

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 23, 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. 15-336

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 19, 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 19, 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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 15-337

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0320:

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0320 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>		
PO' Increase					
Knox County Career Center	Job and Family Services Program	22311611-5348	\$ 5,050.00		
PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line
R1502758	BENCHMARK LANDSCAPE	HAYES LANDSCAPE MAINTENANCE	40111402 5328	\$5,983.68	0001
R1502663	NORTHWOODS CONSULTING PARTNERS INC	LICENSES	22411601 5320	\$5,376.00	0001
R1502704	DELAWARE AREA TRANSIT AGENCY	TRANSPORTATION SERVICES	22411601 5355	\$75,000.00	0001
R1502760	ASSIST 4 DENTIST LLC	TUITION, FEES, BOOKS	22311611 5348	\$6,000.00	0001
R1502726	MARYHAVEN INC	COURT TREATMENT SERVICES	10011202 - 5342	\$20,000.00	0001
R1502727	RECOVERY & PREVENTION RESOURCES	COURT TREATMENT SERVICES	10011202 - 5342	\$20,000.00	0001

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

RESOLUTION NO. 15-338

IN THE MATTER OF TAKING FROM THE TABLE PROPOSED RESOLUTION NUMBER 15-311 (SUBMITTING CERTIFICATION OF TOTAL ROAD MILEAGE IN DELAWARE COUNTY WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR CALENDAR YEAR 2014):

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to take from the table proposed resolution number 15-311 (submitting certification of total road mileage in Delaware County with the Ohio Department of Transportation for calendar year 2014).

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

TABLED RESOLUTION NO. 15-311

IN THE MATTER OF SUBMITTING CERTIFICATION OF TOTAL ROAD MILEAGE IN DELAWARE COUNTY WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR CALENDAR YEAR 2014:

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

Certification of Highway Road Mileage:

Available is the 2014 County Highway Road Mileage Certification as issued by ODOT annually. This certification is used by ODOT to determine the net increase or decrease in the County's actual highway mileage. The following is a summary of how ODOT determined the mileage as of December 31, 2014:

- *The road mileage as certified by the Board of Commissioners for the year ending December 31, 2013 was 333.636 miles*
- *A decrease of 0.180 miles was realized as the result of an annexation into the City of Delaware of a portion of Glenn Parkway*
- *A decrease of 0.510 miles was realized as the result of an annexation into the City of Powell of a portion of Sawmill Parkway*

The above listed changes netted a decrease of 0.690 miles to the total mileage from 2013 for a final total of 332.946 miles as of December 31, 2014.

Therefore, to certify to ODOT that we concur with their calculations of the actual mileage of County roads for the year 2014, I respectfully request your signatures on the attached form as provided by ODOT. Respectfully submitted, Chris Bauserman, P.E., P.S., Delaware County Engineer.

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

RESOLUTION NO. 15-339

IN THE MATTER OF AMENDING, BY SUBSTITUTION, PROPOSED RESOLUTION NO. 15-311:

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to amend, by substitution, proposed Resolution No. 15-311.

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

RESOLUTION NO. 15-340

IN THE MATTER OF SUBMITTING CERTIFICATION OF TOTAL ROAD MILEAGE IN DELAWARE COUNTY WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR CALENDAR YEAR 2014:

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

WHEREAS, pursuant to section 4501.04(D) of the Revised Code, each board of county commissioners shall certify in writing to the director of the Ohio Department of Transportation ("ODOT") the actual number of miles under the board of county commissioners' statutory jurisdiction which are used by and maintained for the public; and

WHEREAS, ODOT has submitted a summary report of changes to Delaware County road mileage according to the ODOT road inventory, and the Delaware County Engineer has reviewed the summary report; and

WHEREAS, the road mileage as certified by the Delaware County Board of Commissioners for the year ending December 31, 2013 was 333.636 miles; and

WHEREAS, the following additions or decreases to county road mileage were made in 2014:

- *A decrease of 0.510 miles was realized as the result of an annexation into the City of Powell of a portion of Sawmill Parkway; and*

WHEREAS, a 0.180 mile portion of Glenn Parkway/Peachblow Road was annexed into the City of Delaware in 2014 but the same section was never previously certified as county road mileage to ODOT by the Board because the road was never established by the Board as a county highway, therefore resulting in no change to the county's net road mileage; and

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WHEREAS, the County Engineer recommends certification of Delaware County road mileage as 333.126 miles as of December 31, 2014;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following 2014 County Highway System Mileage Certification and authorizes the County Engineer to transmit copies of the same to ODOT as required by section 4501.04 of the Revised Code:

2014 County Highway System Mileage Certification

Note: This form must be submitted to ODOT no later than April 1, 2015, or county mileage will be certified by default based on the best information available.

