

COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 9, 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. 17-1179

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 6, 2017:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on November 6, 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
HONORING DELAWARE COUNTY EMPLOYEES FOR VETERANS DAY

5
RESOLUTION NO. 17-1180

IN THE MATTER OF PROCLAIMING NOVEMBER AS NATIONAL ADOPTION MONTH 2017 IN DELAWARE COUNTY:

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

Whereas, each November, National Adoption Month is celebrated through combined efforts of the Children's Bureau, AdoptUSKids, and the Child Welfare Information Gateway; and

Whereas, initially proclaimed in 1984 by President Ronald Reagan as the first National Adoption Week, the awareness week was expanded in 1995 by President Bill Clinton to the month of November; and

Whereas, this year the initiative highlights "Teens Need Families, No Matter What". Having permanent family connections are critical for older youth to have legal and emotional support as they transition into adulthood and strive for academic achievement, growth, and well-being; and

Whereas, The Delaware County Department of Job & Family Services currently has 22 licensed foster to adopt families, and continues to recruit and license those individuals in our community who choose to serve waiting children and youth. These families accept children into their hearts and homes who have been abused or neglected, who may have been exposed to prenatal drug abuse, and who have behavior issues, at times related to abandonment. They willingly accept and face unknown obstacles with these children, all while providing unconditional love. And, they accept our calls in the wee hours of the morning when an emergency placement is needed; and

Whereas, in 2017, The Delaware County Department of Job & Family Services has successfully facilitated the finalization of 5 adoptions. The oldest of these youth was 17 years, 3 months at the time of her adoption and the youngest was 17 months of age. We currently have six youth waiting for permanent families, ranging in age from 11 to 15 years. An adoptive family has been identified for two of these youth, and we continue to explore and research waiting families in hopes of matching the other waiting youth.

Therefore Be It Resolved, the Board of Commissioners of Delaware County, Ohio wishes to recognize and honor our children and our families by proclaiming November as National Adoption Month 2017 in Delaware County.

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

6
RESOLUTION NO. 17-1181

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1108:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1108 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Lend Lease	Court House Construction	40411414-5410	\$1,914,345.66
Silling Associates	Court House Construction	40411414-5410	\$ 15,000.00
CEBCO	Insurance	60211902-5370	\$1,552,000.00

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

7
RESOLUTION NO. 17-1182

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Facilities Department is requesting that Norm Smith attend a Variable Frequency Drive Operation and Maintenance Training in Columbus, Ohio on December 5, 2017 at the cost of \$275.00 (fund number 10011105).

The Facilities Department is requesting that Matt Mullins attend an Intellipack Package Rooftop Operational and Maintenance class in Columbus, Ohio on November 16, 2017 at the cost of \$275.00 (fund number 10011105).

The Facilities Department is requesting that Matt Mullins attend a Cooling Tower Operation and Maintenance Training in Columbus, Ohio on November 17, 2017 at the cost of \$250.00 (fund number 10011105).

The Emergency Communications Department is requesting that Patrick Brandt attend an OHPELRA Class in Columbus, Ohio on November 15, 2017 at the cost of \$266.20 (fund number 21411306).

The Administrative Services Department (Records Center) is requesting that Jamie Davenport and Jennifer Patchin attend a "Just the Basics" Records Management Webinar in Delaware County; at the cost of \$20.00

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

8
RESOLUTION NO. 17-1183

IN THE MATTER OF APPROVING AS AMENDED A TRANSFER OF APPROPRIATION FOR EMERGENCY MANAGEMENT:

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

Transfer of Appropriation From	To	
21581301-5450	21581301-5301	5,500.00
EMA/Capital Improvements	EMA/Contracted Services	
21581301-5450	21581301-5201	2,500.00
EMA/Capital Improvements	EMA/General Supplies	

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

9
RESOLUTION NO. 17-1184

IN THE MATTER OF APPROVING A CONTRACT FOR SERVICES BETWEEN THE DELAWARE

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COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY SHERIFF, AND LEXIPOL, INC. FOR CONSULTING SERVICES AND SOFTWARE REGARDING OFFICE POLICIES:

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

Whereas, the Sheriff and Sheriff's Office Staff recommend approval of the contract with Lexipol, Inc.;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the agreement with Lexipol, Inc. for consulting services and software regarding office policies:

DELAWARE COUNTY CONTRACT FOR SERVICES

This Contract for Services ("Contract") is entered into this 9th day of November, 2017 by and between the Delaware County Sheriff's Office ("Sheriff"), whose principal place of business is located at 149 N. Sandusky St., Delaware, Ohio 43015, and Lexipol, Inc. (Lexipol) whose principal place of business is located at 16755 Von Karmen Ave. Irvine, CA 92606. (Individually "Party," collectively "Parties").

