

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 19, 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. 17-1088**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 16, 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 October 16, 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. 17-1089**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1018:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1018 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
PNC Bank	Procurement Card Environmental Services/ Service and Charges	66211908- 5300	\$ 2,466.00
PNC Bank	Procurement Card Environmental Services/ Service and Charges	66211911- 5300	\$20,305.55

<b>PR Number</b>	<b>Vendor Name</b>	<b>Line Description</b>	<b>Line Account</b>	<b>Amount</b>
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Vote on Motion                      Mrs. Lewis              Aye              Mr. Merrell              Aye              Mr. Benton              Aye

**5  
RESOLUTION NO. 17-1090**

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

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

The Court of Common Pleas is requesting that Laurie Winbigler attend a 2017 Ohio Specialized Docket Conference in Columbus, Ohio from October 23-24, 2017 at the cost of \$75.00 (fund number 25622303).

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

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RESOLUTION NO. 17-1091

IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF'S OFFICE TRANSPORT REPORT FOR THE MONTH OF SEPTEMBER 2017:

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

WHEREAS, section 325.07 of the Revised Code requires the County Sheriff to submit monthly expense reports to the Board of County Commissioners; and

WHEREAS, the Delaware County Sheriff has submitted a monthly report for September 2017;

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

Section 1. The Board hereby accepts and approves the Delaware County Sheriff's Office Transport Report for the month of September 2017.

Section 2. The Board hereby allows the expenses contained in the monthly report.

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

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

7

RESOLUTION NO. 17-1092

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR BOARD OF ELECTIONS:

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

Transfer of Appropriations

From	To	
10016101-5375	10016101-5450	65,000.00
Board of Elections/Election and Settlement Services	Board of Elections/Capital Equipment	

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

8

RESOLUTION NO. 17-1093

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE BOARD OF ELECTIONS:

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 30th, 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 Board of Elections has adopted the procurement card policy 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).

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, authorize the use of the following procurement card 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:	Board of Elections
Office/Department:	Board of Elections
Daily spending per card:	\$5,000
Monthly spending per card:	\$10,000
Single transaction limit:	\$5,000
Daily number of transactions per card:	10
Monthly number of transactions per card:	50
Name on Card:	Anthony Saadey

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Department Coordinator: Brenda Manley

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

**9**

**RESOLUTION NO. 17-1094**

**IN THE MATTER OF ACCEPTING A DONATION MADE TO THE DEPARTMENT OF JOB AND FAMILY SERVICES:**

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

WHEREAS, pursuant to section 9.20 of the Revised Code, the Board may receive by gift, devise, or bequest moneys, lands, or other properties, for their benefit or the benefit of those under their charge; and

WHEREAS, the Liberty Presbyterian Church has donated 100 Thanksgiving food boxes to the Delaware County Department of Job and Family Services to be given to families the agency is working with, including kinship caregivers and foster parents; and

WHEREAS, the value of the Thanksgiving food boxes has been set at \$5,000; and

WHEREAS, the Delaware County Board of Commissioners wishes to formally accept the Thanksgiving food boxes and offer thanks to all involved in this collaborative effort for their generous support of the Delaware County Department of Job and Family Services and the families of Delaware County;

NOW, THEREFORE, BE IT RESOLVED, that the Delaware County Board of Commissioners hereby accepts this donation of \$5,000 in Thanksgiving food boxes to the Delaware County Department of Job and Family Services and thanks the Liberty Presbyterian Church for the thoughtful generosity and commitment to the families of Delaware County.

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

**10**

**RESOLUTION NO. 17-1095**

**IN THE MATTER OF ADOPTING THE STATEMENT OF RATIONALE, APPROVE THE ABOLISHMENT OF POSITIONS AND THE LAYOFF OF EMPLOYEES, AND PROCEEDING WITH THE ABOLISHMENT OF POSITIONS WITHIN THE DEPARTMENT OF JOB & FAMILY SERVICES AND AUTHORIZING THE COUNTY ADMINISTRATOR WITH THE ASSISTANCE OF THE DIRECTOR OF THE DEPARTMENT OF JOB & FAMILY SERVICES TO PROCEED WITH THE ABOLISHMENT AND LAYOFFS:**

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

WHEREAS, the County manages and maintains the Delaware County Department of Job & Family Services and due lack of work, the Board of Commissioners is abolishing the three (3) Employment Counselor positions in the Workforce Development division.

WHEREAS, as a result of the abolishment of the listed positions, a layoff of individuals in the positions stated above and in the Statement of Rationale is necessary and therefore, the individuals are to be laid off effective November 10, 2017.

NOW, THEREFORE be it resolved that the Board of County Commissioners adopt the Statement of Rationale to abolish the positions and also layoff the individuals from the abolished positions effective November 10, 2017, and further authorize the County Administrator and the Director of the Department of Job & Family Services to proceed with the abolishment and layoffs as specified and explained in the Statement of Rationale attached and made a part of this Resolution.

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

**11**

**RESOLUTION NO. 17-1096**

**IN THE MATTER OF APPROVING AMENDMENTS TO THE USE OF THE PROCUREMENT CARD FOR THE SAFETY AND SECURITY DEPARTMENT:**

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.

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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 Board of Commissioners has adopted the procurement card policy 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).

NOW THEREFORE BE IT RESOLVED, that The Board of Commissioners of Delaware County, State of Ohio, authorize the use of the following procurement card 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: Board of Commissioner  
Office/Department: Safety and Security

Daily spending per card: \$ 5,000  
Monthly spending per card: \$10,000  
Single transaction limit: \$ 5,000  
Daily number of transactions per card: 10  
Monthly number of transactions per card: 50

Name on Card: Brian Galligher

Department Coordinator: Sarah Dinovo

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

**12**  
**RESOLUTION NO. 17-1097**

**IN THE MATTER OF APPROVING THE TRANSFER OF APPROPRIATION IN THE DOG AND KENNEL ORGANIZATIONAL KEY:**

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

WHEREAS, the Delaware County Board of Commissioners approved the appropriation of the Org Key 20411305; and

WHEREAS, Dog Warden’s Office requests to transfer appropriations from Materials & Supplies to Service & Charges;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approves the transfer of appropriations:

Org Key 20411305 DOG AND KENNEL  
Request a transfer of appropriation of \$6,500 from 20411305-5201 to 20411305-5342.

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

**13**  
**RESOLUTION NO. 17-1098**

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

It was moved by Mr. Merrell, seconded by Mrs. Lewis 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**

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**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 Monday, November 6, 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                      Mrs. Lewis              Aye              Mr. Benton              Aye              Mr. Merrell              Aye

**14**

**RESOLUTION NO. 17-1099**

**IN THE MATTER OF APPROVING A LEADS (LAW ENFORCEMENT AUTOMATED DATA SYSTEM) INFORMATION EXCHANGE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE CITY OF POWELL:**

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

Whereas, the 911 Communications Director recommends the approval of a LEADS Information Exchange Agreement between the Delaware County Board of Commissioners and the City of Powell;

Therefore Be it Resolved, the Board of Commissioners approves the LEADS Information Exchange Agreement with the City of Powell as follows:

**LEADS Information Exchange Agreement**

This agreement (the "Agreement") is entered into on the 19<sup>th</sup> day of October, 2017 (the "Effective Date") by and between the Delaware County Emergency Communications (the "9-1-1 Center") and the City of Powell Police Department (the "Receiving Party").

**WHEREAS**, the Receiving Party desires to receive from the 9-1-1 Center certain criminal justice information and other information located within the Law Enforcement Automated Data System upon request by the Receiving Party from time to time; and

**WHEREAS**, the 9-1-1 Center desires to provide such information to the Receiving Party pursuant to the terms and conditions set forth in this Agreement.

**NOW THEREFORE** the parties agree to the following:

**Section 1: Definitions**

- a. "Applicable Laws" means all federal, state and local statutes, laws, rules, regulations, ordinances, judicial and court rules, and all operating manuals, policy manuals, user agreements and other published materials related to the access, collection, storage, use, dissemination and release of CJI from LEADS, including, without limitation, Ohio Revised Code Sections 5503.10 and 2913.04(C), Ohio Administrative Code Chapter 4501:2-10, LEADS Operating Manual, LEADS Security Policy, NCIC Operating Manual and LEADS administrative messages, newsletters and training materials, including any and all amendments, modifications, updates or additions to any or all of the foregoing.
- b. "CJA" means a criminal justice agency, as defined in the LEADS Security Policy and the Ohio Administrative Code in effect at the time this agreement is executed.
- c. "CJI" means criminal justice information, as defined in the LEADS Security Policy and the Ohio Administrative Code in effect at the time this agreement is executed.
- d. "LEADS" means the Law Enforcement Automated Data System, which is the statewide computerized network providing data and communications for criminal justice agencies within the State of Ohio administered by the Ohio State Highway Patrol.
- e. "LEADS Operating Manual" means that certain Law Enforcement Automated Data System Operating Manual, as the same may be amended, modified and updated from time to time.
- f. "LEADS Security Policy" means that certain Law Enforcement Automated Data System Security Policy, as the same may be amended, modified and updated from time to time.
- g. "NCIC Operating Manual" means that certain National Crime Information Center Operating Manual, as the same may be amended, modified and updated from time to time.