The total length of county maintained public roads in Delaware County was 333.636 miles as of December 31, 2013, as certified by the Board of County Commissioners and/or reported by the Director of Transportation in accordance with the provisions specified in Section 4501.04 of the Ohio Revised Code.

Consider all mileage changes that occurred in CY 2014 and determine the net increase or decrease in mileage. Add the net change to the 2013 certified mileage above and fill in the new total below.

We, the undersigned, hereby certify that as of December 31, 2014, the county was responsible for maintaining 333.126 miles of public roads.

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

RESOLUTION NO. 15-341

IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH DLZ OHIO, INC.

It was moved by Mrs. Lewis seconded by Mr. O'Brien to approve the following Amendment No. 1 to the Professional Services Agreement with DLZ Ohio, Inc. approved under Resolution No. 15-269:

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

Construction Monitoring, Material Testing and Engineering Services

This Amendment No. 1 to the Original Agreement dated March 9, 2015, is made and entered into this 23rd day of March, 2015, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and the firm of DLZ Ohio, Inc., 6121 Huntley Road, Columbus, Ohio 43229 ("Consultant") (hereinafter collectively referred to as the "Parties").

ARTICLE 1 – AMENDMENT

In accordance with Section 13.3 of the Original Agreement, the Parties mutually agree to amend the Original Agreement by replacing existing **Section 6 – Completion of Work, Delays and Extensions** with the following:

Section 6 – Completion of Work, Delays and Extensions

All work associated with this Agreement, in accordance with Section 3 above, shall be through December 31, 2016.

ARTICLE 2 – REMAINING PROVISIONS

All other terms and conditions of the Original Agreement not specifically amended herein shall remain in full force and effect.

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

RESOLUTION NO. 15-342

IN THE MATTER OF APPROVING OWNER'S AGREEMENT FOR PEACHBLOW ROAD WIDENING:

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

Whereas, The Engineer recommends approving the Owner's Agreement for Peachblow Road Widening;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner's Agreement for Peachblow Road Widening;

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Owner's Agreement for Peachblow Road Widening:

OWNER'S AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of March 2015 by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **GLENN ROAD CAPITAL, LLC**, hereinafter called the **OWNER**, as evidenced by the Engineering and Construction Plan entitled "**Peachblow Road Widening**" which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations to wit:

- 1) The **OWNER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is part of this **AGREEMENT**.
- 2) The **OWNER** shall pay the entire cost and expenses of said improvements.
- 3) The **OWNER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **Three Hundred Fifty-Seven Thousand One Hundred Fifty Dollars (\$357,150)** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements. Said financial warranty will be released and returned to the **OWNER** within thirty (30) days of the acceptance of the improvements by the **COUNTY**.
- 4) The **OWNER** is to complete all construction to the satisfaction of the **COUNTY no later than October 31, 2015**, subject to delays not the fault of the **Owner** and for which the **COUNTY** approves via written extension. Completion shall be evidenced by an approval letter from the Delaware County Engineer and formal acceptance by the **COUNTY**, upon which **OWNER** shall be released from responsibility to said project.
- 5) The **OWNER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of said improvements.
- 6) The **OWNER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic, except as approved by the Delaware County Engineer and as otherwise approved per the plans. Construction signs, barricades and lights shall be placed as needed on the job site as needed in accordance with the **Ohio Department of Transportation "Uniform Traffic Control Devices"** and "**Traffic Control for Construction and Maintenance**".
- 7) The **OWNER** further agrees that any violation of or noncompliance with any of the provisions as stipulations of this **AGREEMENT** shall constitute a breach of contract, and the Delaware County Engineer shall have the right to stop work forthwith and use the surety for the completion of the improvements. **COUNTY** shall be required to provide **OWNER** written notice and thirty (30) days to cure before the **COUNTY** takes any action, unless in the case of an emergency declared by the **COUNTY** in its sole discretion.
- 8) If the **OWNER** should 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**.
- 9) Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be field in the office of the Delaware County Engineer.
- 10) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to make the said improvements stipulated herein.

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

Commissioner O'Brien's request to strike "in accordance with the current "**Delaware County Engineering and Surveying Standards for Subdivision Development**" and current "**Subdivision Regulations of Delaware County, Ohio**" was not objected to by the Board. So ordered.

RESOLUTION NO. 15-343

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;

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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
U15-020	Time Warner Cable	Bradford Ct at the intersection of Emerald Lakes Blvd.	Place Hand Hole Fiber Optic
U15-021	Time Warner Cable	At addresses 15581 Needles Rd, 15156 Center Village Rd, 12500 Woodtown Rd, 12462 Trenton Rd, 11419 Center Village Rd, 11211 Woodtown Rd, 5880 Kean Rd, 5006 Harlem Rd, 4246 Sunbury Rd, 4224 Green Cook Rd, 4060 Miller Paul Rd, 3161 Sunbury Rd, 1448 Green Cook Rd, 5209 Baker Rd, 4360 Beard Rd, 4315 3 B's & K Rd, 2660 3 B's & K Rd, 2632 Curve Rd, 2629 Curve Rd, 2629 Bowtown Rd, 2040 Hogback Rd, 1840 N. Old St Rd, 6925 SR 37, 339 Dunham Rd, 1201 Bowtown Rd.	Place Power Supply
U15-022	Suburban Natural Gas	Rail Timber Way between Orangewick Drive & Olentangy Crossings East.	Install 1100' Gas Main
U15-023	Verizon		Bury Fiber
U15-024	AT&T	Grief Drive starting at US 23 for 2200'. Worthington Road 334' North of the intersection of Highland Lakes Ave	Bury Fiber

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

RESOLUTION NO. 15-344

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS FOR JOB AND FAMILY SERVICES:

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

Fund Transfers

From	To	
22311611-5801	22411603-4601	
Workforce Investment Act/Transfers	JFS Workforce/Interfund Revenues	\$ 116,478.42

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

RESOLUTION NO. 15-345

IN THE MATTER OF ENTERING A PARTNERSHIP AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE CITY OF DELAWARE FOR THE STATE OF OHIO PY2015 COMMUNITY HOUSING IMPACT & PRESERVATION (CHIP) PROGRAM:

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

WHEREAS, the Economic Development Coordinator recommends approval of a Partnership Agreement between the Delaware County Board of Commissioners and the City of Delaware for the State of Ohio PY2015 Community Housing Impact & Preservation (CHIP) Program;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioner of Delaware County, State of Ohio, hereby approves a Partnership Agreement between the Delaware County Board of Commissioners and the City of Delaware for the State of Ohio PY2015 Community Housing Impact & Preservation (CHIP) Program as follows:

**State of Ohio PY2015 Community Housing Impact & Preservation (CHIP) Program
Partnership Agreement
Between the City of Delaware, Ohio and Delaware County, Ohio**

WHEREAS, the City of Delaware, Ohio has been designated as the Lead Entity responsible for administering the grant provided from the Ohio Development Services Agency (ODSA) to implement project

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activities identified in the PY2015 Community Housing Impact & Preservation (CHIP) Program, as funded by the Community Development Block Grant (CDBG) State Program and/or HOME Investment Partnerships Programs and/or Ohio Housing Trust Funds (OHTF); and

WHEREAS, the Partnership is composed of the City of Delaware, Ohio, and Delaware County, Ohio; and hereinafter the City of Delaware will be referred to as the Lead Entity and Delaware County as the Partner Entity; and

WHEREAS, these two named government entities are eligible to receive CHIP funds from the State of Ohio and agree to enter into this Partnership Agreement, whereupon the Partner Entity becomes a part of the Lead Entity's program for purposes of program planning, administration, implementation, fiscal obligation, and closeout for the lifetime of the CHIP grant period; and

WHEREAS, the Partnership is eligible to apply for up to Four Hundred Thousand and No/100 Dollars (\$400,000.00) of State of Ohio PY2015 CHIP Program funds through ODSA; and

WHEREAS, the City of Delaware has been selected as the Lead Entity by the Partnership and will be responsible for preparing the PY2015 CHIP grant application, including the selection of eligible project activities through facilitating the application planning process with Delaware County; the coordination of the Citizen Participation Process with Delaware County; and, if funded, acting as the Grantee of the State of Ohio responsible for regulatory compliance and the terms of the grant agreement with the State of Ohio; and also administering the grant in accordance with the CHIP Program rules and regulations as required by ODSA and as outlined in the Ohio Consolidated Plan and the City of Delaware CHIP Policies and Procedures Manual.