1. Description of Services.

The purpose of this Contract is to provide consulting services and software. The Services shall be rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:

Lexipol Exhibit A: "Subscriptions Being Purchased and Subscription Fees."

Lexicol Exhibit B: "General Terms and Conditions."

2. Compensation, Contract Maximum, and Term.

In exchange for the Services, Sheriff shall pay Lexipol Seventy Thousand Seven Hundred and Thirty-Four Dollars and Twenty-Five Cents (\$70,734.25) for the term of this Contract. It is expressly understood and agreed, unless otherwise agreed in writing by the Parties, that in no event shall the total amount to be paid under this Contract exceed the maximum of Seventy Thousand Seven Hundred and Thirty-Four Dollars and Twenty-Five Cents (\$70,734.25). This contract shall be effective upon the date when the final party executes this contract and continues through January 1, 2019, unless otherwise terminated as provided in this Contract.

3. Taxes.

Delaware County, Ohio is a political subdivision and tax exempt. Lexipol shall not charge the Sheriff any tax and agrees to be responsible for all tax liability that accrues to Lexipol as a result of this Contract and the Services that Lexipol provides to the Sheriff pursuant to this Contract. Sheriff shall, upon request, provide Lexipol with proof of exemption.

4. Renewal.

Upon written agreement of the Parties, this Contract may be renewed for successive one (1) year periods subject to the same terms and conditions provided herein and upon any such terms and conditions as may be specifically agreed upon, added and/or amended in writing by the Parties.

5. Warranty.

Lexipol shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Sheriff's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Lexipol on similar projects.

6. Termination.

A Party may terminate this Contract for convenience at any time and for any reason upon delivering thirty (30) days written notice to the other Parties.

Termination pursuant to this section shall relieve the Parties of any and all further obligations under this Contract, except that Lexipol shall be entitled to receive compensation for any Services satisfactorily performed hereunder through the date specified on the notice as the effective date of termination.

The Parties retain and may, without limitation, exercise any and all available administrative, contractual, equitable or legal remedies.

If the Contract is terminated pursuant to this Section, Lexipol shall have no cause of action against Sheriff, and/or Delaware County, Ohio related to such termination except for a cause of action for non-payment for the Services rendered prior to the effective date of termination. In no event will Sheriff, and/or Delaware County, Ohio be obligated to pay for any Services not actually performed by Lexipol.

7. Indemnification.

Lexipol 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

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other person for whose acts any of them may be liable.

8. Insurance.

A. 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.

B. 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.

C. 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.

D. Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 10.1 and 10.2. Contractor shall require all of its subcontractors to provide like endorsements.

E. 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.

9. Independent Contractor.

Lexipol agrees that it shall act in performance of this Contract as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Contract.

Lexipol assumes all responsibility for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, contributions to retirement plans, and/or insurance premiums which may accrue and/or become due as a result of compensation received for services and/or deliverables rendered and/or received under or pursuant to this Contract. Lexipol and/or its officers, officials, employees, representatives, agents, and/or volunteers are not entitled to any benefits enjoyed by employees of Sheriff or Delaware County.

10. Access to Records.

At any time, during regular business hours, with reasonable notice, and as often as Sheriff or other agency or individual authorized by Sheriff may deem necessary, Lexipol shall make available to Sheriff and/or individual authorized by Sheriff all books, records, documents, papers, subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. Sheriff and/or individual authorized by Sheriff shall be permitted by the Contractor to inspect, audit, make excerpts, photo static copies, and/or transcripts of any and all such documents relating to all matters covered by this Contract. Lexipol acknowledges that Ohio's Public Records laws apply to this agreement and agrees not to assert any claim that would interfere with Sheriff complying with a valid public record's request. Notwithstanding the foregoing, and unless otherwise required by applicable statute, such materials will not include any work of authorship which was fixed in a tangible medium of expression by Lexipol prior to the Effective Date, any intellectual property or other proprietary or trade secret information conceived or originated by Lexipol prior to the Effective Date, or any discovery, concept, or idea conceived, created, or acquired by Contractor or its officers, employees, agents and the like prior to the Effective Date.

11. Retention of Records.

Lexipol shall retain and maintain for a minimum of three (3) years after reimbursement/ compensation for Services rendered under this Contract all books, records, documents, papers, subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract or the retention period, the Contractor shall retain and maintain such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

Provisions Relating to Compliance with State and Federal Law

12. Campaign Finance - Compliance with RC § 3517.13.

Ohio Revised Code Section 3517.13 1(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 said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. Lexipol 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

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certificate/ affidavit with the Contract will prohibit the Sheriff from entering, proceeding with, and/or performing the Contract. Such certification is attached to this Contract as Exhibit A and by this reference made a part of this Contract.

13. Certification for Findings for Recovery.

By signature of its representative below, Lexipol hereby certifies that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.

Van Holland
CFO

14. Independent Contractor Acknowledgement/No Contribution to OPERS.

Sheriff and Delaware County, Ohio (for purposes of this section collectively "County") are public employers as defined in R.C. § 145.01(D). The County has classified LEXIPOL as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of Lexipol and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Contract. Lexipol acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has Informed it of such classification and that no contributions will be made to OPERS. If Lexipol is an individual or has less than five (5) employees, Lexipol, in support of being so informed and pursuant to RC. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor Acknowledgement Form ("Form"). The Form is attached hereto as Exhibit B and by this reference is incorporated as a part of this Contract. Sheriff shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If Lexipol has five (5) or more employees, Lexipol, by signature of its representative below, hereby certifies such fact in lieu of completing the Form:

Van Holland
CFO

15. Non-discrimination.

Lexipol certifies and agrees as follows:

Lexipol, all subcontractors, and/ or any person acting on behalf of Lexipol or any subcontractor shall comply with any and all applicable federal, state, and/ or local laws prohibiting discrimination and providing for equal opportunity.

Lexipol, all subcontractors, and/ or any person acting on behalf of Lexipol or any subcontractor shall not in any way or manner discriminate on account of race, color, religion, sex, age, disability, handicap, sexual orientation, gender identity, or military status as defined in R.C. § 4112.01, national origin, or ancestry.

16. Accessibility.

Lexipol certifies and agrees as follows:

Lexipol, all subcontractors, and/or any person acting on behalf of Lexipol or any subcontractor shall make all services/programs provided pursuant to this Contract accessible to the disabled/handicapped.

Lexipol, all subcontractors, and/or any person acting on behalf of Lexipol or any subcontractor shall comply with any and all applicable federal, state, and/ or local laws mandating accessibility and Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto.

17. Certification Regarding Personal Property Taxes.

By signature of its representative below, Lexipol hereby certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.

18. Drug Free Environment.

Lexipol 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. Lexipol 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 in any way.

19. Prohibited Interests.

Lexipol 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.

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Miscellaneous Terms and Conditions

20. No Exclusivity.

Lexipol shall not be the exclusive provider of the Services. Sheriff and Board, in their sole discretion, may utilize other contractors to perform/provide the same or similar Services.

21. County Policies.

Lexipol shall be bound by, conform to, comply with, and abide by all current applicable Delaware County policies, including, but not limited to, the Contractor Safety Policy, Computer Usage Policy, Social Media Policy, and Internet Use Policy. Copies of such policies can be found at <http://www.co.delaware.oh.us/index.php/policies>.

22. Entire Agreement.

This Contract (and its Attachments) shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements, whether written or oral, between the Parties relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

23. Severability.

The provisions of this Contract are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions, to the extent enforceable, shall nevertheless be binding and enforceable.

24. Governing Law.

This Contract shall be construed in accordance with the laws of the State of Ohio and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

25. Notice.

Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses set forth in the opening paragraph or to such other address as one party may have furnished to the other Parties in writing and shall be made to the addresses listed in the preamble.

26. 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.

27. Assignment and Subcontracting.

The Parties may not assign or transfer this Contract without the prior written consent of the non-assigning Parties, which approval shall not be unreasonably withheld. Lexipol may not subcontract any portion of this Contract.

