

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 2, 2017**

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

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

10:00 AM Final Hearing For The Pointe At Scioto Reserve Phase 1 & 2 Drainage Improvement Petition Project

**1
RESOLUTION NO. 17-91**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM
REGULAR MEETING HELD JANUARY 30, 2017:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on January 30, 2017; 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**

**3
ELECTED OFFICIAL COMMENT**

**4
PATRICK BRANDT, DIRECTOR OF EMERGENCY COMMUNICATIONS
-DISPATCHER CATHARINE DOBYNS**

**5
RESOLUTION NO. 17-92**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND
PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0201:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0201 and Purchase Orders as listed below:

PR #	Vendor Name	Line Description	Line Account	Amount	Line
R1701485	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	10011301 - 5201	\$ 5,900.00	0001
R1701485	STAPLES BUSINESS ADVANTAGE	FOOD BEVERAGE	10011301 - 5294	\$ 100.00	0002
R1702069	NORTH CENTRAL JOBS FOR OHIO GRADUATES	JOG TRAINING ALTERNATIVE EDUCATION	22311611 - 5348	\$61,000.00	0001
R1702076	SHAW INDUSTRIES INC	HAYES - 2ND FLOOR CARPET	40111402 - 5328	\$ 7,377.99	0001
R1702077	SHAW INDUSTRIES INC	LAW LIBRARY - CARPET REPLACEMENT	40111402 - 5328	\$18,720.35	0001
R1702078	ORION LIGHTING SOLUTIONS	JAIL - EXTERIOR LED LIGHTING	40111402 - 5328	\$10,029.55	0001
R1702079	WORLY PLUMBING SUPPLY INC	101 N SANDUSKY - (2) BOILER	40111402 - 5450	\$10,149.13	0001
R1702080	REFRIGERATION SALES CORP	101 N SANDUSKY - HVAC CABINET UNITS	40111402 - 5410	\$17,325.00	0001
R1702086	INTEGRATED PROTECTION SERVICE	BACKFLOW SERVICE AGREEMENT CONTRACT	10011105 - 5325	\$13,330.92	0001
R1702099	ALLAEDS	11 AED's \$1,363 each	10011302 - 5260	\$14,993.00	0001

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

**6
RESOLUTION NO. 17-93**

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IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Emergency Medical Services Department is requesting that Captain Joe Farmer attend an Emergency Care Conference in Columbus, OH from April 20-23, 2017 at no cost.

The Commissioners Office is requesting that Seiji Kille attend an OHPELRA conference in Lewis Center, Ohio February 5-7, 2017; at the cost of \$361.00 (fund number 10011102).

The Adult Court Services Department is requesting that Aaron Howard, Nick Dean and Mark Taglione attend the Third Annual Collaborative Symposium in Columbus, OH from March 16-17, 2017 at the cost of \$300.00 (fund number 25622303).

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

**7
RESOLUTION NO. 17-94**

IN THE MATTER OF ACCEPTING THE TREASURER’S REPORT FOR THE MONTH OF DECEMBER 2016:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to accept the Treasurer’s Report for the month of December 2016.

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

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

**8
RESOLUTION NO. 17-95**

IN THE MANNER OF APPROVING A PERMIT FOR USE OF DELAWARE COUNTY FACILITIES:

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

WHEREAS, the Delaware County Commissioners passed Resolution No. 02-758 on June 10, 2002 adopting a Delaware County Facilities Permit Policy; and

WHEREAS, it is the intent of the policy to allow persons and organizations access to appropriate Delaware County facilities, grounds and meeting places; and

WHEREAS, each request will only be considered after the receipt of a completed Delaware County Facilities Permit Form; and

WHEREAS, the June 10, 2002 policy mandates approval from the Commissioners for use of county facilities by groups of 30 participants or more that have agreed in writing to full compliance with the Permit Policy;

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED, by the Board of Commissioners, County of Delaware, State of Ohio as follows:

That the Delaware County Board of Commissioners hereby authorizes the use of the Delaware County Court House Lawn for the Vietnam Veterans Day Ceremony by the Vietnam Veterans of America Chapter 1095 on Sunday April 2, 2017 from 2:00pm to 3:00pm, with more than thirty participants at no fee.

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

**9
RESOLUTION NO. 17-96**

SETTING LOCATION FOR THE 10:00AM THURSDAY MAY 18, 2017 PUBLIC HEARING FOR CONSIDERATION OF THE NORRIS RUN FULL WATERSHED DRAINAGE IMPROVEMENT PETITION:

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

WHEREAS, on December 8, 2016, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by Mark A. James and LaDonna D. James and Others, to (1) generally improve the drainage, both surface and subsurface, to a good and sufficient outlet by replacing or repairing, or altering the existing improvement as required and/or creating new surface and subsurface drainage mains or laterals as requested by this petition. (2) In Delaware County, Radnor and

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Troy Township, within the Norris Run Full Watershed and generally following, but not limited to the course and termini of the existing improvements. Additional laterals by the name of Prugh Main 517, Hadley Main (534) 109, Price Main 179, Shaw Main 13, Lewis Main 130, Miller 538, Klee 13, and Wilson Main 87; and

WHEREAS, Resolution 16-1335 approved Monday March 6, 2017 at 1:30PM, as the time for the view thereon, and Thursday May 18, 2017 at 10:00AM as the time for the first hearing on the petition, with a to be determined location;

NOW, THEREFORE, BE IT RESOLVED, BY THE Board of County Commissioners, that the **main conference room in the Willis Building at 2079 US Highway 23 North Delaware, Ohio 43015** is hereby fixed as the place for the **Thursday May 18, 2017 at 10:00AM** first hearing on the petition.

BE IT FURTHER RESOLVED, that notice of said view and hearing be given, as required by law.

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

**10
RESOLUTION NO. 17-97**

IN THE MATTER OF CHANGING THE LOCATION OF THE 9:30AM THURSDAY, MAY 18, 2017 COMMISSIONERS' SESSION TO THE MAIN CONFERENCE ROOM IN THE WILLIS BUILDING AT 2079 US HIGHWAY 23 NORTH DELAWARE, OHIO 43015:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to change the location of the 9:30AM Thursday, May 18, 2017 Commissioners' Session to the main conference room in the Willis Building at 2079 US Highway 23 North Delaware, Ohio 43015.

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

**11
RESOLUTION NO. 17-98**

IN THE MATTER OF CHANGING THE TIME OF THE MONDAY, MARCH 20, 2017 COMMISSIONERS' SESSION FROM 9:30AM TO 1:30PM:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to change the time of the Monday, March 20, 2017 Commissioners' Session from 9:30AM to 1:30PM.

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

**12
RESOLUTION NO. 17-99**

IN THE MATTER OF APPROVING A LETTER OF SUPPORT FOR A JEFFERSON AWARDS NOMINATION:

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

Ms. Karen Cowan
Delaware County Historical Society
157 E. William St.
Delaware, OH 43015

Dear Ms. Cowan,

We are writing to express our enthusiastic support for the nomination of Brent Carson in this year's Jefferson Awards competition.

The Jefferson Awards, established nationally in 1972 and locally in Central Ohio in 1996, are a powerful reminder that public service and volunteerism hold an honored place in our society. Our communities depend on those who give so freely and generously of their time, expertise and resources. In Brent Carson, Delaware County and the Central Ohio region has just such a citizen who is worthy of recognition.

Many in Delaware know Brent from his 31 years as a social studies teacher in the Delaware City Schools system. But many more know him from his tireless passion for sharing local history, whether he is leading a walking tour of downtown Delaware, speaking to a group of Scouts, or conducting one of his monthly presentations at a local retirement community. He has served the community officially in his work with the Delaware County Historical Society, but often unofficially just because everyone here knows Brent is the person you call when you need to know about the area's past.

History is the narrative that binds us together as a community. Without stewards of history like Brent, much would

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be lost, not just from our past, but from our efforts in the future to keep our community whole.

The Delaware County Board of Commissioners is proud to endorse Brent Carson's nomination for a 2017 Jefferson Award.

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

13

RESOLUTION NO. 17-100

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, DELAWARE COUNTY BOARD OF ELECTIONS AND SCS CONSULTING SERVICES, LTD:

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

Whereas, the Director for the Board of Elections recommends approval of the following contract;

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

CONTRACT FOR CONSULTING SERVICES

This Contract for Consulting Services ("Contract") is entered into this 2nd day of February, 2017 by and between the Board of Delaware County Commissioners ("Board"), whose principal place of business is located at 101 N. Sandusky St., Delaware, Ohio, the Delaware County Board of Elections ("BOE"), whose principal place of business is located at 2079 U.S. Highway 23, Delaware, Ohio 43015, and SCS Consulting Services, LTD ("SCS") whose principal place of business is located at 7136 Hawksbeard Dr., Westerville, Ohio 43082. (Individually "Party," collectively "Parties").

1. DESCRIPTION OF SERVICES.

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

- A. Update, train and test thru simulation, the Election/Business Continuity Plan to include staff training and coordination.
- B. Provide Training to both BOE staff and Poll Officials as needed.
- C. At the request of the BOE, conduct administrative non-criminal inquiries into any suspected voter registration or voting irregularities.
- D. Participate in or conduct special projects as requested by the Board of Elections.

2. COMPENSATION.

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

3. CONTRACT MAXIMUM.

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

4. TAXES

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

5. TERM.

The term of this Contract shall become effective on and be inclusive of January 1, 2017 and continue through December 31, 2017, unless otherwise terminated as provided in this Contract.

6. RENEWAL.

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

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7. CONFIDENTIALITY.

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

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

8. WARRANTY.

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

9. TERMINATION.

This Contract may be terminated as follows:

A. Termination for the Convenience:

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

B. Breach or Default:

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

C. Waiver:

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

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

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

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

10. ENTIRE AGREEMENT.

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

11. SEVERABILITY.

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

12. GOVERNING LAW.

This Contract shall be construed in accordance with the laws of the State of Ohio and all legal disputes arising from

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this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

13. NOTICE.

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

14. ASSIGNMENT.

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

15. SUBCONTRACTING.

SCS may not subcontract any portion of this Contract.

16. ACCESS TO RECORDS.

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

17. RETENTION OF RECORDS.

SCS shall retain and maintain for a minimum of three (3) years after reimbursement/compensation for Services rendered under this Contract all books, records, documents, papers, subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract or the retention period, the Contractor shall retain and maintain such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

18. CAMPAIGN FINANCE – COMPLIANCE WITH ORC § 3517.13.

Ohio Revised Code Section 3517.13 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 said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. SCS therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the BOE and the Board from entering, proceeding with, and/or performing the Contract. Such certification is attached to this Contract as Exhibit A and by this reference made a part of this Contract.

19. CERTIFICATION REGARDING FINDINGS FOR RECOVERY:

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

Samuel L. Kindred
President/Owner

20. INDEMNIFICATION.

SCS shall provide indemnification as follows:

- A. To the fullest extent of the law and without limitation, SCS agrees to and shall indemnify and hold free and harmless the BOE, the Board, Delaware County, Ohio ("County"), and all of their respective boards, officers, officials, employees, volunteers, agents, servants, and representatives (collectively "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to SCS's or any subcontractor's

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performance of this Contract or the actions, inactions, or omissions of SCS or any subcontractor, including, but not limited to the performance, actions, inactions, or omissions of SCS's or any subcontractor's boards, officers, officials, employees, volunteers, agents, servants, or representatives (collectively "Contracted Parties".) SCS agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that SCS shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. SCS further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that SCS shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.

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

21. INSURANCE.

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

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

- A. Commercial General Liability Insurance with coverage in an amount equal to and covering all sums which SCS may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of or at least one million dollars (\$1,000,000.00) coverage per occurrence with an annual aggregate of at least two million dollars (\$2,000,000.00), including coverage for subcontractors, if any are used, covering any and all work performed under this Contract.
- B. Auto/Vehicle Liability Insurance covering all owned, leased, non-owned, and/or hired vehicles used in providing the Services, used in connection with the Services, and/or otherwise for the BOE and/or the Board with coverage in an amount equal to that required by law and covering all sums which SCS may or shall become legally obligated to pay as damages, but in an amount providing for minimum coverage of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars (\$100,000.00) per accident for property damage or more as may be required for particular vehicles or particular uses of vehicles as required by applicable law.

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

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

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

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

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

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

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

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

22. WORKER'S COMPENSATION INSURANCE.

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

23. INDEPENDENT CONTRACTOR.

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

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

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

24. INDEPENDENT CONTRACTOR ACKNOWLEDGMENT/NO CONTRIBUTIONS TO OPERS.

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

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

Samuel L. Kindred
President/Owner

25. NON-DISCRIMINATION / EQUAL OPPORTUNITY /CIVIL RIGHTS:

SCS certifies and agrees as follows:

- A. SCS, all subcontractors, and/or any person acting on behalf of SCS or any subcontractor shall comply with any and all applicable federal, state, and/or local laws prohibiting discrimination and providing for equal opportunity.
- B. SCS, all subcontractors, and/or any person acting on behalf of SCS or any subcontractor shall not in any way or manner discriminate on account of race, color, religion, sex, age, disability, handicap, sexual orientation, gender identity, or military status as defined in R.C. § 4112.01, national origin, or ancestry.

26. ACCESSIBILITY:

SCS certifies and agrees as follows:

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

27. COMPETITIVE BIDDING NOT REQUIRED.

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Consistent with R.C. §§ 9.36, 307.86, 3501.301, and 3505.13 and the requirements of such statutes, this Contract is not required to be competitively bid. The BOE and the Board do not desire to competitively bid this Contract.

28. HEADINGS.

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

29. CERTIFICATION REGARDING PERSONAL PROPERTY TAXES:

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

Samuel L. Kindred
President/Owner

30. NO EXCLUSIVITY.

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

31. DRUG FREE ENVIRONMENT.

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

32. COUNTY POLICIES

SCS shall be bound by, conform to, comply with, and abide by all current applicable BOE, Board, and Delaware County policies, including, but not limited to, the Contractor Safety Policy, Computer Use Policy, Social Media Policy, and Internet Use Policy (collectively "County Policy") and shall require any and all of its employees performing work under this Contract and/or for or on behalf of the Board and/or BOE to comply with BOE, Board, and County Policy and shall be responsible for such compliance. The Board and/or BOE may, in their sole discretion, immediately terminate this Contract for failure of SCS or any of its employees to comply with BOE, Board, and/or County Policy. Copies of BOE and Board policies are available upon request and County Policies are available online at <http://www.co.delaware.oh.us/index.php/policies>. The BOE and Board reserve the authority to change, amend, replace, enact, repeal, and/or rescind County Policy at any time and without notice.

33. LICENSES.

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

34. AUTHORITY.

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

35. DRAFTING:

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

36. COUNTERPARTS:

This Contract may be executed in counterparts.

37. SIGNATURES.

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

38. W-9

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SCS shall complete and submit to the BOE an updated federal W-9 Form.

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

**14
RESOLUTION NO. 17-101**

IN THE MATTER OF APPROVING A NEW ORGANIZATION KEY FOR THE BOARD OF ELECTIONS:

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

Organizational Key	Name
10016103	Special Elections

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

**15
DELAWARE COUNTY BOARD OF ELECTIONS
-ELECTION UPDATES**

**16
RESOLUTION NO. 17-102**

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN B&C COMMUNICATIONS AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS FOR DELAWARE COUNTY 9-1-1 SYSTEM MAINTENANCE SERVICES:

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

Whereas, the Director of Emergency Communications recommends approval of the following maintenance service contract;

Now, Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following contract Between B&C Communications and the Delaware County Board of Commissioners for Delaware County 9-1-1 System Maintenance Services:

9-1-1MAINTENANCE SERVICES AGREEMENT

This Agreement is made and entered into this 2nd day of February 2017, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and B&C Communications, 1740 F Harmon Avenue, Columbus, Ohio 43223 ("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": Delaware County 9-1-1 System Maintenance Services

1.2 Services shall be rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:
Service Agreement, attached hereto as Exhibit A

2 SUPERVISION OF WORK

2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Emergency Communications as the Project Manager and agent of the County for this Agreement.

2.2 The Project Manager 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

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4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fees specified in Exhibit A as noted in Section 1.2.

4.2 Total compensation under this Agreement shall not exceed \$299,065.02 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 for Contractor to perform the 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: Patrick Brandt, Director
Address: 10 Court Street, Delaware, Ohio 43015
Telephone: 740.833.2057
Email: pbrandt@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Jerry Bandy
Address of Firm: 1740 Harmon Avenue, Suite F
City, State, Zip: Columbus, Ohio 43223
Telephone: 614.276.5552
Email: jbandy@bandccomm.com

6 INDEMNIFICATION

6.1 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.

7 INSURANCE

7.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.

7.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.

7.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

7.4 Additional Insureds: 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 10.1 and 10.2. Contractor shall require all of its subcontractors to provide like endorsements.

7.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance 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.

8 MISCELLANEOUS TERMS AND CONDITIONS

8.1 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.

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8.2 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.

8.3 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.

8.4 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.

8.5 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.

8.6 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.

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

8.8 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.

8.9 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.

8.10 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.

8.11 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.

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**Copy of SERVICE AGREEMENT
Start Date: 5/18/17 End Date: 5/18/22**

Special TERMS OR DEVIATIONS FROM normal Service Agreement: Please note that physical damage; acts of god; accessories such as Batteries, Belt Clips, and Antenna's are not covered under this Agreement.

NORMAL SERVICE HOURS: 8:00 am - 4:30 pm, Monday through Friday, constitutes the normal work week for routine service. Emergency repair service shall be provided on a call -appointment basis: the time, place and conditions being agreed upon by the Customer and B&C Communications.

This agreement is subject to acceptance by Customer within 30days from January 18, 2017 and shall not become binding until accepted by B&C Communications

**SERVICE AGREEMENT
This SERVICE AGREEMENT is subject to these terms and conditions**

(1) Definitions - For the purpose of brevity and uniformity all references to B&C in this agreement will be construed to mean B&C Communications. All references to Licensee shall be construed as meaning and applying to FCC Licensee, or the User, or the Customer. or the Purchaser of the equipment to be serviced by the terms of this Agreement.

(2) Work

(a) B&C Communications (herein called B&C) agrees to provide service for the Licensee of the equipment described on the reverse side of this Agreement beginning and ending on the dates indicated. B&C will maintain other units purchased by Licensee for the appropriate service fees and on the same terms and conditions set forth herein. Upon delivery of such, to Customer, the fees will be added at the next billing cycle. In the event of loss, damage, theft, or removal from service of all units, the Licensee shall immediately report said loss, damage, theft or removal in writing to B&C. In this event, Licensee's obligation to pay service fees with respect thereto shall be determined by B&C.

(b) Mobile unit will be removed and reinstalled indifferent vehicles upon Licensee's request, at the prices prevailing at that time. This Agreement does not include service of any transmission line, antenna, tower or tower lighting unless such work is described on the reverse side of this Agreement. Service shall include the labor and parts required to repair equipment that has become defective through normal wear and usage. This does not include consumables and their installation. Service does not include the repair or replacement of equipment that has otherwise become defective including but not limited to damage caused by accidents, physical or electronic abuse or misuse of the equipment, acts of God, and fires. Work done for non covered repairs will be billed at B&C's over-contract rates applicable for such work. Equipment under contract must be maintained in environmental conditions as set out in their specifications and damage resulting from environmental conditions not conforming to said specifications are likewise not covered.

(c) Where telephone lines and equipment are used in conjunction with B&C maintained equipment. B&C shall have no obligation or responsibility for such lines or equipment.

(d) Licensee will indicate on the reverse side any equipment that is intrinsically safe so that appropriate parts and procedures may be used to maintain such status.

(e) If an individual item (s) cannot in B&C's opinion be properly or economically repaired on-site due to excessive wear or deterioration. B&C may supply the customer with a quote for replacement by B&C. If the Customer does not elect to have the equipment replaced B&C may withdraw such item (s) from this Agreement.

(3) Service Standards - The equipment will be serviced by B&C or it's subcontractor in accordance with these standards:

- (i) O.E.M. parts or parts of equal quality will be used
- (ii) the equipment will be serviced at levels necessary to provide the required Communications
- (iii) routine service procedures prescribed from time to time by B&C for its equipment will be followed

(4) Time and Place of Service Work

(a) Service work shall be done at the location specified on the reverse side. Where service is to be performed at the location of the equipment, the Licensee shall furnish shelter, heat, light and power at these locations. Licensee shall notify B&C immediately of equipment failure and allow B&C full and free access to the equipment. Waiver of liability or other restrictions shall not be imposed as a site access requirement. The Licensee will allow B&C to use necessary machines, communications facilities, features and other equipment (except as normally supplied by B&C) at no charge. Mobile units and removable equipment shall be delivered by the Licensee to the place of service indicated on the reverse side of this Agreement.

(b) Service shall be performed under this Agreement when B&C is notified as on the reverse side of this Agreement.

(5) Payment - On or about the date each payment is due as set forth on the reverse side of this Agreement,

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B&C will send the Licensee an invoice covering the services fees for the next Payment Period. All other charges shall be billed monthly, and the Licensee shall pay the amount of said invoice within ten (10) days of its date, to B&C, at the B&C billing office. Each invoice shall be due and payable whether or not the equipment is operating, and B&C may terminate this Agreement by giving the Licensee ten (10) days notice by certified mail if the Licensee defaults in its payment to B&C. The Licensee shall reimburse B&C for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments now or hereafter imposed by authority of any Federal, State or Local law, rule or regulation with respect to the service or equipment except Federal income and profits taxes of B&C and State income and franchise taxes of B&C. Whereas, Delaware County, Ohio is a local government agency and exempt from all taxes. Delaware County shall submit an updated State of Ohio Tax Exemption Certificate upon execution.

(6) Revision of Fees Prior to an Anniversary of the "Date Service Ends" indicated on the reverse side of this Agreement, B&C may at any time revise the service fees set forth on the reverse side hereof by giving the Licensee written notice of the amount of the increase at least thirty (30) days in advance of that date. Upon receipt of any such notice, Licensee may terminate this Agreement as provided herein; otherwise the new fees shall become effective on the Anniversary date. In the event of termination as herein provided, all seemed and unpaid charges shall be due and payable forthwith.

(7) Right to Subcontract - B&C shall have the right to subcontract in whole or in part the service work called for by this Agreement. B&C shall not be relieved of any liability under this Agreement on account of a subcontract. S&C will notify the Licensee of the name and address of each subcontractor.

(8) FCC Records - Applications and statements of facts when required by the Federal Communications Commission must be subscribed and sworn to by the Licensee, and the Licensee is responsible for meeting FCC requirements. B&C may provide the Licensee with forms, advice, and technical assistance, including frequency, modulation and power measurements to aid in meeting these requirements. Any action by the FCC against the Licensee involving a license revocation or suspension automatically cancels this Agreement.

(9) Automatic Renewal After the "Date Service Ends" indicated on the reverse side of this Agreement, this Agreement shall continue for successive additional periods of one (1) year provided that either B&C or the Licensee may terminate this Agreement on the "Date Service Ends" or any Anniversary thereof upon thirty (30) days prior written notice to the other party sent by certified mail to the address indicated hereon.

(10) Interruption of Service - The Licensee shall notify B&C in the event of the failure of said unit. If B&C fails to repair the unit within a reasonable time the Licensee shall notify B&C. B&C does not assume and shall have no liability under this Agreement for failure to provide or delay in providing service for the equipment due directly or indirectly to causes beyond the control and without the fault or negligence of B&C, including, but " restricted to, acts of God, acts of the public enemy, acts of the United States, any State or Territory of the United States, or any political subdivision of the foregoing or the District of Columbia, acts or failure to act of the Licensee, its agents, employees, or subcontractors, fires, floods, epidemics, quarantine restrictions, strikes , freight embargoes, and unusually severe weather conditions, or defaults of B&C subcontractors due to any such causes.

(11) Laws and Regulations - This Agreement and the rights and obligations of the parties under it are subject to present and future valid orders and valid laws, rules and regulations of duly constituted authorities having jurisdiction.

(12) Waiver Failure or delay on the part of B&C or the Licensee to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

(13) Prior Negotiations This Agreement constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements.

(14) Amendment - No revision of this Agreement shall be valid unless made in writing and signed by an Area Service Manager of B&C and an authorized agent of the Licensee.

(15) Assignment •No assignment or transfer in whole or in part of this Agreement shall be binding upon B&C without its written consent. Licensee agrees and consents to the assignment of this Agreement by B&C Communications.

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

**17
RESOLUTION NO. 17-103**

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR THE CORNERS AT JOHNNY CAKES:

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Subdivider’s Agreement;

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THEREFORE, BE IT RESOLVED that the Board of Commissioners approve the Sanitary Sewer Subdivider’s Agreement for The Corners at Johnny Cakes.

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 2nd day of February 2017, by and between **Westport Homes, Inc.**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **Corners at Johnny Cakes** Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the “Improvements”) shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **The Corners at Johnny Cakes Sanitary Sewer Improvement Plan**, dated **July 1, 2016**, and approved by the County on **September 20, 2016**, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

SECTION II: CAPACITY

There are **23** single family residential equivalent connections approved with this Agreement. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat is recorded. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

SECTION III: FINANCIAL WARRANTY

For the construction of all Offsite Improvements, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction for the Offsite Improvements (**\$21,273.33**) which is acceptable to the Delaware County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Regulations of Delaware County, Ohio.

For the construction of Onsite Improvements, the Subdivider has the following options:

- (1) Should the Subdivider elect to record the plat prior to beginning construction, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of Onsite construction (**\$155,667.37**) which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should the Subdivider elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as Subdivider elects to record the plat. At that time, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the Delaware County Sanitary Engineer.

The Subdivider hereby elects to use Option 2 for this project.

Initials _____

Date _____

The Subdivider shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the Delaware County Sanitary Engineer a five (5) year maintenance bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The Subdivider further agrees that any violations of or noncompliance with any of the provisions and stipulations of this Agreement shall constitute a breach of contract, and the County shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the Improvements for **The Corners at Johnny Cakes**.

SECTION IV: FEES

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of **The Corners at Johnny Cakes (\$6,192.92)**. The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sum of **\$15,075.00** estimated to be necessary to pay the cost of inspection for **The Corners at Johnny Cakes** by the Delaware County Sanitary Engineer. The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the Delaware County Sanitary Engineer shall be reimbursed from charges against the

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deposit. At such time as the fund has been depleted to a level of \$1,200.00 or less, as a result of charges against the fund at the rate of:

INSPECTOR \$75.00 per hour
CAMERA TRUCK \$150.00 per hour

for time spent by the Delaware County Sanitary Engineer or his or her staff, the Subdivider shall make an additional deposit of \$1,200.00 to the fund. Upon completion of all Improvements provided herein and acceptance of Improvements by the County, any unused portions of the inspection fund shall be repaid to the Subdivider less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **The Corners at Johnny Cakes** as required by the County.

SECTION V: CONSTRUCTION

All public improvement construction shall be performed within one (1) year from the date of the approval of this Agreement by the County Commissioners, but extension of time may be granted if approved by the County Commissioners.

The Subdivider shall indemnify and save harmless the County, Townships, Cities, and/or Villages and all of their officials, employees, and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of the Subdivider, and any of its contractors or sub-contractors, or from any material, method, or explosive used in the Work, or by or on account of any accident caused by negligence, or any other act or omission of the Subdivider, and any of its contractors or the contractors' agents or employees in connection with the Work.

The Subdivider shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the County. The representative shall be replaced by the Subdivider when, in the opinion of the County, the representative's performance is deemed inadequate.

If, due to unforeseen circumstances during construction activities, the Subdivider must install any of the Improvements to a different location than shown on the approved and signed construction plans, the Subdivider shall request a revision to the construction plans and the Delaware County Sanitary Engineer shall evaluate this request. If the request for a revision is approved in writing by the Delaware County Sanitary Engineer, then the Subdivider shall provide and record a revised, permanent, exclusive sanitary easement prior to the County's acceptance of the sewer. The language and dimensions of the revised, permanent, exclusive sanitary easements shall be subject to the approval of the Delaware County Sanitary Engineer.

The Subdivider shall, during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the County regarding submission of shop drawings, construction schedules, operation of facilities, and other matters incident to the construction and operation of the Improvements.

The Subdivider shall obtain all other necessary utility services incident to the construction of the Improvements and for their continued operation. The Subdivider shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the Subdivider and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

SECTION VI: EASEMENTS

The Subdivider shall provide to the County all necessary easements or rights-of-way required to complete the Improvements, all of which shall be obtained at the expense of the Subdivider. All Improvements, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within a recorded, permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be subject to approval by the Delaware County Sanitary Engineer. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the Delaware County Sanitary Engineer before a preconstruction meeting will be permitted and before construction may begin on the Improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted, in writing, by the Delaware County Sanitary Engineer.

SECTION VII: COMPLETION OF CONSTRUCTION

The County shall, upon certification in writing from the Delaware County Sanitary Engineer that all construction is complete according to the plans and specifications, by Resolution, accept the Improvements described herein and accept and assume operations and maintenance of the Improvements.

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The Subdivider shall within thirty (30) days following completion of construction of the Improvements, and prior to final acceptance, furnish to the County as required:

- (1) "As built" drawings of the Improvements which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer and Delaware County Engineer and/or the City of Powell. The drawings shall be on reproducible Mylar (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in .DWG format & .PDF format.
- (2) An Excel spreadsheet, from a template as provided by the Delaware County Sanitary Engineer, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) An itemized statement showing the cost of the Improvements.
- (4) An Affidavit or waiver of lien from all contractors associated with the project that all material and labor costs have been paid. The Subdivider shall indemnify and hold harmless the County from expenses or claims for labor or materials incident to the construction of the Improvements.
- (5) Documentation showing the required sanitary easements.

Should the Subdivider become unable to carry out the provisions of this Agreement, the Subdivider's heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this Agreement. Notwithstanding any other provision of this Agreement, the County shall have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the County shall be strictly permissive and within the County's sole discretion.

The Subdivider, for a period of five (5) years after acceptance of the Improvements by the County, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the Improvements shall be the same as new equipment warranties and shall be assigned to the County upon acceptance of the Improvements.

After the acceptance of the Improvements, the capacity charge **and any surcharges** shall be paid by the applicant upon request to the Delaware County Sanitary Engineer for a tap permit to connect to the sanitary sewer.

SECTION VIII: SIGNATURES

IN CONSIDERATION WHEREOF, the County Commissioners hereby grant the Subdivider or its agent the right and privilege to make the Improvements stipulated herein and as shown on the approved plans.

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

18
RESOLUTION NO. 17-104

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR SUMMERWOOD LAKES SECTION 2:

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

WHEREAS, the Sanitary Engineer recommends approval of the sanitary sewer improvement plans.

THEREFORE BE IT RESOLVED, that the Board of Commissioners approve the sanitary sewer improvement plans for Summerwood Lakes Section 2 for submittal to the Ohio EPA for their approval.

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

19
RESOLUTION NO. 17-105

IN THE MATTER OF APPROVING A SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND ARAMARK UNIFORM SERVICES FOR DELAWARE COUNTY REGIONAL SEWER DISTRICT UNIFORM RENTAL SERVICES:

It was moved by Mr. Merrell, seconded by Mrs. Lewis 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 Aramark Uniform Services for Delaware County Regional Sewer District Uniform Rental Services.

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**Division of Environmental Services
Regional Sewer District
Aramark Uniform Rental
SERVICES AGREEMENT**

This Agreement is made and entered into this 2nd day of February, 2017, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Aramark Uniform Services, 1900 Progress Ave., Columbus, Ohio 43207 (“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”:
Uniform Rental Services
* There will NOT be any minimum order guarantee of rental items.
- 1.2 This agreement shall be in effect upon execution of this agreement until December 31, 2018.
- 1.3 Services shall be rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:
CMF Services Agreement, Alum Creek Services Agreement, Lower Scioto Services Agreement, Olentangy Environmental Services Agreement, Flame Resistant Uniform Services Agreement

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 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.3 and as follows:
- 4.2 Total compensation under this Agreement shall not exceed \$45,000.00 without subsequent modification.

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: Cory Smith
Address: 10333 Olentangy River Road
Telephone: 740-833-2228
Email: csmith@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Richard Willett, Aramark Uniform Services
Address of Firm: 1900 Progress Ave.
City, State, Zip: Columbus, OH. 43207
Telephone: 1-800-224-6585
Email: willett-richard@aramark.com

6 PAYMENT

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- 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 SUSPENSION OR TERMINATION OF AGREEMENT

- 7.1 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 Services, as ordered by the County.
- 7.2 In the case of Termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

8 INDEMNIFICATION

- 8.1 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.
- 8.2 To the fullest extent permitted by law, neither party shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Services or this Agreement. This mutual waiver shall include, but not be limited to, loss of profit, loss of business or income, or any other consequential damages that either party may have incurred from any cause of action whatsoever.

9 INSURANCE

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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 9.1 and 9.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 9.5 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.

10 MISCELLANEOUS TERMS AND CONDITIONS

- 10.1 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.
- 10.2 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

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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.**

- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 10.8 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.
- 10.9 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.
- 10.10 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.
- 10.11 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.

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10.12 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

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ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator

-Had a meeting with the Code Compliance Manager this week. The number of residential and commercial permits were up 35% in 2016. During that meeting the topic of working with the Delaware Area Career Center came up. We are now in talks with them about setting up classes for the students to become interns/apprentices with the Code Compliance department.

22

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell

-Bob Lamb will be giving us an update on the meeting he had with the Farm Bureau on Monday.
-Attended the Ohio Health/Children’s Hospital VIP Reception on Tuesday.
-The Governor released the proposed budget this week. Found the Medicaid/Medicare funding to be disappointing

Commissioner Benton

-The proposed budget in not complete. As it stand now, Delaware County would stand to lose \$1 million dollars in funding thru the Medicaid/Medicare funding
-Spoke with Warren Hyer of the Central Ohio Symphony. He is continuing to work on the “Hear Ohio” symphony consisting of Ohio composers, musicians and singers
-Has been working with Jane to get a survey out to local elected officials for the Competitive Advantage Projects. Will have the survey out to the public soon
-Will be attending the Delaware Area Chamber dinner this evening
-Congrats to Gary Merrell on his BIA award
-Barb Lewis was named to the NACO Justice and Public Safety Steering Committee
-There will be an active shooter class held on February 15

Commissioner Lewis

-The Delaware County Board of Development Disabilities along with Delaware County District Library will have a Meet the Author at the Orange Township Branch. The author is Paul Daugherty of “An Uncomplicated Life”
-Licking County offices are experiencing a ransom virus on their computers and phone system

20

RESOLUTION NO. 17-106

**10:00AM FINAL HEARING FOR THE POINTE AT SCIOTO RESERVE PHASE 1 & 2
SUBDIVISION DRAINAGE IMPROVEMENT MAINTENANCE PETITION PROJECT:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to open the hearing at 10:06 AM.

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

20 continued

RESOLUTION NO. 17-107

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

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

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

20 continued

RESOLUTION NO. 17-108

IN THE MATTER OF CLOSING THE PUBLIC HEARING TO ADDRESS THE POINTE AT SCIOTO RESERVE PHASE 1 & 2 SUBDIVISION DRAINAGE IMPROVEMENT MAINTENANCE PETITION PROJECT:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to close the hearing at 10:13 AM.

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

20 continued

RESOLUTION NO. 17-109

IN THE MATTER OF COMMISSIONERS AFFIRMING THE ORDER AND CONFIRMING THE ASSESSMENTS FOR THE POINTE AT SCIOTO RESERVE PHASE 1 & 2 SUBDIVISION DRAINAGE IMPROVEMENT MAINTENANCE PETITION PROJECT:

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

Whereas, on February 26, 2016, a Drainage Improvement Petition for The Pointe At Scioto Reserve Phase 1 & 2 Subdivision Drainage Improvement Maintenance Petition Project was filed with the Board of Commissioners of Delaware County (the "Board"); and

Whereas, the Board on August 4, 2016 with Resolution NO. 16-767 found in favor of the improvement and directed The Delaware County Engineer To Proceed With Preparation Of Plans, Reports, And Schedules For The Pointe At Scioto Reserve Phase 1 & 2 Subdivision Drainage Improvement Maintenance Project, and

Whereas, the Board on February 2, 2017 , held a final public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for The Pointe At Scioto Reserve Phase 1 & 2 Subdivision Drainage Improvement Maintenance Petition Project; and

Whereas, after hearing testimony from property owners; considering the schedules, plans, and reports filed by the County Engineer; and-considering the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, the Board is prepared to issue its findings on the proposed improvements.

THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Delaware County, Ohio as follows:

The Board hereby finds that the proposed improvement (maintenance assessment) is necessary and that it will be conducive to the public welfare. The Board also finds that it is reasonably certain that the cost of the proposed improvement (maintenance assessment) will be less than the benefits. Accordingly, the Board hereby affirms its order granting the prayer of the petition and approves the maps, profiles, plans, schedules and reports prepared by the Delaware County Engineer, and

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

FURTHER BE IT RESOLVED, The maintenance fund shall be maintained, as needed, by an assessment levied not more often than once annually upon the benefited owners, as defined in [section 6131.01](#) of the Revised Code, apportioned on the basis of the estimated benefits for construction of the improvement. An assessment shall represent such a percentage of the estimated benefits as is estimated by the engineer and found adequate by the board or joint board to effect the purpose of [section 6137.02](#) of the Revised Code, except that at no time shall a maintenance fund have an unencumbered balance greater than twenty per cent (20%) of all construction costs of the improvement. The minimum assessment shall be two dollars. Any cost incurred from the petition project process will be paid from the annual Drainage Improvement maintenance assessments

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

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RESOLUTION NO. 17-110

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; DISMISSAL; DISCIPLINE; DEMOTION; COMPENSATION OF A PUBLIC

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EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn into Executive Session at 10:15AM.

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

RESOLUTION NO. 17-111

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to adjourn out of Executive Session at 11:25 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

Jennifer Walraven, Clerk to the Commissioners