

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 28, 2005

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present: Glenn A. Evans, Kristopher W. Jordan, James D. Ward

PUBLIC COMMENT

RESOLUTION NO. 05-223

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 24, 2005 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the resolutions and records of the proceedings from regular meeting held February 24 , 2005 as contained in the county’s official electronic recordings of the proceedings.

Vote on Motion: Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-224

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0225 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR 0225:

It was moved by Mr. Evans, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR 0225, memo transfers in batch numbers MTAPR 0225 and Purchase Orders and Vouchers as listed below:

<b>Vouchers</b>					
Boys Village Inc.	Residential Treatment	22511608-5342	\$	6,738.16	
Liberty Twp Fire Department	January Runs	10011303-5345	\$	5,738.50	
Otis Elevator Company	Service Contract	10011105-5325	\$	5,584.76	

Vote on Motion: Mr. Evans Aye Mr. Ward Aye Mr. Jordan Aye

RESOLUTION NO. 05 -225

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following:

Emergency Services Department is requesting that 33 Paramedics attend a Paramedic Refresher Course at the Rutherford B. Hayes building starting on February 17 and ending on March 16, 2005 at a cost of \$840.00

Job and Family Services Department is requesting that Tracey Merrin, Rachel Skidmore and Kim Goelz attend the District Career Development Conference at Marion on March 23, 2005 at no cost.

Job and Family Services Department is requesting that Kimberly Goelz attend the All Ohio Youth Leadership Summit at Columbus, on March 9, 2005 at no cost.

Code Compliance is requesting that Joe Scherler and Joseph Amato attend the Ohio International Association of Electrical Inspectors annual Meeting/Training at Boardman, Ohio on May 2-5, 2005 at a cost of \$390.00.

Environmental Services is requesting that Brian Keener attend a Wastewater Certification Review at Springfield, Ohio on April 18 & 19 at a cost of \$405.00.

Emergency Services is requesting that Larry Fisher, Dave Hall, Bob Lavender, and Todd Barstow attend the spring EMA Conference in Columbus on March 29 & 30, 2005 at no cost.

Juvenile Court is requesting that Dave Hejmanowski attend a Conference called “The Mind of a Child” in Columbus on March 10 & 11, 2005 at a cost of \$170.00.

The Auditor is requesting that Dedra Hall attend a conference on Essential Wage & Hour Law at Columbus on March17, 2005 at a cost of \$199.00.

The Auditor is requesting that Ray Yonkura and Todd Hanks attend the CAAO Conference at Columbus on March 2, 2005 at a cost of \$100.00.

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The Auditor is requesting that Ray Yonkura attend the Association and Legislative Meeting at various Ohio Locations from February 05 through December 31 at a cost of \$989.87.

Vote on Motion:                Mr. Ward        Aye                Mr. Jordan                Aye                Mr. Evans                Aye

RESOLUTION NO. 05-226

IN THE MATTER OF APPROVING TUITION ASSISTANCE REQUEST:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the Tuition Assistance requests as follows:

Larry Dowis	1 Class	Tuition \$350.00	Books	\$100.00
Kelly Mills	1 Class	Tuition \$365.00		

Delaware County will reimburse an employee up to 90% for actual course tuition and required lab fee costs and 50% of the required book costs, not to exceed \$2,500 in total reimbursable expenses annually (review Section 4.0 for specific items). The employee shall provide proof of full payment before reimbursement is processed.

Vote on Motion:                Mr. Jordan                Aye                Mr. Evans                Aye                Mr. Ward                Aye

RESOLUTION NO. 05-227

IN THE MATTER OF APPROVING PLAT FOR BYERS MEADOWS SUBDIVISION AND DITCH  
MAINTENANCE PETITION FOR MEADOWS AT HARVEST WIND :

It was moved by Mr. Ward, seconded by Mr. Evans- to approve the following:

Byers Meadows Subdivision

Situated in the Township of Radnor, County of Delaware, State of Ohio Being part of Farm Lot 23, Section 4, Township 5, Range 20, United States Military Lands, Being a subdivision of 33.044 acres, as described in Deed to Frank L Goode as being 21.203 Acres recorded in official record Volume 203, Page 1537 and 11.867 acres recorded in official record volume 428, Page 533, all references are to the Delaware County Recorders Office. Cost of \$9.00

Ditch Maintenance Petition-Meadows at Harvest Wind

We the undersigned owners of 15.984 acres in Genoa Township, Delaware County, Ohio propose to create the Meadows at Harvest Wind Condominium site as evidenced by the attached subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). The Meadows at Harvest Wind plat has been approved and signed by the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider’s agreement Exhibit “B” available at the County Engineer’s Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each unit in the subject condominium site to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement.

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action..

The cost of the drainage improvements is \$6,588.61 and a detailed cost estimate is available at the County Engineer’s office in Exhibit “D”. The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Sixty-Three (63) units are created in this condominium site t and each unit receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each unit is therefore, \$104.58 per lot. An annual maintenance fee equal to 2% of this basis \$(2.09) will be collected for each unit. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$131.77 has been paid to Delaware County.

Easements to provide for the maintenance of the improvements have been provided on the plat.

Vote on Motion:                Mr. Jordan                Aye                Mr. Evans                Aye                Mr. Ward                Aye

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RESOLUTION NO. 05 -228

IN THE MATTER OF APPROVING RIGHT OF WAY WORK PERMIT SUMMARY SHEET:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following work permits:

Permit #	Applicant	Location	Type of Work
U05035	Consolidated Electric	Fancher Road	Set new pole
U05036	Consolidated Electric	Mooney Road	Set new pole
U05037	Time Warner Cable	Stratshire Hall Drive	Replace defective cable
U05038	American Electric Power	Myer’s Glen Road	Bore PVC ducts
U05039	American Electric Power	Horseshoe Road	Cross road with aerial wire

Vote on Motion: Mr. Evans Aye Mr. Ward Aye Mr. Jordan Aye

RESOLUTION NO. 05-229

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following:

John Reeves is voluntarily moving from the position of Social Service Supervisor to Social Services Worker III within the Department of Jobs and Family Services, effective date is March 1, 2005.

Vote on Motion: Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-230

IN THE MATTER OF APPROVING ONBASE INFORMATION MANAGEMENT SYSTEM SOFTWARE  
MAINTENANCE AGREEMENT AND ADDENDUM WITH RESULTS ENGINEERING:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

OnBase® Information Management System  
SOFTWARE MAINTENANCE AGREEMENT

This Agreement is made and entered into this 28 day of February 2005, by and between Results Engineering, with its principal offices at: 130 Wetherby Lane, Westerville, Ohio 43081 (“Service Provider”), and the company, person or entity executing this Agreement as the “Licensee” in the space provided below (“Licensee”):

RECITAL:

WHEREAS, Service Provider is an authorized reseller of Hyland Software, Inc. and has marketed to Licensee certain OnBase® Information Management System software modules of Hyland Software, Inc.;

WHEREAS, Licensee has licensed the specified software from Hyland Software, Inc. pursuant to the terms of an OnBase® End User License Agreement (as the same may be amended or modified from time to time, the “EULA”); and

WHEREAS, Licensee desires to obtain, and Service Provider is willing to provide, maintenance and technical support services for the specified software and the delivery of generally released upgrades and enhancements with respect to such software from Hyland Software, Inc.;

NOW, THEREFORE, the parties mutually agree as follows:

1. **DEFINED TERMS.** The following terms shall have the meanings set forth below for all purposes of this Agreement:

(a) Documentation. “Documentation” means electronic on-line material, including user manuals, provided by Hyland Software, Inc. for the Software and that relate to the functional, operational or performance characteristics of the Software.

(b) Error. “Error” means any defect or condition inherent in the Software that causes the Software to fail to perform in accordance with the current Documentation published by Hyland Software, Inc.

(c) EULA. “EULA” is defined in the recitals to this Agreement.

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(d) Maintenance and Support Services. "Maintenance and Support Services" means all professional services provided under this Agreement by Service Provider.

(e) Software. "Software" means (1) the current released version of the computer software licensed by Licensee from Hyland Software, Inc. under the EULA and as listed on Exhibit A attached hereto, and (2) at any time after Service Provider has delivered to Licensee a new version of such computer software as an Upgrade and Enhancement under this Agreement, the released version of such computer software last released prior to the current released version; provided, that the Software will not include any prior released version of such computer software that has been superseded for more than two (2) years (as determined from the date that Hyland Software, Inc. first announced publicly, through its web site or otherwise, the general release of the next later version of such computer software) by any later released version of such computer software.

(f) Upgrades and Enhancements. "Upgrades and Enhancements" means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to the Software that Hyland Software, Inc. commercially releases to its end users generally during the term of this Agreement to correct deficiencies or enhance the capabilities of the Software, together with updates of the Documentation to reflect such new versions, improvements, modifications, upgrades, fixes or additions; provided, however, that the foregoing shall not include new, separate product offerings, new modules, re-platformed Software or new functionality.

## **2. MAINTENANCE AND SUPPORT SERVICES.**

(a) Generally. Service Provider shall: (1) use its commercially reasonable efforts to correct any properly reported Error(s) in the Software that are confirmed by Hyland Software, Inc., in the exercise of its commercially reasonable judgment; and (2) upon the request of Licensee, provide technical support and assistance and advice related to the operation and use of the Software by Licensee, or any problems with any of the foregoing. Service Provider shall undertake to report to Hyland Software, Inc. for confirmation any reported Errors promptly after receipt of proper notice from Licensee, in accordance with Section 4(c) of this Agreement and Service Provider's current Error reporting procedures. Service Provider shall perform services in an effort to correct confirmed Errors promptly after making such confirmation. Maintenance and Support Services generally will be available during the hours of 8 a.m. to 5 p.m., EST Time, Monday through Friday, excluding holidays, or as otherwise provided by Service Provider to its end users purchasing continuing Maintenance and Support Services in the normal course of its business, by on-line modem, telephonically or both. Should Licensee experience an emergency situation outside of normal hours, Licensee may contact Service Provider 24 hours per day, 7 days per week, by calling Service Provider's regular telephone Maintenance and Support Services number and using Service Provider's after hours paging system. Service Provider's designated support engineer on call will contact Licensee regarding the emergency situation within a reasonable time (usually not more than 3 hours) after the page. Service Provider reserves the right to notify Licensee that it is making unauthorized (i.e., not in an emergency situation) or excessive use of after hours Maintenance and Support Services and to terminate the provision of such Services thereafter, unless Licensee pays Service Provider for such continued after-hours Services at the rate of \$ 165.00 per hour (with a minimum charge of one hour per call). Licensee shall be informed at the time of a call if such call is considered an unauthorized or excessive use call and Licensee shall have the opportunity to terminate the call and delay Maintenance and Support Services until normal hours on the next business day. Licensee acknowledges and agrees that Service Provider and Hyland Software, Inc. require on-line access to the Software installed on Licensee's systems in order for Service Provider to provide Maintenance and Support Services hereunder. Accordingly, Licensee shall install and maintain, at Licensee's sole cost and expense, a properly functioning modem and the appropriate communications software as specified by Service Provider; and Licensee shall establish and maintain, at Licensee's sole cost and expense, an adequate or dedicated connection with Service Provider and Hyland Software, Inc. to facilitate Service Provider's on-line Maintenance and Support Services.

(b) On-Site Services. Upon the reasonable request of Licensee, and submission of a purchase order for such services agreeing to pay for such services on a time and materials basis in accordance with Section 5(b), Service Provider may provide on-site Maintenance and Support Services at Licensee's facilities in connection with the correction of any Error(s) involving a mission critical function of the Software that is not functioning in a production environment. On-site Maintenance and Support Services will commence within such period of time after the request and submission of the requisite purchase order by Licensee, not to exceed five (5) business days, as the parties shall mutually agree upon.

(c) Improper Maintenance or Use. Service Provider is not responsible for providing, or obligated to provide, Maintenance and Support Services or Upgrades and Enhancements under this Agreement: (a) if the Software has been altered, revised, changed, enhanced or modified in any manner that was not authorized in writing in advance by Hyland Software, Inc.; (b) in connection with any Error if Service Provider (directly or through Hyland Software, Inc.) has previously provided corrections for such Error; (c) in connection with any Errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than third party software bundled with the Software by Hyland Software, Inc.), hardware or any system or networking utilized by Licensee; (d) if the Software or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; or (e) if any party other than Service Provider or Hyland Software, Inc. has provided any services in the nature of Maintenance and Support Services to Licensee with respect to the Software.

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3. **UPGRADES AND ENHANCEMENTS.** Service Provider will provide to Licensee, in accordance with Hyland Software, Inc.'s then current policies, all Upgrades and Enhancements to the Software released by Hyland Software, Inc. during the term of this Agreement. Licensee acknowledges and agrees that Hyland Software, Inc. has the right, at any time, to change the specifications and operating characteristics of the Software and Hyland Software, Inc.'s policies respecting Upgrades and Enhancements and the release thereof to its end users. Any Upgrades and Enhancements to the Software and Documentation shall remain proprietary to Hyland Software, Inc. and the sole and exclusive property of Hyland Software, Inc., and shall be subject to all of the restrictions, limitations and protections of the EULA. All applicable rights to patents, copyrights, trademarks, other intellectual property rights, applications for any of the foregoing and trade secrets in the Software and Documentation and any Upgrades and Enhancements are and shall remain the exclusive property of Hyland Software, Inc.

4. **LICENSEE'S RESPONSIBILITIES.**

(a) Operation of the Software. Licensee acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the Software, including but not limited to providing training for its personnel, instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use. In addition, Licensee is solely responsible for its data, its database and for maintaining suitable backups of the data and database to prevent data loss in the event of any hardware or software malfunction. Service Provider and Hyland Software, Inc. shall have no responsibility or liability for data loss regardless of the reasons for said loss. Service Provider and Hyland Software, Inc. shall have no responsibility or liability for Licensee's selection or use of the Software or any hardware, third party software or systems.

(b) Licensee's Implementation of Error Corrections and Upgrades and Enhancements. In order to maintain the integrity and proper operation of the Software, Licensee agrees to implement, in the manner instructed by Service Provider, all Error corrections and Upgrades and Enhancements. Licensee's failure to implement any Error corrections or Upgrades and Enhancements of the Software as provided in this Section 4(b) shall relieve Service Provider of any responsibility or liability whatsoever for any failure or malfunction of the Software, as modified by a subsequent Error correction or Upgrade and Enhancement, but in no such event shall Licensee be relieved of the responsibility for the payment of fees and charges otherwise properly invoiced during the term hereof.

(c) Notice of Errors; Documentation of Errors. Licensee shall provide prompt notice of any Errors in the Software discovered by Licensee, or otherwise brought to the attention of Licensee, in accordance with Service Provider's then current policies for reporting of Errors. Proper notice may include, without limitation, prompt telephonic and written notice to Service Provider of any alleged Error. If requested by Service Provider, Licensee agrees to provide written documentation of Errors to substantiate the Errors and to assist Service Provider in the detection and correction of said Errors.

(d) Access to Premises and Systems. Licensee shall make available reasonable access to and use of Licensee's premises, computer hardware, peripherals, Software and other software as Service Provider deems necessary to diagnose and correct any Errors or to otherwise provide Maintenance and Support Services. In addition, Licensee acknowledges and agrees that Hyland Software, Inc. may be retained by Service Provider to provide Error corrections or other Maintenance and Support Services directly to Licensee and, accordingly, Licensee shall provide such same access directly to Hyland Software, Inc. Such right of access and use shall be provided at no cost or charge to Service Provider or Hyland Software, Inc.

5. **FEES, PAYMENTS, CURRENCY AND TAXES.**

(a) Annual Maintenance Fees. Licensee shall pay to Service Provider annual maintenance fees in accordance with the Annual Maintenance Fee Schedule set forth as Exhibit A attached hereto, as the same may be changed from time to time by Service Provider upon written notice to Licensee. Licensee shall be required to submit a purchase order for this Agreement, in the amount of the initial annual maintenance fees due hereunder, simultaneously with Licensee's submission of its purchase order for the license of the Software under the EULA. For the period of the first full twelve (12) months following the date Hyland Software, Inc. issues license codes for the Software to Licensee, Service Provider shall invoice Licensee for the initial annual maintenance fees simultaneously with Service Provider's invoicing of Licensee for the license fees associated with the licensing of the Software under the EULA. Thereafter, Service Provider shall invoice Licensee for subsequent annual maintenance fees at least forty-five (45) days prior to the end of the then-current term of this Agreement. In the event that any term of this Agreement for which annual maintenance fees are payable is a period of less than twelve (12) calendar months, the annual maintenance fees for such term will be pro rated based upon the number of calendar months in such period (including the calendar month in which such term of this Agreement commences).

(b) Time and Materials Charges. Notwithstanding anything to the contrary, if Licensee requests (1) Maintenance and Support Services that Service Provider is not obligated to provide because of the provisions of Section 2(c), and Service Provider agrees to provide such requested Services notwithstanding the provisions of Section 2(c), (2) on-site Maintenance and Support Services in accordance with Section 2(b), or (3) any other services in the nature of Maintenance and Support Services that Service Provider is not obligated to provide, or is not obligated to provide in the manner requested, and Service Provider agrees to provide the requested

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Maintenance and Support Services, then in any such case Licensee agrees that such Maintenance and Support Services shall not be covered by the annual maintenance fees under Section 5(a) and Licensee agrees to pay for such Maintenance and Support Services at Service Provider's standard time and materials charges payable by end users who have not purchased a continuing Software Maintenance Agreement from Service Provider. Service Provider shall invoice Licensee for all time and materials charges hereunder.

(c) Incidental Costs and Expenses. Licensee shall be responsible for all incidental costs and expenses incurred by Service Provider in connection with the performance of this Agreement. Examples of incidental costs and expenses include, without limitation, all costs and expenses for tools, supplies, accessories, media and other expendables purchased or otherwise used by Service Provider, on-line connection charges and out-of-pocket expenses incurred at Licensee's request, including but not limited to travel, meals and lodging expenses for on-site Maintenance and Support Services. Service Provider shall invoice Licensee for all incidental costs and expenses hereunder.

(d) Notice of Fees. Notwithstanding anything to the contrary in this Agreement, Service Provider shall provide Licensee notice of any additional fees that may be incurred for services outside of the scope of Maintenance and Support Services as described in this Agreement prior to commencing performance of such services.

(e) Payments; Remedies.

(1) Annual Maintenance Fees. Licensee shall pay all invoices for annual maintenance fees in full on or before the last day of the then-current term of this Agreement.

(2) Other Payments. Licensee shall pay all other invoices hereunder in full net thirty (30) days from the date of invoice.

(3) Remedies. All past due amounts shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Licensee in the payment of any amounts due hereunder, which default continues unremedied for at least ten (10) calendar days after the due date of such payment, Service Provider shall have the right to cease to provide any Maintenance and Support Services and Upgrades and Enhancements to Licensee unless and until such default, and any and all other defaults by Licensee under this Agreement, shall have been cured.

(4) U.S. Dollars. All payments by Licensee to Service Provider shall be made in U.S. dollars.

(e) Taxes and Governmental Charges. In addition to any and all other payments required to be made by Licensee hereunder, Licensee shall pay all taxes and governmental charges, foreign, federal, state, local or otherwise (other than income or franchise taxes of Service Provider), however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, including but not limited to sales and use taxes, excise taxes and customs duties or charges. Licensee agrees to make any and all required tax payments directly to the appropriate taxing authority.

## **6. LIMITED WARRANTY.**

(a) Limited Warranty of Services. Service Provider warrants that the Maintenance and Support Services shall be performed in a good and workmanlike manner and substantially according to industry standards. In order to assert any claim that any Maintenance and Support Services fail to conform to this limited warranty, Licensee must notify Service Provider in writing of such claim within thirty (30) days after the date the alleged non-conforming Services are completed. If, after such timely notice from Licensee, the Maintenance and Support Services in question are determined not to conform to this limited warranty, Service Provider's sole obligation, and Licensee's sole remedy, shall be for Service Provider to use commercially reasonable efforts to re-perform the nonconforming Services in an attempt to correct the nonconformity. If Service Provider is unable to correct such nonconformity after a reasonable period of time, Licensee's sole and exclusive remedy shall be termination of this Agreement in accordance with Section 8(b)(3)(B). This warranty specifically excludes non-performance issues caused as a result of any circumstances described in Section 2(c) or (d), incorrect data or incorrect procedures used or provided by Licensee or a third party or failure of Licensee to perform and fulfill its obligations under this Agreement or the EULA.

(b) No Warranty of Upgrades and Enhancements. The EULA shall govern any limited warranty or disclaimers relating to Upgrades and Enhancements of the Software provided to Licensee under this Agreement, and no warranty is given under this Agreement with respect to Upgrades and Enhancements. (c) DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6(a), SERVICE PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ANY MAINTENANCE AND SUPPORT SERVICES, ANY SOFTWARE OR ANY UPGRADES AND ENHANCEMENTS PROVIDED UNDER THIS AGREEMENT. SERVICE PROVIDER DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

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PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. SERVICE PROVIDER DOES NOT WARRANT THAT ANY MAINTENANCE AND SUPPORT SERVICES, SOFTWARE OR UPGRADES AND ENHANCEMENTS PROVIDED WILL SATISFY LICENSEE'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE OR UPGRADES AND ENHANCEMENTS WILL BE UNINTERRUPTED. SERVICE PROVIDER DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

**7. LIMITATIONS OF LIABILITY.** IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY TO LICENSEE, ARISING OUT OF THIS AGREEMENT EXCEED THE AGGREGATE AMOUNTS PAID BY LICENSEE TO SERVICE PROVIDER UNDER THIS AGREEMENT DURING THE CURRENT TERM OF THIS AGREEMENT. IN NO EVENT SHALL SERVICE PROVIDER OR HYLAND SOFTWARE, INC. BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE OR SERVICES, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, OR OTHER PECUNIARY LOSS, EVEN IF SERVICE PROVIDER OR HYLAND SOFTWARE, INC. HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR LOSSES.

**8. TERM, RENEWAL AND TERMINATION.**

(a) Term. Subject to the early termination provisions of Section 8(b), the initial term of this Agreement (the "Initial Term") shall commence on the day that Service Provider issues to Licensee license codes for the Software modules licensed by Licensee under the EULA and shall expire on the first annual anniversary of such date; and, except as otherwise provided in Section 8(c)(3) below, the term of this Agreement shall be renewed: (1) at the end of the Initial Term, for a period from the first day after the end of the Initial Term through December 31 of the calendar year in which the Initial Term ends; and (2) thereafter, annually on a calendar year by calendar year basis.

(b) Early Termination.

(1) Automatic. This Agreement shall terminate automatically, without any other or further action on the part of either of the parties, immediately upon any termination of the EULA.

(2) By Service Provider For Cause. Service Provider shall be entitled to give written notice to Licensee of any breach by Licensee or other failure by Licensee to comply with any material term or condition of the EULA or this Agreement, specifying the nature of such breach or non-compliance and requiring Licensee to cure the breach or non-compliance. If Licensee has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), the breach or non-compliance within (A) in the case of non-payment, any breach of Section 1 of the EULA or any breach of Section 3 of this Agreement, ten (10) calendar days after receipt of such written notice, or (B) in the case of any other breach or non-compliance, twenty (20) business days after receipt of such written notice, Service Provider shall be entitled, in addition to any other rights it may have under this Agreement, or otherwise at law or in equity, to immediately terminate this Agreement.

(3) By Licensee.

(A) For Convenience. Licensee may terminate this Agreement at any time, for any reason or for no reason, upon not less than sixty (60) days advance written notice to Service Provider.

(B) For Cause. Licensee shall be entitled to give written notice to Service Provider of any breach by Service Provider or other failure by Service Provider to comply with any material term or condition of this Agreement, specifying the nature of such breach or non-compliance and requiring Service Provider to cure the breach or non-compliance. If Service Provider has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), the breach or non-compliance within twenty (20) business days after receipt of written notice, Licensee shall be entitled, in addition to any other rights it may have under this Agreement, or otherwise at law or in equity, to immediately terminate this Agreement; and thereafter, so long as Licensee has complied in all material respects with its obligations under the EULA and this Agreement and is current on all payment obligations under the EULA and this Agreement, Licensee shall be entitled to a refund from Service Provider of the "unused portion of the annual maintenance fees" for the then-current term of this Agreement. For these purposes, the "unused portion of the annual maintenance fees" shall mean that portion of the annual maintenance fees paid by Licensee under Section 5(a) with respect to the term of this Agreement during which such termination of this Agreement is effective, equal to the total of such annual maintenance fees multiplied by a fraction, the numerator of which shall be the number of calendar months during the then-current term of this Agreement that remain until the end of such then-current term, commencing with the calendar month after the calendar month in which such termination is effective, and the denominator of which shall be the total number of calendar months in such then-current term determined without regard to such termination.

(C) Non-Renewal. Licensee may elect not to renew this Agreement at the end of the then-current term of this Agreement by written notice to Service Provider on or prior to the date payment is due

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under Section 5(d)(1) of Service Provider's invoice for annual maintenance fees for the next succeeding renewal term of this Agreement.

(4) By Either Party in Accordance with Section 9. Either party may terminate this Agreement in accordance with the procedures set forth in Section 9.

(c) Effect of Termination.

(1) Payments. Notwithstanding any termination of this Agreement, Licensee shall be obligated to pay Service Provider for (A) all Maintenance and Support Services provided on a time and materials basis in accordance with this Agreement at any time on or prior to the effective date of termination; (B) all annual maintenance fees due with respect to any period commencing prior to the effective date of termination; and (C) all incidental costs and expenses incurred by Service Provider at any time on or prior to the effective date of termination. All such payments shall be made in accordance with Section 5, which shall survive any such termination for these purposes.

(2) Survival of Obligations. The termination of this Agreement will not discharge or otherwise affect any pre-termination obligations of either party existing under the Agreement at the time of termination. The provisions of this Agreement which by their nature extend beyond the termination of the Agreement will survive and remain in effect until all obligations are satisfied, including, but not limited to, Section 3 (as it relates to title and ownership), Section 5(e), Section 6(c), Section 7, Section 8, Section 10 and Section 11. No action arising out of this Agreement, regardless of the form of action, may be brought by Licensee more than one (1) year after the date the action accrued.

(3) Reinstatement of Agreement. In the event of the termination of this Agreement by Licensee under Section 8(b)(4) (Non-Renewal), Licensee may at any time after the effective date of such termination elect to reinstate this Agreement in accordance with this Section 8(c)(3). To obtain reinstatement, Licensee shall deliver written notice to such effect to Service Provider, together with payment in full of: (A) annual maintenance fees, based upon Service Provider's Annual Maintenance Fee Schedule in effect as of the time of such reinstatement, for all periods (as determined under Section 8(a) as if the Agreement had not been terminated under Section 8(b)(4)) that have elapsed from the effective date of such termination through the effective date of such reinstatement; and (B) an amount equal to one hundred ten percent (110%) of the annual maintenance fee, based upon Service Provider's Annual Maintenance Fee Schedule in effect as of the time of such reinstatement, for the renewal term of this Agreement commencing on the effective date of such reinstatement. Any reinstatement under this Section 8(c)(3) shall be effective as of the first business day after Service Provider has received the notice of reinstatement and all payments required to be made hereunder in connection with such reinstatement. The renewal term commencing with the effective date of this Agreement shall be for a period ending on the first annual anniversary of such effective date; and thereafter the term of this Agreement shall be renewed: (i) at the end of such first renewal term, for a period from the first day after the end of such first renewal term through December 31 of the calendar year in which such first renewal term ends; and (ii) thereafter, annually on a calendar year by calendar year basis.

**EXCEPT AS EXPRESSLY PROVIDED BY THIS SECTION 8(c)(3), LICENSEE SHALL HAVE NO RIGHT TO REINSTATE THIS AGREEMENT FOLLOWING THE TERMINATION THEREOF FOR ANY REASON.**

9. **FORCE MAJEURE.** No failure, delay or default in performance of any obligation of a party to this Agreement (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party. This Section 9 shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes. If any performance date by a party under this Agreement is postponed or extended pursuant to this Section 9 for longer than ninety (90) calendar days, the other party, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate this Agreement.

10. **NOTICES.** Unless otherwise agreed to by the parties in a writing signed by both parties, all notices required under this Agreement shall be deemed effective: (a) when sent and made in writing by either (1)(A) registered mail, (B) certified mail, return receipt requested, or (C) overnight courier, in any such case addressed and sent to the address set forth herein and to the attention of the person executing this Agreement on behalf of that party or that person's successor, or to such other address or such other person as the party entitled to receive such notice shall have notified the party sending such notice of; or (2) facsimile transmission appropriately directed to the attention of the person identified as the appropriate recipient and at the appropriate address under (a)(1) above, with a copy



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following by one of the other methods of notice under (a)(1) above; or (b) when personally delivered and made in writing to the person and address identified as appropriate under (a)(1) above.

**11. GENERAL PROVISIONS.**

(a) Jurisdiction. This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Ohio, without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of general jurisdiction located in Delaware County, Ohio \_\_\_\_\_.

(b) Interpretation. The headings used in this Agreement are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof. All defined terms in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context or particular facts may require. Use of the terms "hereunder," "herein," "hereby" and similar terms refer to this Agreement.

(c) Waiver. No waiver of any right or remedy on one occasion by either party shall be deemed a waiver of such right or remedy on any other occasion.

(d) Integration. This Agreement, including any and all exhibits and schedules referred to herein or therein set forth the entire agreement and understanding between the parties pertaining to the subject matter and merges all prior discussions between them on the same subject matter. Neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to the subject matter other than as expressly provided in this Agreement. This Agreement may only be modified by a written document signed by duly authorized representatives of the parties. This Agreement shall not be supplemented or modified by any course of performance, course of dealing or trade usage. Variance from or addition to the terms and conditions of this Agreement in any purchase order or other written notification or documentation, from Licensee or otherwise, will be of no effect unless expressly agreed to in writing by both parties. This Agreement will prevail over any conflicting stipulations contained or referenced in any other document.

(e) Binding Agreement and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Service Provider may assign this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity. Licensee may not assign this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of Service Provider. Any change in control of Licensee resulting from an acquisition, merger or otherwise shall constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this Section 11(e) shall be null and void and of no force or effect.

(f) Severability. In the event that any term or provision of this Agreement is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, the court considering the same will have the power and is hereby authorized and directed to limit such scope, duration or area of applicability, or all of them, so that such term or provision is no longer overly broad and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of this Agreement.

(g) Independent Contractor. The parties acknowledge that Service Provider is an independent contractor and that it will be responsible for its obligations as employer for those individuals providing the Maintenance and Support Services.

(h) Third Party Beneficiary. Licensee and Service Provider acknowledge and agree that Hyland Software, Inc. is an express third party beneficiary of this Agreement and shall be entitled to enforce this Agreement to the full extent of the law as if Hyland Software, Inc. were a party hereto. Hyland Software, Inc. shall be afforded all remedies available to any party to this Agreement under the terms hereof or under applicable law.

(i) Export. Licensee agrees to comply fully with all relevant regulations of the U.S. Department of Commerce and all U.S. export control laws, including but not limited to the U.S. Export Administration Act, to assure that the Upgrades and Enhancements are not exported in violation of United States law.

(j) U.S. Government Restricted Rights. The Software and Upgrades and Enhancements are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of the rights in Technical Data and Computer Software clause at DFAR 252.227-7013 and the Commercial Computer Software Restricted Rights FAR 52.277-19(c)(1) and (2), as applicable. Manufacturer is Hyland Software, Inc., 28500 Clemens Road, Westlake, Ohio 44145.

(k) Injunctive Relief. The parties to this Agreement recognize that a remedy at law for a breach of the provisions of this Agreement relating to confidential information and intellectual property rights will not be

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adequate for Service Provider’s protection and, accordingly, Service Provider shall have the right to obtain, in addition to any other relief and remedies available to it, specific performance or injunctive relief to enforce the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives:

Exhibit A

<u>SOFTWARE MODULES</u>	<u>ANNUAL MAINTENANCE FEES</u>
1 - OnBase Multi-User License	\$660.00
6 - Workstation Clients	\$ 79.20 each
4 – Concurrent Clients	\$158.40 each
1 – Web Server NT	\$1320.00
1 – CD Authoring (GSA)	\$ 72.60
1 – COLD/ERM	\$1320.00
2 – Workflow Concurrent Client	\$132.00 each
1 – Workflow Departmental Server	\$1320.00
1 – Production Document Imaging	\$660.00
1 – Document Import Processor	\$660.00

Addendum  
To  
Onbase® Information Management System  
Software Maintenance Agreement  
Between  
Results Engineering  
And  
Delaware County of Delaware, Ohio

This Addendum is attached to and made a part of the **OnBase® Information Management System SOFTWARE MAINTENANCE AGREEMENT** (this or the “Agreement”), dated February 2~, 2005, between Reengineering Consultants, Ltd., *dibla* Results Engineering (“Service Provider”) and Delaware County of Delaware, Ohio (“Licensee”). Wherever possible, the terms of this Addendum shall be read in such a manner so as to avoid conflict with the Agreement, but, in the event of an unavoidable conflict, the terms of this Addendum shall control over the terms and conditions of the Agreement. All capitalized terms in this Addendum not otherwise defined herein shall have the same meaning as in the Agreement. The parties agree to supplement, modify and amend the Agreement as follows:

A. The first sentence of Section 7 of the Agreement is revised to read as follows:

OTHER THAN FOR A BREACH OF ANY OBLIGATIONS OF CONFIDENTIAL/ft’ AS PRO WDED HEREIN, INCLUDING DISCLOSURE OF ANY CONFIDENTIAL INFORMATION (AS SUCH TERM IS DEFINED HEREIN) BY THE SERVICE PROVIDER, SERVICE PROVIDER’S AGGREGATE LIABILITY TO LICENSEE, ARISING UNDER OR OUT OF THIS AGREEMENT SHALL NOT EXCEED THE AGGREGATE AMOUNTS PAID BY LICENSEE TO SERVICE PROVIDER UNDER THIS AGREEMENT DURING THE CURRENT TERM OF THIS AGREEMENT.

B. The following is added to the Agreement:

Service Provider acknowledges that Licensee and its affiliates (collectively, the “Licensee”) are the owners of valuable trade secrets, and other confidential information and license same from others. Service Provider further acknowledges that some of the services which the Licensee performs for constituents and clients are confidential; that to enable the Licensee to perform these services, its constituents and clients furnish confidential information concerning their business affairs, finances, properties, methods of operation and other data; that the good will of the Licensee depends among other things, upon its keeping such services and information confidential and that unauthorized disclosure of the same would irreparably damage the Licensee; and that by reason of its duties hereunder, Service Provider may come into possession of confidential information concerning such services or confidential information furnished by constituents and clients, even though Service Provider does not itself take any direct part in

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or furnish the services performed for those constituents or clients. For the purposes of this Agreement, the term “Confidential Information” means information that is: (a) designated either verbally or in writing as “confidential,” “proprietary” or both by Licensee, or (b) Protected Health Information, or (c) relates to any of the following categories: prosecution files, Probate and Juvenile Court records, and confidential children and adult services files, or (d) not subject to disclosure pursuant to applicable state or federal law, including, but not limited to, Section 149.43 of the Ohio Revised Code, or (e) should have been known to be confidential to the Service Provider from the nature of the information or the circumstances of its disclosure.

“Protected Health Information,” has the meaning set forth in the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. §~ 160-1 64 (the “HIPAA Regulations”), issued by the Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). The term “Confidential Information” shall not include and the obligations of confidentiality hereunder shall not apply to any information which: (a) is or becomes available to the public through no breach of this Agreement; (b) is received without restriction from a third party free to disclose such information; (c) is independently developed by the Service Provider without the use of Confidential Information; (d) is approved for release by written authorization of the Licensee, but only to the extent of and subject to such conditions in such written authorization; or (e) is required by law or regulation or governmental order to be disclosed, but only to the extent and for the purposes of such required disclosure (provided that the Service Provider first gives notice to the Licensee that is reasonable under the circumstances).

Service Provider agrees that, except as directed by the Licensee or as required bylaw, Service Provider will not at any time during or after the term of this Agreement or any Schedule hereto disclose any Confidential Information to any person, or permit any person to examine and/or make copies of any Confidential Information prepared by Service Provider or that come into Service Provider’s possession or under Service Provider’s control by reason of Service Provider’s services, and that upon termination of this Agreement, Service Provider will turn over to the Licensee all documents, papers and other matter in Service Provider’s possession or under Service Provider’s control that contain such Confidential Information.

Service Provider acknowledges that disclosure of any Confidential Information by Service Provider in breach the obligations hereunder will give rise to irreparable injury to the Licensee or the owner of such information that may be inadequately compensable in damages. Accordingly, the Licensee or such other party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available. Service Provider acknowledges and agrees that the covenants contained herein are necessary for the protection of legitimate business interests of the Licensee and are reasonable in scope and content.

The parties, by their signatures below, agree that this Addendum and the Agreement are the complete and exclusive statement of the agreements between them and supersede all prior oral and written communications and agreements between the parties with respect to the products and the services contemplated hereunder.  
Service Provider: Reengineering Licensee: Delaware County of Delaware,  
Consultants, Ltd., d/b/a Results Engineering: Ohio

Further Be it Resolved that a Purchase Order and Voucher be approved as follows:

Results Engineering	10011103-5325	\$10,522.05				
Vote on Motion:	Mr. Evans	Aye	Mr. Ward	Aye	Mr. Jordan	Aye

RESOLUTION NO. 05- 231

IN THE MATTER OF ORGANIZING AND APPOINTING REPRESENTATIVES FOR THE VARIOUS  
DELAWARE COUNTY TAX INCENTIVE REVIEW COUNCILS FOR 2005:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following:

WHEREAS, The Board of County Commissioners, Delaware County, is responsible to make appointments to various boards, councils, and committees; and

WHEREAS, The Board of County Commissioners, Delaware County, shall appoint individuals to the various Tax Incentive Review Councils for an unspecified term.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio, to appoint the following to the various Tax Incentive Review Councils.

Delaware County / City of Delaware Enterprise Zone TIRC:

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- Todd Hanks, Delaware County Auditor
- Windell Wheeler, Mayor, City of Delaware
- R. Thomas Homan, City Manager, City of Delaware
- Dean Stelzer, Finance Director, City of Delaware
- Steve Castle, Ph.D., Superintendent, Delaware City School District
- Chris Bell, Treasurer, Delaware Area Career Center
- Andrew Geistfeld, Treasurer, Olentangy Local School District
- Tom Vatures, Vatures & Vatures Attorneys
- Henry Banks, Banks Farm market
- Timothy M. Boland, Director, Delaware County Economic Development

**Delaware County / Orange Township Enterprise Zone TIRC:**

- Todd Hanks, Delaware County Auditor
- David Cannon, Delaware County Administrator
- James B. Agan, Orange Township Trustees
- William L. Reimer, Ph.D., Superintendent, Olentangy Local School District
- Frank Reinhard, Delaware County Bank & Trust
- Pat Foor, Superintendent, Delaware Area Career Center
- John P. Smith, KeyBank
- Joseph Schaefer, Orange Township

**Delaware County / Village of Sunbury Enterprise Zone TIRC:**

- Todd Hanks, Delaware County Auditor
- David Cannon, Delaware County Administrator
- Michael O'Brien, Village Administrator, Village of Sunbury
- David Brehm, Village Attorney, Village of Sunbury
- Melissa Conrath, Superintendent, Big Walnut Local School District
- Frank Reinhard, Delaware County Bank & Trust
- Pat Foor, Superintendent, Delaware Area Career Center
- Jodi Huck, Manager, Fifth-Third Bank

**Delaware County / Village of Ashley Community Reinvestment Area TIRC:**

- Todd Hanks, Delaware County Auditor
- David Cannon, Delaware County Administrator
- David Knape, Village Council, Village of Ashley
- Cheryl Friend, Village Council, Village of Ashley
- Frank Reinhard, Delaware County Bank & Trust
- Pat Foor, Superintendent, Delaware Area Career Center
- John Schiller, Superintendent, Buckeye Valley Local School District
- Jane Rutan, Delaware County Bank & Trust

**Delaware County / City of Westerville Enterprise Zone TIRC:**

- Todd Hanks, Delaware County Auditor
- David Cannon, Delaware County Administrator
- Frank Reinhard, Delaware County Bank & Trust
- Pat Foor, Superintendent, Delaware Area Career Center
- Shannon Hamons, Economic Development Coordinator, City of Westerville
- George Tombaugh, Superintendent, Westerville City School District
- Jodi Huck, Manager, Fifth-Third Bank
- Vacancy – To be named by City of Westerville

**Delaware County / Berlin / Liberty Townships Tax Increment Financing District TIRC:**

- Todd Hanks, Delaware County Auditor
- David Cannon, Delaware County Administrator
- Frank Reinhard, Delaware County Bank & Trust
- Pat Foor, Superintendent, Delaware Area Career Center
- William L. Reimer, Ph.D., Superintendent, Olentangy Local School District
- Tim McNamara, Berlin Township
- Mike Dickey, Berlin Township

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- Kim Cellar, Liberty Township
- Bonnie Goodsen, Liberty Township

Vote on Motion: Mr. Evans Aye Mr. Ward Aye Mr. Jordan Aye

RESOLUTION NO. 05-232

IN THE MATTER OF APPROVING THE LITTER COLLECTION CONTRACT BETWEEN THE BOARD OF HEALTH OF THE DELAWARE GENERAL HEALTH DISTRICT AND DELAWARE COUNTY JUVENILE COURT:

It was moved by Mr. Evans, seconded by Mr. Ward to accept the following Agreement:

Juvenile Court Referral Litter Collection

This contract made and concluded at Delaware, Ohio, by and between the Board of Health of the Delaware General Health District, hereinafter referred to as the Board, and the Delaware County Juvenile Court, hereinafter referred to as the Contractor.

WHEREAS, the Board of Health is in need of a supervised juvenile crew to provide seasonal litter collection in the Delaware County General Health District, and

WHEREAS, the Delaware County Juvenile Court, hereinafter referred to as the Contractor is qualified and willing to provide such services as may be needed by the Board, and,

THEREFORE, it is hereby mutually understood and agreed as follows:

1. The Contractor hereby agrees to provide a supervised Juvenile Court referral litter collection activity within the health district upon request, either by the Board or its duly appointed representative. Such services shall be rendered only in Delaware County General Health District, with action taken in accordance with state or local laws.

a. In addition to the provision of implementation and supervision services, the Contractor shall, when requested by the Board or its authorized representative, participate with other litter personnel employed by the Board in staff meetings and discussions for the purpose of planning and evaluating the progress of the litter collection program. Said plan(s) shall be in accordance with state and local litter rules/laws.

b. The Contractor shall prepare all required records, as provided by the Board, and shall forward all reports to the representative of the Board so that they may be incorporated into the litter records by the 1st day of the reporting months of April, July, October, and January.

c. The Contractor shall provide supervision/implementation services to equal a total of 378 hours to operate over the duration of the contract. The collection activity will be performed by a crew staffed by one supervisor, operating between the dates of March 1, 2005 and October 31, 2005.

d. Litter collection bags will be provided by the Board to the Contractor for the collection activity, as long as said expenses are obligated in accordance with the fiscal procedures of the Board. Other equipment such as safety equipment, vehicle, and related expenses will be provided by the Contractor.

2. The Contractor shall conform to all applicable agency policies including personnel qualifications and necessary background checks.

3. The Contractor shall provide verification of professional liability insurance and automobile liability insurance on a yearly basis to the Board. The Contractor shall conform to good youth supervision practices and assume the responsibility for the safety and well being and to exercise reasonable care in the supervision of assigned to the project during active involvement during the project. The Board shall be released of any liability for injury sustained by the contractor while performing services under this contract.

4. The Contractor shall provide for the safe transportation of the litter collection crew. The Contractor shall require minimum age of 21 years old, a current Ohio driver's license, a safe driving record verified by a driver's license check, and proof of motor vehicle insurance as conditions of employment for the crew supervisor. The Contractor shall also conduct a background police investigation of applicants for the crew supervisor's position.

5. The Contractor agrees to be responsible for all tax liability that accrues as a result of contracting with the Delaware General Health District. The Contractor further acknowledges that the Board has no responsibility for the tax liability of the Contractor.

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6. The Board shall advance payment to the Contractor to be administered through Juvenile Court for direct services, for the supervision of the litter collection crew activity not to exceed a total of \$7,000. Advancement shall be \$3,500 on or before March 28, 2005 and one subsequent payment of \$3,500 during the balance of the contract period.

7. Acceptance of this contract is evidence of the Contractor's intent to comply with Title VI and VII of the 1964 Civil Rights Act which prohibits discrimination because of race, sex, national origin, age, color, or handicap in any facet of his/her work except where such discrimination is a bona fide documented necessity.

8. This contract shall become effective on the 28th day of February, 2005 and shall remain in full force and effect through October 31, 2005.

This contract constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be modified, changed, or amended except in writing, signed by each of the parties. Termination by either party requires thirty (30) days written notice of intention to terminate.

The Health Commissioner was authorized to enter into this contract by resolution duly adopted by the Board on the 20th day of March 2000.

Vote on Motion                      Mr. Ward                      Aye                      Mr. Jordan                      Aye                      Mr. Evans                      Aye

**RESOLUTION NO. 05-233**

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE BOARD OF HEALTH OF THE DELAWARE GENERAL HEALTH DISTRICT AND THE DELAWARE COUNTY ADULT PROBATION OFFICE:**

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following Agreement:

**Adult Probation Referral Litter Collection**

This contract made and concluded at Delaware, Ohio, by and between the Board of Health of the Delaware General Health District, hereinafter referred to as the Board, and the Delaware County Adult Probation Office, hereinafter referred to as the Contractor.

WHEREAS, the Board of Health is in need of a supervised adult litter collection crew to provide seasonal litter collection on county and township roadways in the Delaware General Health District, and

WHEREAS, the Delaware County Adult Probation Office, hereinafter referred to as the Contractor, is qualified and willing to provide such services as may be needed by the Board, and

THEREFORE, it is hereby mutually understood and agreed as follows:

1. The Contractor hereby agrees to provide a supervised adult probation referral litter collection activity within the health district upon request, either by the Board or its duly appointed representative. Such services shall be rendered only in Delaware General Health District, with action taken in accordance with state or local laws.
2. The Contractor shall conform to all applicable agency policies including personnel qualifications. The Contractor further acknowledges that the Board has no responsibility for the tax liability of the Contractor.
3. The Contractor shall conform to good labor supervision practices and promise to exercise reasonable care in supervising individuals assigned to the project during active involvement in the project.
4. The Contractor shall provide for the safe transportation of the litter collection crew. The Contractor shall require minimum age of 21 years old, a current Ohio driver's license, a safe driving record verified by a driver's license check, and proof of motor vehicle insurance as conditions of employment for the crew supervisor. The Contractor shall also conduct a background police investigation of applicants for the crew supervisor's position.
5. In addition to the provision of implementation and supervision services, the Contractor shall, when requested by the Board or its authorized representative, participate with other litter personnel employed by the Board in staff meetings and discussions for the purpose of planning and evaluating the progress of the litter collection program. Said plan(s) shall be in accordance with state and local litter rules/laws.
6. The Board shall be released of any liability for injury sustained by the contractor while performing services under this contract.
7. The Contractor shall prepare all required records, as provided by the Board, and shall forward all reports to the representative of the Board so that they may be incorporated into the litter records by the 1st day of the

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reporting months of April, July, October, and January.

8. The Board shall advance payment to the Contractor to be administered through the Adult Probation Office for direct services, for the supervision of the litter collection crew activity not to exceed a total of \$2,500. Payment shall be \$1,500 on or before the 1<sup>st</sup> day of May, 2005, and one subsequent payment of \$1,000 during the balance of the contract period.
9. The Contractor shall provide supervision/implementation services to equal a total of 128 hours to operate over the duration of the contract. The collection activity will be performed by a crew staffed by one supervisor, operating between the 1<sup>st</sup> day of April, 2005 and the 31<sup>st</sup> day of October, 2005.
10. Litter collection bags will be provided by the Board to the Contractor for the collection activity, as long as said expenses are obligated in accordance with the fiscal procedures of the Board. Other equipment such as safety equipment, vehicle, and related expenses will be provided by the Contractor.
11. Acceptance of this contract/agreement or authorization is evidence of the Contractor's intent to comply with Titles VI and VII of the Civil Rights Act of 1964 which prohibits discrimination because of race, sex, religion, national origin, age, color, or handicap in any facet of the Contractor's operation.
12. This contract shall become effective on the 1st day of April 2005 and shall remain in full force and effect through October 31, 2005.

This contract constitutes the entire agreement between parties with respect to the subject matter hereof and may not be modified, changed, or amended except in writing, signed by each of the parties. Termination by either party requires (30) days written notice of intention to terminate.

The Health Commissioner was authorized to enter into this contract by resolution duly adopted by the Board on the 20<sup>th</sup> day of March, 2000.

Vote on Motion                      Mr. Ward                      Aye                      Mr. Jordan                      Aye                      Mr. Evans                      Aye

RESOLUTION NO. 05-234

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN THE OAKS AT HIGHLAND LAKES  
PHASE 6 AND WEDGEWOOD PARK SECITON 2 PHASES A&B :

It was moved by Mr. Evans, seconded by Mr. Ward to accept the sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

<b>Oaks at Highland Lakes Phase 6</b>	<b>1350 feet of 8 inch sewer</b>	<b>8 manholes</b>
<b>Wedgewood Park Section 2 Phases A&amp;B</b>	<b>6893 feet of 8 inch sewer</b>	
	<b>1350 feet of 10 inch sewer</b>	<b>37 manholes</b>

Vote on Motion:                      Mr. Jordan                      Aye                      Mr. Evans                      Aye                      Mr. Ward                      Aye

RESOLUTION NO. 05-235

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR BEST FRIENDS  
VETERINARY HOSPITAL :

It was moved by Mr. Ward, seconded by Mr. Evans to approve sanitary sewer plan for Best Friends Veterinary Hospital for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

Vote on Motion:                      Mr. Evans                      Aye                      Mr. Ward                      Aye                      Mr. Jordan                      Aye

RESOLUTION NO. 05-236

IN THE MATTER OF CERTIFYING TO THE COUNTY AUDITOR PRORATION OF SANITARY SEWER  
CAPACITY CHARGES FOR 1886 JEWETT ROAD:

It was moved by Mr. Evans seconded by Mr. Ward to certify the Sanitary Sewer Capacity Charges as follows:

1886 Jewett Road (31944206001000)

In the amount of \$5900.00 with \$2218.40 finance charge (pro-rated over a 10 year period) making total of

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\$8118.40 for placement on tax duplicate. Bi-annual payment being \$405.92.

Vote on Motion: Mr. Evans Aye Mr. Ward Aye Mr. Jordan Aye

**RESOLUTION NO. 05-237**

**IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR MCCAMMON ESTATES TRUNK :**

It was moved by Mr. Evans, seconded by Mr. Ward to accept the following Sanitary Subdivider's Agreement:

**SUBDIVIDER'S AGREEMENT**

**DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 28<sup>th</sup> day of February , 2005, by and between **M/I HOMES INC.** SUBDIVIDER, as evidenced by the **McCAMMON ESTATES TRUNK** Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$221,500**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements. The bond, certified check, irrevocable letter of credit, or other approved financial warranty shall remain in effect until released by the COUNTY at the completion of construction.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be replaced by the SUBDIVIDER, when in the opinion of the COUNTY, his performance is deemed inadequate.

The SUBDIVIDER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this Subdivision.

**SANITARY SEWER CONSTRUCTION**

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$26,600**, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall subtract from the above sum an amount equal to three and one-half percent (3½%) of the construction cost of the IMPROVEMENTS for plan review. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$75.00  
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted, the SUBDIVIDER shall make an additional deposits to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover a re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.



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The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- (1) "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.
- (2) an itemized statement showing the cost of IMPROVEMENTS
- (3) **a waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.**

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

Should the SUBDIVIDER become unable to carry out the provisions of this AGREEMENT, the SUBDIVIDER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this AGREEMENT.

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

Vote on Motion:            Mr. Ward            Aye            Mr. Jordan            Aye            Mr. Evans            Aye

**RESOLUTION NO. 05-238**

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND BBC& M ENGINEERING, INC FOR ENGINEERING SERVICES FOR THE CONSTRUCTION PHASE OF THE PERRY TAGGART SANITARY SEWER IMPROVEMENTS:**

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following:

**PROJECT DESCRIPTION**

We understand that the project will consist of approximately 21,500 feet of sewer main, 1300 feet of branches and 1000 feet of laterals. Delaware County representatives will provide regular construction observation and testing services. BBC&M will provide services when requested by a Delaware County Regional Sewer District representative. It is understood the construction is to be completed within 600 days and begin in November 2004.

**SCOPE OF SERVICES**

It is understood the following services could be requested: materials testing, shop drawing and calculation review, additional subsurface investigation, and/or periodic site visits. A description for each of these services follows.

**#            Materials Testing**

A Technician or Engineer will visit the site, sample materials as requested and perform testing. The testing could include: laboratory compressive strength testing of rock or concrete; other laboratory testing of soil or aggregate backfill material; field testing of concrete or soil field density testing;

and other field or laboratory testing as may be requested. The results will be reported to the Delaware County Regional Sewer District.

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# Shop Drawing and Calculation Review

A Senior Project Engineer will review shop drawings and review calculations submitted by the contractor at the request of the Delaware County Regional Sewer District.

# Additional Subsurface Investigation

Additional borings or test pit observations will be performed and a letter report provided, with recommendations, if necessary. Boring and or test pit locations will be determined based on discussion with Delaware County Regional Sewer District personnel.

# Periodic Site Visits

Periodic site visits will be provided, if requested to observe site conditions and/or to provide recommendations for support of the sewer or other construction related concerns.

# Reports

Daily logs will be completed by BBC&M field personnel and will be submitted to the Project Engineer. Formal progress reports will be prepared by the Project Engineer and will be submitted regularly, when work is performed by BBC&M.

## INVOICING

Work will be billed in accordance with the unit rates shown on the attached Unit Rates sheets. The total cost of our services will be dependent upon the construction schedule, the speed with which the various portions of the project are constructed, and the services and number of visits we are requested to provide. A "not to exceed" fee of \$15,000 is estimated at this time. If it is anticipated that the fee may be exceeded, BBC&M will contact the Delaware County Regional Sewer District and discuss modification of the Scope of Services or increasing the contract amount.

Invoices for our services will be submitted on a monthly basis and will be payable within 30 days of receipt. Prices quoted in this proposal are valid for the construction period extending 600 days from November 30, 2004. If our proposal has not been authorized and the services initiated within 6 months, BBC&M reserves the right to revise our unit rates. All work performed under this Agreement will be subject to the attached BBC&M Engineering, Inc., Terms and Conditions, Rev. 8/03, which are hereby incorporated into and made a part of this Agreement.

Vote on Motion:            Mr. Jordan            Aye            Mr. Evans            Aye            Mr. Ward            Aye

## RESOLUTION NO. 05-239

### **IN THE MATTER OF AMENDING THE PURCHASE OF CHILD CARE SERVICES CONTRACTS BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES A DEPARTMENT OF THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDER ENCHANTED CARE LEARNING CENTER:**

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

#### AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT AMENDMENT NO. 1

This amendment, effective February 10, 2005, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Enchanted Care Learning Center, 160 E. Olentangy St. entered into on the 30th day of November, 2004.

#### Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$1,000 to \$8,400.

**Further Be it Resolved,** that the Commissioners approve a Purchase Order Increase for Enchanted Care Learning Center of \$7,400.

Vote on Motion:            Mr. Evans            Aye            Mr. Ward            Aye            Mr. Jordan            Aye

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RESOLUTION NO. 05-240

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND VARIOUS CHILD CARE PROVIDERS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following contracts:

Child Care Provider	Child	Basic Rates Full Time (25 Hrs. or More)	Part Time Rates	Adjustment to Basic Rates
Brandy Riegel 9 Equestrian Way Delaware, Ohio 43015	Infant	\$2.75		None
	Toddler	\$2.75		
	Preschool	\$2.50		
	Schoolage	\$2.50		
Mary Bennett 160 White Elm Drive Delaware, Ohio 43015	Infant	\$2.06		None
	Toddler	\$2.06		
	Preschool	\$1.88		
	Schoolage	\$1.88		
Letha Delelles 158 Lofton Circle Delaware, Ohio 43015	Infant	\$2.75		None
	Toddler	\$2.75		
	Preschool	\$2.50		
	Schoolage	\$2.50		

Further be it Resolved, Purchase Orders be approved as follow:

Brandy Riegel	22411610-5348	\$7,500
Mary Bennett	22411610-5348	\$5,000
Letha Delelles	22411610-5348	\$12,500

Vote on Motion: Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-241

IN THE MATTER OF APPROVING AND AMENDMENT TO THE CONTRACT WITH THE DELAWARE COUNTY COMMISSIONERS AND THE DEPARTMENT OF JOBS AND FAMILY SERVICES AND THE COUNCIL FOR OLDER ADULTS

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

AMENDMENT TO COUNCIL FOR OLDER ADULTS CONTRACT  
0AMENDMENT NO. 3

This amendment, effective February 1, 2005, is to amend the Adult Protective Services Contract between the Delaware County Department of Job and Family Services and Council for Older Adults entered into on the 1st day of February, 2002.

This agreement shall strike Article C. 2. of the contract and amend Article C. 7. modifying the date covered by the agreement to February 1, 2005 through December 31, 2005 with a budget amount of \$44,245.

This agreement signed on the 7th day of January, 2005.

Further Be it Resolved the approval of a Purchase Order as follows

Council for Older Adults	22411606-5348	\$44,245.00
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Vote on Motion: Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO 05-242

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS, THE DEPARTMETN OF JOBS AND FAMILY SERVICES AND THE DELAWARE JOINT VOCATIONAL SCHOOL CAREER RESOURCE CENTER FOR JOB SEARCH WORKSHOPS:

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It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

This Agreement is entered into by and between the Delaware County Department of Job and Family Services (hereafter, **ADepartment@**), the Delaware County Board of Commissioners (hereafter **ACounty:**), and Delaware JVS Community Career Resource Center (hereafter **ACCRC@**).

Whereas the County has accepted State funds and needs to provide services or, contract out for services, and CCRC is willing to provide services or, contract out for services, and CCRC is willing to provide those services at an agreed-upon price, the Parties mutually agree that:

- A. CCRC will provide services for WIA/TANF-eligible participants. Services will include:
  - 1. Rotating workshops will be offered weekly to include:
    - a. Career Interests and Aptitudes;
    - b. Job Search Basics;
    - c. Resume Development and Interview Techniques.
  - 2. Three, one-hour appointments per week may be scheduled for follow-up of individuals that have participated in the workshops and need more one-on-one assistance.

All promotions, advertising, media events, and literature relative to this contract must identify Delaware County Department of Job and Family Services as a partner.
- B. The cost of CCRC services is \$405.00 per service day. Expenditures for this contract will not exceed \$8,000.
- C. The time period for this contract is from March 1, 2005 through June 30, 2005.
- D. CCRC shall submit a monthly invoice and project report to the Department. The Department agrees to review the invoices and make payment within 30 days of the receipt of the invoice, subject to appropriate modifications/corrections.
- E. CCRC understands and agrees that payment for all services provided in accordance with the provisions of this Agreement depends upon the availability of county, state and federal funds.
- F. This agreement cannot be modified except when reduced to writing and signed by all Parties.
- G. Notwithstanding section (F), in the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this Agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.
- H. CCRC agrees that the use or disclosure of any information concerning participants for any purpose not directly connected to the delivery of purchased services is prohibits.
- I. The Parties understand and agree that this written Agreement encompasses the entire understanding between the Parties, and supercedes all oral or prior agreements.
- J. CCRC agrees to hold harmless the Department, the County, and the Ohio Department of Job and Family Services from all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.
- K. CCRC agrees to maintain compliance with the state, federal, and local regulations which govern the provision of these services.
- L. The Department and CCRC agree that in the performance of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that CCRC will fully comply with all appropriate federal and state laws regarding such discrimination, and the right to and method of appeal will be made available to all persons serviced under this Agreement.
- M. This Agreement may be terminated by CCRC or the Department upon seven days written notice. Failure to honor the terms of this Agreement and/or the related state, federal, or local regulations shall result in immediate termination of this Agreement. If any of the terms of this Agreement change, CCRC must notify the Department immediately.

Further Be It Resolved that a Purchase Order be Approved as Follow:’

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			22311611-5348			\$3000.00
Vote on Motion:	Mr. Ward	Aye	Mr. Jordan	Aye	Mr. Evans	Aye

RESOLUTION NO. 05-243

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY  
COMMISSIONER, THE DEPARTMENT OF JOBS AND FAMILY SERVICES AND JOBS FOR OHIO  
GRADUATES :

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

This Agreement is entered into by and between the Delaware County Department of Job and Family Services (hereafter, **Department**), the Delaware County Board of Commissioners (hereafter **County**), and Jobs for Ohio Graduates (hereafter **JOG**).

Whereas the County has accepted State funds and needs to provide services or, contract out for services, and JOG is willing to provide those services at an agreed-upon price, the Parties mutually agree that:

- A. Services will include a variety of educational, leadership, and support service activities for eligible youth/young adults ages 14-21.
- B. Expenditures for project operation costs under this contract will not exceed \$12,000.
- C. The time period for this contract is from March 1, 2005 through June 30, 2005.
- D. JOG shall submit a monthly invoice and project report to the Department. The Department agrees to review the invoices and make payment within 30 days of the receipt of the invoice, subject to appropriate modifications/corrections.
- E. JOG understands and agrees that payment for all services provided in accordance with the provisions of this Agreement depends upon the availability of county, state and federal funds.
- F. This agreement cannot be modified except when reduced to writing and signed by all Parties.
- G. Notwithstanding section (F), in the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this Agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.
- H. JOG agrees that the use or disclosure of any information concerning participants for any purpose not directly connected to the delivery of purchased services is prohibits.
- I. The Parties understand and agree that this written Agreement encompasses the entire understanding between the Parties, and supercedes all oral or prior agreements.
- J. JOG agrees to hold harmless the Department, the County, and the Ohio Department of Job and Family Services from all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.
- K. JOG agrees to maintain compliance with the state, federal, and local regulations which govern the provision of these services.
- L. The Department and JOG agree that in the performance of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that JOG will fully comply with all appropriate federal and state laws regarding such discrimination, and the right to and method of appeal will be made available to all persons serviced under this Agreement.
- M. This Agreement may be terminated by JOG or the Department upon seven days written notice. Failure to honor the terms of this Agreement and/or the related state, federal, or local regulations shall result in immediate termination of this Agreement. If any of the terms of this Agreement change, JOG must notify the Department immediately.

Further Be It Resolved that a Purchase Order be Approved as Follows:

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Jobs for Ohio Graduates	22411603-5348	\$5,000.00
	22411611*5348	\$7,000.00

Vote on Motion: Mr. Evans Aye Mr. Ward Aye Mr. Jordan Aye

RESOLUTION NO. 05-244

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY  
COMMISSIONERS AND THE DEPARTMENT OF JOBS AND FAMILY SERVICES AND OSBORNE  
CONSULTING

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

This Agreement is entered into by and between the Delaware County Department of Job and Family Services (hereafter, ~~A~~Department@), the Delaware County Board of Commis sioners (hereafter ~~A~~County:), and Osborn Consulting (hereafter ~~A~~Osborn Consulting@).

Whereas the County has accepted State funds and needs to provide services or, contract out for services, and Osborn Consulting is willing to provide services or, contract out for services, and Osborn Consulting is willing to provide those services at an agreed-upon price, the Parties mutually agree that:

- A. Osborn Consulting will provide services for WIA/TANF-eligible participants. The program and services will provide workshops and individual sessions to help dislocated workers deal with challenges associated with being suddenly unemployed. Services will include:
- 1. Employee in Transition workshop;
  - 2. Moving Through Change Network Group;
  - 3. Individual Sessions.
  - 4. Family Night Programs
  - 5. Retirement Workshops
  - 6. Onsite Services Orientation
- B. The cost of Osborn Consulting services is:
- |                                      |          |                        |
|--------------------------------------|----------|------------------------|
| Employees in Transition Workshop     | \$625.00 | per workshop           |
| Moving Through Change Network Groups | \$175.00 | per group session      |
| Individuals Sessions                 | \$ 75.00 | per individual session |
| Family Night Programs                | \$200.00 | per session            |
| Retirement Workshops                 | \$350.00 | per session            |
| Onsite Services Orientation          | \$100.00 | per hour               |
- The total cost of the contract shall not exceed \$8,000.
- C. The time period for this contract is from March 1, 2005 through June 30, 2005.
- D. Osborn Consulting shall submit a monthly invoice and project report to the Department. The Department agrees to review the invoices and make payment within 30 days of the receipt of the invoice, subject to appropriate modifications/corrections.
- E. Osborn Consulting understands and agrees that payment for all services provided in accordance with the provisions of this Agreement depends upon the availability of county, state and federal funds.
- F. This agreement cannot be modified except when reduced to writing and signed by all Parties.
- G. Notwithstanding section (F), in the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this Agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.
- H. Osborn Consulting agrees that the use or disclosure of any information concerning participants for any purpose not directly connected to the delivery of purchased services is prohibits.
- I. The Parties understand and agree that this written Agreement encompasses the entire understanding between the Parties, and supercedes all oral or prior agreements.
- J. Osborn Consulting agrees to hold harmless the Department, the County, and the Ohio Department of Job and Family Services from all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.
- K. Osborn Consulting agrees to maintain compliance with the state, federal, and local regulations which

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govern the provision of these services.

- L. The Department and Osborn Consulting agree that in the performance of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that Osborn Consulting will fully comply with all appropriate federal and state laws regarding such discrimination, and the right to and method of appeal will be made available to all persons serviced under this Agreement.
- M. This Agreement may be terminated by Osborn Consulting or the Department upon seven days written notice. Failure to honor the terms of this Agreement and/or the related state, federal, or local regulations shall result in immediate termination of this Agreement. If any of the terms of this Agreement change, Osborn Consulting must notify the Department immediately.

Further Be It Resolved that a Purchase Order be Approved for the following

Osborn Consulting	22311611-5348	\$8,000.00
Vote on Motion:	Mr. Ward      Aye      Mr. Jordan      Aye      Mr. Evans      Aye	

RESOLUTION NO. 05-245

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY  
COMMISSIONERS, THE DEPARTMENT OF JOBS AND FAMILY SERVICES AND JUVENILE COURT

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following:

PURCHASE OF SERVICE CONTRACT  
BETWEEN THE DELAWARE COUNTY  
DEPARTMENT OF JOB AND FAMILY SERVICES  
AND  
DELAWARE COUNTY JUVENILE COURT

This Contract is made and entered into on the 1st day of February, 2005 between Delaware County Department of Job and Family Services a department of the Delaware County Commissioners, hereinafter referred to as "DCDJFS" and the DELAWARE COUNTY JUVENILE COURT hereinafter referred to as AJUVENILE COURT@

1. **PURPOSE OF CONTRACT:** The purpose of this Contract is to outline the Programmatic and Fiscal relationships between the DCDJFS and JUVENILE COURT for support of the School Liaison Program. The program meets TANF goal three: Prevent and reduce the incidence of out-of-wedlock pregnancies...
2. **AGREEMENT PERIOD:** This Contract will be effective from February 1, 2005 through June 30, 2005 inclusive, unless otherwise terminated.
3. **LIMITATION OF SOURCE OF FUNDS:** Provider warrants that any costs incurred pursuant to this Contract will not be allowable to, or included as a cost of any other federally financed program in either the current or a prior period.
4. **FINANCIAL AGREEMENT:** Subject to the terms and conditions set forth in this Contract, the DCDJFS agrees to reimburse the JUVENILE COURT for actual costs for School Liaison services. Said reimbursement shall not exceed \$10,000.
5. **INDEPENDENT CONTRACTORS:** Providers, agents and employees of the provider will act in performance of this Contract in an independent capacity, and not as officers or employees or agents of the State of Ohio, the DCDJFS, or Delaware County Board of Commissioners or Delaware County.
6. **INFORMATION REQUIREMENTS:** JUVENILE COURT will provide information necessary to meet the specific fiscal and program requirements contained in the contract. This would include a year end report of services provided and outcomes achieved.
7. **SERVICE DELIVERY RECORDS:** The JUVENILE COURT shall maintain records of services provided under this contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
8. **DUPLICATE BILLING/OVERPAYMENT:** JUVENILE COURT warrants that claims made to DCDJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do

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not duplicate claims made by provider to other sources of funds for the same service. In the case of overpayments, the JUVENILE COURT agrees to repay the DCDJFS the amount entitled.

9. **FINANCIAL RECORDS:** The JUVENILE COURT shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.

10. **AVAILABILITY AND RETENTION OF RECORDS:** JUVENILE COURT shall maintain and preserve all financial, programs/services delivery and eligibility determination records related to this Contract, including any other documentation used in the administration of the programs, in its possession for a period of three (3) years from the date of the submission of DCDJFS's final expenditure report, and/or will assure the maintenance of such for a period of time in the possession of any third party performing work related to this Contract unless otherwise directed by the DCDJFS.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, JUVENILE COURT shall retain the records until the completion of the action and all issues which arise from it or until the end of the three (3) year period, whichever is later.

11. **RESPONSIBILITY FOR INDEPENDENT AUDIT:** JUVENILE COURT agrees to, if required by the director of DCDJFS on the basis of evidence of misuse or improper accounting of funds or service delivery records for which the provider is responsible, have conducted an independent audit of expenditures and records of service delivery and make copies of the audit available to the DCDJFS. Any and all costs of such an independent audit shall be the sole responsibility of the JUVENILE COURT

12. **RESPONSIBILITY OF AUDIT EXCEPTIONS:** JUVENILE COURT agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate County, State or Federal Audit and the Independent Audit described in Section 11 related to the provisions of services under this Contract.

The JUVENILE COURT agrees to reimburse the DCDJFS and the County the amount of any Audit Exception designated by appropriate County, State, Federal and Independent Audit.

13. **SAFEGUARDING OF CLIENT:** JUVENILE COURT and DCDJFS agree that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the DCDJFS or JUVENILE COURT responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.

14. **CIVIL RIGHTS:** DCDJFS and JUVENILE COURT agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

15. **FAIR HEARING:** DCDJFS is responsible for fulfilling responsibilities relative to It Takes Two participants appeal and state hearings in accordance with State Regulations. The JUVENILE COURT and its Providers, agents, etc. shall be under the direction of the DCDJFS, assist in the informational gathering and support process related to the state hearing process.

16. **LIABILITY REQUIREMENTS:** (Other than audit) To the extent permitted by law, each agency agrees to hold the other agency harmless from liability suits, losses, judgements, damages, or other demands brought as a result of its actions or omissions in performance of this Contract. However, in the event that an agency is subject to liability, suits, losses, judgements, damages or other demands which are due to the acts or omissions of the other agency, the other agency will not be held harmless to the extent permitted by law.

17. **TERMINATION:** This Contract shall terminate automatically if the provider fails to meet all licensing requirements imposed by law. This Contract may also be terminated at any time upon ten (10) days' written notice by either party. In the event that federal funding is no longer available for this programs, therefore, requiring changes of termination for this reason will be effective on the date that the reimbursement is no longer available.



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- 18. **AMENDMENT OF AGREEMENT:** This Agreement may be amended at any time by a written amendment signed by all parties.
- 19. **PARTIAL INVALIDITY:** A judicial or administrative funding order or decision that any part of this Contract is illegal or invalid shall not invalidate the remainder of the Contract.
- 20. **PUBLICITY:** In any publicity release or other public reference, including media release, information pamphlets, etc. on the services provided under this Contract, it will be clearly stated that the project is partially funded by ODJFS, through the Delaware County Commissioners and the DCDJFS.
- 21. **ACCESSIBILITY OF Programs TO HANDICAPPED:** The JUVENILE COURT agrees as a condition of the Contract to comply with 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. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.
- 22. **DRUG-FREE WORKPLACE:** The JUVENILE COURT certifies and affirms that, as applicable to the DCDJFS, any staff, subcontractor and/or independent contractor, including all field staff, agree to comply with all applicable state and federal laws regarding a drug-free workplace.

Vote on Motion:                    Mr. Jordan                    Mr. Evans                    Mr. Ward

RESOLUTION NO. 05-246

IN THE MATTER OF APPROVING ADDITIONAL SPACE AGREEMENT FOR THE DELAWARE-UNION  
EDUCATIONAL SERVICE CENTER:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

Whereas, the Delaware-Union Educational Service Center has been located in properties owned by the Delaware County Joint Vocational School District, located at 4565 Columbus Pike; and

Whereas, Delaware and Union Counties have previously been responsible for providing space for the Education Service Center; and

Whereas, House Bill 94, enacted on September 5, 2001 provides for a gradual phase-out of this mandate on counties; and

Whereas, Delaware County Board of Commissioners agreed to the phase-out of lease space of 3,500 square feet by resolution no. 02-407 dated March 25, 2002; and

Whereas, the Delaware-Union Educational Service Center has requested the addition of 644 square feet starting March 1, 2005;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY that the Board of Commissioners will continue to allow the Delaware-Union Educational Service Center to reside in the Delaware County Joint Vocational School District, with the agreement of said school district, located at 4565 Columbus Pike for the remainder of the phase-out period with the following terms.

The Delaware-Union Educational Service Center currently leases approximately 4,144 square feet of space from the Delaware County Joint Vocational School District. The lease agreement between the Delaware-Union Educational Service Center and the Delaware County Joint Vocational School District allows for the use of common areas as defined in the lease agreement dated October 11, 2001.

The base cost per square foot to be utilized by the Delaware-Union Educational Service Center is calculated at \$8.71. This includes only the 4,144 square feet as assigned by the Delaware County Joint Vocational School District, and does not include any of the common areas.

The lease agreement between the Delaware-Union Educational Service Center and the Delaware County Joint Vocational School District stipulates that the Delaware County Joint Vocational School District shall be responsible for all utilities except long-distance service.

The Delaware County Joint Vocational School District shall be responsible for the taxes and all assessments on the property.

The cost of the lease agreement over the remainder of the five-year phase-out is as follows:

2004/2005    2005/2006    2006/2007

Vote on Motion:                      Mr. Jordan                      Mr. Evans                      Mr. Ward

**Total Bid Amount** **\$255,100**

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2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Bid Documents.

ARTICLE 3

3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or *before*

▪ Commencement of Site Utilities	08/30/2004
▪ Men’s Rec Yard (Cells) Completion	09/24/2004
▪ Male Dorm Building Pad Prep Complete	10/13/2004
▪ Female Dorm Building Pad Prep Complete	10/21/2004
▪ Intake/Booking Demolition Start	11/17/2004
▪ Footing Installation Complete Male Dorm	11/22/2004
▪ Masonry Bearing walls to Roof Bearing – Female Dorm	11/22/2004
▪ Precast Corridor 47 Deliver/Install	11/23/2004
▪ Kitchen Renovation Start	11/10/2004
▪ Roof Top unit delivery – Female Dorm	12/09/2004
▪ Kitchen Renovation Completion	12/15/2004
▪ Roofing Complete – Female Dorm	12/16/2004
▪ Start existing Jail security electronics upgrade	12/31/2004
▪ Masonry Bearing walls to 2 <sup>nd</sup> Floor Bearing – Male Dorm	01/03/2005
▪ Female Dormitory Substantial Completion	02/25/2005
▪ Intake/Booking Substantial Completion	03/15/2005
▪ Existing Jail Security Electronics Upgrade Substantial Completion	04/01/2005
▪ Masonry Bearing walls to Roof Bearing – Male Dorm	03/14/2005
▪ Roof Top Unit Deliver – Male Dorm	04/05/2005
▪ Medical & Isolation Renovation Start	04/12/2005
▪ Roofing Complete – Male Dorm	04/25/2005
▪ Permanent Electric – Male Dorm	05/02/2005
▪ Male Dorm Under Temporary Temperature Control	05/23/2005
▪ Medical & Isolation Substantial Completion	08/09/2005
▪ Substantial Completion for all Bid Packages and Male Dorm	08/12/2005
▪ Completion of all Associates Prepared Punch List Items	09/08/2005
▪ Project Turnover, Owner Move-In All Bid Packages	09/29/2005

unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.

3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed upon the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.

3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date set forth in Section 3.1, in addition to other remedies at law and as set forth in the Bid Documents, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Bid Documents.

3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1. To \$50,000	\$ 150.
More than \$50,000 to \$150,000	\$ 250.
More than \$150,000 to \$500,000	\$ 500.
More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

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ARTICLE 4

- 4.1 The Bid Documents shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.
- 4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.
- 4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Bid Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

ARTICLE 5

- 5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Bid Documents shall be valid and enforceable unless the Delaware County Board of Commissioners first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon execution by the Delaware County Board of Commissioners.

ARTICLE 6

- 6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract which may be introduced in evidence or used for any other purpose without production of any other counterparts.

Vote on Motion: Mr. Evans Aye Mr. Ward Aye Mr. Jordan Aye

RESOLUTION NO. 05-248

IN THE MATTER OF APPROVING A CONTRACT WITH VALLEY SECURITY COMPANY FOR BID PACKAGE SEVEN (DETENTION EQUIPMENT) FOR THE DELAWARE COUNTY JAIL, DELAWARE, OHIO:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following:

DELAWARE COUNTY BOARD OF COMMISSIONERS

CONTRACT

This Contract made by and between:

Valley Security Company  
88 Riverwood Drive  
Oswego, IL 60543-9141

(the “Contractor”) and the Delaware County Board of Commissioners (the “Owner”).

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

ARTICLE 1

- 1.1 The Contractor shall perform the entire work described in the Bid Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Bid Documents, for:

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**Bid Package Seven – DETENTION EQUIPMENT**  
**New Dormitory and Jail Renovations for the Delaware County Jail**  
**844 US 42 North**  
**Delaware, Ohio 43015**

ARTICLE 2

2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Bid Documents, the amount of Five Hundred Forty-four Thousand Nine Hundred Sixty Dollars (\$544,960), based upon the Bid Form, dated August 31, 2004 submitted by the Contractor.

*\$ 536,735 Base Bid*  
*\$ 8,225 Alternate A1*

*Total Bid Amount                      \$544,960*

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Bid Documents.

ARTICLE 3

3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or *before*

▪ Commencement of Site Utilities	08/30/2004
▪ Men’s Rec Yard (Cells) Completion	09/24/2004
▪ Male Dorm Building Pad Prep Complete	10/13/2004
▪ Female Dorm Building Pad Prep Complete	10/21/2004
▪ Intake/Booking Demolition Start	11/17/2004
▪ Footing Installation Complete Male Dorm	11/22/2004
▪ Masonry Bearing walls to Roof Bearing – Female Dorm	11/22/2004
▪ Precast Corridor 47 Deliver/Install	11/23/2004
▪ Kitchen Renovation Start	11/10/2004
▪ Roof Top unit delivery – Female Dorm	12/09/2004
▪ Kitchen Renovation Completion	12/15/2004
▪ Roofing Complete – Female Dorm	12/16/2004
▪ Start existing Jail security electronics upgrade	12/31/2004
▪ Masonry Bearing walls to 2 <sup>nd</sup> Floor Bearing – Male Dorm	01/03/2005
▪ Female Dormitory Substantial Completion	02/25/2005
▪ Intake/Booking Substantial Completion	03/15/2005
▪ Existing Jail Security Electronics Upgrade Substantial Completion	04/01/2005
▪ Masonry Bearing walls to Roof Bearing – Male Dorm	03/14/2005
▪ Roof Top Unit Deliver – Male Dorm	04/05/2005
▪ Medical & Isolation Renovation Start	04/12/2005
▪ Roofing Complete – Male Dorm	04/25/2005
▪ Permanent Electric – Male Dorm	05/02/2005
▪ Male Dorm Under Temporary Temperature Control	05/23/2005
▪ Medical & Isolation Substantial Completion	08/09/2005
▪ Substantial Completion for all Bid Packages and Male Dorm	08/12/2005
▪ Completion of all Associates Prepared Punch List Items	09/08/2005
▪ Project Turnover, Owner Move-In All Bid Packages	09/29/2005

unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.

3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed upon the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.

3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date set forth in Section 3.1, in addition to other remedies at law and as set forth in the Bid Documents, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages, the applicable amount as set

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forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Bid Documents.

3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1. To \$50,000	\$ 150.
More than \$50,000 to \$150,000	\$ 250.
More than \$150,000 to \$500,000	\$ 500.
More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

ARTICLE 4

- 4.1 The Bid Documents shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.
- 4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.
- 4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Bid Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

ARTICLE 5

- 5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Bid Documents shall be valid and enforceable unless the Delaware County Board of Commissioners first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon execution by the Delaware County Board of Commissioners.

ARTICLE 6

- 6.1 This Contract has been executed in several counterparts, each of which shall Constitute a complete original Contract which may be introduced in evidence or used for any other purpose without production of any other counterparts.

Vote on Motion: Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-249

IN THE MATTER OF APPROVING A CONTRACT WITH SCHINDLER ELEVATOR CORPORATION FOR  
BID PACKAGE SEVENTEEN (ELEVATORS) FOR THE DELAWARE COUNTY JAIL, DELAWARE, OHIO:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

DELAWARE COUNTY BOARD OF COMMISSIONERS

CONTRACT

This Contract made by and between:

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Schindler Elevator Corp.  
3607 Interchange Rd.  
Columbus, OH 43204

(the “Contractor”) and the Delaware County Board of Commissioners (the “Owner”).

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

ARTICLE 1

- 1.1 The Contractor shall perform the entire work described in the Bid Documents as necessary to produce the results intended by the Bid Documents, for:

Bid Package Seventeen – ELEVATORS  
New Dormitory and Jail Renovations for the Delaware County Jail  
844 US 42 North  
Delaware, Ohio 43015

ARTICLE 2

- 2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Bid Documents, the amount of Ninety-two Thousand Eight Hundred Dollars (\$92,800), based upon the Bid Form, dated November 23, 2004 submitted by the Contractor.

Total Bid Amount \$92,800

- 2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Bid Documents.

ARTICLE 3

- 3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before

▪ Commencement of Site Utilities	08/30/2004
▪ Men’s Rec Yard (Cells) Completion	09/24/2004
▪ Male Dorm Building Pad Prep Complete	10/13/2004
▪ Female Dorm Building Pad Prep Complete	10/21/2004
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▪ Precast Corridor 47 Deliver/Install	11/23/2004
▪ Kitchen Renovation Start	11/10/2004
▪ Roof Top unit delivery – Female Dorm	12/09/2004
▪ Kitchen Renovation Completion	12/15/2004
▪ Roofing Complete – Female Dorm	12/16/2004
▪ Start existing Jail security electronics upgrade	12/31/2004
▪ Masonry Bearing walls to 2 <sup>nd</sup> Floor Bearing – Male Dorm	01/03/2005
▪ Female Dormitory Substantial Completion	02/25/2005
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▪ Roofing Complete – Male Dorm	04/25/2005
▪ Permanent Electric – Male Dorm	05/02/2005
▪ Male Dorm Under Temporary Temperature Control	05/23/2005
▪ Medical & Isolation Substantial Completion	08/09/2005
▪ Substantial Completion for all Bid Packages and Male Dorm	08/12/2005
▪ Completion of all Associates Prepared Punch List Items	09/08/2005
▪ Project Turnover, Owner Move-In All Bid Packages	09/29/2005

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unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.

- 3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed upon the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.
- 3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date set forth in Section 3.1, in addition to other remedies at law and as set forth in the Bid Documents, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Bid Documents.
- 3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Dollars Per Day</u>
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More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

ARTICLE 4

- 4.1 The Bid Documents shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.
- 4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.
- 4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Bid Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

ARTICLE 5

- 5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Bid Documents shall be valid and enforceable unless the Delaware County Board of Commissioners first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon execution by the Delaware County Board of Commissioners.

ARTICLE 6

- 6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract which may be introduced in evidence or used for any other purpose without production of any other counterparts.

Vote on Motion: Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye



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There being no further business the meeting adjourned.

\_\_\_\_\_  
Glenn A. Evans

\_\_\_\_\_  
Kristopher W. Jordan

\_\_\_\_\_  
James D. Ward

\_\_\_\_\_  
Letha George, Clerk to the Commissioners