

COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 24, 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

1:30 PM Viewing For The Haven’s 503 Drainage Improvement Petition Project (Peachblow Road)

1
RESOLUTION NO. 17-404

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 20, 2017:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on April 20, 2017; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

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

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

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

4
RESOLUTION NO. 17-405

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0421:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0421 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R1703273	LIBERTY BLUFF DEVELOPMENT CO LLC	REFUND OF INSPECTION AND PLAN REVIEW FEES FOR LIBERTY BLUFF SECTION 2	66211902 - 5319	\$27,630.20
R1703276	BLUES AUTO SERVICE INC	REPAIR 21-10	60111901 - 5370	\$6,426.22
R1703296	COUNTY RISK SHARING AUTHORITY	SETTLEMENT 11/01/2011	60111901- 5370	\$100,000.00
R1703297	COUNTY RISK SHARING AUTHORITY	COOK CASE SETTLEMENT	60111901 - 5370	\$92,696.21

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

5
RESOLUTION NO. 17-406

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 Assistant Chief, Eric Burgess attend a Leadership Conference in Lee County, Florida from June 12-16, 2017 at the cost of \$1251.00 (fund number 10011303).

The Economic Development Department is requesting that Bob Lamb tour the Toledo Port Authority/Bowling Green Workforce Project at the Bowling Green State University from May 2-3, 2017 at the cost of \$338.20

COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 24, 2017

(fund number 21011113).

The Emergency Medical Services Department is requesting that Sheila Perin attend a HIPPA Compliance 2017 class in Columbus, Ohio on June 28, 2017 at the cost \$266.60 (10011303).

The Commissioners' Office is requesting that Commissioner Barb Lewis, Commissioner Jeff Benton, Ferzan Ahmed, Dawn Huston and Jane Tinker attend a Powell 2017 Annual Awards Luncheon on March 9, 2017 at the cost of \$150.00 (fund number 10011101).

The Commissioners' Office is requesting that 15 County Employees attend the 2017 State of the County, 3rd Thursday Luncheon on March 17, 2017 at the cost of \$300.00 (fund number 10011101).

The Child Support Enforcement Agency is requesting that Wendy Shannon and Maren Aikey attend a Regional Hearing Officer Roundtable in Mount Vernon, Ohio on May 4, 2017 at no cost.

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

6

RESOLUTION NO. 17-407

IN THE MATTER OF A LIQUOR LICENSE TRANSFER REQUEST FROM CRABBY ENTERPRISES LTD (DBA GOOSENECK TAVERN) TO CONCORDIAN LLC (DBA CLOUD9 BAR & GRILL) AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that a liquor license request from Crabby Enterprises Ltd (DBA Gooseneck Tavern) to Concordian LLC (DBA Cloud9 Bar & Grill) located at 9721 Sawmill Road & Patio, Powell, OH 43065 and

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

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

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

7

RESOLUTION NO. 17-408

IN THE MATTER OF CANCELING THE COMMISSIONERS' SESSIONS SCHEDULED FOR MONDAY JULY 3, 2017 AND MONDAY JULY 24, 2017:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to cancel Commissioners' Sessions Scheduled for Monday July 3, 2017 And Monday July 24, 2017.

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

8

RESOLUTION NO. 17-409

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND TRANE U.S. INC. FOR CHILLER WORK AT THE DELAWARE COUNTY JAIL:

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

Whereas, the Director of Facilities recommends approval of the contract between the Delaware County Board of Commissioners and Trane U.S. Inc. for chiller work at the Delaware County Jail;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract between The Delaware County Commissioners and Trane U.S. Inc. for chiller work at the Delaware County Jail:

SERVICES AGREEMENT

This Agreement is made and entered into this 24th day of April , 2017, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Trane U.S. Inc., 2300 Citygate Drive, Suite 100, Columbus, OH 43219-3652 ("Contractor"),

COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 24, 2017

hereinafter collectively referred to as the "Parties."

1 SERVICES PROVIDED BY CONTRACTOR

1.1 As used in this Agreement, "Services" shall include the description contained in this Section 1.1 and the "Scope of Services" incorporated by reference in Section 1.2. The Contractor will provide Services in connection with the following "Project":

Trane Compressor R'newal™ for RTAC140AUD0NUAFNN1NY2TENNN0FN10NR0EXN

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

PROPOSAL ID / AGREEMENT NUMBER: 2181979 /

QUOTE NUMBER / CO-OP CONTRACT NUMBER 34-158505-17-001/USC 15-JLP-023

Subject: Trane Compressor R'newal™ for RTAC140AUD0NUAFNN1NY2TENNN0FN10NR0EXN

The R'newal™ services program is an exclusive, comprehensive program, available only from Trane Building Services, designed to prevent refrigerant leaks, compressor failures, and avoid unscheduled downtime. This process replaces worn materials, restores compressor performance, and updates applicable components to current design. The R'newal Service program delivers Trane's original commitment of reliability and performance and is backed by a long-term factory warranty. Trane is pleased to offer you this proposal for performance of the following services:

Equipment:

Equipment	Qty	Manufacturer	Model Number	Serial Number
Air-Cooled Series R(TM)	1	Trane	RTAC140AUD0NUAFNN1NY2TENNN0FN10NR0EXN	U02C03964

Scope of Service –Series R Rotary Screw Chiller Compressor R'newal Service

- Starter evaluation
- Circuit remove/transfer existing refrigerant (recovery equipment included)
- Renewed compressor is installed per OEM specification and start-up
- Oil and refrigerant lab analysis
- Re-install existing refrigerant that was removed or transferred
- All necessary labor and rigging
- Insulate compressor motor terminals
- Start-up and system checkout
- Shipping and Handling
- **Factory parts and labor warranty on compressor – see Warranty section (below) for details Series R Running Compressor R'newal Warranty**

Series R R'newal includes a one year standard parts warranty and 90 days labor on all components replaced as part of the offering.

In addition, the compressors on which Refresh has been completed will be covered by the Limited Factory Warranty for the term purchased:

•2 Years Compressor Parts & Labor

5 Years Compressor Parts & Labor: This offering requires the purchase of the Trane Service Agreement. The service agreement shall include, at a minimum three annual inspections and an annual oil analysis by the Trane Chemical Laboratory. If the Trane Service Agreement is cancelled before the end of the warranty period the Limited Factory Warranty on the compressors is void.

Clarifications

- The existing HFC-134a will be re-used, provided it meets standards. If additional refrigerant is necessary, it is not included and will be billable in addition to this proposal.
 - Unless specified, upgrades to the motor starter and controls are not included in this proposal.
 - Labor is at normal working hours only, and excludes labor costs due to unusual equipment access. All crane costs are excluded.
 - The Limited Factory Warranty is available at the URL listed below and is incorporated herein by this reference: <http://www.trane.com/content/dam/Trane/Commercial/global/services/elite-start/ExtendedFactoryWarranty/RnewalT%26Cs.pdf>
- 1.Price does not include sales taxes.
 - 2.Any service not listed is not included.
 - 3.Work will be performed during normal Trane business hours.

2 SUPERVISION OF SERVICES

2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Administrator 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

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 24, 2017**

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 1.2 and as follows:

4.2 For all services described in the Scope of Services and Fee Proposal, the lump sum fee shall be Forty Two Thousand Three Hundred Ninety Five Dollars (\$42,395.00).

4.3 Total compensation under this Agreement shall not exceed Forty Two Thousand Three Hundred Ninety Five Dollars (\$42,395.00) without subsequent modification.

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

5 NOTICES

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

County:

Name: Jon Melvin, Director of Facilities
Address: 1405 US Highway 23 North, Delaware, OH 43015
Telephone: (740) 833-2283
Email: jmelvin@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Blake Moore
Address of Firm: Trane U.S. Inc.
City, State, Zip: 2300 Citygate Drive, Suite 100
Telephone: (614) 473-3500
Email: BDMOORE@TRANE.COM

6 PAYMENT

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

6.2 Invoices shall be submitted to the Project Manager by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.

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

7 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS

7.1 The Contractor shall commence Services upon written Notice to Proceed ("Authorization") of the Project Manager and shall complete the Services in accordance with the Proposal.

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

8 SUSPENSION OR TERMINATION OF AGREEMENT

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

8.2 In the case of Termination, the Contractor shall submit a final invoice within sixty (60) days of

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 24, 2017**

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.

9 INDEMNIFICATION

9.1 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 of them may be liable.

10 INSURANCE

10.1 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.

10.2 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.

10.3 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.

10.4 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.

10.5 Proof of Insurance: Prior to the commencement of any Services 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 Services under this Agreement.

11 MISCELLANEOUS TERMS AND CONDITIONS

11.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.

11.2 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.**

11.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

11.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

11.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

11.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances

COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 24, 2017

other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

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

11.8 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.

11.9 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 Services 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.

11.10 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 Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

11.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of Services 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 Services 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 Services under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

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

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

11.12 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

9
RESOLUTION NO. 17-410

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND TRANE U.S. INC. FOR TWO AIR HANDLER UNITS ON THE RUTHERFORD B. HAYES BUILDING:

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

Whereas, the Director of Facilities recommends approval of the contract between the Delaware County Board of Commissioners and Trane U.S. Inc. for two air handler units on the Rutherford B. Hayes Building;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract between The Delaware County Commissioners and Trane U.S. Inc. for two air handler units on the Rutherford

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 24, 2017**

B. Hayes Building:

SERVICES AGREEMENT

This Agreement is made and entered into this 24th day of April, 2017, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Trane U.S. Inc., 2300 Citygate Drive, Suite 100, Columbus, OH 43219-3652 (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

1.1 As used in this Agreement, “Services” shall include the description contained in this Section 1.1 and the “Scope of Services” incorporated by reference in Section 1.2. The Contractor will provide Services in connection with the following “Project”:

Delaware County Hayes Trane Intellipak™ Rooftop Air Conditioner Refresh Service Program

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

PROPOSAL ID / AGREEMENT

NUMBER: 2154748 /

QUOTE NUMBER / CO-OP CONTRACT

NUMBER 34-140858-17-001/USC 15-JLP-023

Subject: Trane Intellipak™ Rooftop Air Conditioner Refresh Service Program

The IntelliPak refresh service program is a comprehensive factory warranted solution designed to restore critical components of your IntelliPak packaged rooftop equipment to its original operating condition, reliability, and life expectancy. This service operation is performed by Trane field personnel. Its intent is to address components whose wear over time presents a significant risk to unit reliability and operation. It is intended for owners with midlife equipment that want to get many more years out of their units.

Trane is pleased to offer you this proposal for performance of the following services:

Equipment:

Equipment	Qty	Manufacturer	Model Number	Serial Number
90-130 ton Packaged Industrial Rooftop	1	Trane	FHGD124PU97EF9D8001 A00E000000RT0Y05#	C01H58541
90-130 ton Packaged Industrial Rooftop	1	Trane	SFHGD124PU97EF9D8001 A00E000000RT0Y05#	C01H58540

Scope of Service – IntelliPak Rooftop Air Conditioner Refresh Service Program

Standard Components

(Covered by 1 year parts warranty)

- Operating evaluation of unit of refrigeration temperatures and pressures and of heating system operation
- Inspection for damage of wear of refrigeration system refrigerant lines and connections
- Replacement of internal unit control devices including:
 - Supply fan airflow proving switch
 - Combustion fan airflow proving switch (gas heat units only)
 - Exhaust fan airflow proving switch (gas heat units only)
 - Gas Igniter spark plug (gas heat units only)
- Cabinet integrity improvements including:
 - New door and panel gasketing
 - Replace missing panel screws
 - Replace damaged latches
 - Replace high efficiency outside air damper tip seals
- Replacement of power contactors for fans, compressors and electric heat (if installed)
- Installation of phase loss, phase reversal protection module
- Identifying unit nameplate and brass weatherproof IntelliPak refresh plaque
- Auxiliary Components to be replaced (Covered by 1 year parts warranty)
- Installation of all new condenser fan and motor assemblies for total unit
- Replace all unit compressors with new Trane compressors (2 year compressor parts and labor warranties)
- Install new supply and exhaust fan bearings
- Install new TR200 Trane VFD’s for supply and exhaust fans

IntelliPak Refresh Warranty

IntelliPak Refresh includes a one year standard parts warranty and 90 days labor on all components replaced as part of the offering.

In addition, the compressors on which Refresh has been completed will be covered by the Limited Factory

Warranty for the term purchased*.

- 5 Years Compressor Parts & Labor

Clarifications

The cost of any refrigerant needed to restore proper system operation will be charged as extra

Refrigerant is not covered under refresh parts warranty or compressor warranty

The Limited Factory Warranty is available at the URL listed below and is incorporated herein by this

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 24, 2017**

reference:

<http://www.trane.com/content/dam/Trane/Commercial/global/services/elite-start/ExtendedFactoryWarranty/RnewalT%26Cs.pdf>

1. Price does not include sales taxes.
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.

2 SUPERVISION OF SERVICES

2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Administrator 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

4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.2 and as follows:

4.2 For all services described in the Scope of Services and Fee Proposal, the lump sum fee shall be One Hundred Twenty Three Thousand Eight Hundred Ninety Dollars (\$123,890.00).

4.3 Total compensation under this Agreement shall not exceed One Hundred Twenty Three Thousand Eight Hundred Ninety Dollars (\$123,890.00) without subsequent modification.

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

5 NOTICES

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

County:

Name: Jon Melvin, Director of Facilities
Address: 1405 US Highway 23 North, Delaware, OH 43015
Telephone: (740) 833-2283
Email: jmelvin@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Blake Moore
Address of Firm: Trane U.S. Inc.
City, State, Zip: 2300 Citygate Drive, Suite 100
Telephone: (614) 473-3500
Email: BDMOORE@TRANE.COM

6 PAYMENT

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

6.2 Invoices shall be submitted to the Project Manager by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.

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

7 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS

7.1 The Contractor shall commence Services upon written Notice to Proceed ("Authorization") of the Project Manager and shall complete the Services in accordance with the Proposal.

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 24, 2017**

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

8 SUSPENSION OR TERMINATION OF AGREEMENT

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

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

9 INDEMNIFICATION

9.1 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.

10 INSURANCE

10.1 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.

10.2 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.

10.3 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.

10.4 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.

10.5 Proof of Insurance: Prior to the commencement of any Services 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 Services under this Agreement.

11 MISCELLANEOUS TERMS AND CONDITIONS

11.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.

11.2 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.**

11.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

11.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 24, 2017**

11.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

11.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

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

11.8 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.

11.9 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 Services 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.

11.10 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 Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

11.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of Services 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 Services 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 Services under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

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

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

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

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

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 24, 2017**

RESOLUTION NO. 17-411**IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH WEST SAFETY SOLUTIONS GROUP TO PROVIDE TEXT TO 9-1-1 SERVICE TO DELAWARE COUNTY:**

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

Whereas, the Director of Emergency Communications recommends approval of the services agreement with West Safety Solutions Group;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the services agreement between The Delaware County Board of Commissioners and West Safety Solutions Group to provide text to 9-1-1 Service to Delaware County.

(Copy of the agreement is available in the Commissioners' office and 911 Communication Department until no longer of administrative value).

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

11**RESOLUTION NO. 17-412****IN THE MATTER OF APPROVING A REQUEST FOR PROPOSALS FOR A DELAWARE COUNTY, OHIO, WEBSITE-REDESIGN PROJECT:**

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") has directed Delaware County Communications Manager Jane Hawes to initiate a website-redesign project for the Delaware County government organization (the "County"); and

WHEREAS, a website-redesign project is defined as the process of assessing the County's current website, its functionality and services provided; determining how the website could better serve the needs of users, both internal and external to the County; and implementing the changes necessary to create a website that is responsive to those needs and is scalable for use on a variety of devices, including smart phones, tablets and desktop computers; and

WHEREAS, the County's website-redesign project will require engaging the services of a professional agency with experience and expertise in civic website design; and

WHEREAS, this agency will work with the Delaware County Communications Manager and a steering committee of County staff to complete the research, design and implementation phases of the project; and

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

Section 1: The Request for Proposals packet for the Delaware County, Ohio, Website-Redesign Project is hereby approved.

Section 2: The Delaware County Communications Manager is authorized to advertise for and receive statements of qualifications and proposals on behalf of the Board in accordance with the following Request for Proposals:

**REQUEST FOR PROPOSALS
Delaware County, Ohio, Branding Project**

The Delaware County Commissioners are seeking competitive sealed proposals from Offerors for the redesign of the Delaware County website. Proposals will be received at the Delaware County Commissioners' Office, 101 North Sandusky Street, Delaware, Ohio 43015, until **4:30 p.m. on May 22, 2017**. At that time, proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of offerors will be read aloud. Three (3) printed copies and one (1) digital copy in a PDF format on a jump drive are to be included. Submittals pursuant to this request will not be received after the hour and date stated above.

The complete Request for Proposals is posted on the internet and may be viewed on Delaware County's web page at <http://www.co.delaware.oh.us> under the heading Bids and Notices or may be obtained from the Delaware County Commissioners Office, 101 N. Sandusky Street, Delaware, Ohio, during normal business hours.

Any proposals submitted to Delaware County, Ohio are to be prepared at the submitter's expense. Delaware County reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the submitter and Delaware County. Delaware County shall have no liability whatsoever to any submitter whose proposal is not accepted.

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 24, 2017**

A bid bond, or other bid security, is not required, but if a contract is awarded, the contractor shall be required to submit a performance bond.

(This Notice posted in *The Delaware Gazette* and on the Delaware County Board of Commissioners Website.)

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

12

ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator

- To date, the EMS department has collected \$15,000 from soft billing
- Toured the new judicial building on Friday with Facilities Director, Jon Melvin. The first floor has tile laid down, the fifth floor doesn't have drywall. They are still estimating a completion date of late July.
- Dawn Huston gave a recap of the CEBCO meeting last Friday. They now have 33 county members with around 20,000 Anthem healthcare customers.

13

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

- Attended the CEBCO meeting on Friday
- Attended the "Hear Ohio" symphony performance on Saturday
- Congrats to Ferzan's daughter-in-law for being an American Citizen on Friday
- Congrats to the OSU Men's gymnastics team for placing second over the weekend. The Oklahoma Men's team placed first.

Commissioner Lewis

- There will be a ribbon cutting ceremony on May 5th for the Unity House located at 35 N. Washington Street.

Commissioner Benton

- We have a busy day today: at 10:30 AM, we will have a work session with Auditor Kaitsa to talk about a bonding project with the Finance Authority, then we will have a second ditch viewing for the Haven's 503 ditch petition.

14

RESOLUTION NO. 17-413

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES:

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

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

RESOLUTION NO. 17-414

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 10:33 AM.

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

RECESS 10:33 AM/ RECONVENE 11:23 AM

RESOLUTION NO. 17-415

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

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn into Executive Session at 11:23 AM

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

RESOLUTION NO. 17-416

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn out of Executive Session at 12:27 PM.

RECESS 12:27 PM/ RECONVENE 1:32 PM

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 24, 2017**

16

**1:30PM VIEWING FOR THE HAVEN'S 503 DRAINAGE IMPROVEMENT PETITION PROJECT
(PEACHBLOW ROAD)**

IN THE FIELD:

**1:30 PM VIEWING FOR CONSIDERATION OF THE HAVEN'S 503 DRAINAGE IMPROVEMENT
PETITION**

On **Monday April 24, 2017** at **1:30PM** (in the vicinity of approximately 100 feet East of 526 Peachblow Road, on the North side of the road, Delaware, Ohio 43015) The Delaware County Commissioners viewed the watershed area with staff members from the Delaware County Engineer's Office and the Delaware County Soil and Water Conservation District.

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

On March 18, 2014, a drainage petition for the **HAVEN'S 503 DRAINAGE** watershed was filed with the Board of County Commissioners to:

1. The following is the course and termini of said proposed improvement to wit: commencing in Delaware County, Berlin Township within the Olentangy Watershed following the "Haven's 503" tile, a ditch beginning on the south of Peachblow Road flowing south through the middle of parcel 418-330-01-031-000 and terminating at or near the southern property line of said parcel.
2. To 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.

NOTE: the Final hearing on the petition is scheduled for Monday May 1, 2017 at 1:30PM

The Commissioners:

-Looked At And Followed The Proposed Replacement Tile Areas

-Walked Property at Peachblow near orange pipe where subdivision basin flows under road

Looked at a ditch beginning on the south of Peachblow Road flowing south through the middle of farm and terminating at or near the southern property line in open channel

-proposed tile area to a good and sufficient outlet lies behind/parallel to Red Barn area

-viewed maps of area

-some of the infrastructure in this area is in the City of Delaware and the City has conditions to outlet that are taken into the petition project.

-landowner has concerns on how/why assessments are different for similar areas

-this is a landowner initiated process and detailed surveys follow if the project moves past the first hearing

-if approved the storm water infrastructure will be placed on the County Drainage Maintenance Program

-if approved money pooled only for this project; assessments placed on build-able lots current and future

-SWCD does not have a muskrat control program, but the maintenance program will repair damage to the system caused by animals

-the petition (signatures and words) determines the upstream part of a project the "sufficient outlet" determines the bottom of a project

-4 Factors Determine Possible Assessment: Acres Benefited, Land Use, Percent Of Improvement Used; Remote Factor

The following is a PDF copy of the Commissioners' Office sign-in sheet of the people present at the viewing who chose to sign the sign-in sheet.

COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD APRIL 24, 2017

SIGN-IN SHEET FOR APRIL 24, 2017

**1:30PM VIEWING FOR THE HAVEN'S 503 DRAINAGE
 IMPROVEMENT PETITION PROJECT**

(in the vicinity of approximately 100 feet East of 526 Peachblow Road, on the North side of the road, Delaware, Ohio 43015)

	NAME	ADDRESS
1	Sarah Dhoro	101 N. Sandusky, Delaware 43015
2	Kevin McAuley	6689 Dublin Center Dr. Dublin OH 43017
3	Bob Sherman	Delaware swcd
4	Barbara Sherman	1469 AFRICA RD CALENA
5	DON SHEAMAN	" "
6	Brett Bergefurd	50 Channing ST - DCEO
7	BRET BACON	SWCD
8	Dan Barr	SWCD
9	Rebecca Longsmith	SWCD
10		

There being no further business, the meeting adjourned.

10:30AM Work Session

-Finance Authority And Issuance Of Bonds

 Gary Merrell

 Barb Lewis

 Jeff Benton

 Jennifer Walraven, Clerk to the Commissioners