

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 6, 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

RESOLUTION NO. 15-781

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 29, 2015:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on June 29, 2015; and

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

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

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye -

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 15-782

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0702:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0702 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Ohio CAT	Testing of motors	66211903-5328	\$2,820.00
Ohio CAT	Testing of motors	66211904-5328	\$3,760.00
Treasurer State of Ohio	Audit	10011102-5301	\$5,551.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Desc</u>	<u>Line Account</u>	<u>Amount</u>	<u>Line</u>
R1504013	PNC BANK	PURCHASE OF EQUIPMENT -	66211904 -	\$25,000.00	0001
		ALUM CREEK	5450		
R1504051	MANAGER PLUS SOLUTIONS LLC	SUBSCRIPTION	10011106 -	\$6,770.00	0001
			5320		

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye -

RESOLUTION NO. 15-783

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The EMS Department is requesting that Curt Hill attend a Human Trafficking 101 Workshop in Liberty Township July 21, 2015; at no cost.

The Court of Common Pleas is requesting that Lamont Kaiser attend a conference on guardianship in Mesa, Arizona from October 23-27, 2015 at the cost of \$1747.00 (fund number 27826325).

Environmental Services is requesting that Chris Bean, Bill Johnson, Greg Miller and Ed Spiers attend the Central Ohio Code Officials Association Manual J/D/S/ - HVAC Design and Sizing Seminar in Reynoldsburg, Ohio on July 8, 2015 at no cost.

Vote on Motion - Mr. Merrell Aye Mrs. Lewis Aye

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RESOLUTION NO. 15-784

**IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES CONTRACT WITH
WOOLPERT, INC. FOR THE PROJECT KNOWN AS DEL-CR10-2.91, SOUTH OLD STATE ROAD
IMPROVEMENTS, PHASE 2:**

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

WHEREAS, section 305.15 of the Revised Code provides that a Board of Commissioners may enter into contracts with any person, firm, partnership, association, or corporation qualified to perform engineering services in the state; and

WHEREAS, the County Engineer has received proposals from engineering firms interested in providing services for the project known as DEL-CR10-2.91, South Old State Road Improvements, Phase 2; and

WHEREAS, the County Engineer has selected the consulting firm of Woolpert, Inc. through a Qualifications-Based Selection Process and has negotiated a fee and agreement to provide the required services for engineering and design of the improvements, and requests that the Board enter into Contract with said firm;

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
DEL-CR10-2.91, SOUTH OLD STATE ROAD IMPROVEMENTS, PHASE 2**

Section 1 – Parties to the Agreement

Agreement made and entered into this 6th day of July, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and the firm of Woolpert, Inc., One Easton Oval, Suite 310, Columbus, Ohio 43219.

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 June 10, 2015, by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work under the direction of the Administrator in accordance with the standard of care ordinarily exercised by members of the same profession.

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 **One Hundred Eighteen Thousand Four Hundred Sixty Dollars (\$118,460)** plus additional “If Authorized” tasks identified in said Price Proposal not to exceed **Twenty-Three Thousand Thirty Six Dollars (\$23,036)** 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 no later than December 30, 2016. 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.

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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.
- 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 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 (ten days (10) prior written notice for cancellation due to non-payment of premiums). 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 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. Upon payment in full to the Consultant and except as provided otherwise herein, 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. Notwithstanding, the Consultant and its subconsultants shall retain their ownership rights and interests in any of their previously developed details, specifications, drawings, software, routines, or documentation that may be incorporated into a deliverable although the County shall receive a non-exclusive, non-transferrable limited license to use the previously developed items in connection with the use of the deliverable as a whole. 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.

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- 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 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**

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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 Aye

RESOLUTION NO. 15-785

IN THE MATTER OF DECLARING THE NECESSITY FOR IMPROVEMENTS TO THE WORTHINGTON/FREEMAN ROAD INTERSECTION, ALONG WITH APPROVING A PROFESSIONAL SERVICES CONTRACT WITH PATRICK ENGINEERING, INC. FOR THE PREPARATION OF PLANS FOR THE PROJECT KNOWN AS DEL-CR013(TR111) – WORTHINGTON/FREEMAN ROAD INTERSECTION:

It was moved by Mrs. Lewis, 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 fix the route and termini of the improvement and may authorize such Improvement, and;

Whereas the County Engineer has determined that improvements to the intersection of Worthington Road and Freeman Road, including turn lanes, traffic signal or roundabout is required to improve the traffic flow through the area and recommends that the Board proceed with Improvements thereof;

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

Section 1: The public convenience and welfare require improvements to the intersection of Worthington Road (CR 13) and Freeman Road (TR 111), for the improvement of traffic flow thru the area, including turn lanes, traffic signals or roundabout, and that the Improvement known as DEL-CR013(TR111) – Worthington/Freeman Road Intersection be initiated for such purpose, and:

Section 2: The costs of 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.

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES CONTRACT WITH PATRICK ENGINEERING, INC. FOR THE PROJECT KNOWN AS DEL-CR013 (TR111) – WORTHINGTON/FREEMAN ROAD INTERSECTION:

Whereas Section 305.15 of the Revised Code provides that a Board of Commissioners may enter into contracts with any person, firm, partnership, association or corporation qualified to perform engineering services in the state, and;

Whereas the County Engineer has received proposals from engineering firms interested in providing services for the project known as DEL-CR013(TR111) – Worthington/Freeman Road Intersection;

Whereas, the County Engineer has selected the consulting firm of Patrick Engineering, Inc. to provide the required services for engineering and design of the Improvements, and requests that the Board enter into Contract with said firm;

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

The Board hereby enters into the following Contract, and due compensation will be paid from any funds appropriated for road and bridge construction:

PROFESSIONAL SERVICES CONTRACT
DEL-CR013(TR111) – Worthington/Freeman Road Intersection

Section 1 – Parties to the Agreement

Agreement made and entered into this 6th day of July, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and the firm of Patrick Engineering, Inc., 3650 Olentangy River Road, Suite 110, Columbus, OH, 43214.

