

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 20, 2017**

5**RESOLUTION NO. 17-764****IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Court of Common Pleas is requesting that Erin Rohrer and Aaron Howard attend a Crisis De-Escalation Training in Columbus, OH on July 24, 2017 at the cost of \$140.00 (fund number 25622303).

The Economic Development Department is requesting that Bob Lamb attend the National Association of Counties Annual Conference in Columbus, Ohio from July 21-24 at the cost of \$1,015.00 (21011113).

The Veteran's Services Department is requesting a \$24.76 amendment to Don DeShazo previously approved travel request (4-3-2017) to attend a National Association of County Veterans Services Office Conference.

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

6**RESOLUTION NO. 17-765****IN THE MATTER OF REJECTING ALL PROPOSALS FOR THE PROJECT KNOWN AS THE DELAWARE COUNTY EMS MASTER PLAN AND APPROVING A REVISED REQUEST FOR PROPOSALS:**

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

WHEREAS, on June 8, 2017, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 17-589, approving a request for proposals for Delaware County Emergency Medical Services Master Plan (the "Project"); and

WHEREAS, on June 23, 2017, proposals received for the Project were publicly opened; and

WHEREAS, pursuant to the request for proposals for the Project, the Board reserves the right to reject all proposals;

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

Section 1. The Board hereby rejects all proposals for the Project.

Section 2. The Board hereby approves the revised Request for Proposals for the Project and directs the Chief of Delaware County Emergency Medical Services to advertise for and receive proposals on behalf of the Board in accordance with the following:

The Delaware County Commissioners are seeking competitive sealed proposals from contractors for the development of a master plan for Delaware County Emergency Medical Services. Proposals will be received at the Delaware County Commissioners' Office, 101 North Sandusky Street, Delaware, Ohio 43015, until **4:00 p.m. on August 18, 2017**. At that time, proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of offerors will be read aloud. One (1) original and five (5) copies are to be included. Submittals pursuant to this request will not be received after the hour and date stated above.

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

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

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

7**RESOLUTION NO. 17-766**

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 20, 2017**

IN THE MATTER OF AWARDING THE BID TO ELECTRONIC SPECIALTY COMPANY FOR COURT FACILITY INTEGRATED AUDIO VISUAL AND DIGITAL COURT REPORTING SYSTEMS FOR DELAWARE COUNTY:

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

WHEREAS, Delaware County received bids for an Audio Visual and Digital Court Reporting System Contract for the Delaware County Judicial Building on July 6, 2017, and;

WHEREAS, after carefully reviewing the bid received, the bid submitted by Electronic Specialty Company has been determined to be the lowest, best bid.

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, award the bid to Electronic Specialty Company for Court Facility Integrated Audio and Digital Court Reporting Systems for Delaware County.

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

**8
RESOLUTION NO. 17-767**

IN THE MATTER OF APPROVING CHANGE ORDER 010 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 Mrs. Lewis to approve the following:

Whereas, the Manager of Facilities recommends approval of change order 010;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the change order 010 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) | \$ 39,393,487.00 | |
| Current Contract Cost (net change by Change Orders) | \$ 39,164,356.61 | |
| Change Order #10 Summary | | |
| Item #1 - Change Order Request #52 - Cost to thicken wall to enclose columns on level 300 and 400. Drawings didn't account for the thickness of fireproofing added to columns. This item required reworking of walls. | \$6,051.62 | (Design Error – Architect will pay this cost, credit on next invoice) |
| Item #2 - Change Order Request #78 - Additional cost to locate 2 condensers further away and free an additional parking space. Units were shown wall mounted on the north side of staff stairs 3. This would encroach on a parking spot. The units were mounted stacked on the west side of SS3 as not to interfere with the parking spot. Cost is not rework as the units were not installed prior to change. | \$3,673.37 | (Omission/Compensable change) |
| Item #3 - Change Order Request #79 - Cost to relocate Linear HVAC Devices L500 North Hallway. There is a drywall soffit and ceiling at the corner of the north and east public hallways that was lowered during the above ceiling mechanical coordination. The linear HVAC devices in the north hallway are located high on the wall but had to be moved to ceiling in at the east end of the hallway. | \$2,161.00 | (Design Error – Architect will pay this cost, credit on next invoice) |
| Item #4 - Change Order Request #81 - Additional cost to add a wall heater at the level 100 screening area that was not shown on mechanical drawings. Mechanical subcontractor only priced 1 heater based off the mechanical drawings which only showed 1 heater. Coordination with the architectural drawing was missed as there are 2 work spaces at the entry requiring the 2 heaters. No rework. | \$1,138.68 | (Omission/Compensable change. Information Omitted on the drawings) |
| Item #5 - Change Order Request #89 - Cost to rework column enclosure and soffit at L300 Clerk of Courts lobby to conceal baseplates on column that extended out past the original column enclosure into the public | \$1,178.52 | (Design Error – Architect will pay this cost, credit on next invoice) |
| Item #6 - Change Order Request #91 - Additional cost to install wood blocking for mounting of 6 exterior louvers on north side of building. The details required for mounting the louvers were not shown on drawings. | \$2,013.72 | (Omission/Compensable change. Information Omitted on the drawings) |
| Item #7 - Change Order Request #92 - Additional cost to thicken the wall to encase plumbing pipe in rooms 431 & 434. Architectural drawings didn't show the 4" pipe and in wall which requires additional wall thickness to run. Not rework. | \$1,856.82 | (Omission/Compensable change. Information Omitted on the drawings) |

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| Item #8 - Change Order Request #93 - Additional cost to thicken the wall to encase column in room 428 & 515. Drawings didn't account for the thickness of fireproofing added to columns. Not rework. | \$715.50 | (Omission/Compensable change. Information Omitted on the drawings) |
| Item #9 - Change Order Request #94 - Additional cost to install wood blocking for window at North elevation between stair PS1 and projected wall. The details for mounting window jamb in corner not shown. | \$244.29 | (Omission/Compensable change. Information Omitted on the drawings) |
| Item #10 - Change Order Request #96 - Additional cost to increase the metal stud gauge from 20 to 16 and the spacing of wall framing on north wall of Public Stair 2 (PS2 - main public stairs). The wall was called out to be a 6" wall with the east end of the wall extends past the floor slab on all levels (roughly 5' of wall). If constructed per the drawings the east end would end up sitting on the horizontal tube steel in the PS2 stair shaft by roughly 1" +/- on levels 200 through 500. Contractor suggested changing the studs to 3-5/8" studs to clear tube steel but increase the gauge and spacing on account of the weight of the cement board and wall tile. Structural Engineer approved this change with additional instructions. No | \$3,441.76 | (Omission/Compensable change. Information Omitted on the drawings) |

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| Item #11 - Change Order Request #97 - Additional cost to install drywall soffit in L400 Courtroom at a lower elevation to cover the steel beam framing. With the size of the structural beam the bottom flange extended beyond the wall plain in the courtroom, it is above the ceiling outside of the courtroom. The drywall soffit was installed at a lower height and this created a larger soffit. No rework. | \$1,466.45 | (Omission/Compensable change. Information Omitted on the drawings) |
| Item #12 - Change Order Request #98 - Additional cost to add joint sealant to fill in air gaps at bottom of steel angle that supported the curtain wall frame and glazing on north and east elevations. This detail was not shown on drawings where the windows meets the level 400 floor. | \$1,839.34 | (Omission/Compensable change. Information Omitted on the drawings) |
| Item #13 - Change Order Request #99 - Cost to buy new door and frame to fit rough opening in concrete for the door from main lobby into security office. Door specified was too large. | \$1,152.27 | (Design Error – Architect will pay this cost, credit on next invoice) |
| Item #14 - Change Order Request #101 - Cost to replace door and frame #100 from main lobby into parking area. Wrong hardware set specified, not electrified for the access control on the door. | \$4,554.13 | (Design Error – Architect will pay this cost, credit on next invoice) |
| Item #15 - Change Order Request #102 - Additional cost to add concrete block backup and rebar to reinforce pier at L300 parking deck entry. Details of installation not shown on drawings. | \$1,138.77 | (Omission/Compensable change. Information Omitted on the drawings) |
| Item #16 - Change Order Request #112 - Additional cost to add fire damper control to RTU (HVAC Roof Top Units). Dampers shown on mechanical but not shown on electrical drawings for the control of dampers. | \$5,289.24 | (Omission/Compensable change. Information Omitted on the drawings) |
| Item #17 - Change Order Request #113 - Additional cost to add an exhaust fan and exterior fresh air louver in the mechanical penthouse to exhaust heat from mechanical equipment. Was not included in original mechanical drawings. | \$18,800.75 | (Omission/Compensable change. Information Omitted on the drawings) |
| Item #19 - Change Order Request #116 - A credit to delete the 3 exterior wall mock-ups not performed. | (\$10,238.32) | (Credit/Value Engineering) |
| Total Add Amount for Change Order #10 | \$46,837.84 | |
| New Contract Sum including this Change Order: | \$ 39,211,194.45 | |
| <i>Notes:</i> | | |
| <i>Errors or corrective work is covered by contractor and/or architect.</i> | \$15,097.54 | <i>Amount to be credited on next invoice.</i> |
| | \$17,456.15 | <i>Amount previously approved.</i> |
| | \$32,553.69 | <i>Total including this CO</i> |

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Change Order

| | | |
|---|--|---|
| PROJECT (Name and address): Delaware County Board of Commissioners 101 North Sandusky Street Delaware, Ohio 43051-1732 Telephone Number 740.833.2104 | CHANGE ORDER NUMBER: 010 DATE: 7-18-2017 | OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/> |
| TO CONTRACTOR (Name and address): Lend Lease 92 N. Sandusky St. Suite 200 Delaware, OH 43051 | ARCHITECT'S PROJECT NUMBER: CONTRACT DATE: CONTRACT FOR: 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 | \$ 39,018,715.61 |
| The Contract Sum prior to this Change Order was | \$ 39,164,356.61 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ 46,837.84 |
| The new Contract Sum including this Change Order will be *** | \$ 39,211,194.45 |

The Contract Time will be increased by Zero (0) 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> ARCHITECT (Firm name) 405 Capitol Street, Upper Atrium, Charleston, WV 25301 ADDRESS  BY (Signature) Sean G. Simon, AIA (Typed name) 7/18/2017 DATE | <u>Lend Lease</u> CONTRACTOR (Firm name) 92 N. Sandusky St., Suite 200, Delaware, OH 43051 ADDRESS  BY (Signature) Gary R. Rutledge (Typed name) 07/19/2017 DATE | <u>Delaware County Board of Commissioners</u> OWNER (Firm name) 101 North Sandusky Street, Delaware OH 43051-1732 ADDRESS BY (Signature) (Typed name) DATE |
|--|---|---|

***Notwithstanding anything to the contrary contained in the Contract Documents, this Change Order reflects the current price agreed upon by the parties with respect to this Change Order excluding any potential schedule impacts as well as any additional costs related thereto. Lend Lease reserves its rights to seek additional cost and additional time extensions for schedule impacts associated with this Change Order, as well as and including any and all previous Change Orders.

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

9
RESOLUTION NO. 17-768

IN THE MATTER OF APPROVING AN ENGAGEMENT LETTER TO DESIGNATE JONATHAN DOWNES AND ZASHIN AND RICH CO. L.P.A. AS THE DELAWARE COUNTY BOARD OF COMMISSIONERS' EMPLOYER REPRESENTATIVE PURSUANT TO R.C. 4117.04 FOR THE PURPOSES OF NEGOTIATING BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS' AND THE IAEP LOCAL R-7-11, NAGE-SEIU:

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

The Assistant County Administrator/ Director of Administrative Services recommends approval of the engagement letter To Designate Jonathan Downes And Zashin And Rich Co. L.P.A. As The Delaware County Board Of Commissioners' Employer Representative Pursuant To R.C. 4117.04 for the purpose of negotiating the collective bargaining agreement between the Delaware County Board of Commissioners and the IAEP Local R-7, NAGE-SEIU.;

Therefore Be It Resolved, that the Board of Commissioners approve the engagement letter To Designate Jonathan Downes And Zashin And Rich Co. L.P.A. As The Delaware County Board Of Commissioners' Employer Representative Pursuant To R.C. 4117.04 for purposes of negotiating the agreement between Delaware County Board of Commissioners and the IAEP Local R-7, NAGE-SEIU:

June 20, 2017
Delaware County Board of County Commissioners Attn:
Dawn Huston, Assistant County Administrator

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 20, 2017**

101 North Sandusky Street
Delaware, OH 43015-1732
RE: Delaware County Commissioners

Dear Dawn:

We are pleased for the opportunity to represent the Delaware County Board of County Commissioners' interests in the union contract negotiations for the Delaware County Emergency Medical Services and Delaware County and as may otherwise be directed by the County.

The terms of this engagement letter and the attached Standard Terms of Engagement will govern our representation. Absent an express written agreement to the contrary, the terms of our engagement set forth in this letter and the Standard Terms of Engagement will apply to matters which you request our Firm to undertake.

Our fees are based on the time devoted by each attorney, law clerk, paralegal, and other legal assistants at their respective hourly rates in effect at the time the services are performed. Pursuant to our agreement, Zashin & Rich will bill for attorneys at the hourly rate of \$195 and paralegals, clerks, and other legal assistants at the reduced hourly rate of \$125. These rates will be effective until December 31, 2017.

In addition to our fees, we include payments for disbursements and other charges incurred in performing services as more particularly described in the Standard Terms of Engagement. Fees, disbursements, and other charges will be billed monthly.

Please review the terms of this engagement letter carefully, as well as the terms set forth in the Standard Terms of Engagement. If you have any questions, please contact us.

On behalf of Zashin & Rich Co., LP.A., I thank you for the privilege of representing the County and look forward to serving your interests. Very truly yours, ZASHIN & RICH CO., LP.A.

STANDARD TERMS OF ENGAGEMENT

This is a supplement to our engagement letter dated June 20, 2017. The purpose of this document is to set out additional terms of our agreement to provide legal services. Because these additional terms of engagement are a part of our agreement to provide legal services, you should review them carefully and should promptly communicate to us any questions concerning this document. We suggest that you retain this statement of additional terms along with our engagement letter for your records.

Scope of Representation

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of the representation, or any other legal matters, are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed. In retaining us, you recognize that all legal matters involve risks. We cannot and have not made any promises or guarantees to you about the outcome of the representation, and nothing in these terms of engagement shall be construed as such a promise or guarantee.

Upon accepting this engagement on your behalf, we agree to do the following: 1) provide legal counsel in accordance with these terms of engagement in reliance upon information and guidance provided by you; and 2) keep you reasonably informed about the status and progress of the matters we are handling for you.

To enable us to provide effective representation, you agree to do the following: 1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request; 2) keep us apprised on a timely basis of all developments relating to the matters we are handling for you that are or might be material; 3) attend meetings, conferences, and other proceedings when it is reasonable for you to do so, and where it may be required by a court or other tribunal; and 4) otherwise cooperate fully with us.

It is our policy that the person or entity that we represent is the person or entity that is identified in our engagement letter and does not include any affiliates of such person or entity (i.e., if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders, or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association). Accordingly, for conflict of interest purposes, we may represent another client with interests adverse to any such affiliate without obtaining your consent.

It is our further policy that our representation is limited to performance of the services described in the engagement letter and does not include representation of you or your interests in any other matter.

After the completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. We always strive to keep our clients updated on matters on which we have been retained. However, unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, the firm has no continuing obligation to advise you with respect to future legal developments.

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
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If, during the course of our engagement, we send you a letter or other written communication advising you about a Federal tax issue, you may notice a statement toward the end saying that our advice may not be relied upon for the purpose of avoiding penalties that may be imposed. (That legend will appear on every e-mail or fax that we send even if there is no tax issue involved.) This does not mean that we have not carefully considered the advice we sent to you. Rather, is intended to enable us to render that advice in a cost efficient manner. Rules recently adopted by the Treasury Department require that in the absence of such a legend, any tax advice must be given only in a full-blown, formal legal opinion. Like all law firms, if we were to issue a formal opinion, we would need to follow certain prescribed procedures. In most cases, the cost to our clients would exceed the value received if we were to follow those procedures. In any case where we think that a formal opinion may be appropriate, we will discuss the matter with you.

When We Bill

We will send you a bill each month for the services performed during the previous month. This bill will also include out-of-pocket expenses. These are described below.

We want our clients to be satisfied with both the quality and cost of our services. We therefore encourage our clients to discuss with us any questions relating to fees for our services. We will make every effort to provide you with bills in a format that meets your needs.

How Fees Will Be Set

We will keep accurate records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, travel on your behalf, and other related matters. We record our time in units of one tenth of any hour.

The hourly rates of our lawyers are adjusted annually to reflect current levels of legal experience, changes in overhead costs, and other factors. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, we will furnish such an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed-fee quotation.

Retainers

If we have agreed to a retainer, it is further agreed that we have a security interest in that deposit. Retainers are usually considered to be unearned advances. They are placed into trust accounts, usually placed in pooled interest-bearing trust accounts governed by rules adopted by the bar associations in the jurisdictions in which we practice. All accruing interest is paid to a charitable fund established by those bar associations. The need to replenish the retainer is a condition of our continued work and is set forth in the Engagement Letter itself.

Disbursements and Other Charges

In addition to our fees, we will be entitled to payment or reimbursement for disbursements and other charges incurred in performing services such as photocopying, messenger and delivery, overnight delivery and air freight, computerized research, videotape recording, travel (including mileage, parking, air fare, lodging, meals, and ground transportation), long distance telephone, telecopying, word processing in special circumstances, courts costs, and filing fees. To the extent we directly provide any of these services, we reserve the right to adjust the amount we charge at any time or from time to time, and the charge will approximate our cost. Unless special arrangements are made, fees and expenses of consultants and professionals (such as experts, investigators, witnesses, and court reporters) and other large disbursements will not be paid by our firm and will be the responsibility of, and billed directly to, you or you will be asked to advance to us an estimate of those costs.

Payment of Invoices

Our invoices are payable within 30 days of receipt. Any amounts not paid within 30 days will be subject to a late charge at the monthly rate of one-percent (1%). In the event that a bill remains unpaid past the due date, the firm may discontinue services. If we represent you in a pending litigation, we may seek to withdraw as your counsel. Whether or not we elect to discontinue representation, if collection activities become necessary, we will be entitled to seek reasonable attorneys' fees and costs of collection.

Conflicts of Interest

It is unavoidable that from time to time conflicts of interest develop between or among our clients, or between clients, or former clients, and prospective clients we wish to represent. In these situations, we are required, if we are authorized to do so, to disclose the conflicts to our clients, former clients, and prospective clients and consult with them and to obtain the clients' or former clients' consents before we may proceed. We wish to confirm that you agree that you will promptly and in good faith consider our requests for consent.

Termination

You shall have the right at any time to terminate our services and representation upon written notice. Such termination shall not, however, relieve you of the obligation to pay for all services rendered and disbursements and

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other charges made or incurred on your behalf prior to the date of termination.

We reserve the right upon reasonable notice to cease performing work and to withdraw from the representation (a) with your consent, (b) for good cause, or (c) for any other reason permitted or required by law. Good cause may include your failure to honor the terms of the engagement letter, your failure to pay amounts billed in a timely manner, your failure to furnish deposits for fees and costs or to otherwise provide a requested advance for fees and costs, or any fact or circumstance that would in our view, impair an effective attorney-client relationship or would render our continuing representation unlawful, unethical or unreasonably burdensome.

If we elect to do so, you must take all steps necessary to free us of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of withdrawal.

Record Retention

At the conclusion of a matter we often undertake to review the file and discard extra copies of documents. We then send the balance of the file on that matter to an off-site facility for storage at our expense, unless a client requests us to deliver the file to it. To minimize the file storage expense, we reserve the right, subject to your contrary direction, to retain files for only ten years and to destroy all older files to the extent practicable; provided that we use our reasonable efforts to review old files and retain original legal instruments such as notes, leases, mortgages, deeds, stock certificates, marital equitable distribution agreements and other items of obvious value. If you wish to handle the disposition of files in a different manner, please let us know. Otherwise, we will proceed as set forth above.

Communications and Confidentiality

In the course of our representation of you, we have a duty to preserve the confidentiality of our communications with you and other information relating to the representation. However, you and we need to recognize that all means of communication are, to some degree, susceptible to misdirection, delay or interception. E-mail and cellular telephone communications present special risks of inadvertent disclosure. However, because of the countervailing speed, efficiency, and convenience of these methods of communication, we have adopted them as part of the normal course of our operations. Unless you instruct us to the contrary, we will assume that you consent to our use of e-mail and cell phone communications in representing you.

Marketing Matters

Our firm has a public web site that may identify some of our clients and publicly disclosed transactions and other legal matters we have handled. In addition, we develop various marketing, advertising, and informational materials from time to time that contain similar information. You agree that we may publicly identify you as a client of Zashin & Rich Co., L.P.A.

Insurance

You agree to immediately determine whether insurance coverage is or may be available with respect to the subject matter of the engagement and to promptly provide notice to any insurer that may provide coverage. If an insurer pays any portion of our charges, you agree that you will remain responsible for payment of any amounts billed by us but not paid by the insurer, unless we have agreed otherwise in writing.

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

10

RESOLUTION NO. 17-769

IN THE MATTER OF APPROVING A REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR RESIDENTIAL AND NON-RESIDENTIAL INSPECTION SERVICES:

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

WHEREAS, the Supervisor of Code Compliance recommends approval of a request for competitive sealed proposals for residential and non-residential inspection services;

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

Section 1: The Request for Proposals for residential and non-residential inspection services is hereby approved.

Section 2: The Supervisor of Code Compliance is authorized to advertise for and receive proposals on behalf of the Board of Commissioners in accordance with the following Public Notice:

PUBLIC NOTICE

REQUEST FOR PROPOSALS

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 20, 2017

**BOARD OF COMMISSIONERS
DELAWARE COUNTY, OHIO**

The Delaware County Commissioners are seeking competitive sealed proposals from contractors for residential and non-residential, backup building inspection services. The contract period shall be for one (1) year. Proposals will be received at the Delaware County Commissioners’ Office, 101 North Sandusky Street, Delaware, Ohio 43015, until 3:00 p.m. on Friday, August 18th, 2017. At that time, proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of offerors will be read aloud. One (1) original and five (5) copies are to be included. Submittals pursuant to this request will not be received after the hour and date stated above.

The complete Request for Proposals is posted on the internet and may be viewed on Delaware County’s web page at <http://www.co.delaware.oh.us> under the heading Bids and Notices or may be obtained from the Delaware County Code Compliance office, 50 Channing Street, Delaware, Ohio, during normal business hours.

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

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

**11
RESOLUTION NO. 17-770**

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION, TRANSFER OF APPROPRIATION AND TRANSFER OF FUNDS:

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

Supplemental Appropriation

| | | |
|---------------|---|------------|
| 41711436-5410 | Capital Acquisition & Project/Building & Improvements | 250,000.00 |
|---------------|---|------------|

Transfer of Appropriation

| | | |
|---|---|------------|
| From | To | |
| 10011102-5301 | 10011102-5801 | 250,000.00 |
| Commissioner General/Contracted Prof Services | Commissioner General/Misc Cash Transfer | |

Transfer of Funds

| | | |
|---|---|------------|
| From | To | |
| 10011102-5801 | 41711436-4601 | 250,000.00 |
| Commissioner General/Misc Cash Transfer | Capital Acquisition & Project/Interfund Revenue | |

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

**12
ADMINISTRATOR REPORTS**

Ferzan Ahmed, County Administrator
-Bob Lamb and I had a conversation with representatives from Nationwide about the I71 interchange.

**13
COMMISSIONERS’ COMMITTEES REPORTS**

Commissioner Merrell
-Have been receiving many emails from vendors from the NACo Conference. One of them I’ve asked Ferzan to check into as it pertains to closed captioning on our video sessions.

Commissioner Lewis
-NACo starts tomorrow at the Columbus Convention Center. Attended a Columbus Metropolitan luncheon in Columbus as a guest of MORPC.
-The Justice and Public Safety Committee meets tomorrow
-Will be participating in the Stepping Up Panel on Saturday to talk about collaborating with surrounding counties.

Commissioner Benton
-The NACo Conference does run from Friday thru Monday.
-A vendor with online contracts sent an email. Found it an interesting idea
-The Finance and Intergovernmental Affairs committee will meet tomorrow
-The General Session will feature Lou Dobbs and Piper Kerman
-Will be attending the 3rd Thursday luncheon about the State of the Townships featuring: Liberty, Orange and Berkshire Township Administrators

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-Lastly, the British Open started this morning at 1:30 AM local time.

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RESOLUTION NO. 17-771

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

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

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

RESOLUTION NO. 17-772

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 11:37 AM.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners