

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 4, 2015

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

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

RESOLUTION NO. 15-667

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 1, 2015:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on June 1, 2015; and

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

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

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

RESOLUTION NO. 15-668

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM SPECIAL JOINT MEETING WITH THE CITY OF DELAWARE HELD JUNE 1, 2015:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in a special joint session on June 1, 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 special joint meeting with the City of Delaware.

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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 15-669

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0603:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0603 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Alere Toxicology	Job and Family Services Testing	22511607-5215	\$ 5,000.00
New Horizons	Job and Family Program	22311611-5348	\$ 20,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R1503686	CONCORD SCIOTO COMMUNITY AUTHORITY	PROJECT #1 SR PS AND BUTTS RD GRAVITY SEWER	66711901-5415	\$4,000,000.00
R1503702	METRO DEVELOPMENT LLC	RETURN OF UNUSED INSPECTION FEES: NORTH FARMS OFF SITE	66211902-5319	\$29,124.00

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R1503709	BELLEFAIRE JEWISH CHILDRENS BUREAU	RESIDENTIAL TREATMENT SERVICE CONTRACT	22511607- 5342	\$15,000.00
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Vote on Motion Mr. O'Brien Nay Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-670

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Court of Common Pleas is requesting that Lorrie Sanderson, Jarrod Burton and Aaron Howard attend a Line Officer Training Institute in Columbus, OH from June 10-12, 2015 at the cost of \$525.00 (fund number 25322312).

The County Administrator is requesting that Dawn Huston, Mindy Owens, Brad Euans, Dana Bushong and Jenny Downey attend an OHPELRA Summer Conference at the Columbus Policy Training Academy on June 19, 2015 at no cost.

The Interim Director of 911 Communications is requesting that Jeanette Adair participate in an on-line APCO Public Safety Telecommunicator Association Safety Course June 10 to July 7, 2015, at the cost of \$359.00 (fund number 21411306).

The Interim Director of 911 Communications is requesting that Kadi Scheeler participate in an on-line APCO Emergency Medical Dispatch Course June 10 to July 7, 2015, at the cost of \$409.00 (fund number 21411306).

Environmental Services is requesting that Mike Jones, Erik McPeck, Tiffany Jenkins, Eric Kletrovetz and Kelly Thiel attend the 2015 County Sanitary Engineers Association of Ohio (CSEAO) Summer Conference in Columbus, Ohio on June 8-9, 2015 at a total cost of \$475.00 from org key 66211902.

Environmental Services is requesting that Joseph Amato and John Hickman attend the Central Ohio Code Officials Association CSST Gas Piping Installation Seminar in Reynoldsburg, Ohio on June 10, 2015 at no cost.

Environmental Services is requesting that Chris Stanich, David Bean, Greg Miller, Joseph Amato, and Fred Fowler attend the Central Ohio Code Officials Association Inspector Skills training Seminar in Columbus, Ohio on June 30, 2015 at no cost.

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

RESOLUTION NO. 15-671

IN THE MATTER OF CHANGING THE STARTING TIME OF THE THURSDAY JUNE 25, 2015 COMMISSIONERS' SESSION TO 10:00AM:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to change the starting time of the Thursday June 25, 2015 Commissioners' Session To 10:00A.M..

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

RESOLUTION NO. 15-672

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR CREEKSIDE INDUSTRIAL PARK:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve the following sanitary sewer construction plans for Creekside Industrial Park for submittal to the Ohio EPA for their approval.

Whereas, the Director of Environmental Services recommends sanitary sewer plans for Creekside Industrial Park for submittal to the Ohio EPA for their approval.

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

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

RESOLUTION NO. 15-673

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT AGREEMENT FOR SPECTRUM RETIREMENT COMMUNITIES SANITARY PLAN:

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It was moved by Mr. O'Brien, seconded by Mrs. Lewis to approve the following sanitary sewer construction plans for Spectrum Retirement Communities Sanitary Plan for submittal to the Ohio EPA for their approval.

Whereas, the Director of Environmental Services recommends sanitary sewer plans for Spectrum Retirement Communities Sanitary Plan for submittal to the Ohio EPA for their approval.

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plans for Spectrum Retirement Communities Sanitary Plan for submittal to the Ohio EPA for their approval.

SANITARY SEWER IMPROVEMENTS AGREEMENT

DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 4th day of June 2015, by and between **S-K Powell Owner, LLC**, 200 Spruce Street, Suite 200, Denver, CO 80230 (hereinafter called "Developer"), and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County"), as evidenced by the **Spectrum Retirement Communities Sanitary Plan**, and is governed by the following considerations and conditions, to wit:

The Developer is to construct, install or otherwise make all public improvements (the "Improvements") shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Spectrum Retirement Communities Sanitary Plan**, dated March 16, 2015 and approved by the County on April 20, 2015, all of which are a part of this Agreement (Developer's "Work"). The Developer shall pay the entire cost and expense of the Improvements.

SECTION II: CAPACITY

There are **65.17** single family residential equivalent connections approved with this Agreement. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. The Developer acknowledges and agrees that capacity is not available until the Verona Forcemain Improvements, which are subject to a separate agreement, are accepted by the County. The Developer agrees to release the County and shall hold the County harmless from any liability arising from any delay in the Verona Forcemain Improvements.

SECTION III: FINANCIAL WARRANTY

The Developer shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$23,305.00**), which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Regulations of Delaware County, Ohio.

The Developer shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the Delaware County Sanitary Engineer a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The Developer shall, prior to the start of construction of the Improvements, execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction of the Verona Forcemain Improvements (\$900,000.00), in accordance with the Sanitary Sewer Improvements Agreement for the Verona Forcemain Improvements, which is acceptable to the County Commissioners.

The Developer 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 Improvements.

SECTION IV: FEES

It is further agreed that upon execution of this Agreement, the Developer shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of **Spectrum Retirement Communities Sanitary Plan (\$815.68)**. The Developer shall also deposit with the Delaware County Sanitary Engineer the sum of (**\$1950.00**) estimated to be necessary to pay the cost of inspection for **Spectrum Retirement Communities Sanitary Plan** by the Delaware County Sanitary Engineer. The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Developer and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the Delaware County Sanitary Engineer shall be reimbursed from charges against the deposit. At such time as the fund has been depleted to a level of \$600.00 or less, as a result of charges against the fund at the rate of:

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

for time spent by the Delaware County Sanitary Engineer or his or her staff, the Developer shall make an additional deposit of \$600.00 to the fund. Upon completion of all Improvements provided herein and acceptance of the Improvements by the County, any unused portions of the inspection fund shall be repaid to the Developer, less an amount equal to \$0.75 per foot of sewer, which will be deducted to cover re-inspection.

In addition to the charges above, the Developer shall pay the cost of any third party inspection services for Spectrum Retirement Communities Sanitary Plan as required by the County.

SECTION V: CONSTRUCTION

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

The Developer shall indemnify and save harmless the County, Townships, Villages, and/or Cities, and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of the Developer, and any of its contractors or sub-contractors, or from any material, method or explosive used in the Work or by or on account of any accident caused by negligence or any other act or omission of Developer, and any of its contractors or the contractors' agents or employees in connection with the Work.

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

If, due to unforeseen circumstances during construction activities, the Developer must install any of the Improvements to a different location than shown on the approved and signed construction plans, the Developer shall request a revision to the construction plans, and the Delaware County Sanitary Engineer shall evaluate this request. If the request for a revision is approved in writing by the Delaware County Sanitary Engineer, then the Developer shall provide and record revised permanent, exclusive sanitary easements prior to the County's acceptance of the sewer. The language and dimensions of the revised permanent exclusive sanitary easements shall be subject to the approval of the Delaware County Sanitary Engineer.

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

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

SECTION VI: EASEMENTS

The Developer shall provide to the County all necessary easements or rights-of-way required to complete the Improvements, all of which shall be obtained at the expense of the Developer. All Improvements, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within a recorded permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be subject to approval by the Delaware County Sanitary Engineer. The dimensions of all easements shall be as shown on the approved engineering drawings. Easements and rights-of-way shall be recorded and provided to the Delaware County Sanitary Engineer before a preconstruction meeting will be permitted and before construction may begin on the Improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted, in writing, by the Delaware County Sanitary Engineer.

SECTION VII: COMPLETION OF CONSTRUCTION

The Developer agrees that the Verona Forcemain Improvements must be completed and accepted by the County prior to the acceptance of the Spectrum Retirement Communities sanitary sewer improvements.

The County shall, upon certification in writing from the Delaware County Sanitary Engineer that construction of all Improvements is complete according to the plans and specifications, by Resolution accept the Improvements described herein and accept and assume operations and maintenance of the Improvements.

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The Developer shall, within thirty (30) days following completion of construction of the Improvements, and prior to final acceptance, furnish to the County as required:

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

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

The Developer, for a period of five (5) years after acceptance of the Improvements by the County, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the Improvements shall be the same as new equipment warranties and shall be assigned to the County immediately upon expiration of the five (5) year maintenance period, or, in the event the Developer is found to be in default of its maintenance obligation, immediately upon demand of the County.

After acceptance, the capacity charge **and any surcharges** shall be paid by the applicant upon request to the Delaware County Sanitary Engineer for a tap permit to connect to the sanitary sewer.

SECTION VII: SIGNATURES

IN CONSIDERATION WHEREOF, the County Commissioners hereby grant the Developer or its agent the right and privilege to make the Improvements stipulated herein and as shown on the approved plans.

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

RESOLUTION NO. 15-674

IN THE MATTER OF ACCEPTING SANITARY EASEMENTS FROM THOMAS A. SANFILLIPO, TRUSTEE:

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

WHEREAS, Sanitary Easements are required for the Triple T Transport Corporate Headquarters Office Complex.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby accepts the sanitary easements granted by Thomas A. Sanfillipo, Trustee.

(Copy available for review at the Commissioners' Office until no longer of administrative value.)

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

RESOLUTION NO. 15-675

IN THE MATTER OF ACCEPTING EASEMENTS FOR SANITARY SEWER PURPOSES FROM COLUMBUS OUTLETS, LLC:

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

WHEREAS, Sanitary Easements are required for the Berkshire Outlet Mall.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby accepts the sanitary easements granted by Columbus Outlets, LLC.

(Copy available for review at the Commissioners' Office until no longer of administrative value.)

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

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RESOLUTION NO. 15-676

IN THE MATTER OF ACCEPTING A SANITARY EASEMENT FROM A.D. FARROW, LLC:

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

WHEREAS, Sanitary Easements are required for the Berkshire Outlet Mall.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby accepts the sanitary easement granted by A.D. Farrow, LLC.

(Copy available for review at the Commissioners' Office until no longer of administrative value.)

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

RESOLUTION NO. 15-677

IN THE MATTER OF ACCEPTING A SANITARY EASEMENT FROM RICHARD B. IGO, LUCINDA IGO FARRELL, REBECCA S. HAZELBAKER, JAMES S. IGO, AND WILLIAM M. IGO:

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

WHEREAS, Sanitary Easements are required for the Berkshire Outlet Mall.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby accepts the sanitary easement granted by Richard B. Igo, Lucinda Igo Farrell, Rebecca S. Hazelbaker, James S. Igo, and William M. Igo.

(Copy available for review at the Commissioners' Office until no longer of administrative value.)

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

RESOLUTION NO. 15-678

IN THE MATTER OF APPROVING CHANGE ORDER NO. 1 FOR THE QUAIL MEADOWS ELECTRICAL DESIGN SERVICES:

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

Whereas, Delaware County is currently under contract with Stantec Consulting Services to provide design and some construction services for the Quail Meadows Pump Station Upgrade; and

Whereas, this change order adds services for Construction Inspection and Contract Administration on an as-needed basis; and

Whereas, there is an increase in the Contract Amount of \$20,000 (from \$43,363.00 to \$63,363.00); and

Whereas, the Sanitary Engineer has reviewed the above request and recommends the issuance of Change Order No. 1.

THEREFORE BE IT RESOLVED by the Delaware County Board of Commissioners to approve Change Order No. 1 for the Quail Meadows Electrical Design Services project.

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

RESOLUTION NO. 15-679

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND HAZEN AND SAWYER, P.C. FOR THE ALUM CREEK WATER RECLAMATION FACILITY WHOLE EFFLUENT TOXICITY EVALUATION:

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

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

Now Therefore Be It Resolved that that Delaware County Board of Commissioners approve the following Agreement with Hazen and Sawyer, P.C. for the Alum Creek Water Reclamation Facility Whole Effluent Toxicity Evaluation.

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REGIONAL SEWER DISTRICT
ALUM CREEK WATER RECLAMATION FACILITY
WHOLE EFFLUENT TOXICITY EVALUATION CONTRACT

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 4th day of June, 2015 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Hazen and Sawyer, P.C. 150 East Campus View Blvd., Suite 133 Columbus, Ohio 43235 (“Contractor”) (hereinafter collectively referred to as the “Parties”).

Section 2 – Contract Administrator

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

Section 3 – Scope of Services (Work)

Please See attached Exhibit “A” for work scope, Task 1 only. Task 2 and Task 3 will remain as authorized at the discretion of the County.

Section 4 – Compensation

The County shall pay the Contractor for the services provided in Task 1 for the total sum of Fifteen Thousand Dollars and no cents.

Section 5 – Payment

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

Section 6 – Term

This Agreement shall be in effect upon execution of this Agreement until December 31st, 2015 or until the services have been completed, whichever occurs first.

Section 7 – Insurance

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

Section 8 – Liability and Warranties

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

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

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liable.

Section 9 – Suspension or Termination of Agreement

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

Section 10 – Change in Scope of Work

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

Section 11 – Miscellaneous Terms & Conditions

- 11.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 11.2 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 11.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 11.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 11.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 11.7 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

- 11.8 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

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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.

Furthermore, Be It Resolved that the Board of County Commissioners approve a purchase order with Hazen and Sawyer, P.C. in the amount of \$15,000 from org key 66211904-5301.

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

RESOLUTION NO. 15-680

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Interim Director of Job and Family Services recommends accepting the voluntary resignation of Judy Mitchell as an Employment Counselor; effective June 5, 2015.

Therefore Be it Resolved, the Board of Commissioners approve the voluntary resignation of Judy Mitchell as an Employment Counselor; effective June 5, 2015.

The County Administrator recommends accepting the retirement resignation of Sharon Creamer as a Staff Assistant; effective June 26, 2015.

Therefore Be it Resolved, the Board of Commissioners approve the retirement resignation of Sharon Creamer as a Staff Assistant; effective June 26, 2015.

The Interim Director of Job and Family Services recommends accepting the voluntary resignation of Liz Bailey as a Social Services Worker III; effective May 28, 2015.

Therefore Be it Resolved, the Board of Commissioners approve the voluntary resignation of Liz Bailey as a Social Services Worker III; effective May 28, 2015.

The Director of Environmental Services recommends the hiring of Nathan Givens as a Staff Engineer I; effective June 22, 2015.

Therefore Be it Resolved, the Board of Commissioners approve the hiring of Nathan Givens as a Staff Engineer I; effective June 22, 2015.

The Director of Environmental Services recommends the hiring of Henry Stephenson as a Staff Engineer I; effective June 15, 2015.

Therefore Be it Resolved, the Board of Commissioners approve the hiring of Henry Stephenson as a Staff Engineer I; effective June 15, 2015.

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

ADMINISTRATOR REPORTS

Tim Hansley

-No reports

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

-No reports

Commissioner O'Brien

-Attended and participated in an EMA executive meeting. Had a discussion about changing some of the by-laws but cannot do that without a super-quorum

Commissioner Merrell

-Update on the joint meeting with the City of Delaware. Thought the meeting was constructive.

RESOLUTION NO. 15-681

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

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to adjourn into Executive Session at 9:46 AM.

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

RESOLUTION NO. 15-682

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to adjourn out of Executive Session at 11:05 AM.

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

There being no further business, the meeting adjourned.

Gary Merrell

Ken O'Brien

Barb Lewis

Jennifer Walraven, Clerk to the Commissioners