

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 16, 2015

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

Present:  
Gary Merrell, President  
Barb Lewis, Vice President

RESOLUTION NO. 15-846

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM SPECIAL MEETING HELD JULY 13, 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 special session on July 13, 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 special meeting.

Vote on Motion                Mrs. Lewis                Aye                Mr. Merrell                Aye

RESOLUTION NO. 15-847

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 13, 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 July 13, 2015; and

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

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

Vote on Motion                Mr. Merrell                Aye                Mrs. Lewis                Aye

RESOLUTION NO. 15-848

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM SPECIAL MEETING HELD JULY 14, 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 special session on July 14, 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 special meeting.

Vote on Motion                Mrs. Lewis                Aye                Mr. Merrell                Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

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**RESOLUTION NO. 15-849**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0715, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0715:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0715, memo transfers in batch numbers MTAPR0715 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b> P1500058	Unclaimed funds	10110107-5319	\$45,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Desc</u>	<u>Line Account</u>	<u>Amount</u>	<u>Line</u>
R1503978	AIR FORCE ONE INC	CONTRACT SERVICE HEATING AND COOLING	66211904 - 5328	\$ 21,200.00	0001
R1503990	AIR FORCE ONE INC	LOWER SCIOTO	66211905 - 5328	\$ 10,800.00	0001
R1503990	AIR FORCE ONE INC	TARTAN	66211906 - 5328	\$ 600.00	0002
R1503990	AIR FORCE ONE INC	SCIOTO RESERVE	66211907 - 5328	\$ 1,250.00	0003
R1503990	AIR FORCE ONE INC	NORTHSTAR	66211911 - 5328	\$ 5,125.00	0004
R1504163	ADRIEL SCHOOL INC	RESIDENTIAL TREATMENT	22511607 - 5342	\$ 35,000.00	0001
R1504172	CITY OF DELAWARE	2ND QUARTER EMS RUNS	10011303 - 5342	\$154,498.23	0001
R1504212	FISHEL HASS KIM ALBRECHT LLP	Legal Services	23711630 - 5361	\$ 7,099.12	0001

Vote on Motion            Mr. Merrell      Aye            Mrs. Lewis      Aye

**RESOLUTION NO. 15-850**

**IN THE MATTER OF RESCINDING RESOLUTION NO. 15-825:**

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

WHEREAS, the Delaware County Engineer has informed the Board that Resolution No. 15-825 was presented in error and should be rescinded;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby rescinds Resolution No. 15-825.

Vote on Motion            Mrs. Lewis      Aye            Mr. Merrell      Aye

**RESOLUTION NO. 15-851**

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

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

The Interim Director of Emergency Services is requesting to attend an online NENA webinar from July 14-December 31, 2015 at the cost of \$350.00 (fund number 21411306).

Vote on Motion            Mr. Merrell      Aye            Mrs. Lewis      Aye

**RESOLUTION NO. 15 - 852**

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

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

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

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Now Therefore Be It Resolved that the Delaware County Board of Commissioners approves the following Agreement with Union County, Ohio for Building Inspection Services.

**AGREEMENT**

THIS AGREEMENT made and entered into this 16th day of July, 2015, by and between **Delaware County, Ohio**, through the Delaware County Board of County Commissioners, hereinafter called "DELAWARE COUNTY" and **Union County, Ohio** through the Union County Board of Commissioners, hereinafter called "UNION COUNTY".

WITNESSETH:

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

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

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

WHEREAS, UNION COUNTY and DELAWARE COUNTY wish to establish an AGREEMENT with each other to provide the above requirements.

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

**SECTION 1 – SCOPE OF SERVICES**

- A. UNION COUNTY and DELAWARE COUNTY may provide backup inspection services on an as needed basis to each other. Respectfully, UNION COUNTY and DELAWARE COUNTY reserve the right to determine the ability to provide the services as requested.
- B. Both UNION COUNTY and DELAWARE COUNTY agree that any staff provided as part of the backup service will be certified by the State of Ohio as a building inspector, mechanical inspector or an electrical safety inspector.
- C. UNION COUNTY and DELAWARE COUNTY shall maintain, at their own expense, all requirements of the State of Ohio for continuing education for their own employees.
- D. UNION COUNTY and DELAWARE COUNTY shall maintain, at their own expense, the codes and standards necessary for the execution of the inspection services.
- E. Transportation shall be furnished by the jurisdiction providing the backup services. UNION COUNTY and DELAWARE COUNTY shall assure that each employee working under this agreement possesses a valid license, professional liability insurance and automobile liability insurance.
- F. All clerical services and necessary supplies shall be furnished by the jurisdiction requesting the backup services.
- G. Inspection documentation and disposition of inspection shall be made on forms provided by the jurisdiction requesting the backup services. The necessary procedure for the inspection documentation shall be established by the jurisdiction requesting the backup services. UNION COUNTY and DELAWARE COUNTY agree to provide written procedure(s) for their method of inspection documentation.
- H. Prior to performing inspections UNION COUNTY and DELAWARE COUNTY shall assess any difference in code interpretations within the applicable code(s) and determine which interpretation will be applied during the inspection(s) performed. In the event the inspector performing the inspection determines the need for an interpretation, he/she shall contact the responsible jurisdiction's building official and/or authorized official. The interpretation of the responsible jurisdiction's building official and/or authorized official shall be followed. UNION COUNTY and DELAWARE COUNTY agree to establish common inspection checklists to aid in the consistency of inspections.
- I. The jurisdiction needing the assistance shall notify the other jurisdiction as soon as possible, but no later than 4 p.m. the day previous to the inspection(s). A list detailing the inspection type, address, time (if applicable) and any other pertinent information shall be provided.
- J. The jurisdiction providing the service shall make every attempt to provide the service the next business day. Services shall be completed no later than the second business day. Inspection results and any

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corresponding documentation shall be provided to the authority having jurisdiction by 9 a.m. on the day following the inspection. If the inspection is not completed the next business day, the responsible jurisdiction shall be notified on the requested date of inspection. This will allow notification to the customer of the same.

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

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

**SECTION 2 – BASIS OF PAYMENT**

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

TITLE	Hourly Rate
Building Inspector	\$54
Electrical Safety Inspector	\$65
Mechanical Inspector	\$54
Mileage	\$0.55/mile

- B. Each party shall provide a report quarterly for services rendered throughout the three month period. The report shall consist of the time and mileage for each date of service, and total amount due based on the rates established in Section 2 - Basis of Payment A.
- C. Services shall be exchanged one for one (1 for 1). In the event that one party provides more hours of service than the other, that party will be compensated at the above listed (2A) rate(s) for the actual hours worked. The party providing the greater amount of hours shall invoice the other party for the difference in hours on a quarterly basis. Invoices shall be paid within forty-five (45) days of the date of the invoice.

Reimbursable expenses shall be itemized and original receipts provided. Reimbursable expenses shall be indicated as such on the invoice.

**SECTION 3-GENERAL CONSIDERATIONS**

- A. This AGREEMENT shall be governed by the laws of the State of Ohio.
- B. Neither UNION COUNTY, nor DELAWARE COUNTY shall assign their responsibilities under this AGREEMENT to any other third party without the written consent of the other party.
- C. This AGREEMENT shall commence upon the date on which DELAWARE COUNTY authorizes the signing of this AGREEMENT and will run for a period of one year from said date. The AGREEMENT may be renewed for a one year period upon the mutual agreement of both parties.
- D. Either party may terminate this AGREEMENT by providing thirty (30) days written notice to the other party.
- E. Each party shall defend, at its own expense, its own employee(s) in all litigation, pay all attorney fees, damages, court costs, and other expenses and satisfy and cause to be discharged any judgments obtained against its own building official(s), officers, agents or employees arising out of the litigation or claim resulting from a negligent act, error or omission in the performance of the services under this AGREEMENT.
- F. Both parties agree that inspectors will only be employees under the definition provided in the Fair Labor and Standards Act and Ohio Bureau of Workers Compensation (BWC) guidance. As such, all inspectors are covered by their employer with respect to any and all BWC claims.

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

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Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye

RESOLUTION NO. 15-853

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR  
OLENTANGY FALLS SECTION 4, PHASE A:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve the following sanitary sewer construction plans for Olentangy Falls Section 4, Phase A for submittal to the Ohio EPA for their approval.

Whereas, the Director of Environmental Services recommends sanitary sewer plans for Olentangy Falls Section 4, Phase A for submittal to the Ohio EPA for their approval.

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plans for Olentangy Falls Section 4, Phase A for submittal to the Ohio EPA for their approval.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-854

IN THE MATTER OF APPROVING THE SANITARY SEWER CONSTRUCTION PLANS FOR  
OLENTANGY FALLS SECTION 5:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve the following sanitary sewer construction plans for Olentangy Falls Section 5 for submittal to the Ohio EPA for their approval.

Whereas, the Director of Environmental Services recommends sanitary sewer plans for Olentangy Falls Section 5 for submittal to the Ohio EPA for their approval.

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plans for Olentangy Falls Section 5 for submittal to the Ohio EPA for their approval.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye

RESOLUTION NO. 15-855

IN THE MATTER OF APPROVING THE SANITARY SEWER CONSTRUCTION PLANS FOR  
DERBY GLEN FARMS SECTION 3:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve the following sanitary sewer construction plans for Derby Glen Farms Section 3 for submittal to the Ohio EPA for their approval.

Whereas, the Director of Environmental Services recommends sanitary sewer plans for Derby Glen Farms Section 3 for submittal to the Ohio EPA for their approval.

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plans Derby Glen Farms Section 3 for submittal to the Ohio EPA for their approval.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-856

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS:

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

Transfer of Appropriations

From	To	
SRF: Tartan Fields-Maintenance and Repair Services 66211906-5328	URF: Tartan Fields-Machinery & Equipment 66611906-5450	\$20,000.00
SRF: Tartan Fields-Equipment Rehab 66211906-5428	URF: Tartan Fields-Machinery & Equipment 66611906-5450	\$10,000.00

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye

RESOLUTION NO. 15 -857

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**IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND SAFEX FOR EXION SOFTWARE FOR THE REGIONAL SEWER DISTRICT:**

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

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

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approves the following Agreement with SafeX for Exion Software for the Regional Sewer District.

DIVISION OF ENVIRONMENTAL SERVICES  
REGIONAL SEWER DISTRICT  
SAFE X EXION SOFTWARE CONTRACT

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 16th day of July, 2015 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and SafeX, 140 North Otterbein Ave. (“Contractor”) (hereinafter collectively referred to as the “Parties”).

Section 2 – Contract Administrator

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

Section 3 – Scope of Services (Work)

The Scope of Services shall be in accordance with the Proposal titled “SafeX Exion Software”, incorporated herein as “Exhibit A”

Section 4 – Compensation

The County shall pay the Contractor for the services provided during year one in the total sum of four thousand, three hundred fifty dollars and zero cents (\$4,350.00).

The County shall pay the Contractor for the services provided during year two in the total sum of three thousand, nine hundred dollars and zero cents (\$3,900.00)

The County shall pay the Contractor for the services provided during year three in the total sum of three thousand, nine hundred dollars and zero cents (\$3,900.00)

Total for three years is twelve thousand, one hundred fifty dollars and zero cents (\$12,150.00).

Section 5 – Payment

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

Section 6 – Term

This Agreement shall be in effect for three years upon execution of this Agreement.

Section 7 – Insurance

- 7.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 Workers’ Compensation Coverage: Contractor shall maintain workers’ compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 Additional Insureds: The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 7.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance

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required by this Agreement and properly executed endorsements listing the additional insured as required in Subsection 7.4. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

**Section 8 – Liability and Warranties**

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

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

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

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

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

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

**Section 11 – Miscellaneous Terms & Conditions**

- 11.1 **Prohibited Interests:** Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 11.2 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 11.3 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 11.4 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 11.5 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.6 **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 11.7 **Findings for Recovery:** Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

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11.8 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

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

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

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

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

Furthermore, Be It Resolved that the Board of County Commissioners approve a purchase order with SafeX in the amount of \$4,350 from org key 6621 1901-5320.

Vote on Motion                      Mr. Merrell              Aye                      Mrs. Lewis              Aye

**RESOLUTION NO. 15-858**

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

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

The Director of Child Support Enforcement Agency recommends the promotion of Sue Sours to an Assistant Director with CSEA; effective August 3, 2015;

Therefore Be it Resolved, the Board of Commissioners approves the promotion of Sue Sours to an Assistant Director with CSEA; effective August 3, 2015.

The County Administrator recommends hiring David Dombrosky as the new Job and Family Services Director; effective August 10, 2015;

Therefore Be it Resolved, the Board of Commissioners approves the hiring of David Dombrosky as the new Job and Family Services Director; effective August 10, 2015.

Vote on Motion                      Mrs. Lewis              Aye                      Mr. Merrell              Aye

**RESOLUTION NO. 15-859**

**IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR THE COUNTY**



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**AUDITOR OFFICE:**

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

**Transfer of Appropriations**

<b>From</b>	<b>To</b>	
10010102-5101	10010102-5201	\$1,000.00
Weights and Measures/Health Insurance	Weights and Measures/General Supplies	

Vote on Motion                      Mr. Merrell              Aye                      Mrs. Lewis              Aye

**SILLING ARCHITECTS;  
 DELAWARE COUNTY JUDICIAL BUILDING SCHEMATIC DESIGN PRESENTATION**

**ADMINISTRATOR REPORTS**

**Tim Hansley**

**-The new director of Job and Family Services has been announced. David Dombrosky will officially start on August 10, 2015.**

**COMMISSIONERS' COMMITTEES REPORTS**

**Commissioner Lewis**

**-An article from Smart Asset cited Delaware County as the second happiest county in the nation.  
 -Attended the ribbon cutting ceremony for Art's Castle last night.**

**Commissioner Merrell**

**-Declined to comment for the article but read a statement about being named the second happiest county in the nation.  
 -Also attended the ribbon cutting ceremony for the Art's Castle.  
 -Commended the BIA for their agreement in the Code Compliance fee increases.**

**RESOLUTION NO. 15-860**

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

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn into Executive Session at 10:25 AM.

Vote on Motion                      Mrs. Lewis              Aye                      Mr. Merrell              Aye

**RESOLUTION NO. 15-861**

**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 11:09 AM.

Vote on Motion                      Mr. Merrell              Aye                      Mrs. Lewis              Aye

**RESOLUTION NO. 15-862**

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

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

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

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

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

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

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

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

Vote on Motion                Mrs. Lewis                Aye                Mr. Merrell                Aye

**RESOLUTION NO. 15-863**

**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 12:15 PM.

Vote on Motion                Mr. Merrell                Aye                Mrs. Lewis                Aye

There being no further business, the meeting adjourned.

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Gary Merrell

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Barb Lewis

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Jennifer Walraven, Clerk to the Commissioners