

COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY  
 MINUTES FROM REGULAR MEETING HELD FEBRUARY 25, 2016

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

Present:  
 Barb Lewis, President  
 Jeff Benton, Vice President  
 Gary Merrell, Commissioner

9:45 AM Public Hearing For Consideration Of The Fancher Road Watershed Drainage Improvement Petition

**1**  
 RESOLUTION NO. 16-179

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 22, 2016:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on February 22, 2016; and

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

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

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

**2**  
 PUBLIC COMMENT  
 Kevin Crowley, Executive Director of People In Need. March thru May will be our Annual non-perishable food drive.

**3**  
 ELECTED OFFICIAL COMMENT

**4**  
 RESOLUTION NO. 16-180

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0224:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0224 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
Tri Rivers	Job and Family Services Program	22311611-5348	\$ 6,000.00
Knox Cyt. Career	Job and Family Services Program	22311611-5348	\$ 2,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>	<u>Line</u>
R1601086	POLYDYNE INC	CHEMICAL - POLYMER - OECC	66211903 - 5290	\$ 50,000.00	0001
R1601086	POLYDYNE INC	CHEMICAL - POLYMER - ALUM CREEK	66211904 - 5290	\$ 36,000.00	0002
R1602335	FOX RUN HOSPITAL	RESIDENTIAL TREATMENT	22511607 - 5342	\$ 9,100.00	0001
R1602336	FOX RUN HOSPITAL	RESIDENTIAL TREATMENT	22511607 - 5342	\$110,000.00	0001
R1602360	CITY OF DELAWARE	REMAINDER OF 3RD QUARTER 2015 RUN	10011303 - 5345	\$ 67,389.22	0001
R1602381	BELMONT PINES HOSPITAL INC	Residential Treatment	22511607 - 5342	\$ 15,000.00	0001
R1602382	BELMONT PINES HOSPITAL INC	Residential Treatment	22511607 - 5342	\$ 60,000.00	0001

**COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 25, 2016**

R1602383	NETCARE CORP	COURT TREATMENT SERVICES	10011202 - 5342	\$ 25,000.00	0001
R1602418	GARLAND COMPANY INC	JAIL - ROOF REPLACEMENT	40111402 - 5410	\$359,726.00	0001

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

**5****RESOLUTION NO. 16-181****IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Court of Common Pleas is requesting that Cody Rodgers attend a LSAT Training in London, Ohio from August 22-24, 2016 at the cost of \$300.00 (fund number 25622303).

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

**6****RESOLUTION NO. 16-182****IN THE MATTER OF SCHEDULING A WORK SESSION FOR THE BOARD OF DELAWARE COUNTY COMMISSIONERS ON WEDNESDAY MARCH 23, 2016 AT 1:00PM:**

It was moved by Mr. Merrell, seconded by Mr. Benton to schedule a Work Session for The Board Of Delaware County Commissioners On Wednesday March 23, 2016 At 1:00pm.

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

**7****RESOLUTION NO. 16-183****IN THE MATTER OF CANCELING THE DELAWARE COUNTY COMMISSIONERS' SESSIONS SCHEDULED FOR THURSDAY JUNE 9, 2016 AND MONDAY JUNE 13, 2016:**

It was moved by Mr. Merrell, seconded by Mr. Benton to cancel The Delaware County Commissioners' Sessions scheduled for Thursday June 9, 2016 and Monday June 13, 2016.

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

**8****RESOLUTION NO. 16-184****IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, DELAWARE COUNTY BOARD OF ELECTIONS AND SCS CONSULTING SERVICES, LTD:**

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

Whereas, the Director and Deputy Director for the Board of Elections recommends approval of the following contracts;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contracts for SCS Consulting Services, LTD:

**Contract for Consulting Services**

This Contract for Consulting Services ("Contract") is entered into this 25<sup>th</sup> day of February, 2016 by and between the Board of Delaware County Commissioners ("Board"), whose principal place of business is located at 101 N. Sandusky St., Delaware, Ohio, the Delaware County Board of Elections ("BOE"), whose principal place of business is located at 2079 U.S. highway 23, Delaware, Ohio 43015, and SCS Consulting Services, LTD ("SCS") whose principal place of business is located at 7136 Hawksbeard Dr., Westerville, Ohio 43082. (Individually "Party," collectively "Parties").

1. DESCRIPTION OF SERVICES

SCS shall provide to BOE the following fiscal and/or management consulting services to aid the BOE in the execution of it powers and duties (collectively "Services"):

**COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 25, 2016**

---

- A. Update, train and test thru simulation, the Election! Business Continuity Plan to include staff training and coordination.
- B. Provide Election Management and Leadership Training to both BOE staff and Poll Officials as needed.
- C. Provide Best Practices, Teambuilding and Role Playing scenarios to staff members to improve managers' effectiveness.
- D. Provide Poll Pad training and trouble shooting and Logistic Planning as necessary.
- E. Participate in and or lead Special Projects as required.
- F. Prepare and submit application for FEMA 2016 Award for Individual and Community Participation in Emergency Preparedness.

## 2. COMPENSATION

In exchange for the Services, the BOE shall pay SCS Two Thousand Dollars and No Cents (\$2000.00) per month for the term of this Contract, to be invoiced and paid monthly.

## 3. CONTRACT MAXIMUM

It is expressly understood and agreed, unless otherwise agreed in writing by the Parties, that in no event shall the total amount to be paid under this Contract exceed the maximum of Twenty-four Thousand Dollars and No Cents (\$24,000.00).

## 4. TAXES

Delaware County, Ohio is a political subdivision and tax exempt. SCS shall not charge the BOB and/or Board any tax and agrees to be responsible for all tax liability that accrues as a result of this Contract and the Services that SCS provides to the BOE and Board pursuant to this Contract. The BOE and Board shall, upon request, provide SCS with proof of exemption.

## 5. TERM

The term of this Contract shall become effective on and be inclusive of January 1, 2016 and continue through December 31, 2016, unless otherwise terminated as provided in this Contract.

## 6. RENEWAL

Upon written agreement of the Parties, this Contract may be renewed for successive one (1) year periods subject to the same terms and conditions provided herein and upon any such terms and conditions as may be specifically agreed upon, added and/or amended in writing by the Parties.

## 7. CONFIDENTIALITY

SCS, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of SCS, or divulge, disclose, or communicate in any manner, any information that is proprietary to BUE or that is confidential pursuant to law. SCS and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Upon termination of this Contract, SCS will return to BOE all records, notes, documentation and other items that were used, created, or controlled by SCS during the term of this Contract.

## 8. WARRANTY

SCS shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in BOE's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to SCS on similar projects.

## 9. TERMINATION

This Contract may be terminated as follows:

### A. Termination for Convenience:

A Party may terminate this Contract for convenience at any time and for any reason upon delivering thirty (30) days written notice to the other Parties.

### B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, the aggrieved

**COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 25, 2016**

---

Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Contract may, at the election of the aggrieved Party, be immediately terminated.

C. Waiver:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. If any of the Parties fails to perform an obligation or obligations under this Contract and such failure(s) is (are) waived by the other Parties, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by any of the Parties shall be authorized in writing and signed by an authorized representative(s) of the waiving Party.

Termination pursuant to this section shall relieve the Parties of any and all further obligations under this Contract, except that SCS shall be entitled to receive compensation for any Services satisfactorily performed hereunder through the date specified on the notice as the effective date of termination,

The Parties, retain and may, without limitation, exercise any and all available administrative, contractual, equitable or legal remedies.

If the Contract is terminated pursuant to this Section, SCS shall have no cause of action against the BOE, the Board, and/or Delaware County, Ohio except for a cause of action for non-payment for the Services rendered prior to the effective date of termination. In no event will the DOE, Board, and/or Delaware County, Ohio be obligated to pay for any Services not actually performed by SCS.

10. ENTIRE AGREEMENT

This Contract (and its Attachments) shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements, whether written or oral, between the Parties relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties

11. SEVERABILITY

The provisions of this Contract are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions, to the extent enforceable, shall nevertheless be binding and enforceable.

12. GOVERNING LAW

This Contract shall be construed in accordance with the laws of the State of Ohio and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

13. NOTICE

Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses set forth in the opening paragraph or to such other address as one party may have furnished to the other Parties in writing.

14. ASSIGNMENT

The Parties may not assign or transfer this Contract without the prior written consent of the non-assigning Parties, which approval shall not be unreasonably withheld.

15. SUBCONTRACTING

SCS may not subcontract any portion of this Contract.

16. ACCESS TO RECORDS

At any time, during regular business hours, with reasonable notice, and as often as the BOR or other agency or individual authorized by the BOB may deem necessary, SCS shall make available to the BOE and/or individual authorized by the BOE all books, records, documents, papers, subcontracts, invoices, receipts, payrolls, personnel records, reports, documents and all other information or data relating to all matters covered by this Contract (collectively "Records"). The BOB and/or individual authorized by the BOB shall be permitted by SCS to inspect, audit, make excerpts, photocopies, and/or transcripts of any and all such Records..

17. RETENTION OF RECORDS

SCS shall retain and maintain for a minimum of three (3) years after reimbursement/compensation for Services

**COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 25, 2016**

---

rendered under this Contract all Records. If an audit, litigation, or other action is initiated during the time period of this Contract or the retention period, SCS shall retain and maintain the Records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

18. CAMPAIGN FINANCE— COMPLIANCE WITH ORC § 3517.13

Ohio Revised Code Section 3517.13 1(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 said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. SCS 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 BOE and the Board from entering, proceeding with, and/or performing the Contract. Such certification is attached to this Contract as Exhibit A and by this reference made a part of this Contract.

19. CERTIFICATION REGARDING FINDINGS FOR RECOVERY

By signature of its representative below, SCS hereby certifies that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.

20. INDEMNIFICATION

SCS shall provide indemnification as follows:

A. To the fullest extent of the law and without limitation, SCS agrees to and shall indemnify and hold free and harmless the BOE, the Board, Delaware County, Ohio ("County"), and all of their respective boards, officers, officials, employees, volunteers, agents, servants, and representatives (collectively "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, fines, fees, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to SCS's or any subcontractor's performance of this Contract or the actions, inactions, or omissions of SCS or any subcontractor, including, but not limited to the performance, actions, inactions, or omissions of SCS's or any subcontractor's boards, officers, officials, employees, volunteers, agents, servants, or representatives (collectively "Contracted Parties".) SCS agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that SCS shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. SCS further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that SCS shall pay, settle compromise and procure the discharge of any and all judgments, damages, losses, costs, fines, fees, and expenses, including, but not limited to attorney's fees.

B. SCS shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real, or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any actions, inactions, or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Contracted Parties.

21. INSURANCE

SCS shall carry and maintain throughout the life of the Contract such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Contract or from the use of any vehicle(s) in connection therewith, and shall include coverage for the indemnification as described above.

Prior to commencement of this Contract, SCS shall present to the BOE current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Contract and until the Services are complete. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

A. Commercial General Liability Insurance with coverage in an amount equal to and covering all sums which SCS may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of or at least one million dollars (\$1,000,000.00) coverage per occurrence with an annual aggregate of at least two million dollars (\$2,000,000.00), including coverage for subcontractors, if any are used, covering any and all work performed under this Contract.

**COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 25, 2016**

---

B. Auto/Vehicle Liability Insurance covering all owned, leased, non-owned, and/or hired vehicles used in providing the Services, used in connection with the Services, and/or otherwise for the BOE and/or the Board with coverage in an amount equal to that required by law and covering all sums which SCS may or shall become legally obligated to pay as damages, but in an amount providing for minimum coverage of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars (\$100,000.00) per accident for property damage or more as may be required for particular vehicles Or particular uses of vehicles as required by applicable law.

The BOE and Board shall be "Additional Insured" on the insurance policies required by paragraphs A and B above. For purposes of the policy (ies) of insurance required by paragraph A above, the BOE and Board shall be considered as "Additional Insured" under the provisions of the Commercial General Liability Insurance Policy held by SCS.

SCS shall be responsible for any and all premiums for all required policy (ies) of insurance.

The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio and in good standing with the Ohio Department of Insurance.

The above required insurance coverage shall be primary insurance as respects the Indemnified Parties and any insurance maintained by the Indemnified Parties shall be excess to the above required insurance and shall not contribute to it.

The insurer shall provide thirty (30) days written notice to the BOE and Board before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.

If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the BOE within seven (7) calendar days of change.

In addition to the rights and protections provided by the insurance policies as required above, the BOE and the Board shall retain any and all such other and further rights and remedies as are available at law or in equity.

## 22. WORKER'S COMPENSATION INSURANCE

SCS shall carry and maintain throughout the life of the Contract worker's compensation insurance as required by Ohio law and any other state in which work will be performed. SCS shall be responsible for any and all premiums for such policy(ies). At any time throughout the life of the Contract the BOE and/or Board may request proof of such insurance. Proof of such insurance shall be promptly provided upon its request.

## 22. INDEPENDENT CONTRACTOR

SCS agrees that it shall act in performance of this Contract as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Contract.

SCS assumes all responsibility for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, contributions to retirement plans, and/or insurance premiums which may accrue and/or become due as a result of compensation received for services and/or deliverables rendered and/or received under or pursuant to this Contract.

SCS and/or its officers, officials, employees, representatives, agents, and/or volunteers are not entitled to any benefits enjoyed by employees of the BOE, Board, or Delaware County.

## 24. INDEPENDENT CONTRACTOR ACKNOWLEDGMENT/NO CONTRIBUTIONS TO OPERS

The BOE, Board, and Delaware County, Ohio (for purposes of this section collectively "County") are public employers as defined in R.C. § 145.01(D). The County has classified SCS as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of SCS and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Contract. SCS acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If SCS is an individual or has less than five (5) employees, SCS, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor Acknowledgement Form ("Form"). The Form is attached hereto as Exhibit B and by this reference is incorporated

**COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 25, 2016**

---

as a part of this Contract. The BOB shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If SCS has five (5) or more employees, SCS, by signature of its representative below, hereby certifies such fact in lieu of completing the Form.

\_\_\_\_\_  
Samuel L. Kindred, President/owner

25. NON-DISCRIMINATION I EQUAL OPPORTUNITY /CIVIL RIGHTS SCS certifies and agrees as follows:

A. SCS, all subcontractors, and/or any person acting on behalf of SCS or any subcontractor shall comply with any and all applicable federal, state, and/or local laws prohibiting discrimination and providing for equal opportunity.

B. SCS, all subcontractors, and/or any person acting on behalf of SCS or any subcontractor shall not in any way or manner discriminate on account of race, color, religion, sex, age, disability, handicap, sexual orientation, gender identity, or military status as defined in R.C. § 4112.01, national origin, or ancestry.

26. ACCESSIBILITY

SCS certifies and agrees as follows:

A. SCS, all subcontractors, and/or any person acting on behalf of SCS or any subcontractor shall make all services/programs provided pursuant to this Contract accessible to the disabled/handicapped.

B. SCS, all subcontractors, and/or any person acting on behalf of SCS or any subcontractor shall comply with any and all applicable federal, slate, and/or local laws mandating accessibility and Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.O 794), all requirements imposed by the applicable HI-IS regulations (45 CFR 8; 4) and all guidelines and interpretations issued pursuant thereto.

27. COMPETITIVE BIDDING NOT REQUIRED

Consistent with R.C. , § 936, 307.86,, 3501.301, and 3505.13 and the requirements of such statutes, this Contract is not required to be competitively bid. The BOB and the Board do not desire to competitively bid this Contract.

28. HEADINGS

The subject headings of the paragraphs in this Contract are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

29. CERTIFICATION REGARDING PERSONAL PROPERTY TAXES

By signature of its representative below, SCS hereby certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.

\_\_\_\_\_  
Samuel L. Kindred, President/owner

30. NO EXCLUSIVITY

SCS shall not be the exclusive provider of the Services. The BOE and Board, in their sole discretion, may utilize other contractors to perform/provide the same or similar Services.

31. DRUG FREE ENVIRONMENT

The SCS agrees to comply with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. The SCS shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

32. COUNTY POLICIES

SCS shall be bound by, conform to, comply with, and abide by all current applicable BOB, Board, and Delaware County policies, including, but not limited to, the Delaware County Contractor Safety Policy, Computer Use Policy, Social Media Policy, and Internet Use Policy (collectively "County Policy") and shall require any and all of its employees performing work under this Contract and/or for or on behalf of the Board and/or BOE to comply with BOB, Board, and County Policy and shall be responsible for such compliance. The Board and/or BOE may, in their sole discretion, immediately terminate this Contract for failure of SCS or any of its employees to comply with BOB, Board, and/or County Policy. Copies of BOE and Board polies are available upon request and County Policies are available upon request or online at <http://www.co.delaware.oh.us/incicx.php/policies>.

**COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 25, 2016**

---

## 33. LICENSES

SCS certifies and warrants that it, Sam Kindred, and/or its employees have obtained and maintain current all approvals, licenses, including operator licenses, certifications, and/or other qualifications (collectively "Licenses") necessary and/or required by law to perform the Services and this Contract and to conduct business in the State of Ohio. SCS further certifies and warrants that all such Licenses are operative and current and have not been revoked or are not currently suspended for any reason.

## 34. AUTHORITY

The BOE and Board are respectively authorized by, including, but not limited to, R.C. §§ 3501.11 and 9.36 to enter this Contract.

## 35. DRAFTING

This Contract shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

## 36. COUNTERPARTS

This Contract may be executed in counterparts.

## 37. SIGNATURES

Any person executing this Contract in a representative capacity hereby warrants that he/she has authority to sign this Contract or has been duly authorized by his/her principal to execute this Contract on such principal's behalf and is authorized to bind such principal.

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

**9**

**JOSH PEDALINE AND KARLA HERRON  
OFFICE UPDATE, DELAWARE COUNTY BOARD OF ELECTIONS  
-BRIGHT IDEA AWARD, AWARDED BY THE SECRETARY OF STATE  
-JERRY HESTON, SERVICE TO BOARD OF ELECTION  
-ELECTION UPDATE**

**10****RESOLUTION NO. 16-185****IN THE MATTER OF ADOPTING UPDATES IN THE DELAWARE COUNTY PERSONNEL POLICY MANUAL:**

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

WHEREAS, the Delaware County Board of Commissioners adopted the Personnel Policy Manual on April 29, 2013 and subsequently amended said Personnel Policy Manual, based upon best practices recommended by the County Risk Sharing Authority; and

Whereas, the Assistant County Administrator/ Director of Administrative Services recommends updates to the Personnel Policy Manual for the following: Outside Employment

WHEREAS, Employees should note the updates in their manuals with the understanding that the remainder of the manual remains in full force and effect. The updated manual can be found on the Delaware County Website at [www.co.delaware.oh.us](http://www.co.delaware.oh.us)

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, that the Delaware County Personnel Policy Manual be amended to include updates to the Outside Employment policy.

**XX      OUTSIDE EMPLOYMENT**

Employees are required to notify their Appointing Authority or Agency Head of any outside employment. No employee shall have outside employment which conflicts in any manner with the employee's ability to properly and efficiently perform his or her duties and responsibilities with the County. Employees are expected to be at work and fit for duty when scheduled.

Employees are prohibited from engaging in secondary employment during the hours for which they are normally scheduled to work for the county while on approved sick leave, disability leave,



COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY  
 MINUTES FROM REGULAR MEETING HELD FEBRUARY 25, 2016

administrative leave or family medical leave. Employees may not engage in secondary employment during any period while on sick leave, disability leave, and FMLA if the employment can be reasonably construed to delay or preclude full recovery and return to work. Employees are strictly prohibited from engaging in or conducting outside private business during scheduled working hours and are further prohibited from engaging in conduct which creates a potential or actual conflict of interest with their duties and responsibilities as a County employee.

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

**11**

**RESOLUTION NO. 16-186**

**9:45AM - PUBLIC HEARING FOR CONSIDERATION OF THE FANCHER ROAD WATER SHED DRAINAGE IMPROVEMENT PETITION FILED BY DOLORES KLAMFOTH AND OTHERS:**

It was moved by Mr. Benton, seconded by Mr. Merrell to open the hearing at 10:03 AM.

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

**11 continued**

**RESOLUTION NO. 16-187**

**IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:**

It was moved by Mr. Benton, seconded by Mr. Merrell to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

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

**11 continued**

**RESOLUTION NO. 16-188**

**IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE FANCHER ROAD WATER SHED DRAINAGE IMPROVEMENT PETITION FILED BY DOLORES KLAMFOTH AND OTHERS:**

It was moved by Mr. Merrell, seconded by Mr. Benton to close the hearing at 11:13 AM.

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

**11 continued**

**RESOLUTION NO. 16-189**

**IN THE MATTER OF GRANTING THE PRAYER OF THE PETITION AND DIRECTING THE DELAWARE COUNTY ENGINEER TO PROCEED WITH PREPARATION OF PLANS, REPORTS, AND SCHEDULES FOR THE FANCHER ROAD WATER SHED DRAINAGE IMPROVEMENT PETITION FILED BY DOLORES KLAMFOTH AND OTHERS:**

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

Whereas, on October 15, 2015, a Drainage Improvement Petition to The Fancher Road Watershed Drainage Improvement was filed with the Board of Commissioners of Delaware County (the "Board"); and

Whereas, the Board on Monday January 11, 2016, conducted a view of the proposed improvements; and

Whereas, the Board on Thursday February 25, 2016, held a public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for The Fancher Road Watershed Drainage Improvement; and

Whereas, after hearing testimony from property owners and the preliminary report of County Engineer, Chris Bauserman, the Board is prepared to issue its findings on the proposed improvements.

Therefore, Be It Resolved, by the Board of Commissioners of Delaware County, Ohio as follows:

Section 1. The Board hereby finds that the proposed improvement is necessary and that it will be conducive to the public welfare. The Board also finds that it is reasonably certain that the cost of the proposed improvement will

COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 25, 2016

be less than the benefits. Accordingly, the Board hereby grants the prayer of the petition. The hearing on the Petition is hereby adjourned to the date fixed for the filing of the reports, plans, and schedules by the Delaware County Engineer.

Section 2. The Board hereby orders the Delaware County Auditor to transfer \$ Zero from the general revenue funds of the county to the general drainage improvement fund.

Section 3. Upon the transfer of funds ordered in Section 2, the Board hereby orders the Delaware County Engineer to proceed with the preparation of plans, reports and schedules as presented for the proposed Fancher Road Watershed Drainage Improvement. The Board hereby fixes February 11, 2018 as the date for filing of the engineer's reports, plans, and schedules. Upon filing of this information a public hearing date will be set and proper notification given to property owners in the affected watershed.

Section 4. The Board hereby approves establishing a new organization key for The Fancher Road Watershed Drainage Improvement Project 40311452.

Section 5. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

Section 6. Sections 1, 4, 5, and 6 of this Resolution shall take immediate effect upon passage. Sections 2 and 3 of this Resolution shall take effect upon the expiration of the twenty-one day appeal period, provided no appeal has been taken.

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

**12**  
**ADMINISTRATOR REPORTS**  
**Seiji Kille, Acting Administrator/Director of Fiscal Services**  
**-No reports**

**13**  
**COMMISSIONERS' COMMITTEES REPORTS**  
**-No reports from any commissioners today.**

There being no further business, the meeting adjourned.

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

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

\_\_\_\_\_  
Jeff Benton

\_\_\_\_\_  
Jennifer Walraven, Clerk to the Commissioners