

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 26, 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**

**Absent:**  
**Barb Lewis, Vice President**

**RESOLUTION NO. 15-354**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 23, 2015:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on March 23, 2015; and

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

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

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

**RESOLUTION NO. 15-355**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM WORK SESSION HELD MARCH 23, 2015:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in a work session on March 23, 2015; and

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

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

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

**PUBLIC COMMENT**

**ELECTED OFFICIAL COMMENT**

**RESOLUTION NO. 15-356**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0325, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0325:**

It was moved by \_\_\_\_\_, seconded by \_\_\_\_\_ to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0325, memo transfers in batch numbers MTAPR0325 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
May Consulting	Roof Replacement	66611904-5301	\$ 35,000.00

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PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line
R1502696	KNOX COUNTY CAREER CENTER	TUITION FEES	22311611 - 5348	\$ 5,050.00	0001
R1502805	PRO IMAGE CONSULTANTS GROUP LLC	Kodak i4600 scanner Serial # 46385546	10011103 - 5325	\$ 1,937.00	0001
R1502805	PRO IMAGE CONSULTANTS GROUP LLC	Contract Kodak Prostar II Processor	10011103 - 5325	\$ 2,648.85	0002
R1502805	PRO IMAGE CONSULTANTS GROUP LLC	Contract dates Kodak Prostar Replenishment system contract dates	10011103 - 5325	\$ -	0003
R1502805	PRO IMAGE CONSULTANTS GROUP LLC	Contract Kodak i4600 scanner Serial # 46387073	10011103 - 5325	\$ 775.60	0004
R1502805	PRO IMAGE CONSULTANTS GROUP LLC	Contract Kodak Digital Archive Writer Serial # 10412975	10011103 - 5325	\$ 3,242.20	0005
R1502853	STATUS CONTROL AND INTEGRATION INC	REPLACEMENT RAS DRIVES	66211904 - 5450	\$21,435.00	0001
R1502875	JOB AND FAMILY SVC,SANDUSKY CO	LICENSES MAINTENANCE COLLABOR	22411601 - 5320	\$36,568.62	0001
R1502877	NORTHWOODS CONSULTING PARTNERS INC	SERVER MIGRATION	23711630 - 5320	\$12,300.00	0001

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

**RESOLUTION NO. 15-357**

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

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

The Interim Director of Emergency Communications is requesting that Jason Hutchisson and Kaylyn Heading attend an Association of Public Safety Communications Officials Conference in Washington, DC from August 15-19, 2015 at the cost of \$3,818.20 (fund number 21411306).

Environmental Services is requesting that John Hickman, Ric Irvine, Bill Johnson and Ed Spiers attend a Blower Door and Duct Blaster Introduction seminar in Reynoldsburg, Ohio no April 8, 2015 at no cost.

Environmental Services is requesting that Wendy Fox and Peggy Roberts attend a Communication Skills for Women training in Columbus, Ohio on May 5, 2015 at a total cost of \$98.00 from org key 10011301.

The EMS Department is requesting that Dan Jividen attend an Introduction to Power Point Course for Instructors at the Ohio Fire Academy April 12, 2015, at no cost.

The Child Support Enforcement Agency is requesting that Leslie Owens, Lisa Cain, Adrea DelCol, and Lisa Thompson attend a State Office Of Child Support Training in Columbus, Ohio April 28-30, 2015; at no cost.

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

**RESOLUTION NO. 15-358**

**IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR WOODS AT WEEPING ROCK:**

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

WHEREAS, on March 26, 2015, a Ditch Maintenance Petition for Woods at Weeping Rock was filed with the Board of Commissioners of Delaware County (the "Board"), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within Woods

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at Weeping Rock located off of Lewis Center Road in Orange Township; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$248,221.17 for the benefit of the lots being created in this subdivision. 24 lots are being created in these plats and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore \$10,342.55 per lot. An annual maintenance fee equal to 2% of this basis (\$206.85) will be collected for each lot. It is understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$4,964.42 has been paid to Delaware County, receipt of which is hereby acknowledged.

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

**RESOLUTION NO. 15-359**

**IN THE MATTER OF APPROVING OWNER'S AGREEMENT FOR OLENTANGY FALLS EAST – HYATTS ROAD WIDENING:**

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

Whereas, The Engineer recommends approving the Owner's Agreement for Olentangy Falls East – Hyatts Road Widening;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner's Agreement for Olentangy Falls East – Hyatts Road Widening:

**OWNER'S AGREEMENT**

**THIS AGREEMENT** made and entered into this 26<sup>th</sup> day of March 2015 by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **ROCKFORD HOMES**, hereinafter called the **OWNER**, as evidenced by the Engineering and Construction Plan entitled "**OLENTANGY FALLS EAST – HYATTS 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 **FOUR HUNDRED FORTY-NINE THOUSAND THREE HUNDRED DOLLARS (\$449,300)** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current "**Delaware County Engineering and Surveying Standards for Subdivision Development**" and current "**Subdivision Regulations of Delaware County, Ohio**".
- 4) The **OWNER** shall deposit inspection fees in the amount of **TWENTY-SEVEN THOUSAND DOLLARS (\$27,000)** estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. Upon completion of the project and acceptance of the improvements by the Delaware County Commissioners, the remaining amount in the fund shall be returned to the **OWNER**.

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- 5) The **OWNER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the Delaware County Engineer.
- 6) 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.
- 7) 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. 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”**.
- 8) 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.
- 9) 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**.
- 10) 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.
- 11) 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. O'Brien              Aye              Mr. Merrell              Aye              Mrs. Lewis              Absent

**RESOLUTION NO. 15-360**

**IN THE MATTER OF APPROVING OWNER’S AGREEMENT FOR OLENTANGY FALLS EAST SECTION 1:**

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

Whereas, The Engineer recommends approving the Owner’s Agreement for Olentangy Falls East Section 1;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner’s Agreement for Olentangy Falls East Section 1:

**OWNER’S AGREEMENT**  
**PROJECT NUMBER: 13062**

**THIS AGREEMENT**, executed on this 26th day of March 2015 between **ROCKFORD HOMES**, hereinafter called **‘OWNER’** and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **OLENTANGY FALLS EAST SECTION 1**, further identified as Project Number 13062 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

**OPTIONS:**

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit “A”** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

**OWNER** hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property

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received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this AGREEMENT is executed by the COUNTY COMMISSIONERS.

The OWNER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the AGREEMENT, the OWNER shall deposit SIXTY THOUSAND DOLLARS (\$60,000) estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. When the fund has been depleted to ten percent (10%) of the original amount deposited, the OWNER shall replenish the account upon notice by the Delaware County Engineer. Upon completion of the maintenance period and acceptance of the improvements by the Delaware County Commissioners, the remaining amount in the fund shall be returned to the OWNER.

Upon completion of construction, the OWNER shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of one year. Said OWNER'S bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in Exhibit "A" for said maintenance. The reduction may be approved only after the County Engineer has been provided evidence that all work has been accomplished according to the approved plan and/or to the County Engineer's satisfaction. All work is to be done in accordance with the Delaware County Design, Construction and Surveying Standards, and any supplements thereto.

Acceptance of the project into the public system shall be completed only after written notice to the COUNTY COMMISSIONERS from the County Engineer of his approval. The OWNER'S maintenance responsibility as described above shall be completed upon formal acceptance by the COUNTY COMMISSIONERS.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the OWNER. All of the funds set forth in the AGREEMENT shall be made available to the County Engineer to ensure proper safety compliance.

The OWNER shall, within thirty (30) days of completion of construction and prior to final acceptance, to the COUNTY COMMISSIONERS, as required, "as-built" drawings of the improvements, which plans shall become the property of the COUNTY and remain in the office of the Delaware County Engineer.

The OWNER shall, within thirty (30) days of completion of construction, furnish to the COUNTY COMMISSIONERS an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The OWNER shall indemnify and hold harmless Delaware County and all Townships and/or Villages within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The OWNER shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The OWNER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the OWNER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the OWNER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this AGREEMENT.

In consideration whereof, the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO hereby grants the OWNER or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$1,246,500
CONSTRUCTION BOND AMOUNT	N/A
MAINTENANCE BOND AMOUNT	\$ 124,700
INSPECTION FEE DEPOSIT	\$ 60,000

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

RESOLUTION NO. 15-361

IN THE MATTER OF DECLARING THE NECESSITY FOR IMPROVEMENTS TO CLARK ROAD, INCLUDING THE FURNISHING AND INSTALLING OF PRECAST BOX CULVERTS, AND APPROVING PLANS, SPECIFICATIONS, ESTIMATE AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS BOX CULVERT SUPPLY CONTRACT 2015-1:

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

Whereas, Section 5555.022 of the Revised Code provides that a Board of County Commissioners may find by a majority vote that the public convenience and welfare require the improving of any part of any public road, may

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fix the route and termini of the Improvement and may authorize such Improvement, and;

Whereas the County Engineer has determined that existing bridges on DEL-TR33-9.75 and DEL-TR33-9.95, Clark Road located near the intersection of Todd Street Road in Kingston Township, are deficient and recommends that the Board proceed with Improvements thereof, and;

Whereas the County Engineer has prepared plans, specifications and estimates for the Improvement, and;

Whereas the County Engineer has estimated the construction cost of the Improvement to be \$132,000.00.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners that:

Section 1: The public convenience and welfare require the replacement of two box culverts on Clark Road located near the intersection of Todd Street Road, and that the Improvement known as Box Culvert Supply Contract 2015-1 be initiated for such purpose, and;

Section 2: The costs for said Improvement will be paid for from any funds appropriated for road and bridge construction and that no special levies or assessments shall be made to pay for the Improvement, and;

Section 3: The plans, specifications and estimate for the project known as Box Culvert Supply 2015-1 are hereby approved, and;

Section 4: The County Engineer is authorized to advertise for and received bids on behalf of the Board in accordance with the following Invitation to Bid:

**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 10:00am on Tuesday, April 21, 2015, at which time and place they will be publicly opened and read aloud, for the project known as Box Culvert Supply Contract 2015-1.

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 Box Culvert Supply Contract 2015-1". Bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid.

Copies of the plans and specifications must be obtained during regular business hours, Monday through Friday 8:00 am to 5:00 pm, from the Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015. Cost for printed copies of each set of plans & specifications is \$10 and the cost is non-refundable. Plans and specifications may also be downloaded anytime, 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". This Public Notice is also posted on the Delaware County Engineer's Office website at [www.co.delaware.oh.us/engineer](http://www.co.delaware.oh.us/engineer), under "Bidding and Contracts."

The Owner requires that materials be delivered and installed within the dates specified in the Proposal. The estimated notice of commencement date is May 4, 2015.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4115 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

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: April 3, 2015

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

**RESOLUTION NO. 15-362**

**IN THE MATTER OF APPROVING CONTRACT MODIFICATION NUMBER 3 FOR DEL-CR9 & TR127 LIBERTY ROAD AND JEWETT ROAD INTERSECTION:**

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

Whereas, the County Engineer recommends approval of Contract Modification Number 3 between the Delaware County Board of Commissioners and Glaus, Pyle, Schomer, Burns and DeHaven Inc. for DEL-CR9 & TR127 Liberty Road and Jewett Road Intersection;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve Contract Modification Number 3 between the Delaware County Board of Commissioners and Glaus, Pyle, Schomer, Burns and DeHaven Inc. for DEL-CR9 & TR127 Liberty Road and Jewett Road Intersection;

**PROFESSIONAL SERVICES CONTRACT**  
**Modification #3**

**DEL-CR9 & TR127 LIBERTY ROAD AND JEWETT ROAD INTERSECTION**

**Section 1 – Parties to the Agreement**

Agreement made and entered into this 26th 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 Glaus, Pyle, Schomer, Burns and DeHaven Inc. (GPD Group), 1801 Watermark Dr., Suite 150, Columbus, Ohio 43215, formerly know as (W. E. Stilson Consulting Group, LLC, 355 E. Campus View Blvd. Suite 250, Columbus, Ohio 43235.)

**Section 2 – Contract Administrator**

The Delaware County Board of Commissioners hereby designates the Delaware County 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)**

Consultant agrees to furnish, unto the County, professional services in accordance with the Scope of Services and Price Proposal dated February 28, 2015, by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work promptly and in a skillfully competent manner under the direction of the Administrator and in accordance with accepted professional standards.

**Section 4 – Compensation**

Compensation for Work performed under this Agreement shall be in accordance with the Scope of Services and Price Proposal. The Base Fee shall be a Lump Sum not to exceed **Fifty One Thousand Three Hundred Fifty Dollars (\$51,350)** which when added to the original contract (October, 29, 2012) amount of **Forty-Three Thousand Three Hundred Twenty-Three Dollars (\$43,323)** and **Modification #2** (March 3, 2014) of **One Hundred Ninety Eight Thousand Seven Hundred Twenty Three Dollars (\$198,723)**, results in a total contract amount of **Two Hundred Ninety Three Thousand Three Hundred Ninety Six Dollars (\$293,396)** in accordance with allowable costs and fees listed in the Consultant's aforementioned Price Proposal. Compensation shall constitute full payment for all labor, equipment and materials required to complete the required Work.

**Section 5 – Payment**

Compensation shall be paid periodically, but no more than once per month, and shall be based on the calculated percentage of work performed to date in accordance with the Consultant's Price Proposal. 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 – Authorization to Proceed, Completion of Work, Delays and Extensions**

The Consultant shall commence Work upon written authorization of the Administrator and shall complete the work in a timely manner. In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

**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, 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, if any.
- 7.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

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- 7.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 7.5 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. Consultant shall require all of its subcontractors 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, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

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

**Section 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 Consultant ordering termination of Work. The Consultant shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Consultant 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.

**Section 11 – Ownership of Engineering Documents**

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents or electronic files produced under this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement. 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 assigned to the Work as contemplated at the time of executing this Agreement.

**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 project, without the prior express written consent of County.
- 13.2 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. **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



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with the mutual consent and agreement of the parties.

- 13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 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.
- 13.8 Findings for Recovery: Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.9 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

- 13.10 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.

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

**RESOLUTION NO. 15-363**

**IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CHILD PLACEMENT**

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**PROVIDERS AS LISTED:**

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

Whereas, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations, and

Whereas, the Director of Jobs & Family Services recommends approval of the following contracts;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contracts for Child Care Placement providers:

<b>Child Placement Service</b>	<b>Per diem cost and per diem reimbursement for the following categories</b>
Applewood Centers, Inc. 10427 Detroit Avenue Cleveland, OH 44102  Amount: \$15,000.00	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
Pomegranate Health Systems 765 Pierce Drive Columbus, OH 43223  Amount: \$15,000.00	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
Necco Center 115 Private Road P.O. Box 6 Pedro, OH 45659  Amount: \$15,000.00	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
Fox Run 67670 Traco Drive St. Clairsville, OH 43950  Amount: \$15,000.00	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
Children's Hospital Medical Center 3333 Burnet Avenue Cincinnati, OH 45229  Amount: \$15,000.00	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

(A copy of each of these contracts is available in the Commissioners' Office until no longer of administrative value).

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

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RESOLUTION NO. 15-364

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF A COMPREHENSIVE TITLE XX  
SOCIAL SERVICES PLAN FOR THE DEPARTMENT OF JOB AND FAMILY SERVICES:

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

Pursuant to ORC 5101.46 (2) (E) regarding the administering of provision of social services funded through grants made under Title XX;

WHEREAS, the Delaware County Department of Job and Family Services presented the proposed plan in a public hearing held on March 2, 2015 at 8:30 a.m. in room 235 of the Hayes building and during this public hearing individuals had opportunity to submit comments to be considered in preparation of the Title XX County Profile,

NOW THEREFORE, the Department presents this plan for provision of services requesting final approval by the Board of County Commissioners prior to submission to the Ohio Department of Job and Family Services.

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

RESOLUTION NO. 15-365

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY  
BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND  
FAMILY SERVICES AND THE DELAWARE COUNTY TRANSIT BOARD FOR  
TRANSPORTATION SERVICES:

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

Whereas, the Director of Jobs & Family Services recommends approval of the following contract;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract:

2015 CONTRACT FOR PURCHASE OF  
TRANSPORTATION SERVICES  
BETWEEN  
THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
AND  
THE DELAWARE COUNTY TRANSIT BOARD

This Contract is entered into this 1st day of April 2015 by and between the Delaware County Department of Job and Family Services (hereinafter, "DCDJFS"), whose address is 140 North Sandusky Street, 2<sup>nd</sup> Floor, Delaware, Ohio 43015, the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Delaware County Transit Board (hereinafter "DCTB"), whose address is 119 Henderson Court, Delaware, Ohio 43015 (hereinafter individually "Party", collectively "Parties.")

1. **PURPOSE OF CONTRACT:** The purpose of this Contract is to state the covenants and conditions under which the DCTB will provide specific transportation services to referred individuals.
2. **TERM:** This Contract will be effective from April 1, 2015, or upon the date the last party signs the Contract, through March 31, 2016 inclusive unless otherwise terminated.
3. **SCOPE OF SERVICES:** DCTB maintains a public transportation system that provides transportation services. DCTB shall provide demand response transportation services to DCDJFS clients (e. g. transport DCDJFS clients to and/or from locations as prearranged and specified by DCDJFS) ("Transportation Services"). DCDJFS clients receiving such Transportation Services shall be referred to DCTB by DCDJFS and shall receive authorization from DCDJFS for Transportations Services. DCTB shall use its own vehicles to provide such Transportation Services. Additional services as provided herein may be rendered at an additional charge to DCDJFS.
4. **REMUNERATION:** In exchange for providing such Transportation Services, DCDJFS shall pay DCTB by fixed unit rate and charges. The rates and charges shall be by person traveling and shall be as follows:

**Standard Rates**

- Demand Response:
  - Within Delaware County
    - 1 Passenger
    - \$2.98 per mile
    - Minimum trip charge

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- \$12.00
- Up to 2 companions 1  
No Charge
- More than 2 companions  
\$6.00 per companion
- Month Unlimited Fixed Route Pass  
\$30.00
- Single Trip Fixed Route Fare Cards  
Available in \$.50 increments  
(Up to \$20.00)
- Within State of Ohio (origin or destination is outside of Delaware County)
  - 1 Passenger  
\$59.12 per hour

**Additional Service Charges**

- Fuel Service Charge:2 \$0.05 per loaded mile
- Service Time Charge (wait time): \$ 14.78 per 15 minutes
- Cancellations: \$12.00 / day
- No Show/Dead Run:3 \$2.98/mile

DATA’s General Public No-Show Cancellation Policy Applies to all transportation.

Unless otherwise agreed between the Parties, DCDJFS shall not be required to pay and the DCTB understands and agrees that DCDJFS will not pay any administrative costs or fees or other charges beyond the fees negotiated in this Contract.

DCTB will segregate charges for cancellations, no-shows, and dead runs on the monthly invoice from regular trip charges to give improved visibility of these charges and to make it easier for DCDJFS to allocate appropriate funds for these charges.

5. **ADDITIONAL SERVICES:**

For demand response service, DCTB may, upon prior approval of DCDJFS, provide additional services within DCTB’s policies such as but not limited to:

- a) Wait Time (beyond DCTB’s policy of scheduled time) at either the origin or destination point

6. **INVOICE:** DCTB shall within thirty (30) days of the end of each month submit to DCDJFS a proper detailed invoice covering purchased services rendered to eligible individuals. For each service provided that is covered by this Contract, such invoice shall include, but is not limited to, monthly actual expenditures, the names of persons served, number of units, and amount claimed based on the fees negotiated and established in this Contract.

DCTB shall provide DCDJFS both a printed paper copy and an electronic copy of the monthly invoice(s) with supporting trip/charges detail in MS Excel file format

Before making payment, DCDJFS will review invoices for completeness and all necessary information. Defective invoices shall be returned to the DCTB noting areas for correction. When such notification of defect is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.

The DCDJFS shall have thirty (30) days after receipt of a proper, complete, and accurate invoice from the DCTB to pay such invoice.

The date of the warrant issued in payment shall be considered the date payment is made.

Payment shall not be initiated before a proper, complete, and accurate invoice is received by the DCDJFS.

7. **AUDIT:** All reported expenditures are subject to audit by appropriate federal, state, or local officials and/or their appointed representatives.

8. **MAXIMUM AMOUNT OF REMUNERATION UNDER CONTRACT:** The total amount of remuneration

1 No charge for up to 2 companion passengers when the origin and destination is the same as the primary passenger.

2 Fuel Service Charge shall be applied to Mileage Rate or Minimum Per Trip charge only if the AAA average cost per gallon of fuel for Ohio averages \$3.75 per gallon or higher.

3 “No Shows” to be billed at corresponding mileage rate as measured from DATA Bus Headquarters at 119 Henderson Ct to the scheduled Origin point.

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paid under this Contract shall not exceed Ninety Five Thousand Dollars and No Cents (\$95,000.00).

9. AVAILABILITY OF FUNDS: The DCTB understands and agrees that payments for all services provided in accordance with the provisions of this Contract are contingent upon the availability of federal, state, and local funding. In the event that federal, state, and/or local funding is no longer available to the DCDJFS, the DCTB understands that changes and/or termination of this Contract will be required and/or necessary. Such changes and/or termination will be effective on the date that the federal, state and/or local funding is no longer available, or later as otherwise agreed by the Parties.
10. DUPLICATE BILLING: DCTB warrants that claims made to DCDJFS for payment for purchased services shall be actual services rendered to eligible individuals and will not duplicate claims made by DCTB to other sources of funds for the same services. The DCTB agrees to pay DCDJFS the full amount of payment received for duplicate billing, erroneous billing, deceptive claims, or falsification.
11. REFERRAL AND MONITORING PROCEDURES:
  - A. DCDJFS Responsibilities:
    - i. Email or Call referral to DCTB at least twenty-four (24) hours prior to the time service is needed, except in emergency.
    - ii. Provide information concerning:
      - a. When- time, date,
      - b. Place- pick up and destination,
      - c. Client name and applicable program,
      - d. Which clients should have verification of their attendance at an appointment.
    - iii. Provide authorizations for individuals requiring Transportation Services. The authorization will include the name(s) of the person(s) to be transported, the origin point, the destination point, the date and time the transportation is to occur, and any other special instructions or special services that are needed.
    - iv. Due to scheduling requirements, authorizations must be received by 12:00 noon for trips for the next business day. Authorizations received after this time may result in DCTB's inability to adequately provide the Transportation Services. The requesting DCDJFS case worker and his/her supervisor will be notified if any of these trips can not be accommodated so that other arrangements can be made.
    - v. Provide both telephonic and written confirmation of any changes to the authorization at least 24 hours in advance of effective change.
    - vi. Provide both telephone and written notice of any changes in ridership or times.
  - B. DCTB Responsibilities:
    - i. Provide Transportation Services on a pre-arranged schedule within DCTB's operating days, times, service area, and established rules.
    - ii. Provide demand response Transportation Service.
    - iii. Provide services within the time lines given.
    - iv. Schedule transportation based on authorization by DCDJFS and availability of DCTB vehicles.
    - v. Notify DCDJFS staff of a no-show if occurrence is the second consecutive occurrence.
    - vi. Consult with appropriate staff on transportation issues concerning individual clients.
    - vii. Keep accurate records of services and send a monthly statement of services provided and charges.
    - viii. Immediately notify the DCDJFS supervisor or the DCDJFS director of any accident or incident, no matter how minor, that involves a client covered by this contract. DCDJFS will give DCTB a list of contact numbers to use should such notification be required.
    - ix. Maintain adequate insurance on all vehicles.
    - x. Maintain vehicles and equipment in good operating order.
    - xi. Ensure that all wheelchairs are properly tied down.
12. NON-EXCLUSIVITY: DCTB is a public transportation system. This Contract does not provide exclusive transportation to DCDJFS clients. Individuals from the general public or other contracted clients may also at times be passengers in the vehicle during the transportation of DCDJFS clients.
13. EXCLUSION OF DISRUPTIVE PASSENGERS: DCTB reserves the right to refuse or deny Transportation Services to any individual as a result of disruptive and/or unacceptable behavior or any other reason that DCTB determines may cause an unsafe transportation environment.
14. INDEPENDENT CONTRACTORS: The DCTB understands and agrees that the DCTB shall act as and provide Transportation Services under this contract for DCDJFS as an independent contractor and, as such, is not an employee of DCDJFS or the Ohio Department of Job and Family Services. As an independent

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contractor, the DCTB understands and agrees that it is not entitled to any of the benefits of employment particular to the DCDJFS or the Ohio Department of Jobs and Family Services, and to the extent that DCTB employees are public employees and entitled to benefits as such, those benefits are covered through their employment by DCTB.

15. LICENSES: DCTB certifies that at all times throughout the life of this Contract that all drivers providing Transportation Services pursuant to this Contract have a valid, current, and appropriate Ohio operators (drivers) license. DCTB also certifies that it holds all approvals, licenses, and/or other qualifications necessary in and for the performance of the services provided pursuant to this Contract and to conduct business in Ohio. DCTB further certifies that such approvals, licenses, and/or other qualifications are current and valid and shall remain as such throughout the life of this Contract.
16. FINANCIAL RECORDS: The DCTB shall maintain independent books, records, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such reports shall be subject to and made available at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
17. AVAILABILITY AND RETENTION OF RECORDS: At any time, during regular business hours, with reasonable notice and as often as the DCDJFS, the Comptroller General of the United States, the State, or other agency or individual authorized by the DCDJFS may deem necessary, DCTB shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. The DCDJFS and the above named parties shall be permitted by DCTB to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Contract.

DCTB understands and agrees that it shall maintain and preserve in its possession for a period of six (6) years from the date of the termination of this Contract and/or the submission of the final expenditure report, whichever is later, all financial records related to this Contract, including, but not limited to, any and all documentation used by the DCTB in the administration of the program and delivery of services. Likewise, the DCTB understands and agrees that it shall assure the maintenance and preservation of such records and documentation in the possession of any third party performing work related to this Contract for a like period of time, unless otherwise directed by the DCDJFS.

If any litigation, action, claim, negotiation, audit, or other action involving this Contract has been initiated, filed, or started before the expiration of the six (6) year period, the DCTB understands and agrees that it shall maintain and preserve all records and documents related to the performance of this Contract and shall assure that any such records or documents in the possession of a third party are maintained and preserved until the final completion of the litigation, action, claim, negotiation, audit, or other action and all issues which arise or are connected to such are resolved or until the end of the six (6) year period, whichever is later.

18. RESPONSIBILITY FOR AUDIT EXCEPTIONS: Each Party understands and agrees to individually accept responsibility for and shall be responsible for receiving, replying to, paying for, and/or complying with any audit exception which is the result of that party's own actions and/or for which that party is responsible. Such audit exceptions shall be issued by appropriate local, state, or federal auditing authority and shall be related to the provision of services under this Contract.
19. SAFEGUARDING OF CLIENT: DCTB understands and agrees that any and all information the DCTB receives from DCDJFS or by other means concerning individuals eligible for services under this Contract and/or information concerning any clients of DCDJFS, no matter the nature, is, with the exception of statistical information, strictly confidential. All names shall be strictly confidential. The DCTB further understands and agrees that any disbursement, use or disclosure of such information is prohibited, except upon the written consent of the eligible individual or his responsible parent or guardian, and may result in the termination of this Contract.
20. CIVIL RIGHTS: DCDJFS and DCTB agree that as a condition of this contract there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the DCTB will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.
21. PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS:

The Parties are political subdivisions of the state of Ohio or are boards, departments, entities, or parts thereof. As such, the Parties lack authority to indemnify. Therefore, the Parties understand and agree that each Party is and shall be responsible for its own negligence, actions, or omissions and/or the negligence,

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actions, or omissions of their respective boards, board members, officials, officers, employees, agents, representatives, servants, and/or volunteers, resulting from or related in any manner to the performance of this Contract. The Parties agree to be individually and solely responsible for any and all liability, loss, damages, injury, including death, penalties, costs, fines, fees, and/or related expenses that each may incur as a result of its own negligence, actions, or omissions and/or the negligence, actions, or omissions of its respective boards, board members, officials, officers, employees, agents, representatives, servants, and/or volunteers in the performance of this Contract.

22. INSURANCE:

The DCTB shall carry and maintain throughout the life of the Contract such bodily injury and property damage liability insurance and vehicle insurance or similar coverage through the Ohio Transit Risk Pool as will protect it and the Board, DCDJFS, Delaware County and their respective boards, board members, officials, officers, employees, agents, representatives, servants, and/or volunteers against any and all claims for personal injury, including death, or property damage, which may arise from the performance of or operations under this Contract, including the use of vehicles in connection therewith.

Prior to commencement of this Contract, the DCTB shall present to DCDJFS current certificates of insurance or proof of coverage, and shall maintain current such insurance or coverage during the term of this Contract. The insurance company or risk sharing pool needs to be identified for each insurance policy and/or coverage. The certificates of insurance and/or proof of coverage are to be signed by a person authorized by the insurance company or risk sharing pool to bind coverage on its behalf. All insurance and/or coverage shall be written by insurance companies or risk sharing pools licensed to do business in the State of Ohio. Additionally, any risk sharing pool shall be authorized by statute to provide coverage to DCTB.

23. TERMINATION:

A. Termination for the Convenience:

Either Party may terminate this Contract at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Party. The DCTB shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, the DCTB shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. Effect of Waiver of any Occurrence of Breach or Default:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If either Party fails to perform an obligation or obligations under this Contract and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by DCDJFS shall be authorized in writing and signed by an authorized DCDJFS representative.

24. ACCESSIBILITY OF PROGRAM TO HANDICAPPED: The DCTB agrees to make all Transportation Services and/or other services or programs provided pursuant this Contract available to disabled and/or handicapped individuals. The DCTB agrees as a condition of the Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the DCDJFS of Health and Human Services and termination of this Contract.

25. AMENDMENT OF CONTRACT: This Contract may be amended at any time by a written amendment signed by the Parties.

26. RESOLUTION OF DISAGREEMENT: DCDJFS and the DCTB agree to the following hierarchy in resolving disagreements related to this contract:

Level I: DCDJFS Supervisor/DCTB Executive Director  
Level II: DCDJFS Director/DCTB

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- 27. DRUG FREE ENVIRONMENT: The Parties agree to comply with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug free environment policy. The Parties shall make a good faith effort to ensure that all of their respective employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- 28. NOTICES: All notices which may be required by this Contract or by operation of any rule of law shall be hand delivered or sent via certified mail, return receipt requested, reputable nationally known overnight courier, return receipt requested, or facsimile to the following individuals and /or entities at the following addresses and shall be effective on the date received:
 

<p>DCTB:</p> <p>Delaware County Transportation Board 119 Henderson Court Delaware, Ohio 43015</p> <p>Fax: (740) 362-7603</p>	<p>DCDJFS:</p> <p>Delaware County Department of Job and Family Services 140 N. Sandusky Street Delaware, Ohio 43015</p> <p>Fax: (740) 833-2302</p>
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- 29. FINDINGS FOR RECOVERY: DCTB certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 30. SEVERABILITY: If any provision of this Contract is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of the Contract. All provisions of this Contract shall be deemed severable.
- 31. GOVERNING LAW: This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.
- 32. AUTHORITY TO SIGN: Any person executing this Contract in a representative capacity hereby warrants that he/she has authority to sign this Contract or has been duly authorized by his/her principal to execute this Contract on such principal's behalf.
- 33. ENTIRE AGREEMENT: This Contract (and its Attachments) shall constitute the entire understanding and agreement between the DCDJFS and the DCTB, 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.

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

**RESOLUTION NO. 15-366**

**IN THE MATTER OF AUTHORIZING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE BOARD OF DELAWARE COUNTY COMMISSIONERS AND CT CONSULTANTS FOR THE VILLAGE OF GALENA CLEAN OHIO TRAIL FUND PROJECT ENGINEERING CONSULTING SERVICES:**

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

WHEREAS, the Board of Delaware County Commissioners approved an inter-agency agreement with the Village of Galena per Resolution No. 13-156 to administer a Clean Ohio Trail Fund Project; and

WHEREAS, 65% of the engineering services have already been procured by the Delaware County Friends of the Trail; and

WHEREAS, the remaining 35% of the engineering services must be completed before construction of the trail;

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

Section 1. The Board of Commissioners approves a Professional Services Contract for Engineering Consulting Services with CT Consultants in an amount of Twenty Two Thousand Seven Hundred Ninety dollars (\$22,790) for essential engineering services and ten thousand two hundred dollars (\$10,200) of additional service for construction inspection and material testing if authorized, paid from COTF-166 from the Ohio Department of Natural Resources and matching funds from Preservation Parks and the Village of Galena.

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



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**Clean Ohio Trail Grant – Village of Galena**

**Section 1 – Parties to the Agreement**

This Agreement is made and entered into this 26th 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 CT Consultants, 7965 North High Street, Suite 340, Columbus, Ohio 43235 (“Consultant”).

**Section 2 – Contract Administrator**

The Delaware County Board of Commissioners hereby designates the Delaware County Economic Development Coordinator 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)**

Consultant agrees to furnish, unto the County, professional services in accordance with the Scope of Services and Price Proposal dated March 6, 2015, by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work 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 will compensate Consultant for the work specified above as outlined in Exhibit A attached to this agreement.

The fees specified shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

**Section 5 – Payment**

Compensation shall be paid periodically, but no more than once per month, and shall be based on the calculated percentage of work performed to date in accordance with the Consultant’s Price Proposal. 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 – Authorization to Proceed, Completion of Work, Delays and Extensions**

The Consultant shall commence Work upon written authorization of the Administrator and shall complete the work in a timely manner. In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

**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 subconsultants and subcontractors, 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 subconsultants and subcontractors, if any.
- 7.3 **Workers’ Compensation Coverage:** Consultant shall maintain workers’ compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subconsultants and subcontractors, if any.
- 7.4 **Professional Liability Insurance:** Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 7.5 **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. Consultant shall require all of its subconsultants and subcontractors to provide like endorsements.
- 7.6 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Consultant, and all of its subconsultants and 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 required by Subsection 7.5. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance

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

**Section 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 Consultant ordering termination of Work. The Consultant shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Consultant 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.

**Section 11 – Ownership of Engineering Documents**

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents or electronic files produced under this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement. 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 assigned to the Work as contemplated at the time of executing this Agreement.

**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. 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.
- Consultant, acting as an independent 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.**
- 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 **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.
- 13.5 **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.
- 13.6 **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.

- 13.7 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.
- 13.8 Findings for Recovery: Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.9 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

- 13.10 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.

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

**RESOLUTION NO. 15-367**

**IN THE MATTER OF ACCEPTING THE RECOMMENDATIONS OF THE VILLAGE OF ASHLEY TAX INCENTIVE REVIEW COUNCIL (TIRC) FOR PROGRAM YEAR 2014:**

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

WHEREAS, the Delaware County TIRCs were established per Board of Commissioner Resolution 15-201; and

WHEREAS, the TIRCs reviewed projects for compliance per Ohio Revised Code 5709.85(C) on Wednesday, March 11, 2015; and

WHEREAS, the Village of Ashley TIRC found the agreements are in compliance with all requirements and recommends continuing all of the residential CRA exemptions.

WHEREAS, the Board of Commissioners is required by the Ohio Revised Code to submit an annual report on the status of each agreement and the recommendations of the TIRC to the Director of the Ohio Development Services Agency.

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

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Section 1. The Board hereby accepts the TIRC's recommendations.

Section 2. The Board directs the Economic Development Coordinator to file all information required by the State of Ohio to the Director of the Ohio Development Services Agency.

Section 3. The Board hereby thanks the members of the TIRC for their service.

Section 4. This Resolution shall take effect and be in force immediately after its passage.

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

**RESOLUTION NO. 15-368**

**IN THE MATTER OF ACCEPTING THE RECOMMENDATIONS OF THE LIBERTY TOWNSHIP TAX INCENTIVE REVIEW COUNCIL (TIRC) FOR PROGRAM YEAR 2014:**

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

WHEREAS, the Delaware County TIRCs were established per Board of Commissioner Resolution 15-201; and

WHEREAS, the TIRCs reviewed projects for compliance per Ohio Revised Code 5709.85(C) on Wednesday, March 11, 2015; and

WHEREAS, the Liberty Township TIRC made recommendations to continue the State Automobile Mutual CRA subject to the receipt of reporting information and being found compliant with agreement requirements, to continue the CitiCorp Enterprise Zone subject to the receipt of annual fee payments, and to continue the CitiCorp CRA subject to the receipt of annual fee payments; and

WHEREAS, the Board of Commissioners is required by the Ohio Revised Code to submit an annual report on the status of each agreement and the recommendations of the TIRC to the Director of the Ohio Development Services Agency.

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

Section 1. The Board hereby accepts the TIRC's recommendations.

Section 2. The Board directs the Economic Development Coordinator to file all information required by the State of Ohio to the Director of the Ohio Development Services Agency.

Section 3. The Board hereby thanks the members of the TIRC for their service.

Section 4. This Resolution shall take effect and be in force immediately after its passage.

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

**RESOLUTION NO. 15-369**

**IN THE MATTER OF ACCEPTING THE RECOMMENDATIONS OF THE ORANGE TOWNSHIP TAX INCENTIVE REVIEW COUNCIL (TIRC) FOR PROGRAM YEAR 2014:**

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

WHEREAS, the Delaware County TIRCs were established per Board of Commissioner Resolution 15-201; and

WHEREAS, the TIRCs reviewed projects for compliance per Ohio Revised Code 5709.85(C) on Wednesday, March 11, 2015; and

WHEREAS, the Orange Township TIRC made recommends to continue the agreement with Menard, Inc. and to continue the Olentangy Crossings TIF agreement.

WHEREAS, the Board of Commissioners is required by the Ohio Revised Code to submit an annual report (now done electronically) on the status of each agreement and the recommendations of the TIRC to the Director of the Ohio Development Services Agency.

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

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Section 1. The Board hereby accepts the TIRC’s recommendations.

Section 2. The Board directs the Economic Development Coordinator to file all information required by the State of Ohio to the Director of the Ohio Development Services Agency.

Section 3. The Board hereby thanks the members of the TIRC for their service.

Section 4. This Resolution shall take effect and be in force immediately after its passage.

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

**RESOLUTION NO. 15-370**

**IN THE MATTER OF ACCEPTING THE RECOMMENDATIONS OF THE VILLAGE OF SHAWNEE HILLS TAX INCENTIVE REVIEW COUNCIL (TIRC) FOR PROGRAM YEAR 2014:**

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

WHEREAS, the Delaware County TIRCs were established per Board of Commissioner Resolution 15-201; and

WHEREAS, the TIRCs reviewed projects for compliance per Ohio Revised Code 5709.85(C) on Wednesday, March 11, 2015; and

WHEREAS, the Village of Shawnee Hills TIRC made recommendations to the agreements for TIF District 1 and TIF District 2; and

WHEREAS, the Board of Commissioners is required by the Ohio Revised Code to submit an annual report on the status of each agreement and the recommendations of the TIRC to the Director of the Ohio Development Services Agency.

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

Section 1. The Board hereby accepts the TIRC’s recommendations.

Section 2. The Board directs the Economic Development Coordinator to file all information required by the State of Ohio to the Director of the Ohio Development Services Agency.

Section 3. The Board hereby thanks the members of the TIRC for their service.

Section 4. This Resolution shall take effect and be in force immediately after its passage.

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

**RESOLUTION NO. 15-371**

**IN THE MATTER OF ACCEPTING THE RECOMMENDATIONS OF THE VILLAGE OF SUNBURY TAX INCENTIVE REVIEW COUNCIL (TIRC) FOR PROGRAM YEAR 2014:**

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

WHEREAS, the Delaware County TIRCs were established per Board of Commissioner Resolution 15-201; and

WHEREAS, the TIRCs reviewed projects for compliance per Ohio Revised Code 5709.85(C) on Wednesday, March 11, 2015; and

WHEREAS, the Village of Sunbury TIRC made recommendations to continue the American Showa EZ subject to the receipt of the annual fee payment, to continue the American Showa TIF agreement, and to continue the Sunbury Mills Plaza TIF agreement; and

WHEREAS, the Board of Commissioners is required by the Ohio Revised Code to submit an annual report on the status of each agreement and the recommendations of the TIRC to the Director of the Ohio Development Services Agency.

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

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Section 1. The Board hereby accepts the TIRC's recommendations.

Section 2. The Board directs the Economic Development Coordinator to file all information required by the State of Ohio to the Director of the Ohio Development Services Agency.

Section 3. The Board hereby thanks the members of the TIRC for their service.

Section 4. This Resolution shall take effect and be in force immediately after its passage.

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

**RESOLUTION NO. 15-372**

**IN THE MATTER OF SELECTING THE THREE MOST QUALIFIED CONSTRUCTION MANAGERS AT RISK FOR NEW CONSTRUCTION OF THE SANDUSKY STREET COURTHOUSE AND RELATED PARKING FACILITY FOR DELAWARE COUNTY, OHIO:**

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

WHEREAS, the Delaware County Board of Commissioners received a total of six proposals from Construction Managers at Risk for the new construction of the Sandusky Street Courthouse and related Parking Facility for Delaware County, Ohio; and

WHEREAS, section 9.334(A) of the Ohio Revised Code requires the public authority to select no fewer than three construction managers at risk which it considers to be the most qualified to provide the required construction management services; and

WHEREAS, the review committee recommends the top three most qualified firms are; Gilbane Building Company, Lend Lease Construction, Inc., and Messer Construction Company; and

WHEREAS, section 9.334(B) of the Ohio Revised Code requires the public authority to provide each construction manager at risk selected under section 9.334(A) of the Ohio Revised Code with a description of the project, including a statement of available design detail, a description of how the guaranteed maximum price for the project shall be determined, including the estimated level of design detail upon which the guaranteed maximum price shall be based, the form of the construction management contract, and a request for a pricing proposal;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Delaware County, State of Ohio, hereby selects Gilbane Building Company, Lend Lease Construction, Inc., and Messer Construction Company as the three most qualified construction managers at risk for the new construction of the Sandusky Street Courthouse and related Parking Facility for Delaware County, Ohio, and hereby authorizes and directs the Manager of Facilities to proceed with the request for pricing proposals.

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

**RESOLUTION NO. 15-373**

**IN THE MATTER OF APPROVING THE SANITARY SEWER CONSTRUCTION PLANS FOR SLATE RIDGE COMMERCIAL SOUTH AND LONDON CROSSING:**

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

Whereas, the Director of Environmental Services recommends sanitary sewer plans for Slate Ridge Commercial South and London Crossing for submittal to the Ohio EPA for their approval.

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plans for Slate Ridge Commercial South and London Crossing for submittal to the Ohio EPA for their approval.

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

**RESOLUTION NO. 15-374**

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND DLZ, OHIO INC. FOR GEOTECHNICAL INSPECTION FOR THE SCIOTO RESERVE IRRIGATION POND AND SCIOTO RESERVE GOLF COURSE DETENTION POND:**

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

WHEREAS, the Sanitary Engineer recommends approval of the contract between the Delaware County Board of Commissioners and DLZ, Ohio, Inc. for geotechnical inspection of the Scioto Reserve Irrigation Pond and Scioto Reserve Detention Pond (As part of the Harvest Point Sanitary Sewer Improvements)

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, that the following professional services contract is hereby approved:

**PROFESSIONAL SERVICES CONTRACT**

**GEOTECHNICAL INSPECTION-SCIOTO RESERVE IRRIGATION POND AND SCIOTO  
RESERVE GOLF COURSE DETENTION POND**

**Section 1 – Parties to the Agreement**

This Agreement is made and entered into this 26th 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 DLZ, 6121 Huntley Road, Columbus, Ohio 43229 ("Consultant").

**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)**

Consultant agrees to furnish, unto the County, professional services in accordance with the Scope of Services and Price Proposal dated March 17, 2015, by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work 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 will compensate Consultant for the work specified above as follows:

In accordance with the Scope of Services attached hereto (Exhibit "1") and, by this reference, hereby made part of this Agreement (hereinafter "the Scope"). The value of this agreement shall not exceed \$20,224.75 without prior written authorization from the County. In the event that the Consultant exceeds this value, the Consultant will be liable for all charges over and above the contract limit as stipulated herein.

The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

**Section 5 – Payment**

Compensation shall be paid periodically, but no more than once per month, and shall be based on the calculated percentage of work performed to date in accordance with the Consultant's Price Proposal. 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 – Authorization to Proceed, Completion of Work, Delays and Extensions**

The Consultant shall commence Work upon written authorization of the Administrator and shall complete the work in a timely manner. In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

**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 subconsultants and subcontractors, 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 subconsultants and subcontractors, if any.
- 7.3 **Workers' Compensation Coverage**: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subconsultants and subcontractors, if any.

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- 7.4 **Professional Liability Insurance:** Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 7.5 **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. Consultant shall require all of its subconsultants and subcontractors to provide like endorsements.
- 7.6 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Consultant, and all of its subconsultants and 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 required by Subsection 7.5. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County (10 days in the case of non-payment). 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 proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

**Section 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 Consultant ordering termination of Work. The Consultant shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Consultant 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.

**Section 11 – Ownership of Engineering Documents**

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents or electronic files produced under this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement. 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 assigned to the Work as contemplated at the time of executing this Agreement.

**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. 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.

**Consultant, acting as an independent 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.**



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- 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 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.
  
- 13.5 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.
  
- 13.6 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.
  
- 13.7 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.
  
- 13.8 Findings for Recovery: Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
  
- 13.9 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

- 13.10 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.

FURTHERMORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, approve a purchase order in the amount of \$20,224.75 from 66211902-5301.

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

**RESOLUTION NO. 15-375**

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND QUALITY CONTROL INSPECTION, INC. FOR INSPECTION**

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**SERVICES FOR THE REGIONAL SEWER DISTRICT FOR 2015.**

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

WHEREAS, the Sanitary Engineer recommends approval of the contract between the Delaware County Board of Commissioners and Quality Control Inspection, Inc. for construction inspection services in 2015,

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, that the following professional services contract is hereby approved:

**PROFESSIONAL SERVICES CONTRACT**

**CONSTRUCTION INSPECTION 2015**

**Section 1 – Parties to the Agreement**

This Agreement is made and entered into this 26th 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 Quality Control Inspection, Inc. (QCI) ("Consultant").

**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)**

Consultant agrees to furnish, unto the County, professional services in accordance with the Scope of Services and Price Proposal on the attached Exhibits A and B dated 1/1/15, by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work 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 will compensate Consultant for the work specified above as follows:

In accordance with the Scope of Services attached hereto (Exhibit "A") and, by this reference, hereby made part of this Agreement (hereinafter "the Scope"). The value of this agreement shall not exceed \$49,999.00 in billable services to the County 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.

Consultant and County agree that work will be performed on an as-needed basis as directed by the Delaware County Sanitary Engineer. Consultant and County both acknowledge that this agreement is not an exclusive agreement for Consultant to perform all inspection work within the County. The County may conduct inspections with its own staff or hire additional consultants to perform inspections as needed.

The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

**Section 5 – Payment**

Compensation shall be paid periodically, but no more than once per month, and shall be based on the calculated percentage of work performed to date in accordance with the Consultant's Price Proposal. 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 – Authorization to Proceed, Completion of Work, Delays and Extensions**

The Consultant shall commence Work upon written authorization of the Administrator and shall complete the work in a timely manner. In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

**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 subconsultants and subcontractors, 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 subconsultants and subcontractors, if any.

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- 7.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subconsultants and subcontractors, if any.
- 7.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 7.5 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. Consultant shall require all of its subconsultants and subcontractors to provide like endorsements.
- 7.6 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, and all of its subconsultants and 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 required by Subsection 7.5. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

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

**Section 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 Consultant ordering termination of Work. The Consultant shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Consultant 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.

**Section 11 – Ownership of Engineering Documents**

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents or electronic files produced under this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement. 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 assigned to the Work as contemplated at the time of executing this Agreement.

**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. 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.

**Consultant, acting as an independent Contractor, hereby certifies that it has five or more employees**

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**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 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.
- 13.5 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.
- 13.6 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.
- 13.7 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.
- 13.8 Findings for Recovery: Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.9 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

- 13.10 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.

**Section 14 – Term**

This Agreement shall be in effect upon execution of contract and continuing until December 31<sup>st</sup>, 2015

FURTHERMORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, approve a purchase order in the amount of \$49,999.00 from 66211902-5301

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

**RESOLUTION NO. 15-376**

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

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

The Director of Jobs & Family Services recommends the promotion of April Wehrle from a Social Services Worker III to a Social Services Supervisor; effective April 13, 2015;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the promotion of April Wehrle from a Social Services Worker III to a Social Services Supervisor; effective April 13, 2015.

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

**RESOLUTION NO. 15-377**

**IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATIONS FOR THE AUDITOR'S OFFICE:**

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

**Supplemental Appropriations**

10010101-5001	Auditor/Compensation	23,000.00
10010101-5101	Auditor/Health Insurance	2,564.00
10010101-5102	Auditor/Workers Comp	236.00
10010101-5120	Auditor/County Share OPERS	3,296.00
10010101-5131	Auditor/County Share Medicare	338.00

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

**ADMINISTRATOR REPORTS**

**Tim Hansley**  
-No reports

**COMMISSIONERS' COMMITTEES REPORTS**

**Commissioner O'Brien**  
-There will be a Regional Planning Commission meeting tonight at 7:00 PM. The agenda is light.

**Commissioner Merrell**  
-No reports

**RESOLUTION NO. 15-378**

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

It was moved by Mr. O'Brien, seconded by Mr. Merrell to adjourn into Executive Session at 9:49 AM.

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

**RESOLUTION NO. 15-379**

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

It was moved by Mr. O'Brien, seconded by Mr. Merrell to adjourn out of Executive Session at 10:42 AM.

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

**RESOLUTION NO. 15-380**

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

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

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

- (1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and
- (2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

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

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

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

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

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

**RESOLUTION NO. 15-381**

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

It was moved by Mr. O'Brien, seconded by Mr. Merrell to adjourn out of Executive Session at 11:47 AM.

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

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Gary Merrell

\_\_\_\_\_  
Ken O'Brien

\_\_\_\_\_  
Barb Lewis