28. Headings.

The subject headings of the paragraphs in this Contract are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

29. Force Majeure.

The Parties shall be temporarily excused from performance and shall not be entitled to impose any penalty as a result of any delay in performance caused by reason of war, insurrection, strike, automobile fuel shortage, weather, explosion, act of God, order of Court or other public authority, interruption of payments due under this Contract, or any other cause beyond the reasonable control of the Parties. Such excusal from performance shall continue until such force majeure ceases to exist or the Contract is terminated as provided herein.

30. Competitive Bidding.

Consistent with R.C. § 307.86 and the requirements of such statute, this Contract is not required to be competitively bid. This contract is for sole-source software.

31. Conflicts between Documents.

In the event of a conflict between the provisions of this document and Lexipol Exhibit B, this document will prevail. The Parties expressly agree to eliminate the following provisions in Lexipol Exhibit B: 2.1, 2.2, 3.2, 9, 10, 13.1, and 13.6.

32. Drafting, Counterparts, and Signatures.

This Contract 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.

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

10

RESOLUTION NO. 17-1185

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BLACK & VEATCH CORPORATION TO ASSESS COLLECTION SYSTEM ODOR CONTROL OPTIONS:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Black & Veatch Corporation to perform the services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with Black & Veatch Corporation:

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 9th day of November, 2017, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Black & Veatch Corporation, 4016 Townsfair Way, Suite 210, Columbus, OH 43219 (“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”:
DCRSD is commissioning this study to identify alternative approaches to meet collection system odor reduction objectives while reducing costs and treatment plant impacts. The study will develop the information necessary to define baseline characteristics for the OECC collection system and to identify additional information required to assess odor control options.
- 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.
- 1.3 Services shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:
Exhibit A – Scope of Work

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 For all services described in the Scope of Services and Fee Proposal, except “If Authorized” tasks, the fee shall be \$50,000.
- 4.3 Total compensation under this Agreement shall not exceed \$50,000 without subsequent modification.
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

5 NOTICES

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- 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: Erik McPeek

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: 740-833-2240

Email: emcpeek@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Sierra McCreary

Address of Firm: 4016 Townsfair Way, Suite 210

City, State, Zip: Columbus, Ohio 43219

Telephone: 614-454-4394

Email: mccrearysb@bv.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 December 31,2018.
- 7.2 Consultant 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 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 suspend or terminate Work upon 10 days written notice, 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.

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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.
- 10.4 Consultant shall retain its rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the services shall remain the property of the Consultant. All documents, including, but not limited to, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the project. They are not intended or represented to be suitable for reuse by the County or others on extensions of the project or on any other project. Any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the County’s sole risk and without liability or legal exposure to Consultant.”

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 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.

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- 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 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.

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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.

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

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

11

RESOLUTION NO. 17-1186

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BLACK & VEATCH CORPORATION FOR THE LOWER SCIOTO WATER RECLAMATION FACILITY ASSESSMENT PROJECT:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Black & Veatch Corporation to perform the services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with Black & Veatch Corporation:

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 9th day of November, 2017, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Black & Veatch Corporation, 4016 Townsfair Way, Suite 210, Columbus, OH 43219 (“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”: DCRSD is commissioning the LSWRF Assessment (“Project”) in order to evaluate the existing biofilter for odor control onsite. The consultant will also provide assistance with startup of the plant including, but not limited to, assessment of critical treatment system components and operations.
- 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.
- 1.3 Services shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:

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Exhibit A – Scope of Work

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 For all services described in the Scope of Services and Fee Proposal, except “If Authorized” tasks, the fee shall be \$10,000.
- 4.3 For all services identified in the Scope of Services and Fee Proposal as “If Authorized” tasks, the fee for each authorized task shall be the fee specified in the Fee Proposal for said task. “If Authorized” tasks shall only be performed upon written Notice of the Sanitary Engineer. The total fee for all “If Authorized” tasks shall not exceed \$40,000.
- 4.4 Total compensation under this Agreement shall not exceed \$50,000 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 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: Erik McPeek

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone:

Email: emcpeek@gmail.com

Consultant:

Name of Principal in Charge: Sierra McCreary

Address of Firm: 4016 Townsfair Way, Suite 210

City, State, Zip: Columbus, Ohio 43219

Telephone: 614-454-4394

Email: mccrearysb@bv.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.

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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 December 31, 2018.

7.2 Consultant 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 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 suspend or terminate Work upon 10 day written notice, 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.

10.4 Consultant shall retain its rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the services shall remain the property of the Consultant. All documents, including, but not limited to, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the project. They are not intended or represented to be suitable for reuse by the County or others on extensions of the project or on any other project. Any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the County's sole risk and without liability or legal exposure to Consultant."

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

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- 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 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

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12

RESOLUTION NO. 17-1187

IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR VINMAR VILLAGE SECTION 3 AND GLENMEAD SECTION 1, PHASE B:

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

Whereas, the construction of new sanitary sewers at the Vinmar Village Section 3 and Glenmead Section 1, Phase B have been completed to meet Delaware County Sewer District requirements; and

Whereas, the Sewer District has received the necessary items required by the Subdivider’s Agreements; and

Whereas, the Sanitary Engineer recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Vinmar Village Section 3	1150’ of 8” sewer	\$ 96,966.40
	6- manholes	\$ 20,484.00
Glenmead Section 1, Phase B	10 manholes	\$ 42,290.00
	1636’ of 8” sewer	\$119,294.34
	865’ of 10” sewer	\$ 59,647.16

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

Section 1. The Board hereby approves and accepts the above sanitary sewer improvements for ownership, operation, and maintenance by the Delaware County Sewer District.

Section 2. The Board hereby releases any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed to insure faithful performance for construction of the above sanitary sewer improvements, if applicable.

Section 3. The Board hereby accepts any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed per the requirements of the subdivider’s agreement for the five-year maintenance period for the above sanitary sewer improvements.

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

13

RESOLUTION NO. 17-1188

IN THE MATTER OF SETTING THE BID DATE AND TIME TO RECEIVE BIDS FOR 2018 FERRIC CHLORIDE CHEMICAL SUPPLY CONTRACT FOR THE DELAWARE COUNTY REGIONAL SEWER DISTRICT, DCRSD CONTRACT #18-01:

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

WHEREAS, the Delaware County Regional Sewer District desires to purchase ferric chloride to be used within the collection system of the Delaware County Regional Sewer District, and;

WHEREAS, Sewer District staff has developed the contract documents and technical specifications for the needed ferric chloride.

NOW THEREFORE, BE IT RESOLVED that the specifications for the project known as 2018 Ferric Chloride Chemical Supply Contract DCRSD Contract 18-01 are hereby approved, and; the Sanitary Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Invitation to Bid:

**Legal Notice
 Invitation to Bid**

Sealed bids will be received at the Office of the Delaware County Sanitary Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00A.M. Thursday, December 7, 2017, at which time they will be publicly opened and read aloud, for the project known as 2018 Ferric Chloride Chemical Supply Contract - DCRSD Contract #18-01.

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked “SEALED BID FOR 2018 FERRIC CHLORIDE CHEMICAL SUPPLY CONTRACT – DCRSD CONTRACT #18-01.”

A CD with pdf copies of the bid specifications may be obtained from the Delaware County Sanitary Engineer’s Office, 50 Channing Street, Delaware, Ohio 43015 at no charge. The Contract Documents may be examined

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during normal business hours at the Delaware County Sanitary Engineer's Office.

This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting "Bids and Notices." This notice will also be posted on the Delaware County Regional Sewer District website at <http://www.co.delaware.oh.us/sanitary/newweb/index.asp> and the Dodge Data & Analytics website at <http://construction.com/>

The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

All bids shall be accompanied by a bond or certified check, cashier's check, or money order on a solvent bank or savings and loan association in the amount of \$1,000.00, conditioned that the bidder, if the bidder's bid is accepted, shall execute a contract in conformity to the invitation and the bid.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right waive irregularities and to reject any or all bids.

Questions about the project shall be directed in writing to Julie McGill via email at jmcgill@co.delaware.oh.us

A pre-bid meeting is scheduled for Monday, November 20, 2017 at the Olentangy Environmental Control Center, 10333 Olentangy River Road, Powell, OH 43065 at 10:00A.M. Attendance at the pre-bid meeting is not required to bid.

Delaware Gazette Advertisement Date: Tuesday, November 14, 2017

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

14

RESOLUTION NO. 17-1189

**IN THE MATTER OF SETTING THE BID DATE AND TIME TO RECEIVE BIDS FOR 2018
VARIOUS EMULSION POLYMERS CHEMICAL SUPPLY CONTRACT FOR THE DELAWARE
COUNTY REGIONAL SEWER DISTRICT, DCRSD CONTRACT #18-02:**

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

WHEREAS, the Delaware County Regional Sewer District desires to purchase various emulsion polymers to be used within the collection system of the Delaware County Regional Sewer District, and;

WHEREAS, Sewer District staff has developed the contract documents and technical specifications for the needed various emulsion polymers.

NOW THEREFORE, BE IT RESOLVED that the specifications for the project known as 2018 Various Emulsion Polymers Chemical Supply Contract DCRSD Contract 18-02 are hereby approved, and; the Sanitary Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Invitation to Bid:

**Legal Notice
Invitation to Bid**

Sealed bids will be received at the Office of the Delaware County Sanitary Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00A.M. Thursday, December 7, 2017, at which time they will be publicly opened and read aloud, for the project known as 2018 Various Emulsion Polymers Chemical Supply Contract - DCRSD Contract #18-02.

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR 2018 VARIOUS EMULSION POLYMERS CHEMICAL SUPPLY CONTRACT – DCRSD CONTRACT #18-02."

A CD with pdf copies of the bid specifications may be obtained from the Delaware County Sanitary Engineer's Office, 50 Channing Street, Delaware, Ohio 43015 at no charge. The Contract Documents may be examined during normal business hours at the Delaware County Sanitary Engineer's Office.

This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting "Bids and Notices." This notice will also be posted on the Delaware County Regional Sewer District website at <http://www.co.delaware.oh.us/sanitary/newweb/index.asp> and the Dodge Data & Analytics website at <http://construction.com/>

The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an

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as needed basis.

All bids shall be accompanied by a bond or certified check, cashier's check, or money order on a solvent bank or savings and loan association in the amount of \$1,000.00, conditioned that the bidder, if the bidder's bid is accepted, shall execute a contract in conformity to the invitation and the bid.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right waive irregularities and to reject any or all bids.

Questions about the project shall be directed in writing to Julie McGill via email at jmcgill@co.delaware.oh.us

A pre-bid meeting is scheduled for Monday, November 20, 2017 at the Olentangy Environmental Control Center, 10333 Olentangy River Road, Powell, OH 43065 at 10:00A.M. Attendance at the pre-bid meeting is not required to bid.

Delaware Gazette Advertisement Date: Tuesday, November 14, 2017

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

15

RESOLUTION NO. 17-1190

IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR CLARK-SHAW TRUNK SEWER PROJECT 1, CLARK-SHAW TRUNK SEWER PROJECT 2, AND CLARK-SHAW TRUNK SEWER PROJECT 3:

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

Whereas, the construction of the Clark-Shaw Trunk Sewer Project 1, Clark-Shaw Trunk Sewer Project 2, and Clark-Shaw Trunk Sewer Project 3 (completed as a change order to Project 1), collectively referred to as "the Improvements," have been completed to meet Sewer District requirements; and

Whereas, the Sewer District has also received the necessary items required by the Intergovernmental Cooperation Agreement between the County of Delaware Ohio and the Concord/Scioto Community Authority; and

Whereas, the Sanitary Engineer recommends that the Improvements be accepted into the Delaware County Regional Sewer District as follows:

Project 1and Project 3

- 15 manholes
- 122 linear feet of 30-inch diameter sewer
- 2,771 linear feet of 24-inch diameter sewer
- 2,443 linear feet of 12-inch diameter sewer
- 830 linear feet of 4-inch diameter force main
- Total cost: \$4,227,858.65

Project 2

- 19 manholes
- 1,094 linear feet of 21-inch diameter sewer
- 1,753 linear feet of 20-inch diameter sewer
- 4,418 linear feet of 18-inch diameter sewer
- Total cost: \$4,574,799.44

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

Section 1. The Board hereby approves and accepts the above sanitary sewer improvements for ownership, operation, and maintenance by the Delaware County Sewer District.

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

16

RESOLUTION NO. 17-1191

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS:

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

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Transfer of Funds

From	To	
29811182-5801	10011102-4601	111,571.50
Medicaid Local Sales Tax Trans	Commissioner General/Interfund Revenue	

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

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RESOLUTION NO. 17-1192

IN THE MATTER OF RESCINDING THE EMERGENCY SERVICES CAPITAL PROJECTS FUND IN ACCORDANCE WITH O.R.C. 5705.13:

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

WHEREAS, the Delaware County Board of County Commissioners (the "Board") has previously established the Emergency Services Capital Projects Fund, pursuant to section 5705.13(C) of the Revised Code; and

WHEREAS, there is currently a remaining balance of \$253,851.83 in the Emergency Services Capital Projects Fund, Fund 40200000; and

WHEREAS, pursuant to section 5705.13(C) of the Revised Code, the Board may rescind a capital projects fund, and if a capital projects fund is rescinded, money that has accumulated in the fund shall be transferred to the fund or funds from which the money originally was transferred;

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

Section 1. The Board hereby rescinds the Emergency Services Capital Projects Fund 40200000, pursuant to section 5705.13(C) of the Revised Code.

Section 2. The Board hereby approves a supplemental appropriation and transfer of funds as follows:

Supplemental Appropriation

40211404-5801	Emergency Services Capital/Misc Cash Transfer	253,851.83
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Transfer of Funds

From	To	
40211404-5801	10011102-4601	253,851.83

Section 3. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the Delaware County Auditor.

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

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ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator

- Since the State updated their code regulations, our Code Compliance department scores have also increased.
- Congrats to Medic 9 on their new ambulance.
- Thanks to the Commissioners for the opportunity given to serve the County. Thank you to the Clerks for all they do behind the scenes. And thank you to all of the Directors and Elected Officials for the things they have taught in the time afforded here.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

- Best wishes to Ferzan.
- Chris Bauserman will be holding his annual township meeting this afternoon.

Commissioner Lewis

- It has been a pleasure working with Ferzan. Best wishes to him.
- The Brown Bag luncheon was held yesterday as an information session on employee deductions. Would like to encourage employees to sign up.

Commissioner Benton

- Thank you to Ferzan for the effort and leadership you have given to the county.
- Will be attending a Central Ohio Youth Center meeting today.
- There will be a DKMM Budget Committee meeting next week.
- There will be a work session this morning concerning the 36/37 Corridor.
- Will be attending the Big Walnut/Sunbury Chamber event tonight.

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- Congrats to the Big Walnut and Delaware City school districts for the passing of their school levies.
- There is a MORPC meeting this afternoon.
- Attended a Smart City presentation on Tuesday afternoon.

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RESOLUTION NO. 17-1193

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

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

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)–(7) of the Revised Code; and

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

Section 1. The Board hereby adjourns into executive session for consideration of appointment; employment; compensation of a public employee or public official.

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

RESOLUTION NO. 17-1194

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to adjourn out of Executive Session.

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

Other Business:

RESOLUTION NO. 17-1195

IN THE MATTER OF APPOINTING A COUNTY ADMINISTRATOR AND DEPUTY COUNTY ADMINISTRATORS:

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

WHEREAS, pursuant to Section 305.29 of the Revised Code, the Delaware County Board of Commissioners (the “Board”) may appoint a county administrator, who shall be the administrative head of the county under the direction and supervision of the Board and who shall hold office at the pleasure of the Board; and

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

Section 1. The Board hereby appoints Michael Frommer as Delaware County Administrator, effective at 5:01 PM November 10, 2017. The County Administrator shall report directly to the Board, shall serve concurrently as Executive Director of the Delaware County Sewer District, shall have direct supervision over matters of infrastructure and development as set forth in the organizational chart attached hereto as Exhibit A, and shall be authorized to exercise the duties set forth in section 305.30 of the Revised Code and Resolution No. 16-424.

Section 2. The Board hereby appoints Dawn Huston as Deputy County Administrator, who shall report directly to the Board, shall serve concurrently as Director of Administrative Services, and shall have direct supervision over the departments set forth in the organizational chart attached hereto as Exhibit A.

Section 3. The Board hereby appoints Seiji Kille as Deputy County Administrator, who shall report directly to the Board, shall serve concurrently as Director of the Office of Management & Budget, and shall have direct supervision over the departments set forth in the organizational chart attached hereto as Exhibit A.

Section 4. 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.

(Copy of Exhibit A is available for review at the Commissioners’ Office until no longer of administrative value.)

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

There being no further business, the meeting adjourned.

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10:30AM Work Session

Bob Lamb, Director of Economic Development
NBBJ LLC
Regarding the 36/37 Corridor study

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners