

COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD DECEMBER 19, 2016

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RESOLUTION NO. 16-1287

IN THE MATTER OF GRANTING THE ANNEXATION PETITION OF 2.856 ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF DELAWARE:

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

WHEREAS, on December 2, 2016, the Clerk to the Delaware County Board of Commissioners (the "Board") received an annexation petition filed by David Moser, Delaware City Attorney and agent for the petitioners, of 2.856 acres, more or less, in Liberty Township to the City of Delaware; and

WHEREAS, pursuant to section 709.16(B) of the Revised Code, if the only territory to be annexed is contiguous territory owned by a municipal corporation, the board of county commissioners, by resolution, shall grant the annexation; and

WHEREAS, the only territory to be annexed is contiguous territory owned by the City of Delaware; and

WHEREAS, pursuant to section 709.16(E) of the Revised Code, the board of county commissioners shall act upon a petition for annexation filed under this section within thirty days after receipt of the petition;

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

Section 1. The Board hereby grants the annexation of 2.856 acres, more or less, in Liberty Township to the City of Delaware, as petitioned by the City of Delaware.

Section 2. The Board hereby directs the Clerk of the Board to cause delivery of a certified copy of this Resolution upon the Delaware City Attorney.

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

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RESOLUTION NO. 16-1288

IN THE MATTER OF ACCEPTING ROADS, APPROVING RECOMMENDED SPEED LIMITS, ESTABLISHING STOP CONDITIONS, AND RELEASING SURETIES FOR WOODS AT WEEPING ROCK:

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

Woods at Weeping Rock

WHEREAS, The Engineer has reviewed the construction of the roads within the following subdivision,

- The Woods at Weeping Rock; and

WHEREAS, the Engineer finds that the new roads within said subdivisions have been constructed in accordance with the approved plans and specifications and has determined the appropriate stop conditions and speed limits for the new roads, and further recommends that any maintenance bonds being held for the same should be released:

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

The Woods at Weeping Rock

Section 1: The following roadway within the Project is hereby made a part of the public roadway system:

- Weeping Rock Drive, to be known as Township Road Number 1669.

Section 2: The road listed above shall have a speed limit of 25 mile per hour; and

Section 3: The following road shall have a stop condition as follows:

- On TR 1669 Weeping Rock Drive at its intersection with CR 106 Lewis Center Road.

Section 4: The Bond held as maintenance surety shall be returned to the owner, M/I Homes of Central Ohio.

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

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RESOLUTION NO. 16-1289

IN THE MATTER OF APPROVING RIGHT-OF-WAY WORK PERMIT SUMMARY SHEET:

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

Whereas, the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

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

Permit #	Applicant	Location	Type of Work
U16-213	Charter Communications	Highfield Drive	Place cable in ROW

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

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RESOLUTION NO. 16-1290

IN THE MATTER OF APPROVING AN EASEMENT AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND COLUMBUS AND FRANKLIN COUNTY METROPOLITAN PARK DISTRICT FOR A MULTI-PURPOSE TRAIL EASEMENT:

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

**DEED OF EASEMENT
MULTI-PURPOSE TRAIL EASEMENT
COLUMBUS AND FRANKLIN COUNTY METROPOLITAN PARK DISTRICT**

Delaware County ("Grantor"), for valuable consideration received, does hereby grant to the Board of Park Commissioners of the Columbus and Franklin County Metropolitan Park District ("Grantee"), a multi-purpose trail and public access easement ("Trail Easement") together with appurtenant rights over, across and upon the real property owned by Grantor, located in Liberty Township, Delaware County, State of Ohio. The location of the Trail Easement centerline is depicted on Exhibit A, attached hereto and made a part hereof.

The Trail Easement shall be twenty-five (25) feet in width together with a temporary construction easement of thirty-five (35) feet with the centerline described in Exhibit "A". Grantor shall permit the Trail Easement to be wider at mutually agreed upon locations at stream, river and existing roadway crossing that require bridge structures. Grantor shall provide access to the site through the two existing paved driveways as well as an equipment and material storage area noted on the easement plat.

By acceptance of this Trail Easement, Grantee agrees to the following conditions:

1. Grantee shall construct a multi-purpose trail over, across and upon said Trail Easement (the "Trail") for the benefit of the public. Grantee may construct the trail at any time, however, Grantee shall not utilize the trail until the connection to Metro Parks trail head parking lot at 8400 Olentangy River Road has been completed.
2. Grantee shall construct a fence along the east side of the Trail starting at the south end of the easement and proceeding north 3000 feet. The exact location to be determined at the time of construction. The fence type and height shall be mutually agreed upon.
3. Signage will be on display to ensure that the trail users stay on the trail and appropriate safety information is posted. All signage will be to the satisfaction of the Executive Director of the Delaware County Sewer District. Stop signs shall be provided at all driveway crossings. The trail shall be placed east of SR 315 such that tractor trailer vehicles entering the facility can pull off the road and stop prior to crossing the trail.
4. Grantee shall install benches and landscaping as Grantor and Grantee determine as necessary.
5. All improvements to the Trail and Trail Easement shall be at the sole cost of the Grantee.
6. Grantee shall be responsible for maintaining the Trail Easement in a clean and safe condition after Trail construction begins. All material and equipment shall be stored in the area designated when not in use.
7. Grantee shall have the right to patrol the Trail and Trail Easement to enforce the rules and regulations of the Grantee and the State of Ohio.
8. Access to the Trail by motorized vehicles shall be prohibited, except to the extent that Grantor or Grantee employees, officers, agents, contractors, emergency service personnel or law enforcement personnel require the use of motorized vehicles for the purposes of construction, maintenance, repair, patrol and safety.
9. Grantor may require the relocation of the Trail and Trail Easement as necessary to accommodate future facility expansion. Grantor will provide Grantee with written notice of the requirement that the Trail and Trail Easement be relocated. Grantee shall complete any required relocation within one (1) year of the

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date of the written notice, unless the written notice states a completion date later than one (1) year after the date of the written notice. Any relocation shall be at the sole cost of the Grantee.

- 10. The Trail Easement shall be perpetual, subject to the Grantor’s right to require relocation as set forth in Condition #9.
- 11. The Grantee shall post or clearly mark the boundaries of the Trail Easement.
- 12. The Grantee shall grant to the Grantor a sanitary sewer easement on property owned by the Grantee as shown on Exhibit “B” attached.

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

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RESOLUTION NO. 16-1291

IN THE MATTER OF AMENDING THE CHILD PLACEMENT SERVICES CONTRACTS BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND PROVIDERS AS LISTED:

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

Whereas, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations, and

Whereas, the Director of Job & Family Services recommends approval of the following contract amendments;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract amendments for Child Care Placement providers:

New Beginnings Residential Treatment Center, LLC

**Second Amendment
To
Contract for the Provision of Child Placement
And Related Services
Between
New Beginnings Residential Treatment Center, LLC and Delaware County**

This Second Amendment of the Contract For The Provision of Child Placement And Related Services is entered into this 19th day of December, 2016 by and between the Delaware County, Ohio Board of County Commissioners (hereinafter “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, and New Beginnings Residential Treatment Center LLC (hereinafter “Provider”) whose address is 100 Broadway Avenue, Youngstown, Ohio 44505 (hereinafter collectively the “Parties”).

WHEREAS, the Parties entered into the Contract for the Provision of Child Placement and Related Services on September 30, 2016.

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, “Provisions”).

NOW THEREFORE, the Parties agree as follows:

- 1. The Agency and Provider agree to amend the Agreement to add the following Provisions:
 - A. The maximum amount payable pursuant to this Contract shall be increased to two hundred thousand dollars and no cents (\$200,000.00).
 - B. The service period for this agreement shall be extended through December 31, 2017.
 - C. Article V.B. Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the fifteenth (15th) day of each month. The progress report will be based on the child’s ICCA and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time that the Provider comes into compliance.
 - D. Article V.E. Provider agrees to notify the Agency when and if the following safety condition exists: The child’s medication has changed.
 - E. Article VI. Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request. Copies of the records are to be submitted electronically via email as an attached, scanned pdf file(s) or via facsimile (fax).

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F. Article VI. Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network.

2. Signatures

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

3. Conflicts

In the event of a conflict between the terms of the Contract, the First Amendment, and this Second Amendment, the terms of the Second Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract and First Amendment not changed by this Second Amendment remain the same, unchanged, and in full force and effect.

