

COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 18, 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

1
RESOLUTION NO. 16-803

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 15, 2016:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on August 15, 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

JIM BERNHOLTZ; OHIO FALLEN HEROES MEMORIAL IN SUNBURY, OHIO
-Gold Star Family War on Terror
-working on a legacy fund for the memorial

3
ELECTED OFFICIAL COMMENT

4
RESOLUTION NO. 16-804

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0817, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0817:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0817, memo transfers in batch numbers MTAPR0817 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Oesterlen Services	Job and Family Program	22511607-5342	\$31,500.00
PR Number	Vendor Name	Line Description	Account Amount
R1604509	US BANK	BOND INTEREST PAYMENTS	50111117 -5720 \$605,003.75
R1604509	US BANK	BOND PRINCIPAL PAYMENT	50111117 -5725 \$1,245,000.00
		COURT HOUSE	

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

5
RESOLUTION NO. 16-805

IN THE MATTER OF A NEW STOCK REQUEST FROM WALGREEN CO. AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

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Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that Walgreen Co. requested a new stock located at 9669 Sawmill Parkway, Powell, OH 43065 and

Whereas, the Delaware County Board of Commissioners has found no reason to file an objection,

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

**6
RESOLUTION NO. 16-806**

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND FEINKNOPF, MACIOCE, SCHAPPA ARCHITECTS FOR PLAN REVIEW SERVICES.

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

Whereas, the Supervisor of Code Compliance recommends approval of the following Agreement;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following Agreement with Feinknopf, Macioce, Schappa Architects for Plan Review Services.

**AGREEMENT BETWEEN DELAWARE COUNTY, OHIO
AND FEINKNOPF, MACIOCE, SCHAPPA ARCHITECTS FOR PLAN REVIEW SERVICES**

This Agreement, made and entered into this 18th day of August, 2016, by and between Delaware County, Ohio through the Board of County Commissioners (hereinafter referred to as the "County") and Feinknopf, Macioce, Schappa Architects with offices at 995 West Third Avenue, Columbus, Ohio, 43212 (hereinafter referred to as the "Contractor").

WHEREAS, the County is occasionally in need of residential and non-residential, backup plan examination services in the county; and

WHEREAS, the Contractor has qualified staff and is willing to provide the backup plan review; and

WHEREAS, the County desires to establish this Agreement with the Contractor to provide the backup plan review services;

NOW, THEREFORE, the County and the Contractor, in consideration of their mutual covenants, agree as follows:

SECTION I. BASIC SERVICES OF THE CONTRACTOR

- A. The Contractor shall provide plan review services on an as needed basis, as authorized by the Chief Building Official.
- B. The Contractor shall review construction documents submitted to the Delaware County Code Compliance Office for conformance with the Delaware County Building Code, the Residential Code of Ohio and the Ohio Building Code, as adopted by the State of Ohio and/or the County. Upon completion of the review, the Contractor shall provide to the County an Approval, "Addendum Letter" or a "Correction Letter" as applicable to the submitted construction documents, which shall set forth the areas found not to be in compliance with the applicable code provisions or not clearly defined in the submitted drawings. The Contractor agrees to review and return submitted construction documents to the County within seven (7) business days for residential and twelve (12) business days for commercial from the date of receipt by the Contractor.
- C. The Contractor shall maintain, at its own expense, copies of the necessary codes, standards, equipment, tools and vehicle(s) required for the execution of the services of this Agreement. This shall include the text, electronic file or online access to the current version adopted by the County.
- D. The Contractor shall, for the life of the agreement, maintain all certifications necessary for the execution of the services. Any loss of certification shall be communicated immediately to the County and promptly confirmed in writing to the County.
- E. The Contractor shall maintain, at its own expense, professional liability insurance at minimum amounts approved by the County.

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- F. Throughout the entire term of this Agreement, the Contractor shall maintain, at its own expense, general liability insurance, with a minimum coverage of One Million Dollars (\$1,000,000) per occurrence with an annual aggregate of \$2,000,000 and agrees to name the County as additional insured in such insurance policy. Before rendering services under this contract, Contractor agrees to provide the County with a copy of such policy and the endorsement listing County as additional insured. Contractor agrees to immediately notify the County should insurance coverage under such insurance policy be canceled, lapse, or end for any reason during the term of this Agreement. The County reserves the right to immediately terminate this Agreement upon receiving such notice.
- G. Throughout the entire term of this Agreement, Contractor agrees to maintain, at its own expense, automobile liability insurance on all vehicles used in connection with this Agreement, with a minimum coverage of Three Hundred Thousand Dollars (\$300,000) per occurrence, and agrees to name the County as additional insured in such insurance policy. Before rendering services under this contract, Contractor agrees to provide the County with a copy of such policy and the endorsement listing County as additional insured. Contractor agrees to immediately notify the County should insurance coverage under such insurance policy be canceled, lapse, or end for any reason during the term of this Agreement. The County reserves the right to immediately terminate this Agreement upon receiving such notice.
- H. The Contractor shall provide to the County proof of worker's compensation coverage as required by Ohio law.
- I. The Contractor shall furnish its own vehicle(s) for transportation. The Contractor's employees providing services hereunder shall, for the life of the agreement, maintain a valid driver's licenses.
- J. Contractor shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, sexual orientation, or disability. Contractor shall take affirmative action to ensure that applicants and employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, sexual orientation, or disability. The implementation of this Agreement will be carried out in strict compliance with all federal, state, and local laws regarding discrimination in employment. In the event Contractor is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or any non-discrimination provision of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part by County, and Contractor may be declared ineligible for future agreements with the County.

SECTION II. COUNTY RESPONSIBILITIES

- A. The County shall furnish to Contractor the standard forms necessary for the execution of the services. The County shall establish the necessary procedure for the plan review services.
- B. The County shall issue and/or collect all permits, registrations, fees, etc.
- C. The County shall provide to Contractor clerical services necessary for the processing of the permits.
- D. The County shall provide for the pick up and delivery of construction documents.
- E. The County shall provide conference and meeting facilities for the Contractor to meet with applicants in regards to the work performed by the Contractor pursuant to this Agreement.
- F. The County shall use its best effort to secure release of other data held by others necessary for the Contractor to perform their obligations under this Agreement.
- G. Complaints and/or disputes resulting from the provided service(s) will be reported immediately to the County. The County shall provide for the appeal mechanism for disputes and complaints.

SECTION III. BASIS OF PAYMENT

- A. The Contractor shall be compensated based upon the following fee schedule:

Plan examination services - includes typed written comments and administrative costs

Commercial plan examination - \$78/hour, minimum fee equal to one hour

Residential plan examination - \$78/hour, minimum fee equal to one hour

Required meetings with County staff &/or customer - \$78/hour

Required attendance at Adjudication Hearing - \$78/hour

Reimbursable expenses – At cost

Mileage – Standard IRS mileage rate for business miles

- B. Total payments pursuant to this Agreement shall not exceed \$10,000.

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- C. The Contractor shall provide a written statement indicating the total time spent for each plan examination upon return of the plans, which shall accompany the Contractor's written Approval, Addendum Letter or Correction Letter.
- D. The Contractor shall invoice the County monthly for services rendered through the previous month, and the County agrees to pay within forty-five (45) days of receipt of a valid invoice. A valid invoice shall consist of a fully itemized account of the services performed. Invoices shall indicate the application number and project name, the dates of service, the types of service provided, the amount of each type of service, the mileage (if applicable), and the time spent on each. Reimbursable expenses shall be itemized and copies of receipts shall be provided. The Contractor shall provide any additional supporting documentation upon the County's request. The County reserves the right to contest any portion of any submitted invoice that does not conform to the terms of this Agreement or appears to be fraudulent.

SECTION IV. GENERAL CONSIDERATIONS

- A. This Agreement shall be governed by 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.
- B. The Contractor shall not assign their responsibilities under this Agreement to third parties without the County's written consent.
- C. This Agreement shall commence upon the date on which the County authorizes the signing of this Agreement and shall be valid for one (1) year.
- D. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the County or the Contractor.
- E. Either party for convenience may terminate this Agreement without penalty for any reason at any time by providing thirty (30) days written notice to the other party. Either party may immediately terminate this Agreement for cause, provided the other party is given a reasonable opportunity to cure the alleged default.
- F. To the fullest extent permitted by law, the Contractor shall indemnify, keep, save and hold harmless the County, its officers, agents, servants, and employees from and in all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any act, damage, injury, accident or occurrence of any type arising from the Contractor's performance of this Agreement to the extent caused by Contractor, Contractor's officers, employees, agents, or any other person for whom Contractor is liable. The Contractor shall undertake to defend the County, at Contractor's sole expense, in and from any and all actions, claims, or demands brought against the County by reason of the things stated above or any and all actions performed or taken under this Agreement, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, injuries, losses and expenses taken against the County as a result of actions under or as a result of the performance of this Agreement, including but not limited to attorney's fees.
- G. No employee of the Contractor shall at any time be considered an agent or employee of the County. The Contractor shall be considered an independent contractor and shall be responsible for the payment of all salary, benefits, insurance, workers compensation, taxes, and withholdings for its employees. **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.**
- H. 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 any prior, concurrent, or future breach, unless said waiver expressly states an intention to waive another specific term or provision or breach.
- I. Contractor states and agrees that the individual(s) who, on behalf of the Contractor, have reviewed this Agreement and effectuate this Agreement by attaching their signatures below are officers of Contractor and are authorized to and have authority to enter this Agreement on behalf of Contractor and by so signing have authority to bind and do(es) bind Contractor to any and all terms of this Agreement.
- J. 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 in full force and effect.
- K. The subject headings of the paragraphs 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.