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 June 2, 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

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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 One Hundred Sixty Thousand, Eight Hundred Sixty One Dollars and Forty Nine Cents (**\$160,861.49**) plus additional “If Authorized” tasks identified in said Price Proposal not to exceed Sixty Four Thousand, Eight Hundred Fifty Six Dollars and Forty Nine Cents (**\$64,856.49**) in total, 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 no later than January 6, 2017. Consultant shall not proceed with Work on “If Authorized” tasks without written authorization from the Administrator. 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.
- 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 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.

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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 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 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

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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 Mrs. Lewis Aye - Mr. Merrell Aye

RESOLUTION NO. 15-786

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR NORTHSTAR SECTION 1, PHASE C, PART 2:

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

Whereas Northstar Residential Development, LLC has submitted the Plat of Subdivision (“Plat”) for Northstar Section 1, Phase C, Part 2, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Berkshire Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on March 18, 2015; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on March 23, 2015; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on June 1, 2015, and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on June 2, 2015; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on June 26, 2015.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Northstar Section 1, Phase C, Part 2.

Northstar Section 1, Phase C, Part 2

Situated in the State of Ohio, County of Delaware, Township of Berkshire, Located in Farm Lot 1 (8.817 acres) and Farm Lot 2 (6.659 acres), Quarter Township 2, Township 4, Range 17, United States Military Lands, Containing 15.476 acres of land, more or less, said 15.476 acres being part of that tract of land conveyed to Northstar Residential Development, LLC, by deed of record in Official Record 879, Page 1476, Recorder’s Office, Delaware County, Ohio. Cost \$99.

Vote on Motion - Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-787

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IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR NORTHSTAR SECTION 2, PHASE A:

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

Whereas Northstar Residential Development, LLC has submitted the Plat of Subdivision (“Plat”) for Northstar Section 2, Phase A, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Berkshire Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on March 17, 2015; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on March 18, 2015; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on May 28, 2015, and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on June 2, 2015; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on June 26, 2015.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Northstar Section 2, Phase A.

Northstar Section 2, Phase A

Situated in the Township of Berkshire, County of Delaware, State of Ohio and being a part of Farm Lot 1, Quarter Township 2, Township 4, Range 17, United States Military Survey Lands, and being the same tract as conveyed to Northstar Residential Development, LLC as described in Official Record Volume 879, Page 1476, County Recorder’s Office, Delaware, Ohio. Cost \$30.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye -

RESOLUTION NO. 15-788

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR NORTHSTAR SECTION 1, PHASE C, PART 1:

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

Whereas Northstar Residential Development, LLC has submitted the Plat of Subdivision (“Plat”) for Northstar Section 1, Phase C, Part 1, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Berkshire Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on March 17, 2015; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on March 18, 2015; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on May 28, 2015, and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on June 2, 2015; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on June 26, 2015.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Northstar Section 1, Phase C, Part 1.

Northstar Section 1, Phase C, Part 1

Situated in the State of Ohio, County of Delaware, Township of Berkshire, Located in Farm Lot 1, Quarter

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Township 2, Township 4, Range 17, United States Military Lands, Containing 5.037 acres of land, more or less, said 5.037 acres being part of that tract of land conveyed to Northstar Residential Development, LLC, by deed of record in Official Record 879, Page 1476, Recorder’s Office, Delaware County, Ohio. Cost \$36.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye -

RESOLUTION NO. 15-789

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR CHESHIRE WOODS SECTION 3, PHASE A:

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

Whereas Homewood Corporation has submitted the Plat of Subdivision (“Plat”) for Cheshire Woods Section 3, Phase A, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Berkshire Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on January 26, 2015; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on March 9, 2015; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on June 4, 2015, and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on June 4, 2015; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on June 26, 2015.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Cheshire Woods Section 3, Phase A.

Cheshire Woods Section 3, Phase A

Situated in the State of Ohio, County of Delaware, Township of Berkshire, Located in Farm Lots 18 and 19, Quarter Township 3 Township 4, Range 17, United States Military Lands, and Containing 28.746 acres of land, more or less, said 28.746 acres being all out of that 73.16 acre tract of land deeded to Homewood Corporation, an Ohio Corporation, in Official Record 876, Page 1269, being of record in the Recorder’s Office, Delaware County, Ohio. Cost \$96.

Vote on Motion - Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-790

IN THE MATTER OF APPROVING OWNER’S AGREEMENT FOR SITE PLANS FOR NELSON FARMS SECTION 2, PHASE B:

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

Whereas, as The Engineer recommends approving the Owner’s Agreement For Site Plans for Nelson Farms Section 2, Phase B;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner’s Agreement for Site Plans for Nelson Farms Section 2, Phase B:

Owner’s Agreement for Site Plans for Nelson Farms Section 2, Phase B

OWNER’S AGREEMENT
PROJECT NUMBER: 14012

THIS AGREEMENT, executed on this 6th day of July 2015, between **NELSON FARMS ASSOCIATES, INC**, hereinafter called ‘**OWNER**’ and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **NELSON FARMS SECTION 2, PHASE B**, further identified as Project Number 14012, is governed by the following considerations to wit:

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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 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 **THIRTY-SIX THOUSAND THREE HUNDRED DOLLARS (\$36,300)** 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.

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EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$454,300
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 45,400
INSPECTION FEE DEPOSIT	\$ 36,300

Vote on Motion Mr. Merrell Aye - Mrs. Lewis Aye

RESOLUTION NO. 15-791

IN THE MATTER OF APPROVING AN AGREEMENT REGARDING USE OF FREQUENCIES FOR ACTIVATING TORNADO SIREN BETWEEN THE VILLAGE OF ASHLEY, THE CITY OF DELAWARE AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS:

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

Whereas, the Director of Emergency Management recommends the following agreement;

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

**AGREEMENT REGARDING USE OF FREQUENCIES
FOR ACTIVATING TORNADO SIREN**

This Agreement by and between the Village of Ashley (Village), the City of Delaware, Ohio (City) and Delaware County Ohio together "The Parties", witnesseth:

By mutual agreement of the Parties and for good and valuable consideration, receipt of which is hereby acknowledged by all Parties, it is hereby agreed that:

- 1) The Village of Ashley, Ohio desires to utilize the signal generated by the City of Delaware Early Warning System on frequency 154.355MGH; or any successor, to activate its Village of Ashley Tornado Siren as an Early Warning System.
- 2) The City agrees to allow the Village of Ashley to utilize the radio frequency set forth above to activate its tornado siren upon the terms set forth herein.
- 3) The Village of Ashley agrees to forever release and absolve the City of Delaware and Delaware County from any and all liability resulting from the operation or non-operation of the City's Tornado Siren System for whatever reason and for whatever cause.
- 4) Delaware County has reviewed and approves the terms of this agreement.

Vote on Motion Mrs. Lewis Aye - Mr. Merrell Aye

RESOLUTION NO. 15-792

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR THE VICTIMS OF CRIME AND STATE VICTIMS ASSISTANCE GRANT (VOCA/SVAA) FOR VICTIM SERVICES:

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

Grant #	2016 VAGENE445
Source:	VOCA- Ohio Attorney General
Grant Period:	October 1, 2015 – September 30, 2016
Federal Grant Requested Amount:	\$ 127,698.78
Local Match:	<u>\$ 31,924.69</u>
Total VOCA Grant Amount:	\$ 159,623.47

Grant #	2016 SAGENE445
Source:	SVAA- Ohio Attorney General
Grant Period:	October 1, 2015 – September 30, 2016
Federal Grant Requested Amount:	\$ 2,106.01
Local Match:	<u>0.00</u>

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Total SVAA Grant Amount: \$ 2,106.00

Total Grant Amount: \$ 161,729.48

The authorization of us to apply for this grant allows us to continue to employ our Victim Services Assistant and Civil Protection Order Specialist. The Federal government has given VOCA more funds to work with this year, so we have included our Victim Services Director to be paid by the grant as well. Without these positions our Victim Services Unit would be unable to sustain the amount of victims and would in turn be a disservice to the people of Delaware County.

Vote on Motion - Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-793

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARDS FOR THE JOB AND FAMILY SERVICES DEPARTMENT:

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

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

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

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

Amendment to Current Cards

Appointing Authority: Board of Commissioner
Office/Department: Job and Family Services

Daily spending per card: \$24,999
Monthly spending per card: \$50,000
Single transaction limit: \$24,999
Daily number of transactions per card: 20
Monthly number of transactions per card: 100

Name on Card: Angela Thomas

Department Coordinator: Joy Vanzant

Appointing Authority: Board of Commissioner
Office/Department: Job and Family Services

Daily spending per card: \$24,999
Monthly spending per card: \$50,000
Single transaction limit: \$24,999
Daily number of transactions per card: 20
Monthly number of transactions per card: 100

Name on Card: Steve Ehrle

Department Coordinator: Joy Vanzant

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye -

RESOLUTION NO. 15-794

IN THE MATTER OF APPROVING THE TECHNICAL SERVICE SUPPORT AGREEMENT ADDENDUM BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY EMERGENCY MEDICAL SERVICES AND PHYSIO-CONTROL CORPORATION:

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

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Whereas, the EMS department recommends approval of the agreement addendum with Physio-Control Corporation;

Now, Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the agreement addendum with Physio-Control Corporation.

TECHNICAL SERVICE SUPPORT AGREEMENT

Contract Number:PB16L668
End User # 03703901
DELAWARE COUNTY EMS
10 COURT ST.
DELAWARE, OH 43015

Bill to # 03703901
DELAWARE COUNTY EMS
10 COURT ST.
DELAWARE, OH 43015

This Technical Service Support Agreement begins on 6/6/2013 and expires on 6/5/2016.

The designated Covered Equipment and/or Software is listed on Schedule A. This Technical Service Agreement is subject to the Terms and Conditions on the reverse side of this document and any Schedule B, if attached. If any Data Management Support and Upgrade Service is included on Schedule A then this Technical Service Support Agreement is also subject to Physio-Control's Data Management Support and Upgrade Service Terms and Conditions, rev 7/99-1.

Price of coverage specified on Schedule A is \$44,114.54 per term, payable in Annual installments.

This price represents an adjustment of \$5,240.54 based on this contract's previous price of \$38,874.00

Special Terms

15% DISCOUNT ON ACCESSORIES
15% DISCOUNT ON ALL ELECTRODES

Purchase Order Number: P1303768

Customer Contact:
Chief Mike Schuiling Phone: 740-833-2190 FAX:

Reference Number: SC-0495 Addendum

Territory Rep: EALL59 Gary Payne
FAX: 800-772-3340

**PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT TERMS AND CONDITIONS**

Customer's signature on this Agreement or a valid purchase order referencing this Technical Service Support Agreement is required prior to Physio-Control's acceptance and performance of this Agreement. This Agreement covers only the equipment listed on Schedule A ("Covered Equipment"). These terms constitute the complete agreement between the parties and they shall govern over any other documents, including Customer's purchase order. These terms may not be revised in any manner without the prior written consent of Physio-Control.

SERVICES. The Services provided under this Agreement are set forth on Schedule A. Physio-Control strives, but does not guarantee, to return service calls within two (2) hours and to resolve service issues within twenty-four (24) hours. Following Services, Physio-Control will provide Customer with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement. The following Services are available and further described as they relate to each specific Physio-Control device on Schedule B:

"*Repair Plus Service*" or "*Repair Only Service*" means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions (as set forth below).

"*Preventative Maintenance*" or "*Inspection Only Service*" means inspection and adjustment to maintain Covered Equipment in satisfactory operating condition. Inspections include tests, measurements, and a thirty-point evaluation of Covered Equipment. Covered Equipment is properly calibrated, mechanical operations are checked and adjusted, if necessary, and output measurements are verified to function properly. Electrical safety checks are also performed in accordance with National Fire Protection Association (NFPA) guidelines. Preventative Maintenance and Inspection Only Service are subject to Exclusions.

"*Comprehensive Service*" or "*Repair & Inspect Service*" means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, and inspections to verify proper device calibration, mechanical operations and output measurements, electrical safety check in accordance with NFPA guidelines, and Updates (as set forth below), subject to Exclusions.

"*Battery Replacement Service*" means replacement of batteries on a one-for-one, like-for-like basis, up to the

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number of batteries and/or devices listed in Schedule A. Only batteries manufactured or distributed by Physio-Control are eligible for replacement. Battery replacement is available upon Customer notification to Physio-Control of the occurrence of: (i) battery failure as determined by Customer's performance testing and evaluation in accordance with the applicable Operating Instructions; or (ii) as recommended in the applicable device's Operating Instructions.

At the discretion of Physio-Control, battery replacement shall be effected by shipment to Customer and replacement by Customer, or by on-site delivery and replacement by a Physio-Control Service Technician. Upon Customer's receipt of a replacement battery, the battery being replaced shall become the property of Physio-Control, and Customer must return the battery being replaced to Physio-Control for proper disposal. In the event that Physio-Control does not receive the battery being replaced, Physio-Control will invoice Customer the then-current rate for the replacement battery.

"On-Site Service" means that a Physio-Control factory-trained technician will provide Services at Customer's location. Services will be performed between 8:00am and 5:00pm local time, Monday through Friday, excluding holidays. Customer is to ensure Covered Equipment is available for Services at scheduled times. Some Services may not be completed On-Site. Physio-Control will cover travel and/or round-trip freight for Covered Equipment that must be sent to our designated facility for repair.

"Ship-In Service" means that Services will be performed at Physio-Control's designated facility. Physio-Control will cover round-trip freight for Covered Equipment that is sent to our designated facility for Services.

If Covered Equipment is not available when Services are scheduled or Customer requests services or goods not covered by this Agreement or outside of designated Services frequency or hours, Physio-Control will charge Customer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel costs in addition to the contract price. Repair parts required for such repairs will be made available at 15% off the then-current list price.

EXCLUSIONS. Unless otherwise specified, Services do not include the following Exclusions:

- supply or repair of accessories or disposables
- repair of damage caused by misuse, abuse, abnormal operating conditions, operator errors, acts of God, and use of batteries, electrodes, or other products not distributed by Physio-Control
- case changes
- repair or replacement of items not originally distributed or installed by Physio-Control
- Upgrades, and installation of Upgrades
- battery maintenance, performance testing, evaluation, removal, and recycling

LOANERS. If Covered Equipment must be removed from use to complete Services, Physio-Control will strive to provide Customer with a similar loaner device until the Covered Equipment is returned. Customer assumes complete responsibility for the loaner and shall return the loaner at Customer's expense to Physio-Control in the same condition as received, upon the earlier of the return of the removed Covered Equipment or Physio-Control's request.

UPDATES. *"Update"* means a change to a device to enhance its current features, stability, or software. If Comprehensive Service or Repair & Inspect Service is designated for Covered Equipment on Schedule A, Physio-Control will install Updates at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. Updates installed on Covered Equipment designated on Schedule A as Repair Plus Service, Repair Only Service, Preventative Maintenance Service, Inspection Only Service, or at a time other than regularly scheduled Comprehensive Service or Repair & Inspect Service, will be billed on a separate invoice at 20% off the then-current list price of the Update. For all Service plans, if parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

UPGRADES. *"Upgrade"* means a major, standalone version of software or the addition of features or capabilities to a device. For all Service plans, Upgrades must be purchased separately and are not provided under this Agreement. Upgrades are available at a rate of 17% off the then-current list price.

PRICING. Pricing is set forth on the first page of this Agreement, on the Quote for Services, and/or on the Invoice for the Services purchased. Prices do not include taxes. Sales, service or use taxes will be invoiced in addition to the price of the goods and Services covered by this Agreement unless Physio-Control receives a copy of a valid exemption certificate. If the number or configuration of Covered Equipment changes during the Term, pricing shall be pro-rated accordingly. For Preventative Maintenance Service, Inspection Only Service, Comprehensive Service, and Repair & Inspect Service, no pricing deduction will be made for removal of Covered Equipment if preventative maintenance and inspection have already been performed during the Term and no further preventative maintenance and inspection are scheduled to occur. Discounts may not be combined with other special terms, discounts, and/or promotions.

PAYMENT. Payment is due within thirty (30) days of invoice date.

WARRANTY. Physio-Control warrants Services performed under this Agreement and repair/replacement parts provided in performing such Services against defects in material and workmanship for ninety (90) days from the date Services were performed or a repair/replacement part was provided. Customer's sole remedy shall be reservicing the affected Covered Equipment and/or replacement of any part determined to be defective, without additional charge, provided Customer notifies Physio-Control of any allegedly defective condition within ten (10) calendar days of its discovery by Customer. Physio-Control makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES.**

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TERM. The Term of this Agreement is set forth on the first page of this document, or in the Quote and/or Invoice for the Services purchased. Prices are subject to change upon renewal.

TERMINATION. Either party may terminate this Agreement for material breach by the other party by providing thirty (30) days' written notice to the other party, and provided such breach is not cured within the notice period. In addition, either party may terminate this Agreement at any time upon sixty (60) days' prior written notice to the other party. In the event of such early termination by Customer, Customer shall be responsible for the portion of the designated price which corresponds to the portion of the Term prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered during the Term.

DELAYS. Physio-Control will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from any cause beyond its reasonable control, including, but not limited to, acts of God, labor disputes, labor shortages, the requirements of any governmental authority, war, civil unrest, delays in manufacture, obtaining any required license or permit, and Physio-Control's inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control's obligations and the performance dates shall be extended for the length of such delay.

DEVICE INSPECTION BEFORE ACCEPTANCE. Any device that is not covered by either a Physio-Control Limited Warranty or a current Physio-Control Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at customer's cost at the then-current list prices prior to being covered under a Technical Service Support Agreement. Physio-Control reserves the right to refuse to support any device that has been remanufactured by a company other than Physio-Control.

MISCELLANEOUS. (a) During the Term of this Agreement and for one (1) year following its expiration, without Physio-Control's prior written consent, Customer agrees to not to solicit or offer employment to anyone who is employed by Physio-Control to provide Services such as those described in this Agreement; (b) this Agreement, and any related obligation of other party, may not be assigned in whole or in part without the prior written consent of the other party; (c) this Agreement shall be governed by the laws of the State in which the Services are provided.

**PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE A**

Contract Number: PB16L668
Servicing Rep: Gary
District: Payne,
Phone: EALL59
FAX: CENTRAL

Equipment Location: DELAWARE CTY EMS, 03703901
10 COURT ST
DELAWARE, OH 43015

Scope Of Service On Site Comprehensive Coverage

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 12	VLP12-02-005014	32662561	18**	5/2/2015	6/5/2016	1

Scope Of Service On Site Preventative Maintenance

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK®1000	320371500568	42994855	17**	12/31/2015	6/5/2016	1
LIFEPAK® CR PLUS	3200731-009	39814723	20**	5/2/2015	6/5/2016	1
LIFEPAK® CR PLUS	3200731-009	39814724	21**	5/2/2015	6/5/2016	1
LIFEPAK® CR PLUS	3200731-009	39814726	22**	5/2/2015	6/5/2016	1
LIFEPAK® CR PLUS	3200731-009	41878646	23**	5/2/2015	6/5/2016	1
LIFEPAK® CR PLUS	3200731-009	41878647	24**	5/2/2015	6/5/2016	1
LIFEPAK® CR PLUS	3200731-009	41878648	25**	5/2/2015	6/5/2016	1
LIFEPAK® CR PLUS	3200731-009	42009826	26**	5/2/2015	6/5/2016	1
LIFEPAK® CR PLUS	3200731-002	31335215	27**	5/2/2015	6/5/2016	1
LIFEPAK® CR PLUS	3200731-002	31933908	28**	5/2/2015	6/5/2016	1
LIFEPAK® CR PLUS	3200731-002	31933909	29**	5/2/2015	6/5/2016	1

Scope Of Service On Site Preventative Maintenance w Lithium Battery

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Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 500	3011790-000113	14122457	19**	5/2/2015	6/5/2016	1

Scope Of Service POS AED 1 On Site Inspection per Year with 1 Lithium Batt

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK®1000	320371500229	41443992	12	6/6/2013	6/5/2016	3
LIFEPAK®1000	320371500229	41443993	13	6/6/2013	6/5/2016	3
LIFEPAK®1000	320371500229	41443994	14	6/6/2013	6/5/2016	3
LIFEPAK®1000	320371500229	41443995	15**	6/6/2013	11/25/2014	1
LIFEPAK®1000	320371500229	41443996	16	6/6/2013	6/5/2016	3

Scope Of Service POS LP15 On Site Repair and 1 Insp per Year:M-F/8-5

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 15	V15-2-001565	41405664	1	6/6/2013	6/5/2016	3
LIFEPAK® 15	V15-2-001565	41408552	2	6/6/2013	6/5/2016	3
LIFEPAK® 15	V15-2-001565	41408645	3**	6/6/2013	6/5/2016	3
LIFEPAK® 15	V15-2-001565	41408675	4	6/6/2013	6/5/2016	3
LIFEPAK® 15	V15-2-001565	41408762	5	6/6/2013	6/5/2016	3
LIFEPAK® 15	V15-2-001565	41408812	6	6/6/2013	6/5/2016	3
LIFEPAK® 15	V15-2-001565	41408827	7	6/6/2013	6/5/2016	3
LIFEPAK® 15	V15-2-001565	41408850	8	6/6/2013	6/5/2016	3
LIFEPAK® 15	V15-2-001565	41409846	9	6/6/2013	6/5/2016	3
LIFEPAK® 15	V15-2-001565	41409936	10	6/6/2013	6/5/2016	3
LIFEPAK® 15	V15-2-001565	41410018	11	6/6/2013	6/5/2016	3

** Denotes an inventory line that has changed since the last contract revision or addendum.

**PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B**

LIFEPAK® 15 Monitor/Defibrillator Services

LIFEPAK® 15 Monitor/Defibrillator Comprehensive Service

- Inspections at intervals set forth on Schedule A
- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Standard detachable hard paddles repair or replacement
- REDI-CHARGE® battery charger (Catalog# 11141-000115) repair or replacement of one for each LIFEPAK 15 Monitor/Defibrillator listed in Schedule A and as determined necessary by Physio-Control
- Power Adapter repair or replacement
- Battery Replacement Service
- For each LIFEPAK 15 listed on Schedule A, replacement of up to three (3) LIFEPAK Lithium-ion batteries in accordance with the device Operating Instructions, or upon battery failure
- Updates installed at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 15 Monitor/Defibrillator Repair Plus Service

- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Standard detachable hard paddles repair or replacement
- REDI-CHARGE® battery charger (Catalog# 11141-000115) repair or replacement of one for each LIFEPAK 15 Monitor/Defibrillator listed in Schedule A and as determined necessary by Physio-Control
- Power Adapter repair or replacement
- Battery Replacement Service
- For each LIFEPAK 15 listed on Schedule A, replacement of up to three (3) LIFEPAK Lithium-ion batteries in accordance with the device Operating Instructions, or upon battery failure
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 15 Monitor/Defibrillator Preventative Maintenance Service

- Inspections at intervals set forth on Schedule A

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- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

**PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B**

LIFEPAK® 1000 AED Inspection-Only with Battery Replacement Service includes:

-Periodic inspections as set forth on Schedule A.

-Updates installed at no additional cost provided such Updates are installed at the time of regularly scheduled service. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 50% less than the then-current list price. Updates installed at a time other than regularly scheduled service will be billed on a separate invoice at the then-current list price less 20%.

-Battery Coverage

-Replacement of up to one (1) LIFEPAK 1000 Rechargeable Battery Pak every two (2) years, or upon failure;

OR

-Replacement of up to one (1) LIFEPAK 1000 Li-ion Battery Pak every five (5) years for each LIFEPAK 1000 AED listed on Schedule A, or upon failure.

**PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B**

LIFEPAK® 12 Defibrillator/Monitor Services

LIFEPAK® 12 Defibrillator/Monitor Comprehensive Service

- Preventative maintenance and inspections at intervals set forth on Schedule A
- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Standard detachable hard paddles repair or replacement
- REDI-CHARGE® battery charger (Catalog# 11141-000115) repair or replacement of one for each LIFEPAK 12 Defibrillator/Monitor listed in Schedule A and as determined necessary by Physio-Control
- Power Adapter repair or replacement
- Battery Replacement Service
 - Replacement of failed internal coin cell batteries; and
 - For each LIFEPAK 12 listed on Schedule A, replacement of up to four (4) Physio-Control FASTPAK® batteries, FASTPAK 2 batteries, LIFEPAK SLA batteries, LIFEPAK NiCd batteries in accordance with the device Operating Instructions, or upon battery failure; or
 - For each LIFEPAK 12 listed on Schedule A, replacement of up to three (3) LIFEPAK Lithium-ion batteries in accordance with the device Operating Instructions, or upon battery failure
- Updates installed at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 12 Defibrillator/Monitor Repair Plus Service

- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Standard detachable hard paddles repair or replacement
- REDI-CHARGE® battery charger (Catalog# 11141-000115) repair or replacement of one for each LIFEPAK 12 Defibrillator/Monitor listed in Schedule A and as determined necessary by Physio-Control
- Power Adapter repair or replacement
- Battery Replacement Service
 - Replacement of failed internal coin cell batteries; and
 - For each LIFEPAK 12 listed on Schedule A, replacement of up to four (4) Physio-Control FASTPAK® batteries, FASTPAK 2 batteries, LIFEPAK SLA batteries, LIFEPAK NiCd batteries in accordance with the device Operating Instructions, or upon battery failure; or
 - For each LIFEPAK 12 listed on Schedule A, replacement of up to three (3) LIFEPAK Lithium-ion batteries in accordance with the device Operating Instructions, or upon battery failure
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 12 Defibrillator/Monitor Preventative Maintenance Service

- Preventative maintenance and inspections at intervals set forth on Schedule A
 - Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

PHYSIO-CONTROL, INC.

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**TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B**

LIFEPAK® 1000 Automated External Defibrillator Services

LIFEPAK® 1000 AED Comprehensive Service

- Preventative maintenance and inspections at intervals set forth on Schedule A
- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- QUIK-COMBO® Patient Simulator repair or replacement of one for each LIFEPAK 1000 AED listed on Schedule A and as determined necessary by Physio-Control
- LIFEPAK 1000 Defibrillator Battery Charger repair or replacement of one for each LIFEPAK 1000 AED listed on Schedule A and as determined necessary by Physio-Control
- Battery Replacement Service
- For each LIFEPAK 1000 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 1000 Defibrillator rechargeable battery pak in accordance with the device Operating Instructions, or upon battery failure; or
- For each LIFEPAK 1000 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 1000 Defibrillator non-rechargeable battery pak in accordance with the device Operating Instructions, or upon battery failure
- Updates installed at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 1000 AED Repair Plus Service

- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- QUIK-COMBO® Patient Simulator repair or replacement of one for each LIFEPAK 1000 AED listed on Schedule A and as determined necessary by Physio-Control
- LIFEPAK 1000 Defibrillator Battery Charger repair or replacement of one for each LIFEPAK 1000 AED listed on Schedule A and as determined necessary by Physio-Control
- Battery Replacement Service
- For each LIFEPAK 1000 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 1000 Defibrillator rechargeable battery pak in accordance with the device Operating Instructions, or upon battery failure; or
- For each LIFEPAK 1000 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 1000 Defibrillator non-rechargeable battery pak in accordance with the device Operating Instructions, or upon battery failure
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 1000 AED Preventative Maintenance Service

- Preventative maintenance and inspections at intervals set forth on Schedule A
- Battery Replacement Service
- For each LIFEPAK 1000 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 1000 Defibrillator rechargeable battery pak in accordance with the device Operating Instructions, or upon battery failure; or
- For each LIFEPAK 1000 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 1000 Defibrillator non-rechargeable battery pak in accordance with the device Operating Instructions, or upon battery failure
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

**PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT SCHEDULE B**

LIFEPAK CR® Plus Automated External Defibrillator Services

LIFEPAK CR® Plus AED Preventative Maintenance

- Preventative maintenance and inspections at intervals set forth on Schedule A
- 15% discount off then-current list price for the purchase of a new LIFEPAK CR Plus AED if the Covered Equipment is damaged, cannot be repaired, and is not covered by warranty
- 15% discount off the then-current list price for the purchase of CR Plus CHARGE-PAK™ Battery Charger and QUIK-PAK™ Electrodes
- Replacement of up to one (1) CR Plus CHARGE-PAK™ Battery Charger and two (2) QUIK-PAK™ Electrodes at the time scheduled preventative maintenance is performed, if needed due to expiration or failure
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

**PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B**

LIFEPAK® 500 Automated External Defibrillator Services

LIFEPAK® 500 AED Comprehensive Service

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- Preventative maintenance and inspections at intervals set forth on Schedule A
- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- QUIK-COMBO® Patient Simulator repair or replacement of one for each LIFEPAK 500 AED listed on Schedule A and as determined necessary by Physio-Control
- LIFEPAK 500 Defibrillator battery charger repair or replacement of one for each LIFEPAK 500 listed on Schedule A and as determined necessary by Physio-Control
- Battery Replacement Service
 - For each LIFEPAK 500 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 500 rechargeable battery pak in accordance with the device Operating Instructions, or upon battery failure; or
 - For each LIFEPAK 500 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 500 non-rechargeable battery pak in accordance with the device Operating Instructions, or upon battery failure
- Updates installed at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 500 AED Repair Plus Service

- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- QUIK-COMBO® Patient Simulator repair or replacement of one for each LIFEPAK 500 AED listed on Schedule A and as determined necessary by Physio-Control
- LIFEPAK 500 Defibrillator battery charger repair or replacement of one for each LIFEPAK 500 AED listed on Schedule A and as determined necessary by Physio-Control
- Battery Replacement Service
 - For each LIFEPAK 500 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 500 rechargeable battery pak in accordance with the device Operating Instructions, or upon battery failure; or
 - For each LIFEPAK 500 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 500 non-rechargeable battery pak in accordance with the device Operating Instructions, or upon battery failure
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 500 AED Preventative Maintenance Service

- Preventative maintenance and inspections at intervals set forth on Schedule A
- Battery Replacement Service (if applicable)
 - For each LIFEPAK 500 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 500 non-rechargeable battery pak in accordance with the device Operating Instructions, or upon battery failure; or
 - For each LIFEPAK 500 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 500 non-rechargeable battery pak in accordance with the device Operating Instructions, or upon battery failure
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye -

RESOLUTION NO. 15-795

IN THE MATTER OF APPROVING CHANGE ORDER NO. 4 FOR THE TARTAN FIELDS FILTER REPLACEMENT PROJECT:

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

Whereas, Delaware County is currently under contract with Kirk Brothers Company, Inc., to replace the existing sand filters at the Tartan Fields wastewater treatment plant with membrane filters; and

Whereas, two (2) forty-five degree bends need to be added to allow the placement of a butterfly valve; and

Whereas, there is an increase in the Contract Amount of \$767.38 (from \$834,662.99 to \$835,430.37); and

Whereas, there is no change in the Contract Time; and

Whereas, the Sanitary Engineer has reviewed the above request and recommends the issuance of Change Order No. 4.

THEREFORE BE IT RESOLVED by the Delaware County Board of Commissioners to approve Change Order No. 4 for the Tartan Fields Filter Replacement Project and authorize the Sanitary Engineer to sign the Change Order document.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye

RESOLUTION NO. 15-796

IN THE MATTER OF APPROVING CHANGE ORDER NO. 7 WITH MEADE CONSTRUCTION, INC. FOR THE 2014 ROOF REPLACEMENT FOR ALUM CREEK WATER RECLAMATION FACILITY DCES 14-03:

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

Whereas, Meade Construction, Inc. is currently under contract to complete the 2014 Roof Replacement for Alum Creek Water Reclamation Facility; and

Whereas, the contractor and the Owner agreed to shut down production for the winter as a result of inclement weather; and

Whereas, there is no change in the Contract Sum; and

Whereas, there is no change in the Contract Time; and

Whereas, the Substantial Completion Date for the project is December 16, 2014; and

Whereas, the Sanitary Engineer recommends approving Change Order No. 7.

THEREFORE BE IT RESOLVED that the Delaware County Board of Commissioners approve Change Order No. 7 for the 2014 Roof Replacement for Alum Creek Water Reclamation Facility and authorize the Sanitary Engineer to sign the Change Order document.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-797

IN THE MATTER OF ACCEPTING AN EASEMENT FOR SANITARY SEWER PURPOSES AND VACATION OF A PORTION OF AN EXISTING EASEMENT FOR SANITARY SEWER PURPOSES WITHIN THE ENCLAVE AT THE LAKES SUBDIVISION:

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

WHEREAS, Katherine LeVeque granted an easement for sanitary sewer purposes which was recorded on March 31, 1978 in Official Record Book 417, pages 304-309 of the Delaware County, Ohio records as shown on the attached Exhibit A; and

WHEREAS, a portion of the Alum Creek Interceptor Sanitary Sewer through the Enclave at the Lakes Subdivision is not within the aforementioned easement; and

WHEREAS, M/I Homes of Central Ohio, LLC is granting to the Board of Commissioners of Delaware County a revised sanitary easement over the existing Alum Creek Interceptor within the Enclave at the Lakes subdivision shown in the attached Exhibit B; and

WHEREAS, the Sanitary Engineer recommends that the Board of Commissioners vacate that portion of the existing easement described on the attached Exhibit C;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby accepts the sanitary easement granted by M/I Homes of Central Ohio, LLC.

FURTHERMORE, BE IT RESOLVED that the Board of Commissioners hereby vacates, terminates, cancels, and releases the portion of the permanent easement recorded in O.R. Vol. 417, Pages 304-309 shown on the attached Exhibit C, and the obligations and burdens contained therein.

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

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye

RESOLUTION NO. 15-798

IN THE MATTER OF ACCEPTING AN EASEMENT FOR SANITARY SEWER PURPOSES FROM M/I HOMES OF CENTRAL OHIO, LLC:

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

WHEREAS, Sanitary Easements are required for the Lot Split for 724 Hyatts Road, owned by Hyatts Road, LLC; and

WHEREAS, Hyatts Road, LLC has provided the easement for sanitary sewer purposed as shown on the attached Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby accepts the sanitary easement

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granted by Hyatts Road, LLC.

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

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-799

IN THE MATTER OF ACCEPTING AN EASEMENT FOR SANITARY SEWER PURPOSES AND VACATION OF PORTIONS OF EXISTING EASEMENTS FOR SANITARY SEWER PURPOSES FOR THE REROUTING OF HIGHLAND LAKES NORTH SECTION 3 OFFSITE SANITARY SEWER:

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

WHEREAS, Planned Communities, Inc. granted an easement to the Board of County Commissioners, Delaware County, Ohio, for sanitary sewer purposes which was recorded on May 23, 2014 in Official Record Book 1287, page 1006 of the Delaware County, Ohio records as described the attached Exhibit A; and

WHEREAS, M/I Homes, Inc. seeks to build portions of the Sanctuary at the Lakes with a revised building layout, which necessitates a realignment of existing sanitary sewers within the development; and

WHEREAS, portions of the existing sanitary sewer easement, as shown on Exhibit B, need to be vacated to accommodate the revised building layout; and

WHEREAS, M/I Homes of Central Ohio, LLC is granting a sanitary easement for the rerouted sanitary sewer as shown on Exhibit C; and

WHEREAS, the Sanitary Engineer recommends that the Board of Commissioners vacate that portion of the existing easement described on the attached Exhibit B;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby accepts the sanitary easement granted by M/I Homes of Central Ohio, LLC.

FURTHERMORE, BE IT RESOLVED that the Board of Commissioners hereby vacates, terminates, cancels, and releases the portion of the permanent easement recorded in O.R. Vol. 1287, Page 1006 shown on the attached Exhibit B, and the obligations and burdens contained therein.

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

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye

RESOLUTION NO. 15-800

IN THE MATTER OF APPOINTING A REPRESENTATIVE TO THE MID-OHIO REGIONAL PLANNING COMMISSION:

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

WHEREAS, Delaware County is a full member of the Mid-Ohio Regional Planning Commission ("MORPC"); and

WHEREAS, in accordance with the MORPC Articles of Agreement and Bylaws, the Delaware County Board of Commissioners (the "Board") is entitled to appoint four community representatives to MORPC; and

WHEREAS, the Board has one position for a community representative that is currently vacant;

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

Section 1. The Board hereby approves the appointment of the following community representatives to MORPC for the terms specified herein:

Position	Appointee	Term Commences	Term Ends
MORPC 4	Glenn Marzluf	October 1, 2014	September 30, 2017

Section 2. The Clerk of the Board is hereby directed to certify a copy of this Resolution to MORPC.

Vote on Motion - Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-801

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IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR THE SHERIFF OFFICE:

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

Transfer of Appropriations

From	To	
28631319-5101	28631319-5001	389.44
2015 LEAP Ahead Grant/Health Insurance	2015 LEAP Ahead Grant/Compensation	

Vote on Motion Mrs. Lewis Aye - Mr. Merrell Aye

ADMINISTRATOR REPORTS

Dawn Huston, Assistant County Administrator

-No reports

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

-No reports

Commissioner Merrell

-Hopes everyone had a great Independence Day; hopes everyone remembers what that day means and doesn't take their freedoms for granted

RESOLUTION NO. 15-802

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

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn into Executive Session at 9:52 AM.

Vote on Motion - Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-803

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn out of Executive Session at 11:20 AM.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye -

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis