



COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 6, 2017

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**5**

**RESOLUTION NO. 17-697**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Regional Sewer District is requesting that Nate Givens attend a Construction Contract Workshop in Worthington, Ohio on August 18, 2017 at a total cost of \$304.00 from fund 66211902.

The Code Compliance Department is requesting that Duane Matlack, Ed Spiers and Chris Stanich attend an automatic sprinkler system training in Westerville, Ohio at cost.

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

**6**

**RESOLUTION NO. 17-698**

**IN THE MATTER OF ACCEPTING THE TREASURER’S REPORT FOR THE MONTH OF MAY 2017:**

It was moved by Mr. Merrell, seconded by Mr. Benton to accept the Treasurer’s Report for the month of May 2017.

(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              Absent

**7**

**RESOLUTION NO. 17-699**

**SETTING DATE, TIME AND PLACE FOR THE FINAL HEARING BY THE COMMISSIONERS FOR THE LIBERTYDALE DRAINAGE MAINTENANCE IMPROVEMENT PETITION PROJECT:**

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

Whereas, the Board of Commissioners of Delaware County on March 9, 2017, held a public hearing and determined the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the reconstruction and improvement of the Libertydale Drainage Improvement Petition Project, and

Whereas, at that time the Delaware County Commissioners directed the Delaware County Engineer to proceed with the preparation of plans, reports, and schedules for the completion of the Drainage Improvement project, and

Whereas, the Delaware County Engineer has notified the Commissioners that the plans, reports, and schedules for the construction of the Libertydale Drainage Improvement Petition Project are being finalized for their review and consideration.

Therefore be it Resolved, the Board of County Commissioners of The County of Delaware have fixed **Thursday August 17, 2017, at 10:00AM** at the Commissioners Hearing Room 101 North Sandusky Street Delaware, Ohio as the time and place of the final hearing by the Commissioners on the report of the County Engineer.

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

**8**

**RESOLUTION NO. 17-700**

**IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, JACKSON B. REYNOLDS III, REQUESTING ANNEXATION OF 15.12 ACRES OF LAND IN ORANGE TOWNSHIP TO THE CITY OF COLUMBUS:**

It was moved by Mr. Merrell, seconded by Mr. Benton to acknowledge that on June 28, 2017, the Clerk to the Board of Commissioners received an annexation petition request to annex 15.12 acres from Orange Township to the City of Columbus.

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

**9**

**RESOLUTION NO. 17-701**

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY  
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**IN THE MATTER OF APPROVING AN ADDENDUM TO THE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY SHERIFF AND LEXIS NEXIS RISK SOLUTIONS FL, INC FOR THE ACCURINT VIRTUAL CRIME CENTER LAW ENFORCEMENT SOFTWARE SERVICES FOR THE SHERIFF’ OFFICE:**

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

Whereas, The Delaware County Sheriff and Staff recommend the addendum to agreement between The Delaware County Sheriff and Lexis Nexis Risk Solutions FL, Inc For Accurint Virtual Crime Center Law Enforcement Software Services For The Sheriff’ Office:

Now, Therefore, Be It Resolved That The Board Of Commissioners Of Delaware County approve the AN addendum to agreement with Lexis Nexis Risk Solutions FL, Inc For Accurint Virtual Crime Center Law Enforcement Software Services For The Sheriff’ Office:

**Addendum to the Contract between Delaware County and Lexis Nexis Risk Solutions FL, Inc.**

The Parties mutually agree to add additional services the contract regarding the Lexis Nexis Risk Solutions FL’s software approved by Resolution #15-1540, on December 28, 2015.

Amended Terms:

Delaware County agrees to purchase the additional services as described in Exhibit A, at the cost described in Exhibit A. Lexis Nexis Risk Solutions FL, Inc. agrees to provide those services at that cost.

All remaining provisions of the Agreement shall continue in full force and effect unless specifically amended here.

In the event of a conflict between the terms of the Contract and this addendum, this addendum shall prevail.

(Exhibit A is available in the Commissioners’ office until no longer of administrative value)

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

**10  
RESOLUTION NO. 17-702**

**IN THE MATTER OF APPROVING A MENTAL HEALTH EMERGENCY SECURITY AND TRANSPORT SERVICE AGREEMENT EXTENSION BETWEEN THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY; THE SHERIFF OF DELAWARE COUNTY; GRADY MEMORIAL HOSPITAL AND THE DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD:**

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

Whereas, The Delaware-Morrow Mental Health & Recovery Services Board and Staff recommend approval of the Mental Health Emergency Security And Transport Service Agreement Extension Between The Board Of Commissioners Of Delaware County; The Sheriff Of Delaware County; Grady Memorial Hospital And The Delaware-Morrow Mental Health & Recovery Services Board; and

Whereas, the Sheriff and Office Staff recommend approval of the Mental Health Emergency Security And Transport Service Agreement Extension Between The Board Of Commissioners Of Delaware County; The Sheriff Of Delaware County; Grady Memorial Hospital And The Delaware-Morrow Mental Health & Recovery Services Board;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Mental Health Emergency Security And Transport Service Agreement Extension Between The Board Of Commissioners Of Delaware County; The Sheriff Of Delaware County; Grady Memorial Hospital And The Delaware-Morrow Mental Health & Recovery Services Board.

**MENTAL HEALTH  
EMERGENCY SECURITY AND TRANSPORT  
SERVICE AGREEMENT  
EXTENSION  
(7/1/17 through 6/30/18)**

This Agreement is entered into by and between the Board of Commissioners of Delaware County, Ohio (hereinafter referred to as "County"), Sheriff of Delaware County, Ohio (hereinafter referred to as "Sheriff"), Grady Memorial Hospital, Delaware, Ohio (hereinafter referred to as "Hospital) and the Delaware-Morrow Mental Health & Recovery Services Board, (hereinafter referred to as "Board").

Recitals

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WHEREAS, the parties hereto have previously entered into a mental health emergency security and transport service agreement extending through June 30, 2017 (hereinafter the "Agreement") and the parties desire to further extend the Agreement for an additional year; and

FURTHER WHEREAS, the Sheriff's Office is currently operating under the CBA from 2014-2016 and is in active negotiations. Therefore, the parties intend that rates for services under this Agreement be governed by a future CBA, subject to the limitations set forth below.

NOW THEREFORE, the parties mutually agree that the Mental Health Emergency Security and Transport Service Agreement is hereby extended for an additional one (1) year term commencing July 1, 2017 and ending June 30, 2018 upon the same terms, conditions and considerations as in effect on June 30, 2017 and during the renewal term:

The Sheriff Deputies performing services under this Agreement shall be paid by the Hospital at the rate established in a subsequent CBA applicable for the period from July 1, 2017 to June 30, 2018, provided however, that the rates payable under this Agreement are subject to a maximum increase of \$2.00 per hour above the rates set forth in the Agreement expiring June 30, 2017 (being \$36 per hour for the period 7/1/16 to 12/31/16 and \$37 per hour for the period 1/1/17 to 6/30/17).

1. With the \$1.00 per hour fee paid to the Special Duty Coordinator the effective combined rate billed to the Hospital shall be \$1.00 per hour above the rates as determined above.
2. The Board agrees to fund the compensation paid by the Hospital for the services provided under this Agreement subject to the existing contract maximum; twenty-thousand dollars (\$20,000).
3. Central Ohio Mental Health Center was originally included as an "Accommodating Party" to this Agreement. Central Ohio Mental Health Center ceased providing all services on March 31, 2017. Accordingly, the parties agree that Central Ohio Mental Health Center is no longer considered an "Accommodating Party" to this Agreement.
4. All of the certifications and covenants set forth in the Agreement shall be recertified and reaffirmed as applicable and all other terms and conditions of the Agreement shall remain in full force and effect during the term of this Service Agreement Extension.

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

**11**

**RESOLUTION NO. 17-703**

**IN THE MATTER OF APPROVING THE AMENDMENT TO THE CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND NORTH CENTRAL JOBS FOR OHIO'S GRADUATES FOR THE PROVISION OF ALTERNATIVE EDUCATION AND WORK READINESS TRAINING:**

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

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

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract amendment for The Provision of Alternative Education and Work Readiness Training Between North Central Jobs for Ohio's Graduates And Delaware County:

**Second Amendment to Contract  
For The Provision of Alternative Education and Work Readiness Training  
Between  
North Central Jobs for Ohio's Graduates  
And  
Delaware County**

This Second Amendment of the Contract For Alternative Education and Work Readiness Training is entered into this 6<sup>th</sup> day of July, 2017 by and between the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, on behalf of Delaware County Department of Job and Family Services (hereinafter, "DCDJFS"), whose address is 140 North Sandusky Street, Delaware, Ohio 43015, and the NORTH CENTRAL JOBS FOR OHIO'S GRADUATES (hereinafter, "JOG") whose address is 890 West Fourth Street, Mansfield, Ohio 44906 (hereinafter singly "Party," collectively, "Parties").

**WHEREAS**, the Parties entered into the Contract for Alternative Education and Work Readiness Training (hereinafter "Contract") dated January 11, 2016; and,

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

**NOW THEREFORE**, the Parties agree as follows:

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

**A. Maximum Payment**

The maximum amount payable pursuant to this Contract shall be increased to \$290,000.

**B. Term**

The contract service period shall be extended through June 30, 2018.

**C. Scope of Services**

The program shall comply with Comprehensive Case Management and Employment Program Manual (CCMEP) Transmittal Letter No. 2, dated April 25, 2017.

The Supportive Services program element shall be a shared responsibility by both JOG and DCDJFS.

DCDJFS shall provide JOG a written confirmation of acceptance or rejection of all program enrollment applications submitted by JOG to DCDJFS within five (5) business days of receipt of the application.

Ten (10) percent of the maximum contract value shall be paid only if services are provided and the following expected outcomes are achieved:

- At least four (4) percent of the budget for the twelve (12) month service period from July 1, 2017 through June 30, 2018 has been invoiced for allowable Work Experience costs by September 30, 2017.
- At least ten (10) percent of the budget for the twelve (12) month service period from July 1, 2017 through June 30, 2018 has been invoiced for allowable Work Experience costs by December 31, 2017.
- At least seventeen (17) percent of the budget for the twelve (12) month service period from July 1, 2017 through June 30, 2018 has been invoiced for allowable Work Experience costs by March 31, 2018.
- At least twenty (20) percent of the budget for the twelve (12) month service period from July 1, 2017 through June 30, 2018 been invoiced for allowable Work Experience costs by June 30, 2018.

Determination of whether JOG meets expected outcomes shall be determined on a quarterly basis and payment made within thirty (30) days of the determination.

DCDJFS and JOG shall share a joint responsibility to ensure the CFIS Web application is operational at least ninety-five (95) percent of the time.

**Payment Procedures**

1. JOG shall submit to DCDJFS proper monthly invoices for services actually provided.

2. JOG shall provide a monthly invoice to the DCDJFS no later than 30 days past the service month. Failure to provide the invoice within the thirty (30) days may delay payment of the invoice.

JOG shall submit the monthly invoice on DCDJFS Youth Program Invoice Form 070117 which is a Microsoft Excel spreadsheet comprised of the following worksheets:

- Invoice Cover
- Invoice Detail (supporting amounts on the Invoice Cover)
- Participant Roster
- Work Experience Participation

JOG shall submit an electronic copy via email of the entire spreadsheet. JOG shall also submit a printed or scanned copy of the signed invoice cover. JOG shall include copies of receipts as supporting documentation for all reimbursable costs to reconcile amounts in the Invoice Detail.

JOG shall verify the accuracy of the Participant Roster with the DCDJFS Youth Program Employment Counselor each month prior to submitting the monthly invoice.

If monthly invoices are not received by DCDJFS within the 30-day deadline, JOG agrees to be bound by the percentage removal rate(s) below:

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- 31-45 days 10% of the total invoice amount
- 46-60 days 25% of the total invoice amount
- 61+ days 40% of the total invoice amount

When determining applicable percentage removal rates, the date of receipt of a monthly invoice shall be the date when the invoice received is complete and materially correct. DCDJFS shall review and return invoices requiring correction to JOG within three (3) business days.

**D. Budget**

All costs associated with JOG’s delivery of services for this program for the period July 1, 2017 through June 30, 2018 are depicted in attached A1-A3 Budget Worksheet, dated June 22, 2017.

The budget for service period July 1, 2017 through June 30, 2018 shall be:

Category	Comments	Total \$
Staff Salaries	100% Career Specialist – serves in-school & out of school youth, 30 % make-up credit tutor, 10% Assistant Principal/Classroom Supervisor, 10% Executive Director, 33% fiscal payroll	\$71,671.14
Retirement	15.5% of total salaries	\$11,109.00
Medical, Dental, Vision, Life	Based on actual plans staff have	\$12,343.91
Medicare & Workers Compensation	2.32% of total salaries	\$1,662.77
Insurance	Coverage required By Board Policy	\$840
Program Element Costs	Costs for students to be involved Leadership, schooling, entrepreneurship, counseling, etc.	\$7,500
Tuition & Education	Short Term Training	\$3,473.18
Work Experience	Wages and stipends	\$30,000
Equipment & Furniture	Equipment needs for JOG classroom	\$1,400
<b>TOTAL</b>		<b>\$140,000</b>

2. Signatures

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

3. Conflicts

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

4. Terms of Agreement Unchanged

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

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**RESOLUTION NO. 17-704**

**IN THE MATTER OF APPROVING TRANSFER OF FUNDS FOR JOB AND FAMILY SERVICES:**

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

<b>Fund Transfers</b>			
<b>From</b>	<b>To</b>		
22311611-5801 Workforce Investment Act/Transfers	22411603-4601 JFS Workforce/Interfund Revenues	\$	50,000.00
22511607-5801 Children Services Fund/Transfers	22411604-4601 JFS Child Protection/Interfund Revenues	\$	100,000.00
Vote on Motion	Mr. Benton	Aye	Mr. Merrell
		Aye	Mrs. Lewis
			Absent

13

**RESOLUTION NO. 17-705**

**IN THE MATTER OF APPROVING THE SUBMITTAL AND ACCEPTANCE OF GRANT FUNDING AND AUTHORIZING THE APPROPRIATION AND EXPENDITURE OF THE MATCHING FUNDS FOR DELAWARE COUNTY EMERGENCY MEDICAL SERVICES:**

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

WHEREAS, the Board of County Commissioners of Delaware County (the "Board") desires to ensure the most efficient and highest level of care is provided to the residents and visitors of Delaware County; and

WHEREAS, it is widely accepted that mechanical CPR devices increase the quality of chest compressions in the patient suffering cardiac arrest, that continuous CPR chest compressions administered by a mechanical CPR device are superior to that of human powered chest compressions, and that consistent and uninterrupted CPR chest compressions are desired for the best care and treatment of the cardiac arrest victim; and

WHEREAS, a local match of 10% is required for the Grant that will assist in the purchase of mechanical CPR devices; and

WHEREAS, the County Administrator is listed as the designated official for Delaware County for the Grant;

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

Section 1. The Board hereby approves the submittal and acceptance of grant funding as follows:

Grant #	EMW-2016-FO-02507
Source	Federal Emergency Management Agency
CFDA #	97.044
Grant Amount:	\$222,737.00
Local Match:	<u>22,273.00</u>
Total Grant Amount:	\$245,010.00

Section 2. The Board hereby authorizes the County Administrator, as designated official, to execute reports and administrative documents for the Grant.

Section 3. The Board hereby approves the following supplemental appropriation and transfer of funds:

**Supplemental Appropriation**

21311322-5450	Assistance to Firefighters Grant/Capital Equipment	\$245,010.00
10011303-5801	EMS/Misc Cash Transfer	22,273.00

**Transfer of Funds**

<b>From</b>	<b>To</b>	
10011303-5801	21311322-4601	\$22,273.00
EMS/Misc Cash Transfer	Assistance to Firefighters Grant/Interfund Revenue	



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Section 4. The Board hereby declares that the purchase of mechanical CPR devices shall be in accordance with the State of Ohio cooperative purchasing program, pursuant to the contract and terms and conditions set forth in State of Ohio Index # STS652, Contract number 800265, which is, by this reference, fully incorporated herein and of which the purchase order approved herein shall be made a part.

Section 5. The Board hereby approves a purchase order in the amount of \$245,010.00 to Zoll Medical Corporation.

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

**14**

**RESOLUTION NO. 17-706**

**IN THE MATTER OF APPROVING A RESOLUTION FOR DELAWARE COUNTY TO ACCEPT DONATED FUNDS FROM FIREFIGHTERS MEMORIAL RIDE:**

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

WHEREAS, the Firefighters Memorial Ride has donated Five Hundred Dollar (\$500.00) in memorial of Paramedic Charles “Chuck” McNabb, to Delaware County EMS;

NOW THEREFORE BE IT RESOLVED, that the Delaware County Commissioners accept the Five Hundred Dollar (\$500.00) donation.

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

**15**

**RESOLUTION NO. 17-707**

**IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR THE HEATHERS AT GOLF VILLAGE SECTION 3 PHASE B:**

It was moved by Mr. Merrell, seconded by Mr. Benton 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 The Heather's at Golf Village Section 3 Phase B for submittal to the Ohio EPA for their approval.

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

**16**

**RESOLUTION NO. 17-708**

**IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR THE REGIONAL SEWER DISTRICT:**

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

**Transfer of Appropriation**

<b>From:</b>	<b>To:</b>	
66211901-5380	66211902-5319	\$160,000.00
Sewer Revenue Fund/Other Services	Sanitary Engineer/Refunds	

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

**17**

**RESOLUTION NO. 17-709**

**IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH STATUS, CONTROL AND INTEGRATION, INC. FOR THE LOWER SCIOTO WATER RECLAMATION FACILITY STARTUP AND REPAIR SERVICES ON ELECTRONICS AND INSTRUMENTATION:**

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

Whereas, the Sanitary Engineer recommends approval of an agreement with Status, Control and Integration, Inc. to perform the work;

Therefore, be it resolved that the Board of Commissioners of Delaware County, Ohio, execute the following



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agreement with Status, Control and Integration, Inc.:

Furthermore, be it resolved that the Board of Commissioners of Delaware County, Ohio, approve a purchase order to Status, Control and Integration, Inc. in the amount of \$25,000.00 from org key 66211905-5328.

**DIVISION OF ENVIRONMENTAL SERVICES  
REGIONAL SEWER DISTRICT  
SERVICES AGREEMENT**

This Agreement is made and entered into this 6th day of July, 2017, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Status, Control and Integration, Inc. 8555 McCann Rd. Kensington, Ohio 44427 ("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":  
*Lower Scioto WRF startup and repair service on electronics and instrumentation*
- 1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 Services shall be rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:  
*Exhibit A*

**2 SUPERVISION OF SERVICES**

- 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 Exhibit A.
- 4.2 Total compensation under this Agreement shall not exceed \$25,000.00 without subsequent modification.
- 4.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in Exhibit A.

**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: Mark Chandler  
Address: 10333 Olentangy River Rd. Powell Ohio 43065  
Telephone: 614-436-7999  
Email: mchandler@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Kent Salmen  
Address of Firm: 8555 McCann Road  
City, State, Zip: Kensington, Ohio 44427  
Telephone: 330-223-7022  
Email: kentnova@eohio.net

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**6 PAYMENT**

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Sanitary Engineer and shall be in accordance with Exhibit A.
- 6.2 Invoices shall be submitted to the Project Manager by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

**7 NOTICE TO PROCEED, COMPLETION OF SERVICES, DELAYS AND EXTENSIONS**

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

**8 SUSPENSION OR TERMINATION OF AGREEMENT**

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate 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 CHANGE IN SCOPE OF SERVICES**

- 9.1 In the event that significant changes to the scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

**10 OWNERSHIP**

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

**11 CHANGE OF KEY CONTRACTOR STAFF; ASSIGNMENT**

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

**12 INDEMNIFICATION**

- 12.1 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

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**13 INSURANCE**

- 13.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 13.5 Proof of Insurance: Prior to the commencement of any 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.

**14 MISCELLANEOUS TERMS AND CONDITIONS**

- 14.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.

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- 14.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing 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.
- 14.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of 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.

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

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

**18**

**RESOLUTION NO. 17-710**

**IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH HARRIS INDUSTRIAL SERVICES FOR CLARIFIER REPAIRS AT THE TARTAN FIELDS WASTEWATER TREATMENT PLANT:**

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

Whereas, the Sanitary Engineer recommends approval of an agreement with Harris Industrial Services to perform the work;

Therefore, be it resolved that the Board of Commissioners of Delaware County, Ohio, execute the following agreement with Harris Industrial Services:

Furthermore, be it resolved that the Board of Commissioners of Delaware County, Ohio, approve a purchase order to Harris Industrial Services in the amount of \$49,854.33 from org key 66611906-5410.

**DIVISION OF ENVIRONMENTAL SERVICES**

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**REGIONAL SEWER DISTRICT  
SERVICES AGREEMENT**

This Agreement is made and entered into this 6th day of July, 2017, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Harris Industrial Services PO Box 1274 Marietta, Ohio 45750 (“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”:  
*Lower the weir in one clarifier by 3”. Install an eccentric style reducer on the effluent pipe of the clarifier to lower it by 3”. The center ring and walkway will be prepped and painted with a two-part marine epoxy paint to prevent corrosion. Core a 12” opening between aeration tanks 2 and 3 to help with flow control and install a 12” sluice gate.*
- 1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 Services shall be rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:  
*Exhibit A*

**2 SUPERVISION OF SERVICES**

- 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 For all services described in the Scope of Services and Fee Proposal, the lump sum fee shall be \$49,854.33
- 4.3 Any Services in addition to those stated in the Proposal shall only be performed upon approval of a written change order by both Parties and written Notice to the Contractor from the Sanitary Engineer. The total fee for any additional Services shall not exceed \$145.67
- 4.4 Total compensation under this Agreement shall not exceed \$50,000.00
- 4.5 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: Chad Kidd  
Address: 6579 Moore Rd. Delaware, OH 43015  
Telephone: 740-815-7787  
Email: ckidd@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Rob Harris - Harris Industrial Services

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Address of Firm: P.O. Box 1274  
 City, State, Zip: Marietta, OH 45750  
 Telephone: 740-350-4702  
 Email: rob@harrisindustrialservices.com

**6 PAYMENT**

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Sanitary Engineer and shall be in accordance with the Contractor's Price Proposal.
- 6.2 Invoices shall be submitted to the Project Manager by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

**7 NOTICE TO PROCEED, COMPLETION OF SERVICES, DELAYS AND EXTENSIONS**

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

**8 SUSPENSION OR TERMINATION OF AGREEMENT**

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate 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 CHANGE IN SCOPE OF SERVICES**

- 9.1 In the event that significant changes to the Scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

**10 OWNERSHIP**

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

**11 CHANGE OF KEY CONTRACTOR STAFF; ASSIGNMENT**

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

**12 INDEMNIFICATION**

- 12.1 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other

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liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

**13 INSURANCE**

- 13.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 13.5 Proof of Insurance: Prior to the commencement of any 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.

**14 MISCELLANEOUS TERMS AND CONDITIONS**

- 14.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.



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- 14.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing 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.
- 14.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of 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.

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

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

**19**

**RESOLUTION NO. 17-711**

**IN THE MATTER OF REJECTING AMENDMENT OSB.009242-1 AND ACCEPTING AMENDMENT OSB.009242-2 TO AN IRREVOCABLE STANDBY LETTER OF CREDIT ISSUED TO METRO DEVELOPMENT, LLC FOR THE RESERVE AT SCIOTO GLENN PHASE 3:**

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

Whereas, Huntington National Bank originally issued on 9/19/16, an Irrevocable Standby Letter of Credit for Metro Development, LLC in the amount of \$266,262.50 as a Performance Bond with the Delaware County Commissioners as the beneficiary, with an expiration date of 9/12/17;

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Whereas, Metro Development, LLC desires to convert the bond from a Performance Bond to a 5 year Maintenance Bond for The Reserve at Scioto Glen Phase 3;

Whereas, Metro Development, LLC requests to amend the amount of the Irrevocable Standby Letter of Credit to \$26,626.25 and the expiration date to 6/17/2022;

Whereas, the language on Amendment OSB.009242-1 was incorrect and therefore must be rejected;

Whereas, the Sanitary Engineer recommends approval of Amendment OSB.009242-2;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners reject Amendment OSB.009242-1 and approve Amendment OSB.009242-2 for the Irrevocable Standby Letter of Credit issued to Metro Development, LLC for The Reserve at Scioto Glenn Phase 3.

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

**20**  
**RESOLUTION NO. 17-712**

**IN THE MATTER OF ACCEPTING A PERMANENT SANITARY EASEMENT FROM COUNTRYTYME LAND LLC:**

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

WHEREAS, a permanent sanitary easement is required from Countrytyme Land, LLC in conjunction with a lot split on parcel 316-440-01-043-000 as detailed on Exhibit A; and

WHEREAS, Countrytyme Land, LLC is granting the aforementioned easement to the County as shown on the attached Exhibit;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby accept the permanent sanitary easement from Countrytyme Land, LLC.

(Copy of easement available for review at the Sanitary Engineer’s Office until no longer of administrative value.)

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

**21**  
**RESOLUTION NO. 17-713**

**IN THE MATTER OF APPROVING CHANGE ORDER 009 TO THE CONSTRUCTION MANAGER CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND LEND LEASE (US) CONSTRUCTION INC. FOR THE SANDUSKY STREET COURTHOUSE AND RELATED PARKING FACILITY:**

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

Whereas, the Manager of Facilities recommends approval of change order 009;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the change order 009 to the contract between the Delaware County Board of Commissioners and Lend Lease (US) Construction Inc. for the Sandusky Street Courthouse and Related Parking Facility:

**Delaware County Judicial Building**

Original Guaranteed Maximum Price (GMP #3)	\$
	<u>39,393,487.00</u>
Current Contract Cost (net change by Change Orders)	\$
	<u>39,113,461.38</u>

**Change Order #9 Summary**

Item #1 - Change Order Request #57 - Additional cost to make changes to various door hardware sets based on coordination with Owner from "keying" meeting.	\$3,466.95	(Value Added Change/Change request by Owner.)
Item #2- Change Order Request #62 - Additional cost to build a chase in walls at 2 locations on L300 for wall cabinet heaters.	\$1,085.30	(Omission/Compensable change. Information Omitted on the drawings)

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Item #3 - Change Order Request #67 - Originally the gate was too long for opening and it was caught prior to being ordered. Additionally Owner requested to make changes to Level 300 parking deck entrance gate by adding a man gate and another brick pier.	\$16,720.17	(Omission/Compensable change & Value Added Change/Change request by Owner.)
Item #4 - Change Order Request #70 - Additional cost to add data outlets to 9 interview rooms in Adult Probation based on walk thru with Owner.	\$3,058.88	(Value Added Change/Change request by Owner.)
Item #5 - Change Order Request #72 - Additional cost for additional mounting brackets (80) required for the cluster lights in the 3 Courtrooms.	\$8,035.66	(Omission/Compensable change. Information Omitted on the drawings)
Item #6 - Change Order Request #73 - Additional cost to install additional lights in elevator pits. Due to coordinating with the other mechanicals in pits and to maintain luminous require by code.	\$3,276.90	(Omission/Compensable change. Information Omitted on the drawings)
Item #7 - Change Order Request #80R1 - Cost to correct a mistake in L300 elevator window head height. See attached letter stating that Silling will pay this cost.	\$2,185.41	(Design Error – Architect will pay this cost, credit on next invoice)
Item #8 - Change Order Request #88 - Additional cost to install air barrier on South wall on L200 ramp.	\$2,556.45	(Omission/Compensable change. Information Omitted on the drawings)
Item #9 - Change Order Request #90 - Additional cost to install steel tube supports in knee walls at security desk in main entry to increase strength.	\$878.12	(Omission/Compensable change. Information Omitted on the drawings)
Item #10 - Change Order Request #95 - Additional cost to install fire-safing and fire-spray at slab edge with curtain wall changes height to maintain fire rating between floors.	\$1,093.46	(Omission/Compensable change. Information Omitted on the drawings)
Item #11 - Change Order Request #100 - Additional cost to add insulation in corner closures at aluminum curtain wall.	\$2,648.05	(Omission/Compensable change. Information Omitted on the drawings)
Item #12 - Change Order Request #103 - Additional cost to change electrical circuit for fire suppression Jockey Pump. Changed before installation, no re-work.	\$1,201.15	(Omission/Compensable change. Information Omitted on the drawings)
Item #13 - Change Order Request #108 - Cost to correct a mistake in L300 elevator window elevation. Silling did not like look. See attached letter stating that Silling will pay this cost.	\$888.65	(Design Error – Architect will pay this cost, credit on next invoice)
Item #14 - Change Order Request #109 - Additional cost to add outlets for A/V equipment outside courtrooms and hearing rooms. Add an empty conduit to roof for future antenna.	\$3,800.08	(Value Added Change/Change request by Owner.)
Item #15 - Change Order Request #110 - No cost for changes to the signage and reflected ceiling plans.	\$0.00	(Change to enhance the look of the signage and ceilings)
Item #16 - Change Order Request for Additional Time (Substantial Completion to be July 31, 2017)	30 Days	
<b>Total Add Amount for Change Order #9</b>	<b><u>\$50,895.23</u></b>	
<b>New Contract Sum including this Change Order:</b>	<b><u>\$</u></b>	
	<b><u>39,164,356.61</u></b>	

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**Change Order**

<b>PROJECT (Name and address):</b> Delaware County Board of Commissioners 101 North Sandusky Street Delaware, Ohio 43051-1732 Telephone Number 740.833.2104	<b>CHANGE ORDER NUMBER:</b> 009 <b>DATE:</b> 6/28/2017	<b>OWNER:</b> <input type="checkbox"/> <b>ARCHITECT:</b> <input type="checkbox"/> <b>CONTRACTOR:</b> <input type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR (Name and address):</b> Lend Lease 92 N. Sandusky St. Suite 200 Delaware, OH 43051	<b>ARCHITECT'S PROJECT NUMBER:</b> <b>CONTRACT DATE:</b> <b>CONTRACT FOR:</b> General Construction	

**THE CONTRACT IS CHANGED AS FOLLOWS:**  
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The original Contract Sum was	\$ 145,641.00
The net change by previously authorized Change Orders	\$ 38,967,820.38
The Contract Sum prior to this Change Order was	\$ 39,113,461.38
The Contract Sum will be increased by this Change Order in the amount of	\$ 50,895.23
The new Contract Sum including this Change Order will be	\$ 39,164,356.61

The Contract Time will be increased by Thirty (30) days.  
The date of Substantial Completion as of the date of this Change Order therefore is July 31, 2017.

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

<u>Silling Associates, Inc.</u> <b>ARCHITECT (Firm name)</b> 405 Capitol Street, Upper Atrium, Charleston, WV 25301 <b>ADDRESS</b> <i>[Signature]</i> <b>BY (Signature)</b> Sean G. Simon, AIA <b>(Typed name)</b> 6/28/2017 <b>DATE</b>	<u>Lend Lease</u> <b>CONTRACTOR (Firm name)</b> 92 N. Sandusky St., Suite 200, Delaware, OH 43051 <b>ADDRESS</b> <i>[Signature]</i> <b>BY (Signature)</b> GARY R. RUTLEDGE <b>(Typed name)</b> 7/3/17 <b>DATE</b>	<u>Delaware County Board of Commissioners</u> <b>OWNER (Firm name)</b> 101 North Sandusky Street, Delaware OH 43051-1732 <b>ADDRESS</b> <b>BY (Signature)</b> <b>(Typed name)</b> <b>DATE</b>
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Vote on Motion      Mrs. Lewis      Absent      Mr. Benton      Aye      Mr. Merrell      Aye

**22**

**ADMINISTRATOR REPORTS**

Ferzan Ahmed, County Administrator  
-Attended the Farm Bureau breakfast last Friday. They had good reports to share.

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**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Merrell  
-Will be attending the MORPC Ross County Tour this afternoon  
-The House of Representatives is meeting as we speak to decide whether or not to override the veto on the NCO item. No word yet what has happened.

Commissioner Benton  
-Thanks to Representative Brenner for giving an update yesterday to the Commissioners about the House vote  
-The concert by the Central Ohio Symphony on the 4<sup>th</sup> of July went very well.  
-People In Need will be hold their first Little Brown Jog 5K race on Sunday, September 3, 2017 at the Delaware County Fairgrounds.

There being no further business, the meeting adjourned.

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Gary Merrell

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 6, 2017

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Barb Lewis

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Jeff Benton

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Jennifer Walraven, Clerk to the Commissioners