NOW, THEREFORE, the City of Delaware and Delaware County agree to the following terms of this Partnership Agreement:

1. Both government entities in this Partnership are eligible to receive CHIP funds from the State of Ohio and agree to enter into this Partnership Agreement and authorize their respective chief executive officers to execute said agreement.
2. Partner Entity Delaware County agrees to adopt the City of Delaware CHIP Policies & Procedures Manual solely for the PY2015 CHIP Program grant period.
3. The City of Delaware and the Partner Entity of Delaware County agree to implement the CHIP Program in compliance with CDBG, HOME, and OHTF requirements and the City of Delaware CHIP Policies & Procedures Manual as modified from time to time by ODSA, the U.S. Department of Housing and Urban Development (HUD), the State of Ohio Consolidated Plan, and CHIP guidelines as required by ODSA.
4. This Partnership Agreement is in effect for the City of Delaware and Delaware County specifically for PY2015 CHIP Program, if selected and awarded with funds from the State of Ohio CDBG, HOME, and OHTF allocation. This Agreement will remain in effect until the CHIP funds and any program income received from applicable activities are expended and the funded activities completed and closed out by the State of Ohio (hereinafter known as the Agreement Timeframe). The City of Delaware, as the Lead Entity, will have the right to expend CHIP funds anywhere within the municipal and county jurisdictions to ensure their use within the specified CHIP program timeframe. Further, the City of Delaware, as the Lead Entity Grantee, and Delaware County, as the Partner Entity, cannot voluntarily terminate or withdraw from this Agreement while it remains in effect.
5. The City of Delaware, as the Lead Entity, and Delaware County, as the Partner Entity, agree to take actions necessary to assure compliance with the certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights of 1964, the Fair Housing Act, Section 109 of the Housing and Community Development Act of 1974 and other applicable laws.
6. The City of Delaware, as the Lead Entity, and Delaware County, as the Partner Entity, agree that CHIP Program funds are prohibited for activities in, or in support of, any unit of local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the Lead Entity's actions to comply with its fair housing certification. Noncompliance by a unit of local government included in the Lead Entity's region may constitute noncompliance by the Lead Entity Grantee that can, in turn, provide cause for funding sanctions or other remedial actions by the State of Ohio or U.S. Department of Housing and Urban Development (HUD).
7. The City of Delaware, as the Lead Entity, and Delaware County, as the Partner Entity, state that both cooperating units of general local government have adopted and are enforcing a policy:
 - a. prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b. enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.
8. No Party to this Agreement may obstruct the implementation of the approved CHIP Program during the period covered by this Agreement either through veto, legal action, or any other restriction. The Lead Entity has final

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responsibility for selecting CHIP activities through facilitating the application planning process with Delaware County and submitting the Application to ODSA by the due date of May 1, 2015. Each Party agrees to the Terms and Conditions of Partnership, attached hereto as Attachment 1 and made part of this Agreement, in regard to program planning, administration, implementation, fiscal obligation, and closeout for the lifetime of the CHIP grant period.

9. The City of Delaware, as the Lead Entity, and Delaware County as Partner Entity understand that the State of Ohio is prohibiting Subrecipient Agreements in regard to the PY2015 CHIP Program.

10. Partners agree to be equally obligated and shall not knowingly and purposefully neglect to carry out any and all applicable State and local laws, or any portion of this Partnership Agreement, necessary to carry out the CHIP Program in accordance with all applicable federal and state regulations. The failure of one or both Partners in this regard may result in sanctions as determined by ODSA.

A copy of attachment "1" is available in the Commissioners' office until no longer of administrative value.

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

RESOLUTION NO. 15-346

IN THE MATTER OF APPROVING A SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND ARAMARK UNIFORM SERVICES:

It was moved by Mrs. Lewis, seconded by Mr. Merrell 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 Services Contract with Aramark Uniform Services.

SERVICES CONTRACT

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 23rd 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 Aramark Uniform Services, 1900 Progress Avenue, Columbus, Ohio 43207 ("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.

Section 3 – Scope of Services (Work)

Aramark Uniform Services will provide Delaware County RSD with a uniform, apparel and/or allied product ('Merchandise') rental.

*There will not be any minimum order guarantee of rental items.

Section 4 – Compensation

The County shall pay the Contractor for the services provided. (See Exhibit A, Exhibit B, Exhibit C, Exhibit D.). Total billable services shall be limited to \$45,000.00.

Section 5 – Payment

Compensation shall be paid based on invoices in accordance with the Proposal. 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 upon execution of this Agreement until December 31, 2016 or until the services have been completed, whichever occurs first.

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

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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 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 thereafter 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

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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 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.

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

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 Aramark Uniform Services in the total amount of \$45,000.00.

Vote on Motion Mrs. Lewis Aye Mr. O'Brien Aye Mr. Merrell Aye
RESOLUTION NO. 15-347

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR MEADOWS A LEWIS CENTER SECTION 2:

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 Sanitary Subdivider’s agreement for Meadows a Lewis Center Section 2;

Therefor Be It Resolved that the Board of County Commissioners approve the Sanitary Subdivider’s agreement

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for Meadows a Lewis Center Section 2:

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 23rd day of March 2015, by and between **Jones/Lewis Center, LLC.** (hereinafter called "SUBDIVIDER"), and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio (hereinafter called "COUNTY COMMISSIONERS" or "COUNTY"), as evidenced by the **Meadows at Lewis Center Section 2** Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

There are **37.0** single family residential equivalent connections approved with this AGREEMENT. Capacity shall be reserved for one year from the date of this AGREEMENT, unless the COUNTY COMMISSIONERS grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat is recorded. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the SUBDIVIDER agrees and acknowledges that capacity shall not be guaranteed.

Said SUBDIVIDER 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 for **Meadows at Lewis Center Section 2**, all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

OPTIONS:

- (1) Should SUBDIVIDER elect to record the plat prior to beginning construction, SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$151,209.00**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should SUBDIVIDER elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as SUBDIVIDER elects to record the plat. At that time, the SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the SANITARY ENGINEER.

The SUBDIVIDER hereby elects to use Option 2 for this project.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and 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 action, or omissions of the SUBDIVIDER, and any of its contractors or sub-contractors, or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of SUBDIVIDER, and any of its contractors or the contractors' agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of this AGREEMENT by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be replaced by the SUBDIVIDER, when in the opinion of the COUNTY, the representative's performance is deemed inadequate.

The SUBDIVIDER 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.

Should the SUBDIVIDER become unable to carry out the provisions of this AGREEMENT, the SUBDIVIDER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this AGREEMENT. Notwithstanding any other provision of this Agreement, the COUNTY shall have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the COUNTY shall be strictly permissive and within the COUNTY'S sole discretion.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall pay the DELAWARE COUNTY SANITARY ENGINEER three and one-half percent (3½%) of the estimated construction cost of the IMPROVEMENTS for plan review of **Meadows at Lewis Center Section 2 (\$5292.32)**. The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$12,825.00** estimated to be necessary to pay the cost of inspection for **Meadows at Lewis Center Section 2** by

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the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of \$600.00 or less, as a result of charges against the same at the rate of:

INSPECTOR \$75.00 per hour
CAMERA TRUCK \$150.00 per hour

for time spent by said SANITARY ENGINEER or his or her staff, the SUBDIVIDER shall make an additional deposit of \$600.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER. All public sanitary sewers and private laterals to offsite properties shall have a recorded permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be approved by the DELAWARE COUNTY SANITARY ENGINEER. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the DELAWARE COUNTY SANITARY ENGINEER before a preconstruction meeting will be permitted and before construction may begin on the improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted by the SANITARY ENGINEER.

If, due to unforeseen circumstances during construction activities, the SUBDIVIDER must install the proposed sanitary sewer mains or service laterals to a different location than shown on the approved and signed construction plans, the SUBDIVIDER shall request a revision to the construction plans and the SANITARY ENGINEER shall evaluate this request. If the request for a revision is approved in writing by the SANITARY ENGINEER, SUBDIVIDER shall provide and record revised permanent, exclusive sanitary sewer easements prior to the COUNTY'S acceptance of the sewer. The language and dimensions of the revised permanent exclusive sanitary sewer easements shall be acceptable to the SANITARY ENGINEER.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

After said acceptance, the capacity charge **and any surcharges** shall be paid by the applicant upon request to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect to the sanitary sewer.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- (1) "as built" drawings of the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in DWG format & PDF format.
- (2) An excel spreadsheet, from a template as provided by the DELAWARE COUNTY SANITARY ENGINEER, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) an itemized statement showing the cost of IMPROVEMENTS
- (4) an Affidavit or waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.
- (5) documentation showing the required sanitary sewer easements