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**Section 2: Term**

This Agreement shall take immediate effect upon approval by all Parties and shall continue in full force and effect for one (1) year, and it shall automatically renew on a yearly basis. This Agreement may only be amended in writing with the mutual consent and agreement of the Parties. Either party may terminate this Contract at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other.

**Section 3: Purpose**

The 9-1-1 Center agrees to provide to the Receiving Party any CJI and other information from LEADS requested by an authorized agent, employee or representative of the Receiving Party.

**Section 4: Representations and Warranties**

The Receiving Party represents and warrants the following: (a) the Receiving Party is a CJA and is authorized pursuant to all Applicable Laws to receive CJI and other information from LEADS; (b) the Receiving Party is not in violation of any Applicable Laws as of the Effective Date; and (c) the Receiving Party will remain in compliance with all Applicable Laws during the term of this Agreement.

**Section 5: Obligations of the Receiving Party**

The Receiving Party agrees that it will do all of the following:

**Section 5.1: Use of System:** Request, access and use CJI and information obtained from LEADS for official criminal justice purposes only and for no other purposes.

**Section 5.2: Dissemination:** Perform any secondary dissemination of CJI or information obtained from LEADS in accordance with all Applicable Laws.

**Section 5.3: Record Keeping:** Maintain records regarding Receiving Party's use and dissemination of CJI.

**Section 5.4: Training:** Ensure all employees, agents and representatives of Receiving Party having access to CJI and information obtained from LEADS receive proper initial and ongoing training and maintain a record of all such persons receiving training, including the date, time and subject matter of the training.

**Section 5.5: Security:** Limit access to CJI and information obtained from LEADS to authorized employees, agents and representatives of Receiving Party, except in situations where dissemination is permitted or required by Applicable Laws, and destroy all hard copy printouts of CJI and other information obtained from LEADS promptly upon the Receiving Party's reasonable determination that such information is no longer needed by the Receiving Party and in accordance with law and the CJA's record retention schedule.

**Section 6: Auditing**

The 9-1-1 Center and the LEADS staff shall each have access to records as are reasonably necessary and permitted by Applicable Laws to audit all logs and records pertaining to CJI obtained from LEADS to determine whether Receiving Party is operating in compliance with the terms of this Agreement and all Applicable Laws.

**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: Miscellaneous Terms & Conditions**

**Section 8.1 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.

**Section 8.2 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.

**Section 8.3 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.

**Section 8.4 Drafting, Counterparts, and Signatures:** This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary. This Contract may be executed in counterparts. Any person executing this Contract in a representative capacity hereby warrants that he/she has authority to sign this Contract or has been duly authorized by his/her principal to execute this Contract on such principal's behalf and is authorized to bind such principal.

**Section 8.5 Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or

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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.

**Section 8.6 Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.

**Section 8.7 Notices:** Any notices provided regarding this Agreement shall be effective if delivered via hand delivery, USPS, a reputable national overnight courier service, or email to the other party at the address listed below the party’s signature to this Agreement.

**Section 8.8 Consideration:** The parties agree that the services performed/provided and/or deliverables provided/received pursuant to this Agreement are good and valuable consideration and that this Agreement is supported by sufficient good and valuable consideration. The Parties agree not to challenge this Agreement on the basis of a lack of consideration.

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

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

**15  
RESOLUTION NO. 17-1100**

**IN THE MATTER OF APPROVING A SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THOUGHTWELL FOR THE DEVELOPMENT OF A DELAWARE COUNTY DEPARTMENT DATA DASHBOARD:**

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

Whereas, the County Administrator recommends the services agreement between the Delaware County Board of Commissioners and Thoughtwell for the development of a Delaware County department data dashboard;

Now Therefore Be It Resolved, that The Board of Delaware County Commissioners approve the services agreement with Thoughtwell for the development of a Delaware County department data dashboard:

**SERVICES AGREEMENT**

This Agreement is made and entered into this 19th day of October, 2017, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Thoughtwell, 399 East Main Street, Suite 100, Columbus, Ohio 43215 (“Contractor”), hereinafter collectively referred to as the “Parties.”

**1 SERVICES PROVIDED BY CONTRACTOR**

- 1.1 The Contractor will provide services for development of a Delaware County department data dashboard (the “Services”).
- 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: Contractor’s Proposal dated September 15, 2017 (“Exhibit A”).

**2 SUPERVISION OF SERVICES**

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Assistant County Administrator/Fiscal Services Director as the Project Manager and agent of the County for this Agreement.
- 2.2 The Project Manager shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

**3 AGREEMENT; MODIFICATIONS; CONFLICTS**

- 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

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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.

- 3.2 In the event of a conflict between the terms and conditions contained within this Agreement and other documents incorporated by reference in Section 1.3, any conflict shall be resolved in the following order of precedence: (A) this Agreement, consisting of pages 1–6; (B) Exhibit A.

**4 FEES AND REIMBURSABLE EXPENSES**

- 4.1 Total compensation for Services under this Agreement shall be \$22,200, which amount shall not be exceeded without subsequent modification of this Agreement and which shall be paid as provided in Exhibit A.
- 4.2 In the event the County requires Contractor to perform additional services, the additional services shall only be performed upon written Notice from the Project Manager and written modification of this Agreement.
- 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 Services.

**5 NOTICES**

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

County:

Name: Seiji Kille

Address: 101 North Sandusky Street  
Delaware, OH 43015

Telephone: (740) 833-2100

Email: SKille@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Megan Johanson, PhD

Address of Firm: 399 East Main Street, Suite 100  
Columbus, OH 43215

Telephone: (614) 737-2965

Email: mjohanson@thoughtwell.org

**6 PAYMENT**

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

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



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- 7.1 The Contractor shall commence Services upon written Notice to Proceed (“Authorization”) from the Project Manager and shall complete the Services in substantial conformance with the schedule stated in Exhibit A.
- 7.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Project Manager may grant such an extension provided that all other terms of the Agreement are adhered to.
- 8 SUSPENSION OR TERMINATION OF AGREEMENT**
- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of Termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.
- 9 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 only take effect upon written approval 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, and the County shall have ownership of said documents or electronic work produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials.
- 11 CHANGE OF KEY CONTRACTOR STAFF; ASSIGNMENT**
- 11.1 The Contractor shall immediately notify the County, in writing, of any change to key Contractor staff or subcontractors assigned to the Services as contemplated at the time of executing this Agreement.
- 11.2 The Contractor shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.
- 12 INDEMNIFICATION**
- 12.1 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents’ subcontractors and their employees or any other person for whose acts any of them may be liable.
- 12.2 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 breach of contract, infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, equipment, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the Services, to the extent caused by any act, error, or omission of the Contractor, its employees, agents, subcontractors, and their employees and agents’ subcontractors and their employees or any other person for whose acts any of them may be liable.
- 13 INSURANCE**
- 13.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.

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- 13.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 13.5 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of Services under this Agreement.
- 14 MISCELLANEOUS TERMS AND CONDITIONS**
- 14.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor agrees that it will not employ in any manner a current employee of the County for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of the 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 Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority

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to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

14.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

14.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the Services to which the Agreement relates.

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

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

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

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

**16**

**ADMINISTRATOR REPORTS**

Ferzan Ahmed, County Administrator

-Attended a Digital Conference at Ohio State University yesterday. Had a very good discussion about smart transit.

**17**

**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Merrell

-No reports

Commissioner Lewis

-No reports

Commissioner Benton

-Would like to encourage everyone to register to vote for The Agricultural Society Board Members. It will cost \$2.00 to register to vote. Voting takes place on November 14, 2017. Go to the Fair Office to register.

-Will be making introduction remarks tomorrow at the Sunbury Chamber & Rotary Candidates breakfast.

-Would like to encourage everyone to apply for board appointments. We currently have three board openings: Rural Zoning Board, Board of Zoning Appeals and Board of Building Appeals.

**18**

**RESOLUTION NO. 17-1101**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; COMPENSATION; FOR COLLECTIVE BARGAINING:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to adjourn into Executive Session at 10:22 AM.

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

**RESOLUTION NO. 17-1102**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn out of Executive Session at 12:07 PM.

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

Other business:

**RESOLUTION NO. 17-1103**

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**IN THE MATTER OF ACCEPTING THE RESIGNATION OF THE COUNTY ADMINISTRATOR:**

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

WHEREAS, on March 21, 2016, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 16-274, appointing Ferzan M. Ahmed as county administrator, pursuant to section 305.29 of the Revised Code; and

WHEREAS, County Administrator Ahmed has submitted a letter resigning his position as county administrator and his position on various board appointments made during his tenure as county administrator, effective November 10, 2017;

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

Section 1. The Board hereby accepts the resignation of Ferzan M. Ahmed as Delaware County Administrator and the other offices to which the Board appointed him during his tenure as Delaware County Administrator, with the resignation to be effective at 5:00PM on November 10, 2017.

Section 2. Notwithstanding any provision in contracts entered into by this Board, the Board hereby consents to Ferzan M. Ahmed's new employment with AECOM.

Section 3. The Board hereby finds and determines that approval of this Resolution and all deliberations thereon are in compliance with the laws of the State of Ohio, including specifically Section 121.22 of the Revised Code.

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

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Gary Merrell

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

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

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Jennifer Walraven, Clerk to the Commissioners