

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 13, 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**  
**RESOLUTION NO. 17-727**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 10, 2017:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on July 10, 2017; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

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

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

**2**  
**PUBLIC COMMENT**

**3**  
**ELECTED OFFICIAL COMMENT**

**4**  
**RESOLUTION NO. 17-728**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0712:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0712 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
Delaware Motive (line 1)	Operating Supplies for Water Reclamation	66211901-5228	\$ 2,000.00
Delaware Motive (line 2)	Operating Supplies for Water Reclamation	66211903-5201	\$ 3,000.00
Delaware Motive (line 3)	Operating Supplies for Water Reclamation	66211904-5201	\$ 3,000.00
Heritage Pharmacy	EMS Material /Supplies	10011303-5243	\$ 1,000.00
Boundtree Medical	EMS Material /Supplies	10011303-5243	\$12,000.00
PNC Bank	Procurement Card EMS Material /Supplies	10011303-5200	\$ 4,000.00
PNC Bank	Procurement Card EMS Contract Service	10011303-5300	\$ 4,000.00
Brain Balance	JFS Learning Center Services	22511607-5350	\$33,000.00
ACME	Transportation JFS	22411601-5355	\$ 5,075.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R1704270	KEVIN MCGOVERN ASSOCIATES INC	LAW LIBRARY BOILER PROJECT	40111402-5410	\$12,590.00
R1703896	ULTIMATE CARE SUPPORTED LIVING LLC	RESPITE CARE	70161603-5342	\$11,400.00
R1704272	ZASHIN & RICH CO LPA	LEGAL SERVICES EMS COLLECTIVE BARGAINING	10011303 - 5361	\$25,000.00
R1704305	FISHEL HASS KIM ALBRECHT LLP	911 UNION CONTRACT NEGOTIATION	21411306-5361	\$20,000.00

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

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RESOLUTION NO. 17-729

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Administrative Services Department is requesting that Cindi Blair participate in the Leadership Delaware Program one day a month from August 10, 2017 to May 10, 2018; at the cost of \$825.00 (fund number 10011108)

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

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RESOLUTION NO. 17-730

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, EUGENE HOLLINS, LAW DIRECTOR OF THE CITY OF POWELL, REQUESTING ANNEXATION OF 1.1186 ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF POWELL:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to acknowledge that on July 5, 2017, the Clerk to the Board of Commissioners received an annexation petition request to annex 1.1186 acres from Liberty Township to the City of Powell.

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

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RESOLUTION NO. 17-731

IN THE MATTER OF ACCEPTING THE AWARD OF THE DEPARTMENT OF YOUTH SERVICES FOR COMPETITIVE RECLAIM FUNDING FOR DELAWARE COUNTY JUVENILE AND PROBATE COURT:

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

WHEREAS, the Delaware County Juvenile and Probate Court has applied for and been awarded the Department of Youth Services Competitive RECLAIM award (the "Grant"); and

WHEREAS; The Competitive RECLAIM request is to implement the Effective Practices in Community Supervision (EPICS) model created by the University of Cincinnati Corrections Institute to be provided by the Court's probation department and the principles of Functional Family Therapy to be provided by the Court's Family Advocate Program. The funding for these programs will allow for the Court to provide evidence based services to moderate and high risk offenders on probation supervision; and

WHEREAS, a local match is not required for the Grant; and

WHEREAS, Court Administrator, Katie Stenman, is listed as the designated official for Delaware County for the Grant; and

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining Court Administrator Stenman as the designated official;

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

Section 1. The Board hereby accepts the award of the Grant as follows:

Grant #	Competitive RECLAIM
Source:	Department of Youth Services
Grant Period:	07/01/2017 – 06/30/2020
Grant Amount:	\$254,190.00
Local Cash Match:	<u>\$00.00</u>
Total Grant Amount:	\$254,190.00

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

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

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RESOLUTION NO. 17-

**IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:**

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

WHEREAS, pursuant to Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30<sup>th</sup>, 2004, adopted a policy for the use of County Procurement Cards. In addition, The Board of Commissioners of Delaware County by Resolution No. 11-1040 dated October 3<sup>rd</sup>, 2011, adopted amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the appointing authority for the procurement card being the Delaware County Board Of Developmental Disabilities Board has adopted a policy in accordance with the policy adopted by the Delaware County Board of Commissioners for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29 (F)(2).

WHEREAS, the cardholders are aware of and have read the policy and are aware of the disciplinary action for misuse of the card and are aware of the responsibility associated with being a card holder and;

WHEREAS, the use of the purchasing card will follow the established procurement policy adopted by the Delaware County Board Of Developmental Disabilities Board and;

NOW THEREFORE BE IT RESOLVED,

1. That the Delaware County Board Of Developmental Disabilities Board authorizes the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Appointing Authority: Delaware County Board Of Developmental Disabilities Board  
Office/Department: Delaware County Board Of Developmental Disabilities

Daily spending per card:	\$2,000.00
Monthly spending per card:	\$5,000.00
Single transaction limit:	\$2,000.00
Daily number of transactions per card:	10
Monthly number of transactions per card:	20

Name on Card: Anne Miller  
Department Coordinator: Wendy Mack

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

**9**  
**RESOLUTION NO. 17-733**

**IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS FOR FACILITIES MANAGEMENT AND FACILITIES MAINTENANCE:**

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

Whereas, the Director of Facilities recommends approval of an Intergovernmental Cooperation Agreement by and between The Delaware County Board Of Developmental Disabilities and The Delaware County Board Of Commissioners for Facilities Management and Facilities Maintenance;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve an Intergovernmental Cooperation Agreement by and between The Delaware County Board Of Developmental Disabilities and The Delaware County Board Of Commissioners for Facilities Management And Facilities Maintenance:

**INTERGOVERNMENTAL COOPERATION AGREEMENT**

Section 1 - Parties to the Agreement

This Agreement is made and entered into this 13th day of July, 2017, by and between the Delaware County Board of Developmental Disabilities, 7991 Columbus Pike, Lewis Center, OH 43035 ("DCBDD") and the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), (hereinafter collectively referred to as the "Parties").

Section 2 - Purpose

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This Agreement is authorized by sections 9.482, 307.846, and 307.15, et seq., of the Revised Code. The purpose of this Agreement is for the County to assist the DCBDD with the Facilities Management of their property and provide facilities maintenance for the DCBDD. The County may perform the services as set forth in the Exhibit A, which is attached hereto and, by this reference, fully incorporated herein.

**Section 3 - Division of Responsibilities**

DCBDD designates Kristine Hodge, Superintendent, and Jared Zirillo, Director of Operations, as administrators and agents of DCBDD for Work performed in accordance with this Agreement. The County designates Jon Melvin, Director of Facilities, as administrator and agent of the County for Work performed in accordance with this Agreement. The administrators shall have general supervision of the Work and authority to order commencement or suspension thereof.

**Section 4 - Compensation**

DCBDD shall pay the County for the services provided. The rate shall be based upon the assigned County Employee's total compensation rate performing the work. The range is \$26.75 to \$36.75 per hour. The County shall utilize their work order software to track and invoice for all work performed. DCBDD estimates a need up to 80 hours per month for a not to exceed amount of \$35,000.00. DCBDD will pay directly for the cost of all materials.

Compensation shall be paid based on invoices submitted to the DCBDD administrators by the County. DCBDD may request additional documentation to substantiate said invoices, and the County shall promptly submit documentation as needed to substantiate said invoices. DCBDD shall pay invoices within thirty (30) days of receipt.

**Section 5 - Records**

The Parties agree that each shall maintain their respective public records concerning the services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

**Section 6 - Term**

This Agreement shall be in effect July 1, 2017 for a term of one (1) year. This Agreement may be renewed annually by mutual written agreement of the Parties. Either Party may, upon thirty (30) days written notice given to the other Party, suspend or terminate this Agreement for convenience and with or without cause. In the case of Termination, the County shall submit a final invoice within sixty (60) days of the Notice of Termination for work completed up to the date of termination.

**Section 7 - Legal Contingencies**

In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

**Section 8 - Personnel**

The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor. In no event shall County's employees be considered employees of DCBDD within the meaning or application of any federal, state or local laws or regulations and vice versa.

**Section 9 - Equipment and Facilities**

Each Party to this Agreement shall be responsible for providing its own equipment and facilities. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

**Section 10 - Insurance and Liability**

Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

Each Party agree to be responsible for the negligent acts and omissions of itself and its respective officers, employees, agents, and volunteers arising out of or in connection with this Agreement, and nothing in this Agreement shall impute or transfer any such responsibility from one Party to the other Party. Each Party is responsible for paying its own costs and attorney's fees that arise from defending any claims arising out of or in connection with this Agreement. In no event shall any Party to this Agreement be liable to the other Party for indirect, consequential, incidental, special, or punitive damages, including, but not limited to, lost profits, lost income, or loss of use.

**Section 11 - Miscellaneous Terms & Conditions**

11.1 Entire Agreement: This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.

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11.2 Governing Law and Disputes: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.

11.3 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.

11.4 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.

11.5 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 in full force and effect.

**Exhibit A**

Services may include, but not limited to, the following:

1. Provide routine maintenance services to include changing lights, painting, repairing office furniture and other day-to-day services. Be available for on-call maintenance issues.
2. Assist the DCBDD with contractors to understand how systems operate and service requirements and accept manuals, warranties and maintenance schedules. Keep all plans current and accurate. Assist the DCBDD to set up an annual service plan and maintenance contracts for certain services. These services include, but are not limited to, the following:
  - Heating and ventilation, including automated controls Fire systems, including sprinkler and alarm systems Retention pond fountains and maintenance Emergency light testing
  - Electric backup generators
  - Elevator service and state inspections
  - Make modifications to insure handicapped accessibility and installation of adaptive and therapeutic equipment as necessary. Train staff on use of such equipment as necessary.
  - General upkeep of building (painting, wall patching, etc.)
3. Assist the DCBDD to develop specifications, solicit bids and make recommendations for service contracts for janitorial and grounds maintenance contracts.
4. The DCBDD desires to make ongoing improvements inside the building located at 7991 Columbus Pike Lewis Center, Ohio 43035 in an acceptable, allowable, and cost efficient manner to complete facility related projects (the "Improvements"). The Improvements may require a contract for professional design firms and design-build firms. The DCBDD shall enter into, administer, and pay for any necessary contracts for professional design services for the Improvements. The County shall administer the qualifications-based selection process, pursuant to section 153.65, et seq., of the Revised Code and advise the DCBDD regarding the contracts for professional design firms and design-build firms.
5. The DCBDD shall be permitted to enter into, administer, and pay for contracts for supplies and services with qualified firms, partnerships, associations, or corporations through the County's membership in the State of Ohio Cooperative Purchasing Program. The County shall administer the administrative process, pursuant to 125.04 of the Revised Code and advise DCBDD regarding the purchase of supplies and services through the State of Ohio Cooperative Purchasing Program.

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

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**IN THE MATTER OF ACCEPTING THE AWARD OF THE OHIO DEPARTMENT OF REHABILITATION AND CORRECTION SUBSIDY GRANT AGREEMENT FOR COMMUNITY-BASED CORRECTION PROGRAMS NON-RESIDENTIAL FELONY:**

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

WHEREAS, the Delaware County Adult Court Services has applied for and been awarded the Community Based Corrections Program 407 Non-Residential Felony; and

WHEREAS, the Grant will provide funding for two Intensive Supervision Officers, two Pre-Sentence Investigators and one Electronic Monitoring officer; and

WHEREAS, a local match is not required for the Grant; and

WHEREAS, Commissioner Benton, as President of the Board of County Commissioners (the "Board"), is listed as the designated official for Delaware County for the Grant; and

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining Commissioner Benton as the designated official;

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

Section 1. The Board hereby accepts the award of the Grant as follows:

Grant #	407
Source:	Ohio Department of Rehabilitation and Correction
Grant Period:	July 1, 2017 to June 30, 2019
Federal Grant Amount:	\$217,171.00
	\$ 48,000.00
	\$152,000.00
Local Match:	<u>0.00</u>
Total Grant Amount:	\$417,171.00

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

Section 3. When reports or administrative documents require execution by the designated official, a copy of the report or documents shall be provided to the Clerk of the Board, along with a copy of this Resolution.

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

**11**  
**RESOLUTION NO. 17-735**

**IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH LTC CUSTOM CARPENTRY FOR REMODELING WORK IN THE CONCENTRATOR BUILDING AT THE OLENTANGY ENVIRONMENTAL CONTROL CENTER:**

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

Whereas, the Sanitary Engineer recommends approval of an agreement with LTC Custom Carpentry to perform the work;

Therefore, be it resolved that the Board of Commissioners of Delaware County, Ohio, execute the following agreement with LTC Custom Carpentry:

Furthermore, be it resolved that the Board of Commissioners of Delaware County, Ohio, approve a purchase order to LTC Custom Carpentry in the amount of \$22,000.00 from org key 66211901-5401.

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

This Agreement is made and entered into this 13th 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 LTC Custom Carpentry, 1627 Lawrence Road, Delaware, Ohio 43015 ("Contractor"), hereinafter collectively referred to as the "Parties."

**1            SERVICES PROVIDED BY CONTRACTOR**

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- 1.1 The Contractor will provide "Services" in connection with the following "Project":  
*See Exhibit "A". The service will be to provide remodel work in the Concentrator Building at OECC.*
- 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": Proposal for Olentangy Environmental Control Center. Date 6/2/17*

**2 SUPERVISION OF WORK**

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer ("Sanitary Engineer") as the Project Manager and agent of the County for this Agreement.
- 2.2 The Sanitary Engineer shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

**3 AGREEMENT AND MODIFICATIONS**

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the Project, and may only be modified or amended in writing with the mutual consent and agreement of the parties.

**4 FEES AND REIMBURSABLE EXPENSES**

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with Exhibit A.
- 4.2 For all services described in Exhibit A, except "If Authorized" tasks, the lump sum fee shall be \$16,500.00.
- 4.3 For all "If Authorized" tasks, the fee for each authorized task shall be the lump sum specified in Exhibit A for said task. "If Authorized" tasks shall only be performed upon written Notice by the Sanitary Engineer. The total fee for all "If Authorized" tasks shall not exceed \$5,500.00.
- 4.4 Total compensation under this Agreement shall not exceed \$22,000.00 without subsequent modification.
- 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 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: Delaware County Regional Sewer District

Name: Cory Smith  
Address: 10333 Olentangy Environmental Control Center  
Telephone: 740-833-2228  
Email: csmith@co.delaware.oh.us

Contractor: LTC Custom Carpentry

Name of Principal in Charge: Andy Tranel  
Address of Firm: 1627 Lawrence Road  
City, State, Zip: Delaware, OH. 43015  
Telephone: 740-272-7227  
Email: ajtranel@gmail.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 Exhibit A.



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

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

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

7.1 The Contractor shall commence Services upon written Notice to Proceed ("Authorization") by the Sanitary Engineer and shall complete the Services in accordance with 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 Work as contemplated at the time of executing this Agreement.

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

**12 INDEMNIFICATION**

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

**13 INSURANCE**

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



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- 13.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 13.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

**14 MISCELLANEOUS TERMS AND CONDITIONS**

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

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for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

- 14.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

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

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

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

“EXHIBIT A”

LTC Custom Carpentry  
 740-417-4950

Proposal submitted to Olentangy Environmental Control Center  
 Name: Cory Smith  
 Address: 10333 Olentangy River Rd, Powell,  
 Date: 6-2-17

We hereby submit estimate and specification for Remodel of Concentrator Building at OECC

**Scope of work**

- 2 – offices - \$16,500.00
- Remove and dispose of existing flooring.
- Do floor prep as needed.
- Install new Commercial Vinyl flooring and cove base.
- Hang and finish drywall as needed.
- Paint walls.

**Lower office.**

- Install new base cabinets and countertop, approx 7’ lin ft.
- Frame in new window opening and install new window, trim interior and exterior as needed.

Paint walls in main storage area - \$5,500.00

We hereby purpose to furnish labor and materials-complete in accordance with the above specifications for the

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sum of: \$  
With payment to be made as follows:  
50% down \$  
50% upon completion \$

All materials are guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs will become an extra charge over and above the estimate. All agreements are contingent on delays beyond our control.

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

**12  
RESOLUTION NO. 17-736**

**IN THE MATTER OF APPROVING A FACILITY ENCROACHMENT AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND CSX TRANSPORTATION, INC. FOR THE LIBERTY SAWMILL SANITARY SEWER EXTENSION PROJECT:**

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

WHEREAS, on April 20, 2017, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 17-402, approving a facility encroachment agreement between the Board and CSX Transportation for the Liberty Sawmill Sanitary Sewer Extension Project; and

WHEREAS, the agreement approved in Resolution No. 17-402 has not been formally executed and required modifications; and

WHEREAS, the Sanitary Engineer recommends rescinding Resolution No. 17-402 and approving the modified version of the Agreement;

NOW, THEREFORE, BE IT RESOLVED that that the Board hereby rescinds Resolution No. 17-402 and approves the following Agreement with CSX Transportation, Inc. for the Liberty Sawmill Sanitary Sewer Extension Project.

(Copy of agreement 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            Aye

**13  
RESOLUTION NO. 17-737**

**IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ARCADIS U.S., INC. FOR ENGINEERING AND DESIGN SERVICES FOR CONCRETE AND PAVEMENT REPAIRS AT THE DELAWARE COUNTY SOLID WASTE TRANSFER STATION:**

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

Whereas, the Sanitary Engineer recommends approval of an agreement with Arcadis U.S., Inc. to perform the work;

Therefore, be it resolved that the Board of Commissioners of Delaware County, Ohio, execute the following agreement with Arcadis U.S., Inc.

**PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this 13th 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 Arcadis U.S., Inc. 100 E. Campus View, Suite 200 Columbus, OH 43235-1447 (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

**1 SERVICES PROVIDED BY CONSULTANT**

- 1.1 The Consultant will provide “Services” in connection with the following “Project”:  
Provide engineering and design services for repairing concrete and pavement at the Delaware County Solid Waste Transfer station located at 888 US-42, Delaware, OH 43015.
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.

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- 1.3 Services shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:  
See Schedule "A" Scope of Service and Compensation Schedule, Dated 6/26/2017

**2 SUPERVISION OF WORK**

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer ("Sanitary Engineer") as the Project Manager and agent of the County for this Agreement.
- 2.2 The Sanitary Engineer or his designee 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 Consultant, shall supersede all prior understandings and agreements relating to the Project, and may only be modified or amended in writing with the mutual consent and agreement of the parties.

**4 FEES AND REIMBURSABLE EXPENSES**

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.3 and as follows:
- 4.2 Total compensation under this Agreement shall not exceed \$47,497.00 without subsequent modification.
- 4.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

**5 NOTICES**

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

Sanitary Engineer:

Name: Delaware County Sanitary Engineer's Office  
Attn: Nathan Givens  
Address: 50 Channing Street, Delaware, Ohio 43015  
Telephone: 740-833-2240  
Email: ngivens@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Matt Palte  
Address of Firm: 100 E. Campus View, Suite 200  
City, State, Zip: Columbus, Ohio 43235  
Telephone: 614-985-9275  
Email: Matt.Palte@arcadis.com

**6 PAYMENT**

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the Sanitary Engineer and on the calculated percentage of work performed to date in accordance with the Consultant's Price Proposal.
- 6.2 Invoices shall be submitted to the Project Manager by the Consultant 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 Consultant shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

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

- 7.1 The Consultant shall commence Work upon written Notice to Proceed ("Authorization") of the Sanitary Engineer and shall complete the work no later than 6/1/2017.
- 7.2 Consultant shall not proceed with any "If Authorized" tasks without written Authorization.

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- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant 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 Consultant shall immediately suspend or terminate Work, as ordered by the County.
- 8.2 In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

**9 CHANGE/ADDITIONS IN SCOPE OF SERVICES**

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

For services in addition to those included in Section 1 as authorized or "if authorized", a scope and fee shall be negotiated and agreed to by both parties prior to performance of the services. This agreement shall be modified or amended in writing with the mutual consent and agreement of the parties prior to performance of the additional services.

**10 OWNERSHIP**

- 10.1 Upon completion or termination of the Agreement, the Consultant 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 CONSULTANT STAFF; ASSIGNMENT**

- 11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or sub-consultants assigned to the Work as contemplated at the time of executing this Agreement.
- 11.2 The Consultant 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 Consultant 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 Consultant, 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: Consultant 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: Consultant 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: Consultant 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 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years

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following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.

- 13.5 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. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, 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. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.
- 14 MISCELLANEOUS TERMS AND CONDITIONS**
- 14.1 Prohibited Interests: Consultant 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. Consultant 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 Consultant 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. Consultant also agrees that, as an independent contractor, Consultant 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. **Consultant 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: Consultant 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 Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are

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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 Consultant 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 Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 **Non-Discrimination/Equal Opportunity:** Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant 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.

Consultant 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.

**Schedule A  
Project Scope and Compensation for the Transfer Station Repairs  
6/26/2017**

This Agreement outlines the basic services to be performed by ARCADIS for the structural repairs at the Delaware County Transfer Station:

1. Project Management and Coordination.
  - a. Project Management
  - b. Kickoff Meeting
    - i. Prepare agenda and meeting minutes
  - c. Preliminary Design Review Meeting
    - i. Prepare agenda and meeting minutes
2. Preliminary Design
  - a. Review existing drawings
  - b. Develop details to repair edge of tip floor at chute
    - i. Develop two preliminary details/sketches
      1. Detail 1 - concrete repair detail
      2. Detail 2 - repair detail with an embedded plate
    - ii. Develop Construction Cost Estimate for both repair options
  - c. Develop repair option to provide slope to slab in truck loading area
    - i. Develop preliminary plan
    - ii. Develop preliminary slab and trench details
    - iii. Develop Construction Cost Estimate
  - d. Develop detail to repair opening at truck loading area
    - i. Develop preliminary detail to remove damaged siding up to grit and provide flap to opening
    - ii. Develop Construction Cost Estimate



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- e. Develop pavement repair plan
  - i. Develop preliminary plan to repave the entrance driveway down to and include the lower paved and graveled area. Repave plan shall include comparison between roller compacted concrete and asphalt pavement.
  - ii. Develop Construction Cost Estimate for each option.
- 3. Final Design
  - a. 90% Design Submittal
    - i. Drawings to include plans and details for:
      - 1. Tip floor repair
      - 2. Truck loading area repair
      - 3. Opening repair
      - 4. Pavement repair (site plan and sections)
      - 5. Construction phasing/sequencing requirements
    - ii. Technical Specifications
    - iii. Construction Cost Estimate
  - b. 100% Design Submittal
    - i. Drawings
    - ii. Technical Specifications
    - iii. Front End Specifications (Div 0 and Div 1) (optional service)
    - iv. Final Construction Cost Estimate
- 4. Bid Services
  - a. Review and provide response to bid questions
- 5. Construction Services (optional services)
  - a. Review submittals

**Agreement Notes:**

1. Except for the obligation to make payment for Services performed pursuant to this Agreement, any delay in or failure of performance by either party to this Agreement, shall not constitute a default under this Agreement nor give rise to any claim for damage, cost, or expense, if and to the extent such delay or failure is caused by an occurrence beyond the control of the delayed or non-performing party. Notwithstanding the foregoing, a party which is delayed in or prevented from performing for any such reason, shall promptly notify the other party in writing of the reason for the non-performance and the anticipated extent of any delay or non-performance, and shall take reasonable steps to minimize the adverse impact of the delay or non-performance.
2. The Parties waive incidental, indirect, or consequential damages, loss of revenues or profits from claims, disputes or other matters in question arising out of or relating to this Agreement or any Release, whether such claims arise from negligence, breach of contract, or strict liability. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination. This disclaimer and exclusion shall apply even if the express warranty set forth herein fails in its essential purpose.
3. All documents provided by Arcadis pursuant to this agreement are instruments of service of Arcadis, and Arcadis shall retain an ownership and property interest therein (including the right of reuse) until Client has made full payment to Arcadis for such documents pursuant to this Agreement. All documents generated by Arcadis pursuant to this Agreement are not intended or represented to be suitable for reuse by Client or others on any other project, or other purposes other than that for which the same were created Client agrees not to reuse said reports or materials on any other project, or for any other purpose other than that for which they were created, without the prior written consent of Arcadis. Reuse of said reports or other material by Client for any other purpose or on other projects without written permission or adaptation by Arcadis for the specific purposed then intended shall be at the Client's and user's sole risk, without liability on Arcadis' part.
4. Arcadis shall be entitled to rely on all materials and project data provided by the County or its representatives.

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

**14**

**RESOLUTION NO. 17-738**

**IN THE MATTER OF ACCEPTING A PERMANENT SANITARY EASEMENT FROM JOHN W. HILL, JR., TRUSTEE OF THE KSM INTER VIVOS REVOCABLE TRUST AGREEMENT DATED AUGUST 8, 1998:**

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

WHEREAS, a permanent sanitary easement is required from John W. Hill, Jr., Trustee of the KSM Inter Vivos Revocable Trust Agreement dated August 8, 1998, in conjunction with a lot split on parcel 517-100-01-084-

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002 as detailed on Exhibit A; and

WHEREAS, John W. Hill, Jr., 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 John W. Hill, Jr.

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

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

**15**

**RESOLUTION NO. 17-739**

**IN THE MATTER OF ACCEPTING A PERMANENT SANITARY EASEMENT FROM THE BOARD OF TOWNSHIP TRUSTEES OF ORANGE TOWNSHIP:**

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

WHEREAS, a permanent sanitary easement (0.327 acres as described in Exhibit A) is required from the Board of Township Trustees of Orange Township in conjunction with the North Road Park Sanitary Sewer Extension Project; and

WHEREAS, the Board of Township Trustees of Orange Township is granting the aforementioned easement to the County as shown on the attached Exhibit;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby accepts the permanent sanitary easement from the Board of Township Trustees of Orange Township.

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

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

**16**

**RESOLUTION NO. 17-740**

**IN THE MATTER OF ACCEPTING A PERMANENT SANITARY EASEMENT FROM RICHARD R. & CHRISTINA L. LEHNER:**

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

WHEREAS, a permanent sanitary easement is required from Richard R. & Christina L. Lehner, in conjunction with a lot split on parcels 519-410-02-005-002, 519-410-02-005-000, and 519-410-02-005-001 as detailed on Exhibit A; and

WHEREAS, Richard R. & Christina L. Lehner, are 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 Richard R. & Christina L. Lehner.

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

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

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**RESOLUTION NO. 17-741**

**IN THE MATTER OF APPROVING THE AMENDED AGREEMENT FOR A COUNTYWIDE EMERGENCY MANAGEMENT AGENCY:**

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

**AMENDED AGREEMENT FOR A COUNTYWIDE EMERGENCY MANAGEMENT AGENCY**

This Agreement is made and entered into by and among the participating political subdivisions of Delaware County, Ohio, as set forth in this Agreement, in accordance with section 5502.26 of the Revised Code.

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**RECITALS**

WHEREAS, an agreement establishing a countywide emergency management agency was entered into by and among the Delaware County Board of Commissioners and a majority of the political subdivisions within Delaware County in May 1989; and

WHEREAS, the existing agreement was amended in March 2002; and

WHEREAS, the Director of the Delaware County Office of Homeland Security and Emergency Management (“DCOHSEM”) recommends amending the agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the participating political subdivisions hereby agree that the DCOHSEM is hereby authorized to coordinate emergency management activities within Delaware County, subject to the following:

1. The political subdivisions participating in this Agreement shall be as follows: (1) Delaware County; (2) each township located, in whole or in part, within Delaware County, with the exception of Washington Township; and (3) each municipal corporation located entirely within Delaware County. The Cities of Columbus, Dublin, and Westerville have entered into a countywide agreement with Franklin County and do not participate in this Agreement, except on a mutual aid basis. For purposes of this Agreement, a “township” shall be defined as limited to the unincorporated portion of the township, regardless of whether the borders thereof with any municipal corporation are conformed or non-conformed. The Mutual Aid Agreement for Emergency Management, entered into by and between the Delaware County and Franklin County Boards of Commissioners on or about October 3, 2006, is hereby incorporated into this Agreement. Pursuant to the Mutual Aid Agreement, the participating political subdivisions entering into this Agreement agree to provide mutual aid for emergency management, to the extent practicable, in those areas served by Franklin County Emergency Management and Homeland Security, including, but not limited to, those areas within Delaware County.

2. As provided in section 5502.26 of the Revised Code, the chief executive officer of each participating political subdivision entering into this Agreement shall appoint a representative to the Countywide Advisory Group. The Countywide Advisory Group shall appoint a Countywide Executive Committee and shall advise the Countywide Executive Committee on matters pertaining to countywide emergency management. The DCOHSEM shall implement emergency management in Delaware County through the Countywide Executive Committee in accordance with section 5502.26 of the Revised Code and this Agreement.

3. The Executive Committee shall consist of ten (10) members and shall be appointed as follows:

(1) One County Commissioner as selected by the Board of County Commissioners;

(2) One representative from the City of Delaware and one representative from the City of Powell;

(1) One member representing all of the participating villages. The Village representative shall be selected by a majority vote of the mayors or village councils;

(3) Three township trustees appointed by a majority vote of the Delaware County Township Trustees Association from among the townships participating in this Agreement;

(1) One Sheriff’s Office Representative;

(1) One Fire Chief selected by a majority vote of the Fire Chief’s Association of Delaware County; and

(1) One Non-Voting Emergency Management Personnel.

4. The Executive Committee shall appoint a director/coordinator of Emergency Management. The director/coordinator shall be responsible for coordinating, organizing, administering, and operating the DCOHSEM, pursuant to the duties imposed upon him/her by sections 5502.21 through 5502.51 of the Revised Code, the DCOHSEM’s program, and subject to the direction and control of the Executive Committee. The director/coordinator shall serve at the pleasure of the Executive Committee. The director/coordinator shall pursue a professional development training program in accordance with rules adopted under section 5502.25 of the Revised Code. The director/coordinator of the DCOHSEM may be an official or employee of any political subdivision entering into the countywide agreement, except that the director/coordinator shall not be the chief executive of any such political subdivision. The director/coordinator of the DCOHSEM shall serve only in the function as appointed by the Executive Committee.

5. The DCOHSEM shall establish a program for emergency management that: (1) is in accordance with sections 5502.21 to 5502.51 of the Revised Code, rules adopted under those sections, local ordinances pertaining to emergency management, the “Robert T. Stafford Disaster Relief and Emergency Assistance Act,” 88 Stat. 143, 42 U.S.C. 5121, et. seq., as amended, and all applicable rules and regulations adopted under that act; (2) includes, without limitation, development of an all-hazards emergency operations plan that has been coordinated with all agencies, boards, and divisions having emergency management functions within the county; (3) includes the preparation and conduct of an annual exercise of the county’s all-hazards emergency operations plan; and (4) is applicable to all political subdivisions entering into the countywide agreement.

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6. The DCOHSEM shall be considered a separate county board and shall receive services in the same manner as other county agencies. All employees of DCOHSEM shall be employees of Delaware County under the appointing authority of the Executive Committee.

7. Each participating political subdivision's share of the expenses of coordinating the emergency management activities within Delaware County shall be paid into a separate distinct fund known as the "Delaware County EMA Fund" by the participating political subdivisions and shall be apportioned on the following basis:

a. The Board of County Commissioners shall contribute office space, utilities and one-third (1/3) of the local annual emergency management funding as approved by the Executive Committee for the annual budget.

b. The remaining two-thirds (2/3) of the local annual emergency management funding shall be provided by the cities, townships and villages based on each jurisdiction's percentage of the overall population for Delaware County (except for the cities of Columbus, Dublin and Westerville). The municipalities of Columbus, Dublin and Westerville shall not be included in the calculations under Section Seven, as they are covered by Franklin County Emergency Management and Homeland Security. The residential population figures shall be the Delaware County Regional Planning Committee's annual census estimates for the preceding year. Population percentages will only be taken to the second decimal place, rounding up the final digit.

8. Each participating political subdivision agrees to pay into the Delaware County EMA Fund, promptly upon invoice, the amount assessed against it for its allocated share of the budget needed for the operation of countywide emergency management, and for any services performed pursuant to this Agreement.

9. The director/coordinator of the DCOHSEM shall prepare a budget with the approval of the Executive Committee. The budget shall be appropriated by the Delaware County Board of Commissioners. Funds shall be expended only with the approval of the Executive Committee under such resolutions, rules and regulations as it may provide regarding the budget. The resolutions, rules, and regulations shall be shared with the Delaware County Auditor's Office.

10. The Executive Committee shall provide for coordinated input by Emergency Management Program stakeholders in the preparation, implementation, evaluation, and revision of the Emergency Management Program. The Executive Committee shall adopt rules and approve forms to ensure that the process is properly documented and conducted on an ongoing basis.

11. Grants maintained by the DCOHSEM shall be applied, accepted, and expended only under the authority of the eligible applicant outlined in the applicable grant guidance/document.

12. The participating political subdivisions entering into this Agreement agree to render mutual aid to the DCOHSEM and to each other participating political subdivision through the interchange of personnel, equipment, and supplies as necessary to alleviate the effects of emergency situations.

13. This Agreement shall take effect when a majority of the municipal corporations and political subdivisions of Delaware County have executed this Agreement. Any participating political subdivision entering into this Agreement may terminate its participation in this Agreement upon not less than ninety (90) days written notice to the Executive Committee. Any outstanding financial obligations must be forwarded to DCOHSEM. Non-payment could result in collection of the funds through the Delaware County Auditor by reducing that subdivisions annual settlement. This Agreement shall continue in full force and effect unless a majority of the municipal corporations and political subdivisions within Delaware County cease to be participants in this Agreement. Upon the occurrence of any of the above-mentioned conditions, and after the payment of the obligations set forth in Section 7, this Agreement shall terminate. Each participating political subdivision acknowledges that withdrawing from this countywide agreement will obligate it to form and fund its own emergency management agency in compliance with section 5502.271 of the Ohio Revised Code.

IN WITNESS WHEREOF, the participating political subdivisions enter into this Agreement for a continuing term.

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

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**ADMINISTRATOR REPORTS**

Ferzan Ahmed, County Administrator

-The Child Support Enforcement Agency rated Delaware County as #1 for collections in April, May and June of this year.

-Received notification from the State Public Defenders office that there will be an hourly rate change for capital cases.

-Working with Dawn Huston on creating a new board member packet for boards the commissioners appoint to.

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**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Merrell

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-Attended the Finance Authority meeting on Tuesday. Swore in the newest board members: Scott Cubberly and Jon Bennehoof.  
-There is an opening on the NorthStar New Community Authority board. Contact Jane Hawes for more information.

Commissioner Lewis

-There is a ribbon cutting ceremony for the opening of the Smothers Road Bridge over Hoover Reservoir tomorrow morning.

Commissioner Benton

-Will have a financial reporting meeting this morning.  
-The CAFR is out (Comprehensive Annual Financial Report).  
-The Cleveland Indians were well represented at the All Star Game.

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**RESOLUTION NO. 17-742**

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

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn into Executive Session at 10:21 AM.

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

**RESOLUTION NO. 17-743**

**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 11:12 AM.

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

There being no further business, the meeting adjourned.

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Gary Merrell

\_\_\_\_\_  
Barb Lewis

\_\_\_\_\_  
Jeff Benton