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

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The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or its agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

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

RESOLUTION NO. 15-348

IN THE MATTER OF WAIVING THE DELAWARE COUNTY PORTION OF TIPPING FEES AT THE SOLID WASTE TRANSFER STATION TO SUPPORT LITTER CONTROL CAMPAIGNS:

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

WHEREAS, the Board of County Commissioners of Delaware County own the Delaware County Solid Waste Transfer Station; and

WHEREAS, the Delaware General Health District has requested that the Board of County Commissioners waive its portion of the Solid Waste Transfer Station tipping fees in support of litter control campaigns; and

WHEREAS, these litter control campaigns include support of Keep Delaware County Beautiful, an affiliate of Keep America Beautiful to promote the Great American Cleanup, the Olentangy River Sweep, and the Scioto River Sweep; and

WHEREAS, the Board of County Commissioners of Delaware County has waived its portion of Solid Waste Transfer Station tipping fees in support of these initiatives in past years.

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Delaware County does hereby waive The Delaware County portion of the Solid Waste Transfer Station tipping fees in support of the aforementioned programs effective April 1, 2015 to June 30, 2015 for the Great American Clean Up, and yet to be determined dates for the Olentangy Watershed Spring River Sweep and the Scioto River Valley Federation River Sweep in the early fall.

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

RESOLUTION NO. 15-349

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Environmental Services recommends accepting the voluntary resignation of Trey Matthews as a Collections Systems Tech, with the Regional Sewer District; effective March 24, 2015;

Therefore Be It Resolved, the Board of Commissioners accept the voluntary resignation of Trey Matthews as a Collections Systems Tech, with the Regional Sewer District; effective March 24, 2015.

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

RESOLUTION NO. 15-350

IN THE MATTER OF APPROVING A SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND WATERS AND COMPANY FOR EXECUTIVE SEARCH SERVICES FOR THE POSITION OF DIRECTOR OF ECONOMIC DEVELOPMENT:

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

Whereas, the Assistant County Administrator / Director of Administrative Services recommends approval of the following Agreement;

Now Therefore Be It Resolved that that Delaware County Board of Commissioner approve the following

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Agreement with Waters and Company for executive search services for the position of Director of Economic Development.

**EXECUTIVE SEARCH SERVICES CONTRACT
Delaware County Economic Development Director**

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 23rd day of March, 2015, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Waters & Company Executive Recruitment, 380 Jackson Street, Suite 300, St. Paul, Minnesota 55101 (“Consultant”) (referred to herein individually as “Party” and collectively as “Parties”).

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Assistant County Administrator/Director of Administrative Services 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.

Section 3 – Scope of Services

Consultant agrees to furnish, unto the County, executive search services in accordance with the Consultant’s Proposal dated February 20, 2015, which is attached as Exhibit A and, by this reference, fully incorporated into this Agreement.

Consultant further agrees to perform the services promptly and in a skillful and competent manner under the direction of the Administrator and in accordance with accepted professional standards.

Section 4 – Compensation

The County shall compensate the Consultant at the rates set forth in Exhibit A.

Section 5 – Payment

Compensation shall be paid based on invoices submitted to the County by the Consultant and in accordance with Exhibit A. Invoices shall be submitted to the Administrator by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

Section 6 – Term and Termination

This Agreement shall commence as of the date hereof, and shall continue until terminated by either Party by written notice given at least sixty (60) days before the effective date of such termination, provided that no such termination shall affect or terminate the rights and obligations of each of the parties hereto with respect to any project, whether or not complete, for which the Consultant has provided services prior to the date that it received such notice.

Section 7 – Insurance

7.1 **General Liability Coverage:** Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors/subconsultants, if any.

7.2 **Automobile Liability Coverage:** Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors/subconsultants, if any.

7.3 **Workers’ Compensation Coverage:** Consultant shall maintain workers’ compensation coverage as required by applicable law. Identical coverage shall be required to be provided by all subcontractors/subconsultants, if any.

7.4 **Additional Insureds:** Delaware County, its elected officials and employees, shall be named as additional insured with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Consultant shall require all of its subcontractors/subconsultants to provide like endorsements.

7.6 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors/subconsultants, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements listing the additional insured required by Subsection 7.4. Consultant shall provide 30 days written notice of cancellation or nonrenewal to County of any insurance policies listed on the Certificate of Insurance. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Indemnification

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

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Section 9 – Confidential Information

- 9.1 County Information: All information, files, records, memoranda and other data of the County which the County provides to the Consultant or which the Consultant becomes aware of in the performance of its duties hereunder ("County Information") shall be deemed by the parties to be the property of the County. The Consultant may disclose the County Information to third parties in connection with the performance by it of its duties hereunder.
- 9.2 Consultant Information: The County acknowledges that in connection with the performance by the Consultant of its duties hereunder, the County may become aware of internal files, records, memoranda and other data, including without limitation computer programs of the Consultant ("Consultant Information"). The County acknowledges that all Consultant Information, except reports prepared by the Consultant for the County, is confidential and proprietary to the Consultant, and agrees that the County will not, directly or indirectly, disclose the same or any part thereof to any person or entity except upon the express written consent of the Consultant or as required by applicable law or court order.

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 this Agreement, the Party requesting the change shall give notice to the other 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 – Ownership of Documents

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all reports prepared by the Consultant for the County and produced under this Agreement, and the County shall have ownership of said documents. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Change of Key Consultant Staff

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants as designated in Exhibit A.

Section 13 – Miscellaneous Terms & Conditions

- 13.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 13.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 13.3 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 13.4 Third Party Beneficiaries: No third party shall have any rights or remedies under this Agreement.
- 13.5 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 13.6 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 13.7 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.

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

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

13.10 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of services under this Agreement or any subcontract and in the performance of services under this Agreement, that neither it nor any subcontractor/subconsultant, 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 person 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/subconsultant, or person acting on behalf of it or any subcontractor/subconsultant, 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 complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

13.11 Notices: All notices required hereunder shall be in writing and shall be deemed to have been given when delivered, transmitted by first class, registered or certified mail, postage prepaid and addressed as follows:

If to County: Delaware County Board of Commissioners Attn: Dawn Huston 10 Court Street P.O. Box 8006 Delaware, OH 43015	If to Consultant: Waters & Company 380 Jackson Street, Suite 300 St. Paul, MN 55101-2887 Attn: Managing Partner
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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 Waters And Company In The Total Amount Of \$30,000.00 From Org Key 10011108.

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

RESOLUTION NO. 15-351

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATIONS FOR COMMON PLEAS COURT:

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

Supplemental Appropriations

10021201-5001	Common Pleas Gormley/Compensation	22,500.00
10021201-5101	Common Pleas Gormley/Health Insurance	5,244.75
10021201-5102	Common Pleas Gormley/Workers Comp	225.00
10021201-5120	Common Pleas Gormley/County Share OPERS	3,150.00
10021201-5131	Common Pleas Gormley/County Share Medicare	326.25
10021201-5201	Common Pleas Gormley/General Supplies	3699.00
10021201-5260	Common Pleas Gormley/Inventoried Equipment	4152.00
40111402-5328	Permanent Improvement/Maint & Repair Services	27,408.64

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

ADMINISTRATOR REPORTS

Tim Hansley

-As a follow up to Commissioner O'Brien's comments regarding the Aramark contract, wants to assure the general public that we don't blindly pay for services. There is a check and balance system when paying our bills.

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

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-Attended the State of the County address made by all three Commissioners this past Thursday. Thought it well.

Commissioner O'Brien

-Thought the State of the County event went well

Commissioner Merrell

-Was invited and attended to The Beautiful Savior Lutheran Church's dedication.

-Reminder that there is a work session today at 1:30 PM

RESOLUTION NO. 15-352

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

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to adjourn into Executive Session at 10:37 AM.

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

RESOLUTION NO. 15-354

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 10:57 AM.

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

There being no further business, the meeting adjourned.

1:30PM WORK SESSION

Community Enhancement Presentations work session.

- Hartford Fair
- OSU Extension
- Water & Soil Conservation District
- Delaware Speech & Hearing
- Visitors Bureau of Delaware County
- Stratford Ecological Center
- Arts Castle
- DATA bus
- Main Street, Inc.
- Delaware County Historical Society
- Delaware County Fair
- Lettuce Works
- Delaware County Genealogical Society

Gary Merrell

Ken O'Brien

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Barb Lewis

Jennifer Walraven, Clerk to the Commissioners