Advantage Adoption

**Second Amendment
To
Contract for the Provision of Child Placement
And Related Services
Between
Advantage Adoption and Delaware County**

This Second Amendment of the Contract For The Provision of Child Placement And Related Services is entered into this 19th day of December, 2016 by and between the Delaware County, Ohio Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Department of Job and Family Services, a Title IV-E Agency, (hereinafter "Agency") whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, and Advantage Adoption (hereinafter "Provider") whose address is 3269 Letter Kenny Lane, Powell Ohio 43065 (hereinafter collectively the "Parties.).

WHEREAS, the Parties entered into the Contract for the Provision of Child Placement and Related Services on December 28, 2015.

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, "Provisions").

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Agreement to add the following Provisions:

A. The maximum amount payable pursuant to this Contract shall be increased to one hundred ninety two thousand dollars and no cents (\$192,000.00).

2. Signatures

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

3. Conflicts

In the event of a conflict between the terms of the Contract, the First Amendment, and this Second Amendment, the terms of the Second Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract and First Amendment not changed by this Second Amendment remain the same, unchanged, and in full force and effect.

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

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RESOLUTION NO. 16-1292**

IN THE MATTER OF ACCEPTING A DONATION MADE TO THE DEPARTMENT OF JOB AND FAMILY SERVICES:

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

WHEREAS, pursuant to section 9.20 of the Revised Code, the Board may receive by gift, devise, or bequest moneys, lands, or other properties, for their benefit or the benefit of those under their charge; and

WHEREAS, the Bike Lady Program has donated 28 bikes to the Delaware County Department of Job and Family Services to be given to children and youth in agency custody; and

WHEREAS, the program provides bikes to foster children across the state of Ohio; and

WHEREAS, the bikes are purchased by the Bike Lady Program, assembled by inmates in the Ohio prison system, and delivered free of charge by local businesses; and

WHEREAS, the value of these bikes has been set at \$1,780; and

WHEREAS, the Delaware County Board of Commissioners wishes to formally accept the bike donation and offer thanks to all involved in this collaborative effort for their generous support of the Delaware County Department of Job and Family Services and the children of Delaware County;

NOW, THEREFORE, BE IT RESOLVED, that the Delaware County Board of Commissioners hereby accepts this donation of \$1,780 in bikes to the Delaware County Department of Job and Family Services and thanks the Bike Lady Program for the thoughtful generosity and commitment to the children of Delaware County.

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

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RESOLUTION NO. 16-1293

IN THE MATTER OF ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM LIBERTY TOWNSHIP FOR SANITARY SEWER PURPOSES:

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

WHEREAS, A temporary construction easement is required from Liberty Township on parcel number 31921001042001, and

WHEREAS, Liberty Township is granting the aforementioned easement to the County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby accepts the temporary construction easement granted by Liberty Township.

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

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

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RESOLUTION NO. 16-1294

IN THE MATTER OF APPROVING A SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND M. ZIMMERMAN FOR THE HOOVER WOODS TRASH TRAP UPGRADE PROJECT:

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

Whereas, the Sanitary Engineer recommends approval of the following Agreement;

Now, Therefore, Be It Resolved, that the Delaware County Board of Commissioners approves the following Agreement with M. Zimmerman for the Hoover Woods Trash Trap Upgrade Project.

SERVICES AGREEMENT

This Agreement is made and entered into this 19th day of December, 2016, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and M ZIMMERMAN, PO Box 467, Delaware, OH 43015 (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

1.1 The Contractor will provide “Services” in connection with the following “Project”:

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Hoover Woods Trash Trap Upgrade at the Hoover Woods WWTP on Hoover Woods Road in Galena, Ohio.

1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.

1.3 Services shall be rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:
Exhibit A: Preliminary Plans for the Hoover Woods WWTP Trash Trap Upgrade, Dated 10/17/2016

2 SUPERVISION OF WORK

2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer ("Sanitary Engineer") as the Project Manager and agent of the County for this Agreement.

2.2 The Sanitary Engineer shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

3 AGREEMENT AND MODIFICATIONS

3.1 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 Project, and may only be modified or amended in writing with the mutual consent and agreement of the parties.

4 FEES AND REIMBURSABLE EXPENSES

4.1 For all Services, the lump sum fee shall be \$12,000.00.

4.2 Total compensation under this Agreement shall not exceed \$12,000.00 without subsequent modification.

4.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

5 NOTICES

5.1 "Notices" issued under this Agreement shall be served to the parties listed below in writing. The parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County:

Name: Michael Jones
Address: 50 Channing St. (2nd Floor, South Wing), Delaware, OH 43015
Telephone: 740-833-2240
Email: mjones@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Michael Zimmerman
Address of Firm: PO Box 467
City, State, Zip: Delaware, OH 43015
Telephone: 614-554-2576
Email: zimco@aol.com

6 PAYMENT

6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Sanitary Engineer and shall be in accordance with the Contractor's Price Proposal.

6.2 Invoices shall be submitted to the Project Manager 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.

6.3 The County shall pay invoices within thirty (30) days of receipt.

7 NOTICE TO PROCEED, COMPLETION OF WORK, DELAYS AND EXTENSIONS

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- 7.1 The Contractor shall commence Work upon written Notice to Proceed (“Authorization”) of the Sanitary Engineer and shall complete the work in accordance with the Proposal.
- 7.2 Contractor shall not proceed with any “If Authorized” tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Work, as ordered by the County.
- 8.2 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.

9 CHANGE IN SCOPE OF SERVICES

- 9.1 In the event that significant changes to the Scope of Services 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.

10 OWNERSHIP

- 10.1 Upon completion or termination of the Agreement, the Contractor shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement
- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.

11 CHANGE OF KEY CONTRACTOR STAFF; ASSIGNMENT

- 11.1 The Contractor shall immediately notify the County, in writing, of any change to key Contractor staff or subcontractors assigned to the Work as contemplated at the time of executing this Agreement.
- 11.2 The Contractor shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

12 INDEMNIFICATION

- 12.1 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and 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.

13 INSURANCE

- 13.1 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.
- 13.2 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.
- 13.3 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.

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- 13.4 Additional Insureds: Delaware 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 13.1 and 13.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 13.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. 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.
- 14 MISCELLANEOUS TERMS AND CONDITIONS**
- 14.1 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.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **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.**
- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 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.
- 14.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: 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 and is authorized to bind such principal.
- 14.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

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14.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

14.11 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.

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

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

14
RESOLUTION NO. 16-1295

IN THE MATTER OF APPROVING A SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND M. ZIMMERMAN FOR THE SCIOTO HILLS TRASH TRAP UPGRADE PROJECT:

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

Whereas, the Sanitary Engineer recommends approval of the following Agreement;

Now, Therefore, Be It Resolved, that the Delaware County Board of Commissioners approves the following Agreement with M. Zimmerman for the Scioto Hills Trash Trap Upgrade Project.

SERVICES AGREEMENT

This Agreement is made and entered into this 19th day of December, 2016, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and M ZIMMERMAN, PO Box 467, Delaware, OH 43015 (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

1.1 The Contractor will provide “Services” in connection with the following “Project”:
Scioto Hills Trash Trap Upgrade at the Scioto Hills WWTP on Bayhill Drive in Powell, Ohio.

1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.

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1.3 Services shall be rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:

Exhibit A: Preliminary Plans for the Scioto Hills WWTP Trash Trap Upgrade, Dated 10/17/2016

2 SUPERVISION OF WORK

2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer (“Sanitary Engineer”) as the Project Manager and agent of the County for this Agreement.

2.2 The Sanitary Engineer shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

3 AGREEMENT AND MODIFICATIONS

3.1 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 Project, and may only be modified or amended in writing with the mutual consent and agreement of the parties.

4 FEES AND REIMBURSABLE EXPENSES

4.1 For all Services, the lump sum fee shall be \$12,000.00.

4.2 Total compensation under this Agreement shall not exceed \$12,000.00 without subsequent modification.

4.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

5 NOTICES

5.1 “Notices” issued under this Agreement shall be served to the parties listed below in writing. The parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County:

Name: Michael Jones

Address: 50 Channing St. (2nd Floor, South Wing), Delaware, OH 43015

Telephone: 740-833-2240

Email: mjones@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Michael Zimmerman

Address of Firm: PO Box 467

City, State, Zip: Delaware, OH 43015

Telephone: 614-554-2576

Email: zimco@aol.com

6 PAYMENT

6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Sanitary Engineer and shall be in accordance with the Contractor’s Price Proposal.

6.2 Invoices shall be submitted to the Project Manager 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.

6.3 The County shall pay invoices within thirty (30) days of receipt.

7 NOTICE TO PROCEED, COMPLETION OF WORK, DELAYS AND EXTENSIONS

7.1 The Contractor shall commence Work upon written Notice to Proceed (“Authorization”) of the Sanitary Engineer and shall complete the work in accordance with the Proposal.

7.2 Contractor shall not proceed with any “If Authorized” tasks without written Authorization.

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7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Work, as ordered by the County.

8.2 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.

9 CHANGE IN SCOPE OF SERVICES

9.1 In the event that significant changes to the Scope of Services 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.

10 OWNERSHIP

10.1 Upon completion or termination of the Agreement, the Contractor shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement

10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.

10.3 This section does not require unauthorized duplication of copyrighted materials.

11 CHANGE OF KEY CONTRACTOR STAFF; ASSIGNMENT

11.1 The Contractor shall immediately notify the County, in writing, of any change to key Contractor staff or subcontractors assigned to the Work as contemplated at the time of executing this Agreement.

11.2 The Contractor shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

12 INDEMNIFICATION

12.1 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and 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.

13 INSURANCE

13.1 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.

13.2 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.

13.3 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.

13.4 Additional Insureds: Delaware 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 13.1 and 13.2. Contractor shall require all of its subcontractors to provide like endorsements.

13.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty

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(30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

14.1 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.

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

14.3 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.

14.4 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.

14.5 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.

14.6 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.

14.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

14.8 Authority to Sign: 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 and is authorized to bind such principal.

14.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

14.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

14.11 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.

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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.

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

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

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RESOLUTION NO. 16-1296

IN THE MATTER OF PERMITTING OTHER POLITICAL SUBDIVISIONS LOCATED WHOLLY WITHIN DELAWARE COUNTY TO PARTICIPATE IN DELAWARE COUNTY’S CONTRACT WITH PST SERVICES, INC., FOR EMERGENCY MEDICAL SERVICES BILLING SERVICES:

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

WHEREAS, on October 24, 2016, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 16-1077, approving the agreement between the Board and PST Services, Inc., for emergency medical services billing services (the “Agreement”); and

WHEREAS, pursuant to section 9.48(B)(1) of the Revised Code, the Board may permit one or more other political subdivisions to participate in contracts into which it has entered for the acquisition of equipment, materials, supplies, or services, and may charge such participating political subdivisions a reasonable fee to cover any additional costs incurred as a result of their participation; and

WHEREAS, the Board desires to permit other political subdivisions located wholly within Delaware County that currently provide emergency medical services to participate in the Agreement upon certain conditions;

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

Section 1. The Board hereby permits other political subdivisions located wholly within Delaware County that currently provide emergency medical services to participate in the Agreement upon the following conditions: (1) participation shall be subject to approval by PST Services, Inc.; (2) each political subdivision participating shall enter into a separate agreement with PST Services, Inc., upon terms and conditions substantially equivalent to the Agreement; and (3) participating shall be at no additional costs to the Board.

Section 2. The Clerk of the Board shall certify a copy of this Resolution to eligible political subdivisions.

Section 3. This Resolution shall take immediate effect upon adoption.

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

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ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator

-There will be a change in the indigenous defense reimbursement next year. It will be cut from a 48-44% reimbursement rate.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

- Tracy Payne will be speaking today at rotary. The Strand Theater has a membership program in which \$100 will allow people to watch movies at matinee prices for a year
- A thank you to Bob Lamb and Jane Hawes for attending the Big Walnut government fair on my behalf on Thursday

Commissioner Benton

- Participated in Jan Antonoplos' surprise retirement party on Friday afternoon
- Regional planning meeting went well
- On Thursday, two presenters will be here from the MORPC Competitive Advantage project at 11:00 AM

Commissioner Lewis

- Congratulations to Prosecutor Carol O'Brien on her winning the Ohio Prosecutor of the Year from the Ohio Prosecutor Attorney's Association

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RESOLUTION NO. 16-1297

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION TO CONSIDER THE
PURCHASE OF PROPERTY FOR PUBLIC PURPOSES:

It was moved by Mr. Benton, seconded by Mr. Merrell to adjourn into Executive Session at 9:50 AM.

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

RESOLUTION NO. 16-1298

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 10:20 AM.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton