

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 16, 2015**

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

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

**RESOLUTION NO. 15-304**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 12, 2015:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on March 12, 2015; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

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

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

**RESOLUTION NO. 15-305**

**IN THE MATTER OF APPROVING MINUTES FROM PLANNING SESSION HELD MARCH 10, 2015:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in a planning session on March 10, 2015; and

WHEREAS, the County Administrator submitted minutes of the proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the minutes of the planning session as submitted.

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

**PUBLIC COMMENT**

**ELECTED OFFICIAL COMMENT**

**SHANCIE JENKINS, DIRECTOR OF JOB AND FAMILY SERVICES  
COUNCIL ON ACCREDITATION RECOGNITION,  
DELAWARE COUNTY JOB AND FAMILY SERVICES**

**RESOLUTION NO. 15-306**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0313:**

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0313 and Purchase Orders as listed below:

<b>PR Number</b>	<b>Vendor Name</b>	<b>Line Description</b>	<b>Line Account</b>	<b>Amount</b>
R1502650	ONSITE LLC	REPAIR OF MEDIC	10011303-5328	\$9,000.00

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

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 16, 2015**

**RESOLUTION NO. 15-307**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Executive Director of Veteran's Services is requesting that Scott Leonard attend a NACUSO Conference in Appleton, Wisconsin from May 30-June 6, 2015 at the cost of \$2324.13 (fund number 10062601).

The Executive Director of Veteran's Services is requesting to attend a NACUSO Conference in Appleton, Wisconsin from May 30-June 6, 2015 at the cost of \$2324.13 (fund number 10062601).

Environmental Services is requesting that Mark Chandler, Matt Ice, Ricky Thomas, Dale Davis, Cory Smith and Ken Rosenbaum attend the Ohio BWC Safety Congress and Expo in Columbus, Ohio from April 1-2, 2015 at a cost of \$60.00 from org key 66211901.

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

**RESOLUTION NO. 15-308**

**IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND COLUMBUS STATE COMMUNITY COLLEGE FOR INFORMATION TECHNOLOGY SERVICES:**

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

Whereas, the County Auditor recommends approval of the agreement with Columbus State Community College for Information Technology Services;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve an Intergovernmental Cooperation Agreement Between The Delaware County Board Of Commissioners and Columbus State Community College for Information Technology Services:

**INTERGOVERNMENTAL COOPERATION AGREEMENT**

**Section 1 – Parties to the Agreement**

This Agreement is made and entered into this 16<sup>th</sup> day of March, 2015 by and between the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (the "County"), and Columbus State Community College, 550 East Spring Street, Columbus, Ohio 43215 (the "College"), (hereinafter referred to individually as "Party" or collectively as the "Parties").

**Section 2 – Purpose**

This Agreement is authorized by sections 9.48, 9.482, 307.15, *et seq.*, and 3358.08 of the Revised Code. The County has offered the College as part of the Delaware Fiber Lateral Project (the "Project"), fiber optic connections and licensing for use if applicable, to the following Columbus State Community College facility: 5100 Cornerstone Dr., Delaware, OH 43015 (the MO Hall Data Center). This Agreement shall establish the terms and conditions for the College's licensing, the College's use of the common elements of the Project, and the Parties' respective responsibilities for maintenance of the Project elements.

**Section 3 – Division of Responsibilities During the Project**

The College shall pay, as specified below, for the cost of lateral fiber extensions into MO Hall Data Center from the CFN manhole located at the intersection of SR. 23 and Winter Rd., Delaware County, Ohio. The County, via the Delaware County Data Center Administrator, shall solely administer the Project on behalf of the College, supervise the work of the contractor, and timely advise the College regarding the progress of the Project. The County, at its expense, shall be responsible for obtaining all necessary permits, licenses, zoning authority, construction certificates or other governmental approvals as are required to complete, carry out and maintain this Agreement, except as provided in Section 5. The College will reimburse the County for the cost of any necessary permits, licenses, zoning authority, construction certificates or other governmental approvals, for which prior approval in writing from the College has been obtained.

**Section 4 – College's Right to use Common Elements**

The County owns, or will own at the time of Project completion, a fiber optic network that extends from 535 Scherers Court, Worthington, Ohio, to 10 Court Street, Delaware, Ohio, with laterals extending to 5100 Cornerstone Dr., Delaware, OH 43015 (the MO Hall Data Center) The MO Hall Data Center constitutes common elements that both the County and the College, through connections to its facilities, will utilize. The County hereby grants to the College the right to connect to and a permanent indefeasible right to use without charge -or fees of any kind, for its useful life, two (2) pairs of fiber optic strands of the optic network to the MO Hall Data Center facility stated above in Section 2, provided the College's connection to and use thereof shall at all times be in material compliance with this Agreement. Should the College fail to be in material compliance, County will notify it of such fact and the College will have a period of thirty (30) days to undertake cure of such failure. Both parties shall comply with any applicable laws, statutes, rules, and regulations related to such connection and use and shall not unreasonably interfere with or cause

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 16, 2015**

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damage to the optic network. The responsible party shall remedy and/or resolve any violations of such laws, statutes, rules, and regulations, correct unreasonable interference and repair damage it may cause to the Optic Network. The responsible party shall provide notice and have thirty (30) days to undertake cure or remedy such failure or noncompliance.

**Section 5 – Maintenance Responsibilities**

After completion of the Project, the County shall be responsible for all costs of maintenance, repair, or replacement of the optic network, except to the extent the damage is caused by the College, which costs shall be borne by the College. The College shall be responsible for all costs of maintenance, repair, or replacement of the network connections extending from the point of connection at Winter Rd. to MO Hall Data Center, except to the extent the damage is caused by the contractor or installation or caused by the County, which costs shall be borne by the County. The College shall provide notice to the County and the Delaware County Data Center Administrator prior to the College performing any maintenance, repair, or replacement pursuant to this Agreement.

**Section 6 – Compensation**

The College agrees to pay to the County the amount not to exceed Twelve Thousand Six Hundred Forty Dollars and No Cents (\$12,640.00), which constitutes the Goudenkauf Corporation October 22, 2013 quote. The County shall be responsible for making payment to the contractor. The County shall submit an invoice to the College for each progress payment invoice received from the contractor for which payment is approved for work attributable to College segments of the Project. The College may request supporting documentation for each invoice. The College shall reimburse the County for the portion of each invoice from the contractor attributable to College's segment of the Project within thirty (30) days of the College's receipt of the invoice.

**Section 7 – Records**

The Parties agree that each shall maintain public records concerning the services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

**Section 8 – Term**

This Agreement shall take immediate effect upon approval by all Parties hereto and shall continue in full force and effect until modified, superseded, or terminated in accordance with this Section. This Agreement may only be amended in writing with the mutual consent and agreement of the Parties. The Parties agree to review this Agreement every ten (10) years on the anniversary of the effective date hereof. If the County desires to terminate this agreement they shall give the College a two year minimum written notification of that intention to terminate.

**Section 9 – Legal Contingencies**

In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

**Section 10 – Personnel**

The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor.

**Section 11 – Equipment and Facilities**

Each Party to this Agreement shall be responsible for providing its own equipment and facilities. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

**Section 12 – Insurance and Liability**

The Parties lack authority to indemnify. As an express condition of this agreement, the County shall require the contractor to indemnify and hold harmless both the County and the College in the contract for the construction and Project. County shall also require the contractor to name both the County and the College as "Additional Insured" on the insurance policies required in the final contract for the Project and to provide properly executed endorsements indicating the listing of the County and the College as "Additional Insured" on those policies.

Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

**Section 13 – Miscellaneous Terms & Conditions**

- 13.1 **Entire Agreement:** This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.
- 13.2 **Governing Law and Disputes:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.
- 13.3 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 16, 2015**

---

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

- 13.4 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 13.5 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.
- 13.6 Use: Only activities directly related to the College's academic functions, and other functions related directly thereto, shall be conducted via this fiber. The College shall not permit any third party to utilize the fiber, and such use not in compliance with this provision shall be cause for immediate termination by the County, notwithstanding any other provision of this Agreement to the contrary.

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

**RESOLUTION NO. 15-309**

**IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR 2015 ASPHALT MATERIALS:**

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

Whereas, the Delaware County Engineer recommends and approves the Bid Specifications and the Bid Opening Date and Time for 2015 Asphalt Materials;

Now Therefore Be It Resolved, that the Board of Delaware County Commissioners approves the Bid Specifications and Bid Opening Date and Time for 2015 Asphalt Materials

**Public Notice  
Advertisement for Bids**

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 am on Tuesday, April 7, 2015, at which time they will be publicly opened and read aloud, for the project known as 2015 Asphalt Materials Supply Contract.

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR 2015 Asphalt Materials".

Copies of the bid specifications must be obtained from the Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015 at no charge. Plans and specifications may also be downloaded, free of charge, from the Delaware County Engineer's website at [www.co.delaware.oh.us/ebids](http://www.co.delaware.oh.us/ebids). All bidders must register as a plan holder with the Delaware County Engineer's Office in person or through the website.

This notice is posted on the Delaware County website at [www.co.delaware.oh.us](http://www.co.delaware.oh.us) and may be accessed by selecting "Bids and Notices."

The prices of this contract shall be in effect from April 22, 2015 to November 30, 2015. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Prices for all materials shall also be made available for cooperative purchasing by the 18 Townships within Delaware County, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates: March 20, 2015

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 16, 2015**

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**SPECIFICATIONS  
2015 Asphalt Materials  
Supply Contract  
Delaware County, Ohio**

**GENERAL**

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

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

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

**COOPERATIVE PURCHASING PROGRAM**

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

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

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

**NON-EXCLUSIVE AWARD**

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

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

**TERM OF CONTRACT**

This contract shall be in effect from April 22, 2015 to November 30, 2015. The County reserves the right to cancel the contract at any time, in the best interest of the County.

**MATERIAL SPECIFICATIONS**

2013 ODOT Construction and Material Specifications (CMS). 441 asphalt concrete materials shall be produced from a Job Mix Formula (JMF) approved by the County.

Cutback Asphalts (702.02): MC-30 (medium curing cutback asphalt)

Asphalt Emulsions (702.04): RS-2 (rapid setting emulsion)  
RS-2P (polymer modified rapid setting emulsion)  
CRS-2 (cationic rapid setting emulsion)  
CRS-2P (cationic, polymer modified rapid setting emulsion)  
SS-1 (slow setting asphalt emulsion)  
SS-1H (slow setting asphalt emulsion, hard pen)

Asphalt Concrete Base 301 Asphalt Concrete Base  
-HMA (301.02, 302.02): 302 Asphalt Concrete Base

Asphalt Concrete-HMA Type 1 Surface Mix  
(441): Type 1 Intermediate Mix  
Type 2 Intermediate Mix

**ORDERS AND DELIVERY**

Delivery of liquid asphalt products, if ordered FOB Job Site, shall be by insulated transport trucks (5000 gallon minimum) to any designated location in Delaware County, Ohio. Transports shall arrive at times designated by

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 16, 2015**

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the County. Failure to provide proper delivery shall be cause for the County to make the purchase order from the next lower bidder and to consider such failures in the award of future bids under Lowest and Best considerations.

Bid prices shall include a minimum 1-hour free unloading time (laytime) for liquid asphalts and HMA materials, or the time required by the Bidder to unload, whichever is greater. Provide demurrage rates per hour on the bid blanks. Unloading time shall start upon arrival at the unloading point.

No cancellation fees will be paid by the County for any loading, unloading or travel time due to rain or wet weather. The County will make all reasonable efforts to cancel orders in a timely manner.

**LIQUID ASPHALTS**

The County performs chip sealing at various locations throughout Delaware County and operates with a portable 7000 gallon liquid asphalt storage tank located by the County at the delivery point. When the County is chip sealing at full operation, orders are placed by 4:00 p.m. the day preceding delivery. Delivery of the first 6000+/- gallon load may be made at any time prior to 7:00 a.m. on the delivery day and placed in the temporary storage tank. Delivery of the second 7000+/- gallon load will typically occur at approximately 11:00 a.m. unless canceled due to weather conditions.

**ASPHALT CONCRETE MATERIALS**

The County performs spot paving at various locations throughout Delaware County. Asphalt delivered to the site shall be unloaded as directed by the County representative.

**MISCELLANEOUS TERMS AND CONDITIONS**

Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

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

Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

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

Indemnification: The Contractor shall indemnify and hold harmless the Owner, its officers, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including, but not limited to, the loss of use resulting therefrom, or delay, acceleration, or loss of productivity caused in whole or part by the negligent act or omission of the Contractor, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

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

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

**RESOLUTION NO. 15-310**

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 16, 2015**

**IN THE MATTER OF APPROVING AN AGREEMENT TO PARTICIPATE IN THE 2015 OHIO DEPARTMENT OF TRANSPORTATION PURCHASE OF SODIUM CHLORIDE (ROCK SALT) UNDER SUMMER CONTRACT 418-16:**

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

**RESOLUTION** as adopted for sodium chloride/rock salt to be procured by the ODOT through a summer fill contract (Contract #418-16) that shall commence upon the date of contract award (mid-May estimated award date) and expire on November 30, 2015;

Whereas, Section 5513.01(B) of the Ohio Revised Code provides the opportunity for Political Subdivisions including Counties, Townships, Municipal Corporations, Port Authorities, Regional Transit Authorities, State Colleges/Universities and County Transit Boards and others to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies, or other articles;

Now, Therefore, Be it Resolved by the Board of Commissioners of Delaware County, Ohio that:

**Gary Merrell, President of the Board of County Commissioners**, is hereby authorized in the name of Delaware County, Ohio to complete any necessary forms and agreements

**To participate in the Ohio Department of Transportation’s Contract(s) for Rock Salt and Agrees:**

1. To be bound by the terms and conditions of contract 418-16 (Summer fill);
2. To be responsible for purchasing the total tonnage amount (100%) of salt requested for the Summer Fill contract (418-15) only withstanding if the awarded vendor delivers within the time constraints set forth in the contract.
3. To be responsible for placing all orders for salt directly with the awarded vendor;
4. To be responsible for prompt payment directly to the vendor for quantities delivered under the contract(s);
5. To be responsible for resolving all disputes arising out of participation in the contract(s) and agree to release the Director of Transportation and the Ohio Department of Transportation from liability for all loss or damage, and from any and every claim or damage resulting from or arising out of participation in the contract(s) pursuant to Ohio Revised Code Section 5513.01(b);

**MINIMUM TONNAGE REQUEST= 22 Tons (1 Truckload)  
418-16 Summer Fill Contract- (100% of tonnage guaranteed)  
(Contract award date-November 30, 2015)**

STOCKPILE LOCATION(S):	STOCKPILE CAPACITY:	TONS REQUIRED: (must purchase 100%)
1020 US Route 42 North, Delaware, OH 43015	6,000	5,500
1454 Rome Corners Rd, Galena, OH 43074	2,800	1,000
7049 Big Walnut Road, Galena, OH 43021	500	0

Participating Political Subdivisions are intended beneficiaries under these contracts and are real parties in interest with the capacity to sue and be sued in their own name without joining the state of Ohio, Ohio Department of Transportation. By signing and returning this agreement, you will be bound to participate in these contracts (as applicable to each Political Subdivision) during the upcoming Summer fill up, upon award of the contract by ODOT to a successful vendor. A participating Political Subdivision cannot change its position during this contract period. Termination of participation is effective upon the expiration date of each contract. Failure of a Political Subdivision to purchase its requirements from the awarded vendor or comply with the terms of these contracts may invalidate participation for the following summer or winter season contracts.

This Participation Agreement must be received by the Ohio Department of Transportation, Office of Contracts, Purchasing Services **prior** to the mailing of the Invitation to bid. Political subdivisions will be required to submit a new participation agreement form every year, indicating storage capacity and stating salt needs for the contract period.

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

**PROPOSED RESOLUTION NO. 15-311 WAS TABLED WITHOUT OBJECTION UNTIL MONDAY, MARCH 23, 2015**

**RESOLUTION NO. 15-312**

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

It was moved by Mrs. Lewis, seconded by Mr. O’Brien 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 JOURNAL NO. 62 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 16, 2015**

Commissioners:

Permit #	Applicant	Location	Type of Work
U15-016	Consumers Gas Cooperative	County Line Road at Fancher Road Intersection.	Road Bore
U15-017	Time Warner Cable	North 3 B's & K Rd, starting 192' North of Howard Rd and continuing a distance of 577'.	Bury Cable
U15-018	Time Warner Cable	North Central Drive at address 7630	Bury Fiber
U15-019	Time Warner Cable	Trenton Road at address 13695	Bury Fiber

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

**RESOLUTION NO. 15-313**

**IN THE MATTER OF APPROVING LEGISLATION FOR THE EXTENSION OF GEMINI PLACE:**

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

**PRELIMINARY LEGISLATION**

**PID Number 95706  
DEL-Gemini Extension**

The following is a Resolution enacted by the Delaware County Commissioners, Delaware County, Ohio, hereinafter referred to as the Local Public Agency ("LPA") in the matter of the stated described Project.

WHEREAS, R.C. 5553.02 provides that a board of county commissioners may locate, establish, alter, widen, straighten, vacate, or change the direction of roads within the county; and

WHEREAS, R.C. 9.482 provides that when legally authorized to do so, a political subdivision may enter into an agreement with another political subdivision or a state agency whereby the contracting political subdivision or state agency agrees to exercise any power, perform any function, or render any service for the contracting recipient political subdivision that the contracting recipient political subdivision is otherwise legally authorized to exercise, perform, or render; and

WHEREAS, R.C. 5521.02 provides that a board of county commissioners may cooperate with the director of the Ohio Department of Transportation ("ODOT") in the cost of obtaining right-of-way required for or in connection with any improvement contemplated by the director;

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

**SECTION I - Project Description**

The project consists of the extension of Gemini Place from Orion Place to Worthington Road, including reconstruction of the intersection at East Powell Road (the "Project").

**SECTION II - Consent Statement**

Being in the public interest, the LPA gives consent to ODOT to complete the above described Project.

**SECTION III - Cooperation Statement**

The LPA shall cooperate with ODOT in the above described project as follows:

The LPA hereby agrees to cooperate with ODOT in the planning and preparation of Scoping Documents for a Design-Build Project for the identified highway improvement and grants consent to ODOT for its development of the project in accordance with plans, specifications and estimates as approved by ODOT.

The LPA shall provide the sum of Four Million Dollars (\$4,000,000.00) for ODOT's use in acquiring necessary rights of way for the Project and for construction of the Project. The sum of \$100,000.00 has already been paid to ODOT pursuant to Resolution No. 14-1249, and the remaining \$3,900,000.00 shall be provided in one or more disbursements upon the request of ODOT.

**SECTION IV - Utilities and Right-of-Way Statement**

The LPA agrees to give authority to ODOT to acquire, in accordance with current State and Federal regulations, all necessary right-of-way required for the described Project. The LPA also understands that right-of-way costs include eligible utility costs. The LPA agrees to empower ODOT with the responsibility for all utility accommodation, relocation, and reimbursement and agrees that all such accommodations, relocations, and reimbursements shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

**SECTION V - Maintenance**

Upon completion of the described Project, and unless otherwise agreed, for portions of the highway constructed within



**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 16, 2015**

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the jurisdiction of the LPA, the LPA shall: (1) provide adequate maintenance for the described Project in accordance with all applicable state and federal law, including, but not limited to, 23 USC 116; (2) provide ample financial provisions, as necessary, for the maintenance of the described Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

**SECTION VI - Authority to Sign**

The County Engineer is designated as the LPA Project Manager and is hereby empowered on behalf of the County to cooperate with ODOT to complete the above described project; however, such authority shall not include approval of contracts.

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

**RESOLUTION NO. 15-314**

**IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMNT PLANS FOR HARVEST POINT:**

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to approve the following sanitary sewer construction plans for Harvest Point for submittal to the Ohio EPA for their approval.

Whereas, the Director of Environmental Services recommends sanitary sewer plans for Harvest Point for submittal to the Ohio EPA for their approval.

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plans for Harvest Point for submittal to the Ohio EPA for their approval.

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

**RESOLUTION NO. 15-315**

**IN THE MATTER OF CONSENTING TO AN AGREEMENT BETWEEN DOMINION HOMES, INC. AND PULTE HOMES OF OHIO LLC REGARDING A MEMORANDUM OF UNDERSTANDING FOR BROOKVIEW MANOR:**

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

Whereas, the Director of Environmental Services recommends approval of the following Agreement;

Now Therefore Be It Resolved that that Delaware County Board of Commissioner approve the following Assignment and Assumption of Memorandum of Understanding for Brookview Manor.

**ASSIGNMENT AND ASSUMPTION OF MEMORANDUM OF UNDERSTANDING FOR BROOKVIEW MANOR**

THIS ASSIGNMENT AND ASSUMPTION OF THE MEMORANDUM OF UNDERSTANDING ("Assignment") is made and entered into as of the 10th day of March, 2015 (the "Effective Date"), by and between: (i) DOMINION HOMES, INC., an Ohio corporation ("Dominion" or "Seller"), and (ii) PULTE HOMES OF OHIO LLC, a Michigan limited liability company (hereinafter referred to as "Pulte" or "Buyer").

RECITALS:

A. Pursuant to an Asset Purchase Agreement (the "APA") executed among Dominion as "Seller", Pulte as "Buyer", and Pulte Homes, Inc., a Michigan corporation, Seller sold substantially all of its assets to Buyer.

B. Dominion entered into a certain MEMORANDUM OF UNDERSTANDING (the "MOU") dated August 21, 2014 with The Board of Commissioners of Delaware County, Ohio, (the "COMMISSIONERS") on behalf of Delaware County. Pursuant to the MOU as approved, Dominion and the Commissioners agreed to certain provisions and terms for a future a Sanitary Sewer Subdivider's Agreement(s) between the Commissioners and County Environmental Services Department and Dominion Homes, Inc. for Brookview Manor (aka "Crownover Farms"), a residential development of 88+/- acres on Africa Road in Berlin Township, Delaware County, Ohio (north of Sherman Road and south of U.S. 36). Under the MOU, Dominion agreed to construct and install sanitary sewers and appurtenant infrastructure within Brookview Manor as depicted on exhibit plans attached to and made part of the MOU. The Commissioners agreed to reimburse Dominion based on a specific tap fee credit formula and schedule, and Dominion agreed to take other actions as documented and detailed in the MOU. The Commissioner's Resolution 14-929 approving the MOU is attached hereto, adopted by reference and made a part of this Assignment to Pulte.

C. Dominion is entering into this Assignment for the purpose of assigning all of its right, title and interest as a party to the MEMORANDUM OF UNDERSTANDING and the future Subdivider's Agreement to be executed between the County and the Buyer, and Buyer is agreeing to assume Dominion's obligations under the MEMORANDUM OF UNDERSTANDING from and after the Effective Date.

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 16, 2015**

D. Certain capitalized terms not defined herein shall have the same meaning ascribed to them in the APA.

**AGREEMENT:**

NOW, THEREFORE, in consideration of Buyer’s assumption of all of Dominion’s obligations and rights under the MEMORANDUM OF UNDERSTANDING and the future Subdivider’s Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. ASSIGNMENT.** Dominion hereby sells, transfers, conveys, assigns and delivers unto Buyer, all of Dominion’s right, title and interest under, in and to the MEMORANDUM OF UNDERSTANDING and future Subdivider’s Agreement.

**2. ASSUMPTION.** Buyer hereby assumes, and hereby agrees to perform and discharge, all of Dominion’s obligations and rights under the MEMORANDUM OF UNDERSTANDING and the future Subdivider’s Agreement arising or accruing from and after the Effective Date.

**3. REPRESENTATION AND WARRANTY.** Dominion hereby represents and warrants to Pulte that it is not in default under the MEMORANDUM OF UNDERSTANDING as of the Effective Date, and that it has performed all of the obligations, including financial obligations, which it is required to have performed under the MEMORANDUM OF UNDERSTANDING prior to the Effective Date.

(a) **FURTHER ASSURANCES.** From time-to-time at the request of either party, whether on or after the date hereof, and without further consideration, the other party will execute and deliver such further instruments of assumption, conveyance, assignment and transfer, and take such other actions as the requesting party may reasonably request in order more effectively to convey and transfer the interest of Dominion as a party to the MEMORANDUM OF UNDERSTANDING and the future Subdivider’s Agreement, or to otherwise carry out the provisions hereof.

**MISCELLANEOUS.** This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Ohio. This Assignment shall be binding upon, and shall inure to the benefit of, Buyer and Dominion, and their respective successors and assigns.

**IN WITNESS WHEREOF,** the parties have entered into this Assignment as of the date first written above.

**CONSENT AND APPROVAL**

The undersigned hereby consents to the foregoing assignment and assumption in accordance with Section 4 of the MEMORANDUM OF UNDERSTANDING and with the authorization and approval of the The Board of Commissioners of Delaware County, Ohio.

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

**RESOLUTION NO. 15-316**

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND STATUS, CONTROL AND INTEGRATION, INC. FOR SCADA INTEGRATION SERVICES:**

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

Whereas, the Director of Environmental Services recommends approval of the following Agreement;

Now Therefore Be It Resolved that that Delaware County Board of Commissioner approve the following Agreement with Status, Control and Integration, Inc. for the SCADA Integration Services.

**DIVISION OF ENVIRONMENTAL SERVICES  
REGIONAL SEWER DISTRICT  
SCADA INTEGRATION SERVICES CONTRACT**

**Section 1 – Parties to the Agreement**

This Agreement is made and entered into this 16th day of March, 2015 by and between Delaware County, Ohio, by and through the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Status, Control and Integration, Inc. 8555 McCann Road Kensington, Ohio 44427 (“Contractor”) (hereinafter collectively referred to as the “Parties”).

**Section 2 – Contract Administrator**

The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer as Administrator and agent of the Board for Work performed in accordance with this Agreement. The Administrator shall have general supervision of the Work and authority to order commencement or suspension thereof.

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 16, 2015**

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**Section 3 – Scope of Services (Work)**

Contractor agrees to furnish, unto the County, contract services in accordance with the Scope of Services attached hereto (Exhibit “A”) and, by this reference, hereby made part of this Agreement (hereinafter “the Scope”). Contractor shall perform the Work in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**Section 4 – Compensation**

The Board and Contractor agree that labor rates detailed in (Exhibit “A”) will be used to invoice the County for all work performed. All work shall be billed using the actual time and materials accrued as the basis of payment. The Contractor agrees that a maximum multiplier of 1.10 will be used to establish billable values for any material or subcontractor required to perform the work as directed by the County. The Contractor agrees that the above referenced invoices shall be supplied to the Regional Sewer District within ten (10) calendar days after the completion of the work. Such invoices shall be accompanied by waivers, releases or other such documentation as would indicate that any claims, liens or claims of liens of any subcontractors of any tier, laborers or material suppliers, from any source used by the Contractor, to the extent applicable, have been satisfied. The submitted invoices shall be sufficiently detailed as required by the County. The Board shall have no obligation to pay or to see to the payment of money to any subcontractor of any tier except as may otherwise be required by law. The Board shall not be responsible for expenses attributable to the errors or neglect of the Contractor. The value of this agreement shall not exceed \$11,250.00 annually in billable services to the County for each plant (ACWRF and OECC) without prior written authorization from the County. In the event that the Contractor exceeds this value, the Contractor will be liable for all charges over and above the contract limit as stipulated herein.

**Section 5 – Payment**

Compensation shall be paid as follows, \$11,250.00 shall be paid upon execution of agreement, \$5,625.00 shall be paid upon completion of first scheduled service visit and the remaining \$5,625.00 shall be paid upon completion of the second service visit. Invoices shall be submitted to the Administrator by the Contractor on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

**Section 6 – Term**

This Agreement shall be in effect from April 1<sup>st</sup> 2015 until December 31<sup>st</sup> 2015.

**Section 7 – Insurance**

- 7.1 **General Liability Coverage:** Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 **Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 **Workers’ Compensation Coverage:** Contractor shall maintain workers’ compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 **Additional Insureds:** The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 7.5 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements listing the additional insured as required in Subsection 7.4. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

**Section 8 – Liability and Warranties**

To the fullest extent permitted by law, neither party shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Work or this Agreement. This mutual waiver shall include, but not be limited to, loss of profit, loss of business or income, or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, the Contractor shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 16, 2015**

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caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

**Section 9 – Suspension or Termination of Agreement**

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

**Section 10 – Change in Scope of Work**

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

**Section 11 – Miscellaneous Terms & Conditions**

- 11.1 **Prohibited Interests:** Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 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 Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 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 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:** Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 11.8 **Non-Discrimination/Equal Opportunity:** Contractor 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.

Contractor 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.

Contractor 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.

Contractor certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 16, 2015

and will not discriminate.

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

11.10 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.

The County is a public employer as defined in R.C. § 145.01(D). The County has classified Contractor as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of Contractor for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Contractor 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, Contractor agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form (“Form”). The Form is attached hereto and by this reference is incorporated as a part of this Agreement. The County shall retain the completed Form and immediately transmit a copy of it to OPERS.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

Furthermore, Be It Resolved that the Board of County Commissioners approve a purchase order with Status, Control and Integration, Inc. in the total amount of \$22,500.00 from org keys 66211903-5301 and 66211904-5301.

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

**RESOLUTION NO. 15-317**

**IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE CITY OF DELAWARE FOR BUILDING OFFICIAL AND BUILDING INSPECTION SERVICES:**

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

**AGREEMENT**

THIS AGREEMENT is made and entered into this 16th day of March, **2015**, by and between **Delaware County, Ohio**, through the Board of County Commissioners, hereinafter called “COUNTY” and The **City of Delaware**, through City Council, hereinafter called “CITY”.

WITNESSETH:

WHEREAS, the CITY and COUNTY are each required to have a backup building official on staff or under contract as a part of the Ohio Board of Building Standards Certification process; and

WHEREAS, the CITY and COUNTY are occasionally in the need of back up inspection assistance; and

WHEREAS, the CITY and COUNTY have qualified staff and are willing to provide such services as may be needed; and

WHEREAS, the CITY and COUNTY use the same building, electrical and mechanical codes; and

WHEREAS, the CITY and COUNTY wish to establish an AGREEMENT with each other to provide the above requirements;

NOW, THEREFORE, CITY and COUNTY, in consideration of their mutual covenants, herein agree as follows:

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 16, 2015**

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**SECTION 1 – SCOPE OF SERVICES**

- A. The CITY and COUNTY may provide backup building official and inspection services on an as needed basis to each other. Respectively, the CITY and the COUNTY reserve the right to determine the ability to provide the services as requested.
- B. Both the CITY and COUNTY agree that any staff provided as part of the backup service will be certified by the State of Ohio as a building official, building inspector and electrical safety inspector.
- C. The CITY and COUNTY shall maintain, at their own expense, all requirements of the State of Ohio for continuing education for their own employees.
- D. The CITY and COUNTY shall maintain, at their own expense, the codes and standards necessary for the execution of the building official and inspection services.
- E. Transportation shall be furnished by the jurisdiction providing the backup services. The CITY and the COUNTY shall assure that each employee working under this agreement possesses a valid license, professional liability insurance and automobile liability insurance.
- F. All clerical services and necessary supplies shall be furnished by the jurisdiction requesting the backup services.
- G. Inspection documentation and disposition of inspection shall be made on forms provided by the jurisdiction requesting the backup services. The necessary procedure for the inspection documentation shall be established by the jurisdiction requesting the backup services. The CITY and COUNTY agree to provide written procedure(s) for their method of inspection documentation.
- H. Prior to performing inspections the CITY and COUNTY shall assess any difference in code interpretations within the applicable code(s) and determine which interpretation will be applied during the inspection(s) performed. In the event the inspector performing the inspection determines the need for an interpretation, he/she shall contact the responsible jurisdiction’s building official and/or authorized official. The interpretation of the responsible jurisdiction’s building official and/or authorized official shall be followed. The CITY and COUNTY agree to establish common inspection checklists to aid in the consistency of inspections.
- I. The jurisdiction needing the assistance shall notify the other jurisdiction as soon as possible, but no later than 3:30 p.m. the day previous to the inspection(s). A list detailing the inspection type, address, time (if applicable) and any other pertinent information shall be provided. The jurisdiction requesting the service(s) shall notify the affected customer(s) of the altered inspection coverage prior to the performed inspection.
- J. The jurisdiction providing the service shall make every attempt to provide the service the next business day. Services shall be completed no later than the second business day. Inspection results and any corresponding documentation shall be provided to the authority having jurisdiction by 9 a.m. on the day following the inspection. If the inspection is not completed the next business day, the responsible jurisdiction shall be notified on the requested date of inspection. This will allow notification to the customer of the same.

Each party shall determine if their staffing levels are adequate to provide the requested service. Each party understands and agrees that their own inspections will be made priority.

- K. All permits, registrations, fees, etc. will be issued and/or collected by the jurisdiction having legal authority.
- L. Coordination of the service(s) shall be administered by the jurisdiction providing the back up inspections and included as part of the overall cost of the service.
- M. Complaints and/or disputes resulting from the provided service(s) will be reported immediately to the authority having jurisdiction. The authority having jurisdiction shall provide for the appeal mechanism for all disputes and complaints.

**SECTION 2 – BASIS OF PAYMENT**

A. Each party shall be compensated by payment for services based upon the hourly costs fee schedule below. All costs associated with the services provided shall be inclusive to the various hourly rates provided below.

Building Official	\$81/hour
Building Inspector	\$54/hour
Electrical Safety Inspector	\$65/hour

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 16, 2015**

Mechanical Inspector	\$54/hour
Mileage	\$0.55/mile

- B. Each party shall provide a report quarterly for services rendered throughout the three month period. The report shall consist of a fully itemized account of the services performed. Reports shall indicate the dates of service, permit and/or project name, and the time spent on each.
  - C. Services shall be exchanged one for one (1 for 1). In the event that one party provides more hours of service than the other, that party will be compensated at the above listed (2A) rate(s) for the actual hours worked. The party providing the greater amount of hours shall invoice the other party for the difference in hours on a quarterly basis. Invoices shall be paid within forty-five (45) days of the date of the invoice.
- Reimbursable expenses shall be itemized and original receipts provided. Reimbursable expenses shall be indicated as such on the invoice.

**SECTION 3-GENERAL CONSIDERATIONS**

- A. This AGREEMENT shall be governed by the laws of the State of Ohio.
- B. Neither the CITY, nor the COUNTY shall assign their responsibilities under this AGREEMENT to any other third party without the written consent of the other party.
- C. This AGREEMENT shall commence March 16, 2015, and will run for a period of three years from said date. The AGREEMENT may be renewed for a three year period upon the mutual agreement of both parties.
- D. Either party may terminate this AGREEMENT by providing thirty (30) days written notice to the other party.
- E. Each party shall defend, at its own expense, its own employee(s) in all litigation, pay all attorney fees, damages, court costs, and other expenses and satisfy and cause to be discharged any judgments obtained against its own building official(s), officers, agents or employees arising out of the litigation or claim resulting from a negligent act, error or omission in the performance of the services under this AGREEMENT.

It is expressly agreed that the services provided under this AGREEMENT are of such a nature that the building official is afforded considerable discretion in the application and enforcement of the Codes and/or resolutions prescribed.

- F. The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor.

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

**RESOLUTION NO. 15-318**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

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

The Interim Director of Emergency Communications recommends accepting the voluntary resignation of David Potts as a Telecommunicator with 911; effective March 26, 2015.

Therefore Be it Resolved, the Board of Commissioners accept the voluntary resignation of David Potts as a Telecommunicator with 911; effective March 26, 2015.

The Chief of Emergency Medical Services recommends accepting the voluntary resignation of Jordan Smith from a full-time paramedic to a part-time paramedic; effective April 8, 2015.

Therefore Be it Resolved, the Board of Commissioners accept the voluntary resignation of Jordan Smith from a full-time paramedic to a part-time paramedic; effective April 8, 2015.

The Maintenance Manager recommends the transfer of Matthew Higgins from Collections with the Regional Sewer District to a Custodian with Maintenance; effective March 11, 2015.

Therefore Be it Resolved, the Board of Commissioners accept the transfer of Matthew Higgins from Collections with the Regional Sewer District to a Custodian with Maintenance; effective March 11, 2015.

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 16, 2015**

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

**RESOLUTION NO. 15-319**

**IN THE MATTER OF APPROVING A RESOLUTION FROM THE DELAWARE COUNTY BOARD OF COMMISSIONERS SUPPORTING THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO IN THEIR EFFORT TO SEEK A 50% REIMBURSEMENT RATE TO COUNTIES FOR INDIGENT DEFENSE SERVICES;**

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

Whereas, Mike Halleck ,CCAO President, is asking fellow County Commissioners to join the CCAO in their efforts to seek an additional \$12 million per year to achieve a 50% reimbursement rate to counties for indigent defense services; and

Whereas, states have a constitutional mandate to provide legal representation to indigent persons; and

Whereas, Ohio has chosen to transfer this responsibility to its counties, and in the recent past reimbursed them for 50% of the costs incurred for providing indigent counsel, and currently the reimbursement rate has been reduced to 40%; and

Whereas, \$12 million in additional GRF funding would provide for a return to a 50% reimbursement; and this additional \$12 million is still more than \$5 million below the GRF appropriation in 2009 for these critical services; and

Whereas, while CCAO supports a longer-term transition of this responsibility for indigent defense from counties to the State, this important renewal of a 50/50 partnership is important to counties; and

Whereas, CCAO is asking commissioners to show support, by calling their local House member by no later than next Friday, March 20, 2015;

Therefore be it resolved, that the Delaware County Board of Commissioners:

1. Support the \$12 million per year increase in the reimbursement rate for indigent defense services to restore the 50/50 partnership.
2. Authorize staff to send a copy of this resolution to local house members Andrew Brenner and Margaret Ann Ruhl and to Kris Jordan, Ohio Senate.
3. Authorize the Board President to contact House members and provide information, on behalf of the Board, to John Leutz at [jleutz@ccao.org](mailto:jleutz@ccao.org), CCAO Senior Policy Analyst.

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

**ADMINISTRATOR REPORTS**

**Tim Hansley**  
-No reports

**COMMISSIONERS' COMMITTEES REPORTS**

**Commissioner O'Brien**  
-Will be attending a Regional Planning Commissioner Executive Committee meeting tomorrow

**Commissioner Lewis**  
-Toured Delaware County's ditches with Soil & Water on Friday. Many thanks for taking their time to do that.

**Commissioner Merrell**  
-No reports

**RESOLUTION NO. 15-320**

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

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to adjourn into Executive Session at 10:29 AM.

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

**RESOLUTION NO. 15-321**



COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 16, 2015

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**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to adjourn out of Executive Session at 10:38 AM.

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

There being no further business, the meeting adjourned.

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Gary Merrell

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Ken O'Brien

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Barb Lewis

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Jennifer Walraven, Clerk to the Commissioners