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- L. This document represents the entire Agreement between the parties. It cannot be modified except in writing signed by all parties to this Agreement.
- M. Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- N. Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

Furthermore, Be It Resolved that the Board of County Commissioners approve a purchase order with Feinknopf, Macioce, Schappa Architects in the total amount of \$10,000 from org key 10011301 – 5301.

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

**7
RESOLUTION NO. 16-807**

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY JUVENILE COURT; THE BOARD OF DELAWARE COUNTY COMMISSIONERS AND THE BOARD OF EDUCATION OF THE EDUCATIONAL SERVICE CENTER OF CENTRAL OHIO TO PROVIDE A TRUANCY OFFICER TO THE SCHOOL DISTRICTS:

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

Whereas, the Delaware County Juvenile/Probate Court Judge and Staff recommend approval of the agreement with The Board of Education of the Educational Service Center of Central Ohio To Provide A Truancy Officer To The School Districts:

Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the agreement with The Board of Education of the Educational Service Center of Central Ohio To Provide A Truancy Officer To The School Districts:

AGREEMENT FOR TRUANCY OFFICER

This Agreement for Truancy Officer ("Agreement") is entered into this 11th day of August, 2016 by and between the Board of Commissioners, Delaware County, Ohio ("Board"), whose principal place of business is located at 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Juvenile Court ("Court"), whose principal place of business is located at 140 North Sandusky Street, Ground Floor, Delaware, Ohio 43015 (Board and Court collectively "County"), and the Board of Education of the Educational Service Center of Central Ohio, an educational service center created pursuant to R.C. § 3313.01 ("ESC"), whose principal place of business is located at 2080 Citygate Drive, Columbus, Ohio 43219 (individually "Party", collectively "Parties").

PREAMBLE

- A. **WHEREAS**, with the consent and approval of the judge of the juvenile court, R.C. § 3321.15 allows a probation officer of the juvenile court to be designated as an educational service center attendance officer; and,
- B. **WHEREAS**, the compensation of a probation officer so designated shall be fixed and paid in the same manner as salaries of other probation officers of the juvenile court; and,
- C. **WHEREAS**, in addition to such compensation, the governing board of an educational service center may pay additional compensation to any probation officer designated as attendance officer; and,
- D. **WHEREAS**, the traveling expenses of a probation officer so designated as attendance officer, which would not be otherwise incurred as a probation officer, shall be paid by the educational service center governing board; and,
- E. **WHEREAS**, pursuant to R.C. § 3321.15, the Parties desire and the Court agrees to designate a full time probation officer of the Court as the ESC attendance officer and ESC agrees to assist the Court with

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funding such a position consistent with R.C. § 3321.15 and upon the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises, conditions, and agreements of the Parties contained herein, it is agreed as follows:

1. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which a Court probation officer shall be designated as the ESC attendance officer and under which ESC shall provide funding for such position.

2. AUTHORITY

The Parties are authorized to enter this Agreement pursuant to, including, but not limited to, R.C. § 3321.15.

3. STATEMENT OF WORK

Pursuant to R.C. § 3321.15, with the consent and approval of the judge of the Court, the Court agrees to hire, appoint, and manage one (1) full-time probation officer of the Court to be designated and serve as the ESC attendance officer ("Officer") for the Big Walnut Local School District, Buckeye Valley Local Schools, and the Olentangy Local School District (collectively "Schools").

The Officer shall work under the direction of the ESC superintendent. It shall be the responsibility of the Officer to investigate the failure of parents, guardians, and/or other responsible persons to cause a child's attendance at any of the Schools.

The Officer shall remain an employee of the Court. The compensation of the Officer, including salary and benefits, shall be fixed and paid in the same manner as compensation, including salary and benefits, of other probation officers of the Court. The County shall provide office space, a desk, telephone, computer, access to the internet, access to a copier, and standard office supplies for the Officer.

ESC shall address all performance issues or concerns regarding the Officer to the Court and not directly to the Officer. The Court may, if it determines appropriate, then address such issues with the Officer.

4. COMPENSATION FOR SERVICES

In exchange for the Court hiring, appointing, and managing an Officer pursuant to the terms and conditions of this Agreement, ESC shall pay to the Court, not exceed, the following amount for the compensation of the Officer, including salary and benefits:

\$66,386.00

The above amount shall be payable to the Court on or before October 31, 2016. It is understood by the Parties that the actual amount paid may be less, based upon actual compensation (salary and benefits) paid to or on behalf of the Officer. The Court shall invoice ESC for the compensation of the Officer no less than thirty (30) days prior to the payment date stated above. ESC shall submit payment in-full to the Court by no later than the date stated above.

The traveling expenses of the Officer as attendance officer, which would not otherwise be incurred as a probation officer, shall be in addition to the above amount for compensation and shall be paid to the Court out of the educational service center governing board fund. The Court shall submit invoices to ESC for traveling expenses as incurred by the Officer, but no more frequently than once per month. ESC shall have thirty (30) days to pay any such invoices.

The Parties agree that the Board, the Court, and Delaware County, Ohio have no financial obligation to ESC or otherwise in connection with this Agreement.

5. TERM

This Agreement shall be effective July 1, 2016 through June 30, 2017.

6. RENEWAL

Upon written agreement of the Parties, this Agreement 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 signed by the Parties.

7. TERMINATION

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This Agreement may be terminated as follows:

A. Convenience:

Either Party may terminate this Agreement at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Party.

OR

The Parties may terminate this Agreement at any time and for any reason upon the mutual written consent of the Parties.

B. Breach or Default:

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

Termination pursuant to this section shall relieve the Parties of any and all further obligations under this Agreement, except that ESC shall pay and the Court shall be entitled to receive compensation for the Officer prorated for the amount of services provided by the Officer as the ESC attendance officer through the date specified on the notice as the effective date of termination. The Court shall also be entitled to receive from ESC any traveling expenses incurred by the Officer as attendance officer, which would not otherwise have been incurred as a probation officer, through the date specified on the notice as the effective date of termination.

If the Agreement is terminated pursuant to this Section, the Parties shall have no cause of action against the other Party, except for a cause of action for non-payment for the services and traveling expenses rendered or incurred by the Officer prior to the effective date of termination.

Notwithstanding, the Parties, without limitation, retain and reserve and may exercise any available administrative, contractual, equitable or legal actions or remedies.

8. WAIVER

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

9. NO FUTURE COMMITMENT

This Agreement shall not constitute a binding commitment or agreement by the Court to continue this arrangement or the employment of the Officer beyond the term of this Agreement or any termination of this Agreement.

10. PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS

The Parties are governmental entities/political subdivisions and lack authority to indemnify. The Parties, agree to be and shall be individually and solely responsible for their own negligence, actions, inactions, and/or omissions and/or the negligence, actions, inactions, and/or omissions of their respective board members, officials, officers, employees, agents, representatives, and/or volunteers, resulting from the performance of this Agreement.

11. AMENDMENTS

This Agreement may only be amended in writing with the signed mutual consent and agreement of the Parties.

12. NON-DISCRIMINATION

In full-filling the obligations of this Agreement, the Parties certify and agree as follows:

- A. The Parties shall comply with any and all applicable federal, state, and/or local laws prohibiting discrimination and providing for equal opportunity.
- B. The Parties shall not in any way or manner discriminate against any employee or applicant for employment on account of race, color, religion, sex, age, disability, handicap, sexual orientation, gender identity, or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

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13. ACCESSIBILITY

In full-filling the obligations of this Agreement, the Parties certify and agree as follows:

- A. The Parties shall make all services/programs provided pursuant to this Agreement accessible to the disabled/handicapped.
- B. The Parties shall comply with any and all applicable federal, state, and/or local laws mandating accessibility and Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto.

14. DRUG FREE ENVIRONMENT

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

15. CERTIFICATION REGARDING FINDINGS FOR RECOVERY

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

Tom Goodney
Superintendent

Date

16. NOTICES

All notices, consents, and/or other communications which may or are required to be given by this Agreement or by operation of law, shall be in writing and shall be deemed duly given if personally (hand) delivered, sent by certified or registered United States Mail, return receipt requested, sent via nationally recognized and reputable overnight express courier, return receipt requested, via facsimile, confirmation of delivery, or email, confirmation of delivery, to the following individuals at the following addresses or facsimile numbers and shall be effective when sent or transmitted:

Court and Board:

Karen Wadkins
Fiscal Coordinator
Delaware County Juvenile Court
140 North Sandusky Street, Ground Floor
Delaware, Ohio 43015

Facsimile: (740) 833-2599

Email: kwadkins@co.delaware.oh.us

ESC:

Tom Goodney
Superintendent
Educational Service Center of Central Ohio
2080 Citygate Drive
Columbus, Ohio 43219

Facsimile: _____

Email: _____

17. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of the Agreement. All provisions of this Agreement shall be deemed severable.

18. GOVERNING LAW

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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.

19. DRAFTING

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

20. HEADINGS

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

21. ENTIRE AGREEMENT

This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements, whether written or oral, between the Parties relating to the subject matter hereof.

22. COUNTERPARTS

This Agreement may be executed in counterparts.

23. SIGNATURES

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

ESC:

Board of Education
Educational Service Center of Central Ohio
2080 Citygate Drive
Columbus, Ohio 43219

Tom Goodney
Superintendent

Date

ESC approved this Agreement and authorized Superintendent, Tom Goodney, to sign this Agreement pursuant to Resolution No: _____.

ESC TREASURER'S CERTIFICATION (RC 5705.41(D)):

As required by R.C. § 5705.41(D), the Treasurer of the Educational Service Center of Central Ohio shall certify that the funds required to meet the obligation set forth in this Agreement for Truancy Officer have been lawfully appropriated for such purpose and are in the Educational Service Center of Central Ohio treasury or in the process of collection, free from any other encumbrances.

COUNTY:

Board of Commissioners,
Delaware County, Ohio
101 North Sandusky Street
Delaware, Ohio 43015
Phone: (740) 833-2100
Fax: (740) 833-2099

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

8

RESOLUTION NO. 16-808

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR THE GLADE AT HIGHLAND LAKES SECTION 1 & 2, OLENTANGY LOCAL SCHOOL DISTRICT FOURTH HIGH SCHOOL, AND THE VILLAGE AT OLENTANGY CROSSING PHASE 4:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following sanitary sewer improvement plans for The Glade at Highland Lakes Section 1 & 2, Olentangy Local School District Fourth High School, and the Village at Olentangy Crossing Phase 4 for submittal to the Ohio EPA for their approval.

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WHEREAS, the Sanitary Engineer recommends the sanitary sewer improvement plans for submittal to the Ohio EPA for their approval.

THEREFORE BE IT RESOLVED, that the Board of Commissioners approve the sanitary sewer improvement plans for The Glade at Highland Lakes Section 1 & 2, Olentangy Local School District Fourth High School, and the Village at Olentangy Crossing Phase 4 for submittal to the Ohio EPA for their approval.

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

9

RESOLUTION NO. 16-809

IN THE MATTER OF PURCHASING HVAC SERVICES FOR THE OLENTANGY ENVIRONMENTAL CONTROL CENTER, CENTRAL MAINTENANCE FACILITY, ALUM CREEK WATER RECLAMATION FACILITY:

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

WHEREAS, Central Maintenance Facility, Olentangy Environmental Control Center, Alum Creek Water Reclamation Facility are in need HVAC services; and

WHEREAS, the HVAC services necessary are available for purchase through the State of Ohio’s cooperative purchasing program (the “Program”); and

WHEREAS, the Board of County Commissioners (the “Board”) is a member of the Program and wishes to purchase the HVAC services through the Program;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, STATE OF OHIO:

Section 1. The Board hereby approves the purchase of HVAC services from Air Force One, Inc., a state-approved dealer for the HVAC services under the Program, in accordance with the proposal dated August 8, 2016.

Section 2. The purchase shall be in accordance with the Program, pursuant to the contract and terms and conditions set forth in Index MMA632 Schedule # MMA7500, which is, by this reference, fully incorporated herein and of which the purchase order shall be made a part.

Section 3. The Board hereby approves a purchase order with Air Force One, Inc. in the amount of \$23,084.50 from org key 66211903 – 5328; \$3,959.75 from org key 66211903 - 5328; \$26,960.00 from org key 66211904 - 5328.

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

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RESOLUTION NO. 16-810

IN THE MATTER OF PROCURING AN EXCESS INSURANCE POLICY FOR DELAWARE COUNTY’S SELF INSURED WORKERS’ COMPENSATION PROGRAM AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE NECESSARY DOCUMENTS IN FURTHERANCE THEREOF:

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

WHEREAS, effective September 1, 2008, the Ohio Bureau of Workers’ Compensation has approved Delaware County as an authorized self-insured employer; and

WHEREAS, the Delaware County Board of Commissioners (the “Board”) has since 2008 procured excess workers’ compensation coverage through Midwest Employers Casualty Company; and

WHEREAS, the existing policy expires on August 31, 2016, and the board wishes to procure excess workers’ compensation coverage commencing on September 1, 2016; and

WHEREAS, Competitive bidding under section 307.86 of the Revised Code would increase, rather than decrease, the cost of the purchase; and

WHEREAS, the Board, through the Agent of Record, Smith Feike Minton, Insurance has reviewed the market of applicable issuers to achieve the best and lowest price reasonably possible for the County; and

WHEREAS, pursuant to section 305.30(K) of the Revised Code, the County Administrator shall perform such

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duties as the Board may determine by resolution;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, as follows;

Section 1. The Board hereby approves procuring excess workers' compensation coverage through Midwest Employers Casualty Company, upon the following terms:

- (a) The policy shall be effective September 1, 2016 through August 31, 2018;
- (b) The premium shall be \$175,777.00, with the first installment of \$97,654 due on September 1, 2016 and the second installment of \$97,654 due on September 1, 2017;
- (c) The S.I.R. shall be \$500,000.

Section 2. The Board hereby approves a purchase order and voucher for the premium payment from 61311923-5370 (R1604517) to Smith-Feike-Minton, Inc. Insurance.

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

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RESOLUTION NO. 16-811

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION, SUPPLEMENTAL APPROPRIATION, DECREASE OF APPROPRIATION AND REPAYMENT OF ADVANCE:

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

Transfer of Appropriation

From	To	
40111402-5410	40111402-5260	60,000.00
Permanent Improvement/Building Improvements	Permanent Improvement/Inventoried Equipment	

Supplemental Appropriation

10016101-5335	Board of Elections/Rental Services	6,600.00
29911190-5380	Ag Society Excise Tax/Other Services	800,000.00
50411121-5375	BR RD Imp US23 Lewis Center Rd/Election and Settlement Services	104.00

Decrease of Appropriation

25322312-5001	Justice Reinvestment Initiative/Compensation	(2,111.04)
25322312-5101	Justice Reinvestment Initiative/Health Insurance	(1,253.42)
25322312-5201	Justice Reinvestment Initiative/General Supplies	(4,590.36)
25322312-5301	Justice Reinvestment Initiative/Professional Services	(6,000.00)
25322312-5365	Justice Reinvestment Initiative/Grant Related Services	(1,954.00)

Return of Advance

From	To	
25322312-8500	10011102-8400	20,000.00
Justice Reinvestment Initiative/Advances Out	Commissioner General/Advances In	

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

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ADMINISTRATOR REPORTS

-Follow Up On Burnt Pond Drainage Issues From Previous Public Comment. Completed An Onsite Visit With Soil And Water And Will Have An Office Meeting On Friday

-Attended The Code Compliance Staff Meeting This AM. State Requires A 4-Day Turn Around On Permits, For Delaware County Our Numbers Show That 90% Of The Time There Is 1-Day Turn Around

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COMMISSIONERS' COMMITTEES REPORTS

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Commissioner Benton

- will attend the "Delaware Now" meeting on Friday
- Benefit at the Barn is Saturday
- Today is the 3rd Thursday lunch with the Chamber
- Iron Man Event is this Weekend in Delaware City

Commissioner Merrell

- at thank you again, to Jim Bernholtz; Ohio Fallen Heroes Memorial, for sharing his family's loss and story
- attended the Regional Planning Executive Committee meeting

Commissioner Lewis

- work session Monday with Board Developmental Disabilities on their plan

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RESOLUTION NO. 16-812

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

It was moved by Mr. Merrell, seconded by Mr. Benton to adjourn into Executive Session at 10:00AM.

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

RESOLUTION NO. 16-813

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Benton, seconded by Mr. Merrell to adjourn out of Executive Session at 10:25AM.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners