

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 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

1. Larry Fisher presented the Commissioners the closeout information on the January 2005 FEMA Flooding compensation. 38 County individuals received assistant.
2. Delaware City Councilman Jim Moore asked the Commissioners to work with the Northwest Neighbor Association on their complaints on the Adult Parole Authority. Look for a long-term solution.
3. Today is take your “child to work day”.
Commissioner Evans’ Granddaughter, Whitney Collins is accompanying him today.
Reporter Bonnie Butcher is being accompanied by her son Blane.

Refer to the CD of the Official Minutes for complete comments.

RESOLUTION NO. 05-492

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 25, 2005 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the resolutions and records of the proceedings from regular meeting held April 25, 2005 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 05-493

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0427 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0427:

It was moved by Mr. Ward, seconded by Mr. Evans to approve payment of warrants in batch numbers CMAPR0427, memo transfers in batch numbers MTAPR0427 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO’s			
Results Engineering LLC	Licenses for Onbase	40111402-5410	\$ 10,080.00
County Commissioners Assoc.	Workers Compensation Premium	75110902-5370	\$ 17,626.79
Increases			
BP Products	Fuel for Vehicles	65211919-5228	\$ 10,000.00
BP Products	Fuel for Vehicles	65211905-5228	\$ 10,000.00
Vouchers			
Nancy E. Schuler	Bldg/Rental May/Taxes 137 N. Sandusky	10011105-533533502	\$ 6,776.12
US Postal Service	Postage for Quarterly Billing	65211919-5331	\$ 6,000.00
Quality Control Inspection	Inspection for Various Areas	65111904-5301	\$ 22,454.30
Camp Dresser & McKee	Contract for Sewer/Master Plan	65211919-5410	\$ 36,203.52
Kokomo Academy	Residential Treatment	22511608-5342	\$ 5,456.00
New Horizons (Dublin)	Tuition	22311611-5350	\$ 7,000.00
Statewide Ford	Replacement Cruiser(Insurance)	60111901-5370	\$ 12,825.00
City of Delaware	First quarter 2005 Medic Runs	10011303-5345	\$ 119,743.89
Safety Solutions, Inc.	3MBreath-Easy w/Accessories	21511309-5238	\$ 8,608.00
Ohio Dept Job and Family		10011108-537037070	\$ 8,799.71
Kindercare Neverland	Day Care	22411610-5348	\$ 12,716.00
AEP	Utility	10011105-5338	\$ 11,496.08
Memo Transfer Voucher			
From	To		
Facilities	Engineers	Utilities CCAO Gas	\$ 13,054.79
10011105-5338	29214001-5338		
Job and Family Services	Family Childrens First Council	Help Me Grow	\$ 10,921.00
22411601-5301	70161607-4501		

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

RESOLUTION NO. 05-494

IN THE MATTER OF SETTING DATE AND TIME FOR A PUBLIC HEARING #2 TO CONSIDER THE FUNDING OF PUBLIC ROADWAY/INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE PLANNED AMERICAN SHOWA, INC. EXPANSION PROJECT AND POSSIBLE INCLUSION OF THE PROPOSED OBERFIELD’S, INC. EXPANSION PROJECT, IN THE VILLAGE OF SUNBURY:

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

Whereas, a public hearing will be held on **Monday, May 9, 2005, at 9:45 am** in the County Commissioners Office located at 101 North Sandusky Street in Delaware, Ohio.

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

RESOLUTION NO. 05-495

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR GIS DEPARTMENT:

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

Supplemental Appropriation		AMOUNT
20110106-5450	REA GIS/Machinery & Equipment	\$14,370.00
20110106-5250	REA GIS/Server	\$4,900.00

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

RESOLUTION NO. 05-496

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND NATIONAL CITY BANK FOR PROCUREMENT CARD SERVICES:

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

MASTER TREASURY MANAGEMENT SERVICES AGREEMENT

NATIONAL CITY BANK (“National City”) and DELAWARE COUNTY (“Client”) are entering into a Master Treasury Management Services Agreement (the “Master Agreement”), consisting of the following general terms and conditions (these “General Terms and Conditions”), the Software Addendum attached hereto, and product guides (“Product Guides”) for the treasury management services selected by Client on a Master Selection Sheet from time to time (“Services”), as of this 28th day of April 2005.

Client and National City, intending to be legally bound, hereby agree as follows:

- Services; Accounts.** National City will provide one or more Services in connection with designated deposit accounts (the “Accounts”) maintained by Client at National City and/or banking affiliates of National City (“Affiliates”) from time to time. The Accounts are and continue to be governed by Account rules, agreements, disclosures, and other documents as may be in effect from time to time in connection with the Accounts (collectively, the “Account Rules”), except as expressly provided in the Master Agreement. Client agrees to comply with all rules, regulations, and procedures set forth in product manuals and related materials furnished by National City from time to time in connection with the Services.
- Client Representations.** Client represents that it will use the Services only for its own internal and proper business purposes and will not sell, lease, or otherwise provide, directly or indirectly, any of the Services or any portion thereof to any third party, except as may be specifically authorized in a Product Guide. Client further represents and agrees that it will perform its obligations under the Master Agreement in accordance with all applicable laws and regulations, including, without limitation, those administered by the United States Office of Foreign Assets Control (OFAC).
- Information; Instructions.** Client will provide Account information and other necessary processing instructions to National City in a form acceptable to National City in order to enable National City to provide the Services. Client agrees to use its best efforts to ensure that all such information and instructions provided to National City by or on behalf of Client are accurate and complete and have not been modified by deletion or other alteration. National City is not responsible for delays and errors caused by Client’s failure to provide National City with such information and/or instructions on a timely basis or caused by inaccurate, incomplete, garbled, or otherwise unprocessable information and/or instructions.
- Additional Information.** Client will supply any information National City may reasonably request

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evidencing any individual's authority to take any action contemplated under the Master Agreement. National City shall be entitled to rely upon any written, oral, or electronic notice or communication believed by it in good faith to be genuine and to have been signed or given by an authorized individual, and any such communication shall be deemed to have been signed or given by Client. Except as otherwise expressly provided for in a Product Guide, National City shall not be required to act upon any notice or communication received from Client, or to provide any notice or communication to Client with respect to any matter.

5. **Security Devices; Responsibility.** National City may, from time to time, provide or assign to Client security procedures, personal identification numbers ("PINs"), initial and replacement passwords, physical security devices, telephone numbers, and other confidential codes (collectively, "Security Devices"). Client shall control the distribution and safekeeping of, and access to, all Security Devices. Client shall promptly notify National City of any breach of security involving any Security Devices, including without limitation, the actual or suspected misuse, loss, misplacement, or unauthorized disclosure thereof. Client shall be solely responsible for any transactions resulting from Client's failure to control the distribution and safekeeping of, and access to, any Security Devices. Any information and/or instructions accompanied by an appropriate Security Device will be deemed to have been made by Client.

6. **Electronic Recording.** If a dispute arises between Client and National City with respect to one or more terms of any transaction initiated, amended, or confirmed by telephonic communication, then any electronic recording of the telephonic communication maintained by National City in the ordinary course of business shall be conclusive as to the terms of the transaction in dispute.

7. **Compensation.** Client shall compensate National City for its performance of the Services at the rates agreed to by the parties at the time the Services are selected; provided, however, that National City shall have the right to modify its rates for each Service upon at least thirty (30) days prior notice to Client. Client shall be responsible for any and all applicable federal, state, and local taxes related to said compensation and the performance of Services including, without limitation, sales, use, value added, and gross receipts taxes, but excluding taxes based on National City's income.

8. **Notification.** Except as otherwise provided in a Product Guide, Client must review periodic Account statements and other advices received from National City and report any discrepancy or unauthorized transaction to National City in writing within thirty (30) calendar days from the date the statement or other advice containing such discrepancy or unauthorized transaction is mailed or otherwise made available to Client by National City. If Client fails to do so, Client shall be precluded from asserting any discrepancy or unauthorized transaction contained therein, and National City shall be relieved of liability for any such discrepancy or unauthorized transaction, including any loss of interest in connection therewith. Client and National City agree that this provision shall have no effect on Client's obligation to review each Account statement and report alterations, unauthorized signatures, unauthorized endorsements, and any other errors to National City in accordance with the Account Rules.

9. **Available Funds.** Client agrees to maintain available funds on deposit at all times in the Accounts sufficient in amount to cover in full all outgoing funds transfers which are effected in connection with any of the Services and Client's other payment or reimbursement obligations to National City in connection with the Services. In the event Client fails to maintain available funds on deposit, National City may refuse to effect any outgoing funds transfers from the applicable Account and/or refuse to provide the Services to which such payment or reimbursement relates until sufficient funds are deposited or payment or reimbursement is received by National City. National City shall have the right without prior notice or demand to charge any of the Accounts to obtain payment of any amount due and payable to it. In the event there are insufficient available funds in the Accounts to cover these transfers and/or obligations, Client agrees to pay for such obligations upon demand by immediate delivery of available funds and further agrees that National City may, at its option, (a) overdraw Client's Accounts and charge Client for the use of the funds or (b) charge any deposit account maintained by Client at National City or any Affiliate to obtain such funds.

10. **Client Hardware and Software.** Client will provide and maintain, and shall be solely responsible for, hardware, software programs ("Software"), and/or delivery channels, including, without limitation, internet service providers, not supplied or specified by National City. In addition, Client shall be solely responsible to ensure that any such hardware and/or software conforms to the standards established by National City from time to time.

11. **Software Addendum.** Some of the Services provided by National City hereunder require Client to use Software made available by National City. The rights, duties, and obligations of National City and Client with respect to any such Software are set forth in the Software Addendum attached to these General Terms and Conditions and incorporated herein by reference.

12. **No Warranties.** NATIONAL CITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PROVIDED BY NATIONAL CITY OR THE USE OF THE RECOMMENDED HARDWARE AND/OR SOFTWARE IN CONNECTION THEREWITH.

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13. **Liabilities; Indemnification.** National City shall be required to perform only the Services which it has expressly agreed to provide and shall be liable only for losses or damages caused by its failure to exercise ordinary care in the performance of the Services. National City shall not be responsible for Client's acts or omissions or those of any other person, including, without limitation, any Federal Reserve Bank or transmission or communications facility or any other non-affiliated financial institution, and no such party shall be deemed to be National City's agent. Client and National City agree that National City's liability, if any, for loss of interest on any funds transfer shall be calculated by using the rate of interest, as reasonably determined by National City, payable by National City for the purchase of "federal funds" at the time or times in question on a daily overnight basis. Client shall reimburse and indemnify National City and hold National City harmless from and against any and all losses, damages, expenses (including reasonable attorneys' fees), fines, and penalties arising from, and shall defend National City in connection with, any and all claims, actions, and suits brought by third parties in connection with any of the Services provided to Client, unless the sole basis for such claim, action, or suit is National City's gross negligence or willful misconduct. In any event, National City shall not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses (including attorneys' fees) in connection with any of the Services, even if National City has knowledge of the possibility thereof. This provision shall survive the termination of the Master Agreement.

14. **Foreign Transactions.** As to any U.S. dollar amount which is payable in a foreign country, National City does not guarantee that its correspondents or agents can or will make payment in U.S. dollars, nor does National City guarantee that there will not be a charge made by some other bank or other entity in connection therewith. Client agrees that neither National City nor its correspondents or agents shall be liable for any loss or damage due to errors, omissions, delays, loss, or destruction in or through the mail, telegraph, or cable of any country. In addition, National City shall not be responsible for the acts or omissions of any of its correspondents, sub-agents, or other agencies employed in making the payment requested. All tracers of non-receipt, late receipt, or of any other type are subject to National City's ordinary charges and to charges, if any, of its correspondents or agents.

15. **Force Majeure.** National City shall have no liability and shall be excused from any act, failure to act, or delay in acting if such act, failure, or delay is caused in whole or in part by orders or restraints of any kind of the government of the United States of America or any other country or of any state or other political subdivision and their respective departments, agencies, and/or officials, interruption of transmission or communications facilities, equipment failure, war, emergency conditions, acts of God, fire, labor disputes, power failures, acts or omissions of civil authority, civil disturbance, severe weather conditions, any present or future rules and regulations of any governmental authority, or any similar or dissimilar cause beyond National City's control, so long as National City makes a reasonable effort to remove or avoid the effects thereof; provided, however, that the settlement of labor disputes shall be in the sole discretion of National City.

16. **Assignment.** Client may not assign the Master Agreement, or any of its rights, duties, or obligations under the Master Agreement, including, without limitation, Client's rights as a sublicensee of Software, without the prior written consent of National City, and any attempted assignment without such consent shall be null and void; provided, however, that Client may assign its rights, duties, and obligations under the Master Agreement, in whole but not in part, to a subsidiary or affiliate of Client without the prior written consent of National City, so long as Client remains fully liable hereunder. National City may assign the Master Agreement or any of its rights, duties, or obligations under the Master Agreement, without the prior written consent of Client.

17. **Subcontractors.** National City may perform some or all of the Services hereunder through one or more subcontractors, provided that the hiring of any subcontractor to perform the Services hereunder shall not modify National City's obligations to cause the Services to be provided hereunder. All references in the Master Agreement to National City include National City acting through its subcontractors and any subcontractor's performance hereunder shall be deemed performance by National City.

18. **Independent Contractor.** National City will perform the Services as an independent contractor. Nothing in the Master Agreement shall be construed to create a relationship of employer and employee, principal and agent, partnership, or joint venture between the parties.

19. **Captions.** Any paragraph or other captions are inserted for convenience only and shall not be considered a part of or affect the interpretation or construction of any of the provisions of the Master Agreement.

20. **Termination.** The Master Agreement shall remain in full force and effect until terminated by either party in accordance with this paragraph. Termination of the Master Agreement will terminate all of the Services provided to Client. Notwithstanding the termination of the Master Agreement or any Service, the Master Agreement will remain in full force and effect with respect to all transactions that occur prior to the effective date of termination.

Voluntary Termination. Either party may terminate the Master Agreement and/or any Service by providing notice to the other party. Such termination shall take effect as soon as practicable, but not more than ten (10) calendar days after receipt of such notice, unless Client and National City agree otherwise.

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Events of Default; Termination. The occurrence of any of the following shall constitute an “Event of Default” hereunder: (a) Client fails to pay any amount to National City within three (3) Business Days of its due date, or (b) Client fails to maintain available funds in any Account in accordance with paragraph 9 of these General Terms and Conditions, or (c) any voluntary petition by or involuntary petition against Client shall be filed pursuant to any chapter of any bankruptcy code or Client shall make an assignment for the benefit of creditors, or there shall be any other marshalling of the assets and liabilities of Client for the benefit of Client’s creditors. Upon the occurrence of an Event of Default, and in addition to any other remedies available to National City hereunder, by operation of law, or otherwise, National City shall have the right to terminate the Master Agreement and/or any Service immediately by giving Client notice thereof. Thereafter, National City shall have no further obligation to provide any such Services to Client. Client agrees to safeguard, remove, and deliver all properties belonging to National City at the time the Master Agreement or any Service is terminated, or prior to surrender of Client’s property to a receiver. Client shall reimburse National City for all costs and expenses (including reasonable attorneys’ fees and court costs) incurred by National City to enforce collection of any moneys due to it in connection with any Service or in enforcing Client’s obligations under the Master Agreement.

21. **Notices.** All notices permitted or required by the Master Agreement shall be in writing and shall be deemed to have been duly given (a) upon personal delivery (whether by messenger, overnight delivery, telegram, or otherwise), (b) upon facsimile transmission (receipt of which is orally confirmed by the recipient) or upon transmission by tested telex, or (c) three (3) Business Days after deposit, postage prepaid, in the United States mail, if sent by certified or registered mail, return receipt requested, and addressed:

In the case of notice to Client, to:

DELAWARE COUNTY
101 N SANDUSKY ST
DELAWARE OH 43015

Attn: _____

Fax: (_____) _____

and in the case of notice to National City, to:

NATIONAL CITY BANK
155 E BROAD ST
COLUMBUS OH 43251-0061
Attn: TREASURY MANAGEMENT
Fax: (614) 463-8025

or in accordance with such other address information as the party to receive notice may provide in writing to the other party in accordance with the above notice provisions. Any notice given by any other method will be deemed to have been duly given upon receipt thereof. For the purposes of the Master Agreement, “Business Day” means a day on which National City’s main office is open to the public for carrying on substantially all of its banking functions, but shall not include Saturdays, Sundays, or legal holidays.

22. **Conflicts.** In the event of a conflict between the provisions of any Product Guide or the Software Addendum and these General Terms and Conditions, the provisions of the Product Guide shall prevail. In the event of a conflict between the provisions of any Product Guide and the Software Addendum, the provisions of the Software Addendum shall prevail.

23. **Entire Agreement; Amendments.** The Master Agreement contains the entire agreement of the parties with respect to its subject matter, and no oral or prior written statements or representations not incorporated therein shall have any force or effect. Capitalized terms used in the Software Addendum and/or the Product Guides, and not otherwise defined, shall have the meanings set forth in these General Terms and Conditions. Except as otherwise provided in the Master Agreement, National City shall have the right to modify the Master Agreement upon at least thirty (30) days prior notice to Client. In the event performance of any Services in accordance with the terms of the Master Agreement would result in a violation of any present or future statute, regulation, or government policy to which National City is subject, and which governs or affects the transactions contemplated by the Master Agreement, then the Master Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation, or policy, and National City shall incur no liability to Client as a result thereof. The Master Agreement shall be binding upon and inure to the benefit of Client and National City and their respective legal representatives, successors, and permitted assigns.

24. **Waiver.** The failure of either party at any time to require performance by the other party of any provision of the Master Agreement shall not affect in any way the full right to require performance at any subsequent time. Any waiver by either party of the breach of any provision of the Master Agreement shall be in writing and shall not operate as or be construed to be a waiver of any other breach of the provision or of any breach of any other provision of the Master Agreement. No course of dealing or performance shall be deemed to amend or otherwise affect any provision of the Master Agreement.

25. **Severability.** If any provision of the Master Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that determination shall not affect any other provision of the Master Agreement, and each such other provision shall be construed and enforced as if the invalid, illegal, or unenforceable provision were not contained herein.

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26. **No Third Party Beneficiaries.** The Master Agreement is entered into for the sole and exclusive benefit of the parties hereto. Nothing in the Master Agreement shall be construed to grant any person other than the parties hereto, and their respective successors and permitted assigns, any right, remedy, or claim under or with respect to the Master Agreement or any provision hereof.

27. **Subsidiaries.** If Client is entering into the Master Agreement for the purpose of obtaining Services for itself and for its various subsidiaries and affiliates, as they exist from time to time (collectively, the "Subsidiaries"), Client represents that it is authorized to enter into the Master Agreement on behalf of the Subsidiaries, Client makes the representations set forth in paragraph 2 above with respect to each of the Subsidiaries, and Client shall be solely responsible to ensure that the use of the Services by each of the Subsidiaries complies with the Master Agreement. Client's obligations hereunder may be performed by any one or more of the Subsidiaries, and Client agrees that Client will be fully responsible for the actions and omissions of any of the Subsidiaries to the same extent as if such actions or omissions were those of Client itself. Client shall reimburse and indemnify National City and hold National City harmless from and against any and all losses, damages, expenses (including reasonable attorneys' fees), fines, and penalties arising from National City's reliance on the representations made in this paragraph. This provision shall survive the termination of the Master Agreement.

28. **Governing Law.** The Master Agreement and the rights, duties, and obligations of Client and National City hereunder shall be governed by the laws of the State of Ohio. In addition, all wire transfer requests, and amendments and/or cancellations of such requests, communicated to National City in the name of Client shall also be subject, where applicable, to Subpart B of Regulation J, 12 CFR Part 210, issued by the Board of Governors of the Federal Reserve System, as modified from time to time.

29. **Counterparts.** The Master Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**RIDER TO
MASTER TREASURY MANAGEMENT SERVICES AGREEMENT**

NATIONAL CITY BANK ("National City") and DELAWARE COUNTY ("Client"), are entering into this Rider to Master Treasury Management Services Agreement (this "Rider"), as of this 28th day of April, 2005, to amend and/or supplement the Master Treasury Management Services Agreement (the "Agreement"), dated 28th day of April, 2005, by and between National City and Client.

National City and Client, intending to be legally bound, hereby agree as follows:

1. Paragraph 2 is amended to read as follows:

2. Representations. Client represents that it will use the Services only for its own internal and proper business purposes and will not sell, lease, or otherwise provide, directly or indirectly, any of the Services or any portion thereof to any third party, except as may be specifically authorized in a Product Guide. Each of National City and Client represents and agrees that it will perform its obligations under the Master Agreement in accordance with all applicable laws and regulations, including, without limitation, those administered by the United States Office of Foreign Assets Control (OFAC).

2. The fourth sentence of Paragraph 13 is deleted in its entirety.

3. The last sentence of the subparagraph entitled "Voluntary Termination" under paragraph 20 is amended by replacing "ten (10)" with "thirty (30)".

4. Except as amended and/or supplemented herein, National City and Client ratify and confirm the terms of the Master Agreement, including each schedule and addendum thereto.

COMMERCIAL CARD AGREEMENT

NATIONAL CITY BANK ("Issuer") and DELAWARE COUNTY ("Client") are entering into this Commercial Card Agreement (this "Agreement"), as of this 28th day of April 2005.

Client and Issuer, intending to be legally bound, hereby agree as follows:

1. **Incorporation of Master Agreement.** Except as provided in this Agreement, all of the General Terms and Conditions of the Master Treasury Management Services Agreement entered into by and between National City Bank ("National City") and Client, as of April 28th, 2005, and any and all amendments, modifications, and supplements thereto not expressly modified by this Agreement are incorporated by reference herein and shall remain in full force and effect according to their terms and, as the context permits, all of the rights, duties, and obligations of National City and Client thereunder shall apply to Issuer and Client with respect to the services provided in accordance with this Agreement.

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2. **Establishment Of Account.** Issuer hereby establishes a commercial charge card account (the "Account") for Client. The maximum amount which may be outstanding on the Account at any one time (the "Credit Limit") is \$_____. The Credit Limit may be changed from time to time upon the mutual agreement of Client and Issuer.

3. **Issuance and Use of Cards.** Issuer agrees to issue commercial charge cards ("Cards") and may issue convenience checks ("Checks") to Client's employees and agents who have been authorized by Client to use the Cards on Client's behalf ("Authorized Employees"). The Cards and Checks are to be used only by Authorized Employees and only for legitimate business purposes incurred in the ordinary course of their employment or agency with Client. Client agrees to limit the use of the Cards and Checks by Authorized Employees to purchases and cash advances for such purposes and to take all necessary steps to ensure that the Cards and Checks are used for no other purpose. Purchases mean the use of a Card to purchase goods or services from a participating merchant. Cash advances may be obtained from Issuer or from another participating financial institution, by using an automated teller machine, issuing a Check against the Account, and through any other means offered by Issuer. Cash advances also include the use of the Account to purchase cash equivalent items such as traveler's checks, money orders, wire transfers, and payments to government entities. The Account may not be used for lottery, betting or gambling purposes or for any illegal transactions. The Cards and Checks are and shall remain the property of Issuer. However, Client shall be solely and completely responsible for the possession, use, and control of Cards and Checks issued to Client's Authorized Employees, including, without limitation, the responsibility to retrieve any Card or Check from any person who ceases to be an Authorized Employee for any reason. Client shall surrender any Cards or Checks to Issuer immediately upon request.

4. **Card Limitations.** For each Authorized Employee, Client will establish a maximum amount that may be charged at any time (the "Employee Limit"). Issuer will establish a separate "Cash Advance Limit" which is part of the total Employee Limit for each Authorized Employee. Client agrees that use of Cards and Checks by any Authorized Employee will not cause the Authorized Employee to exceed his or her Employee Limit or Cash Advance Limit. Issuer may at its sole option refuse a request for a purchase or a cash advance or return any Check unpaid if the transaction would cause the Authorized Employee to exceed his or her Employee Limit or Cash Advance Limit, or if the Account is in default or has been revoked.

5. **Designation of Authorized Employees.** Client agrees to provide Issuer with information concerning its Authorized Employees in a form satisfactory to Issuer. Issuer may rely upon any list of Authorized Employees provided by Client until Issuer is notified of any additions to, deletions from, or changes in such information in a form satisfactory to Issuer. Any and all Cards in the possession of an Authorized Employee being deleted from the list must be returned by Client with the notification of such deletion. If Client fails to return all such Cards, Issuer may charge Client for any costs incurred in retrieving those Cards, including the cost of placing those Cards on a restricted list.

6. **Statements; Payment.** The parties will mutually agree on a billing cycle for Client's purchases hereunder (the "Billing Cycle"). Issuer will provide a master statement to Client, and separate statements to Authorized Employees, for each Billing Cycle. Client may elect to have Authorized Employees pay Issuer or to pay Issuer itself. If Client elects to have Authorized Employees pay Issuer, Client will direct its Authorized Employees to pay to Issuer, on or before the Payment Due Date shown on each statement, the total balance charged during the Billing Cycle without any privilege to pay only a portion of such balance. Client acknowledges and agrees that Issuer's agreement to receive payments from Authorized Employees is offered as a convenience to Client and does not reduce or otherwise affect Client's liability to Issuer hereunder. Notwithstanding any agreement between Client and any Authorized Employee regarding reimbursement to said Authorized Employee, Client will be liable to Issuer for all payments on the Account as they become due. If Client elects to pay Issuer itself, Client agrees to pay to Issuer, on or before the Payment Due Date shown on its statement, the total balance charged during the Billing Cycle without any privilege to pay only a portion of such balance.

7. **Finance Charges.** Finance charges are calculated and payable as hereinafter provided. For purposes of this paragraph, an "Obligor" means an Authorized Employee, if Authorized Employees pay Issuer directly, otherwise "Obligor" means Client.
 - a. If, at any time, an Obligor fails to pay the portion of the "Payment Due" amount attributable to purchases by its due date, finance charges will accrue on Obligor's purchases (including existing balances and all future purchases) from that due date until all of Obligor's purchases have been paid in full. The application of finance charges on purchases shall not cure the default that caused the rate to be charged, nor shall it affect any of Issuer's rights under the "Default" section of this Agreement. Finance charges accrue on each cash advance from the date of the advance.

 - b. The periodic rate of finance charge and corresponding annual percentage rate for purchases and cash advances are subject to change, based on the value of an index. The index in effect for each Billing Cycle shall be the "Prime Rate" of interest as published in the Money Rates section of *The Wall Street Journal* on the 10th business day prior to the last day of such billing cycle ("Index"). An increase or decrease in the annual percentage rate will result in a corresponding increase or decrease in the amount of the finance charge. Each monthly statement will disclose the applicable annual percentage rate for the billing cycle.

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c. The finance charge on purchases is calculated by applying the periodic rate for purchases to the “average daily balance of purchases.” To get the average daily balance of purchases, Issuer each day starts with the beginning balance of purchases for the Account and if legally permissible any unpaid finance charges that apply to purchases; adds any new purchases and fees that apply to purchases; and subtracts any payments or credits that apply to purchases. This gives the daily balance of purchases. Then, Issuer adds up all the daily balances of purchases for the Billing Cycle and divides by the total number of days in the Billing Cycle. This gives the “average daily balance of purchases.” Issuer calculates finance charges on purchases by multiplying the “average daily balance of purchases” by the total number of days in the Billing Cycle, and multiplying the product by the daily periodic rate of finance charge then in effect. The daily periodic rate of finance charge for each Billing Cycle shall be computed by adding 6% to the value of the Index, and dividing by 365.

d. The finance charge on cash advances is calculated by applying the periodic rate for cash advances to the “average daily balance of cash advances.” To get the average daily balance of cash advances, Issuer each day starts with the beginning balance of cash advances for the Account, and if legally permissible any unpaid finance charges and fees that apply to cash advances; adds any new cash advances and fees that apply to cash advances; and subtracts any payments or credits that apply to cash advances. This gives the daily balance of cash advances. Then, Issuer adds up all the daily balances of cash advances for the Billing Cycle and divides by the total number of days in the Billing Cycle. This gives the “average daily balance of cash advances.” Issuer calculates finance charges on cash advances by multiplying the “average daily balance of cash advances” by the total number of days in the Billing Cycle, and multiplying the product by the daily periodic rate of finance charge then in effect. The daily periodic rate of finance charge for each Billing Cycle shall be computed by adding 3.9% to the value of the Index, and dividing by 365.

8. **Fees.** Issuer may charge the Account for the following fees. The application and payment of a fee will not correct the situation which caused the fee to be charged.

a. **Late Payment.** Issuer may charge a \$29 late fee to the Account if an Authorized Employee does not pay the “Payment Due” amount by the due date. Issuer may charge an additional late fee for each Billing Cycle that the Account is past due.

b. **Returned Payment.** If an Authorized Employee makes a payment on the Account (1) with a check and that check is not honored by the financial institution on which it is drawn, or (2) by an electronic debit entry to a bank account and that entry is returned unpaid, Issuer may charge a \$29 fee to the Account.

c. **Cash Advance Fee.** Issuer will add an additional finance charge to the Account for each cash advance. This additional finance charge will be 3% of the amount of the cash advance, \$3 minimum.

d. **Research Fee.** Issuer may charge a fee for all additional copies of statements, sales drafts, cash advance drafts or cash advance checks (at a rate of \$5.00 each) requested by Client or an Authorized Employee.

Client also agrees to pay the additional fees set forth on Exhibit A hereto.

9. **Liabilities; Indemnification.** Client agrees that it shall be bound by the acts of its Authorized Employees, and shall pay to Issuer when due all amounts which become due as a result of credit extended pursuant to the use of the Account, Cards or Checks by its Authorized Employees. Client shall be liable for any and all transactions charged on the Account as the result of the Authorized Use of any Card. To the extent permitted by law, Client shall be liable for any and all purchases charged on the Account as the result of the Unauthorized Use of any Card when such Unauthorized Use occurs prior to Issuer’s receipt of notice that an Unauthorized Use has occurred or may occur as the result of loss, theft, or any other reason. Client agrees to indemnify Issuer and hold Issuer harmless against any loss, damage, or expense incurred by Issuer by reason of such purchases. For purposes of this Agreement, “Unauthorized Use” means the use of a Card or Check issued to an Authorized Employee (1) by a person, other than a person with actual, apparent, or implied authority (including, without limitation, Authorized Employees) for such use, and (2) from which Client receives no benefit; and “Authorized Use” means the use of a Card or Check which is not an Unauthorized Use.

10. **Notification.** Client agrees to notify Issuer immediately of any lost or stolen Cards. Client also agrees that Client will attempt to resolve merchant disputes, including, without limitation, returns and credits, directly with the applicable merchant. If any such dispute is not resolved and Client desires to have the disputed transaction charged back to the merchant, Client must notify Issuer within the applicable time period under the Visa Operating Regulations.

11. **Special Rate Offers.** From time to time, Issuer may make special rate offers on the Account. If so, Issuer will advise Client of the annual percentage rates and finance charges associated with the special rate offer, how long they will be in effect, the balances to which they will apply, and other terms of the offer. Any special rate offer will be subject to the terms of the offer and this Agreement. Issuer may identify special rate balances separately on the statements.

12. **Access To Account Information.** Issuer offers two (2) methods by which Client can obtain electronic

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access to Account information: Dial-up Access and Internet Access.

Dial-up Access. If Client chooses Dial-up Access, Issuer hereby makes available to Client, and Client hereby sublicenses from Issuer, the computer software known as ProValue Services[®] (PVS) (the "Software"), in accordance with the terms and conditions set forth in Software Addendum, which will allow Client to transmit to and receive from Issuer information relating to the Account. Issuer hereby warrants that it is authorized to sublicense the Software to Client pursuant to an agreement with ProCard, Inc., which has its principal place of business at 1819 Denver West Drive, Bldg. 26, Suite 300, Golden, Colorado 80401 ("Licensor") for the use of the software and related documentation and manuals.

Internet Access. If Client chooses Internet Access, Issuer will provide Client with the address of the website where Account information can be obtained, as well as a user ID and initial password to provide access to Client's Account information. Client may be required to agree to the terms of a license agreement with the Licensor relating to the use of the website before any information is accessible. Issuer strongly recommends that Client replace the initial password at the earliest opportunity in order to ensure the security of its Account information.

13. **Commercial Card Events of Default; Remedies.** Each of the following shall constitute a "Commercial Card Event of Default" hereunder:

Payments. If any amount payable hereunder shall not be paid in full promptly when the same becomes payable; or if any of Client's other payment obligations to Issuer, except any payable on demand, shall not be paid in full promptly when the same becomes payable, or if such of Client's other payment obligations to Issuer as may be payable on demand shall not be paid in full upon any actual demand for payment.

Warranties. If any representation, warranty, or statement made in this Agreement, any application for credit or any financial statement provided to Issuer shall be false or erroneous in any respect.

Credit Limit. If the total amount outstanding on the Account at any one time exceeds the Credit Limit.

Financial Information. If Client fails to provide current financial information to Issuer promptly after Issuer's request therefor.

Cross-Default. If any of Client's indebtedness for borrowed money (regardless of maturity) shall be or become in default. For purposes of this subparagraph, "in default" means that (a) there shall have occurred (or shall exist) in respect of the indebtedness in question (either as in effect at the date of this Agreement or as in effect at the time in question) any event, condition or other thing which constitutes, or which with the giving of notice or the lapse of any applicable grace period or both would constitute, a default which accelerates (or permits any creditor or creditors or representative of creditors to accelerate) the maturity of any such indebtedness, or (b) any such indebtedness (other than any payable on demand) shall not have been paid in full at its stated maturity or (c) any such indebtedness payable on demand shall not have been paid in full upon any actual demand for payment.

Solvency. If (a) Client shall discontinue operations, or (b) Client shall commence any Insolvency Action of any kind or admit (by answer, default or otherwise) the material allegations of, or consent to any relief requested in, any Insolvency Action of any kind commenced against Client by its creditors or any thereof, or (c) any creditor or creditors shall commence against Client any Insolvency Action of any kind which shall remain in effect (neither dismissed nor stayed) for thirty (30) consecutive days. For purposes of this Agreement, "Insolvency Action" means any voluntary petition by or involuntary petition against Client shall be filed pursuant to any chapter of any bankruptcy code or Client shall make an assignment for the benefit of creditors, or there shall be any other marshalling of the assets and liabilities of Client for the benefit of Client's creditors.

Upon the occurrence of a Commercial Card Event of Default, the entire amount charged and outstanding hereunder shall, at Issuer's option, become immediately due and payable without demand or notice. Client shall pay any costs Issuer may incur by having the Account placed on a restricted list. Issuer may charge and receive reasonable in-house or outside attorney's fees and court costs for collection to the extent permitted under state law.

14. **Modification.** Issuer shall have the right to modify the terms of this Agreement upon at least thirty (30) days prior notice to Client. Any change in terms will apply to both new purchases, and to the outstanding balance in the Client's Account, unless Issuer specifies otherwise.

15. **Termination.** Issuer may terminate the Account or any Card by written notice to Client, with or without cause, effective immediately. Client may terminate the Account only upon written notice received by Issuer. Upon any termination of this Agreement, Client will be obligated to notify its Authorized Employees of such termination, collect and return all Cards, and pay immediately and in full the entire amount of purchases charged and all other amounts outstanding on the Account. Termination of this Agreement by Client will not be effective until after the requirements of the preceding sentence have been satisfied.

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16. **Foreign Purchases.** To the extent that Client uses a Card to purchase goods or services in a foreign country, Client's statement may reflect the conversion into U.S. Dollars of transactions which occurred, initially, in a different currency. The conversion will be based on the exchange rate on the day Issuer settles the transaction, plus any special currency exchange charges. Pursuant to Visa U.S.A. Inc. Operating Regulations, the exchange rate applied to such transactions by Visa is the (a) wholesale market rate or (b) government-mandated rate, in effect one (1) day prior to the processing date, and increased by one percent (1%). Because of the special charges and possible differences in exchange rates between the time Issuer settles and the time the transaction was initiated, the total charge for a foreign transaction may be greater than the purchase or advance at the time it was made.
17. **No Waiver of Rights.** Issuer may delay enforcing any of its rights under this Agreement without losing them. **If any payment is marked with the words "Paid in Full" or similar language, the payment must be sent to the Customer Service address listed on the statement.** If payment is made to any other address, Issuer may accept the payment without losing any of its rights.
18. **Personal Information.** Client, for itself and its Authorized Employees, agrees that Issuer may provide personal data to Visa U.S.A., its Members, or their respective contractors for the purpose of providing Emergency Cash and Emergency Card Replacement Services, and Client consents to the release of that information.
19. **Governing Law.** **Issuer makes the decision to grant credit and issue Cards from its offices in Ohio. This Agreement is governed by the laws of the State of Ohio.** If any provision is invalid, the remaining provisions shall remain in full force and effect.

RIDER TO
COMMERCIAL CARD AGREEMENT

NATIONAL CITY BANK ("National City") and DELAWARE COUNTY ("Client"), are entering into this Rider to Commercial Card Agreement (this "Rider"), as of this 28th day of April, 2005, to amend and/or supplement the Commercial Card Agreement (the "Agreement"), dated 28th day of April, 2005, by and between National City and Client.

National City and Client, intending to be legally bound, hereby agree as follows:

1. The first sentence of paragraph 3 is amended to read as follows:

Issuer agrees to issue commercial charge cards ("Cards"), and, if requested in writing by an authorized representative of Client, convenience checks ("Checks"), to Client's employees and agents who have been authorized by Client to use the Cards and Checks on Client's behalf ("Authorized Employees").

2. The second sentence of paragraph 4 is amended to read as follows:

If requested in writing by an authorized representative of Client, Issuer will permit Authorized Employees to make cash advances and establish a separate "Cash Advance Limit" which is part of the total Employee Limit for each Authorized Employee.

The fourth sentence of paragraph 4 is replaced with the following sentences:

Issuer will refuse a request for a purchase or a cash advance or return any Check unpaid if the transaction would cause the Authorized Employee to exceed his or her Employee Limit or Cash Advance Limit, unless such purchase, Cash Advance, or Check is approved for payment by an authorized representative of Client; provided, however, that Issuer shall not be responsible for any such payment caused by a third party processor acting on behalf of Issuer. Issuer may at its sole option refuse a request for a purchase or a cash advance or return any Check unpaid if the Account is in default or has been revoked.

3. The last sentence of paragraph 8 is replaced with the following sentences:

Client also agrees to pay the additional fees and is entitled to revenue-sharing as set forth on Exhibit A hereto. The terms of Exhibit A shall remain in effect until March 31, 2008 (the "Initial Term"). Exhibit A shall automatically renew for additional one (1) year periods (each a "Renewal Term") under the terms and conditions then in effect unless Issuer provides Client with at least ninety (90) days prior notice of its intention to terminate Exhibit A at the end of the Initial Term or Renewal Term, as applicable. Nothing in this paragraph shall affect the right of either party to terminate this Agreement in accordance with paragraph 15 hereof.

4. The fourth sentence of paragraph 9 is deleted in its entirety.

5. The subparagraph entitled Payments under paragraph 13 is amended to read as follows:

Payments. If any amount payable hereunder shall not be paid in full promptly when the same becomes payable unless the payment due date otherwise is extended by Issuer; or if any of Client's other payment obligations to

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Issuer, except any payable on demand, shall not be paid in full promptly when the same becomes payable, or if such of Client’s other payment obligations to Issuer as may be payable on demand shall not be paid in full upon any actual demand for payment.

6. The first two (2) sentences of paragraph 15 is amended to read as follows:

Issuer may terminate the Account or any Card by written notice to Client, with or without cause, effective upon receipt by Client. Client may terminate the Account only upon written notice sent to Issuer at 155 E. Broad Street, Columbus, Ohio 43251-0061, Attn: Treasury Management, and received by Issuer.

7. Except as amended and/or supplemented herein, Issuer and Client ratify and confirm the terms of the Agreement, including each schedule and addendum thereto.

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

RESOLUTION NO. 05-497

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR A SPECIFIC EXPENSE NOT DESIGNATED AND ABOVE THE LIMIT ESTABLISHED BY THE PROCUREMENT CARD POLICY:

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

WHEREAS, pursuant the Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30th, 2004, has adopted a policy for the use of County Procurement Cards. And;

WHEREAS, the appointing authority for the procurement card being the Board of Commissioners has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29 (F)(2). And;

WHEREAS, the Ohio Bureau of Worker’s Compensation accepts electronic payments. And;

WHEREAS, the payment of Worker’s compensation is not a designated allowed expense and is over the spending and transaction limits as set by the Procurement Card Policy.

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, authorize the use of the procurement card to be issued to Kevin Williams for the 2005 payments to the Ohio Bureau of Worker’s Compensation at a limit up to \$250,000.00 and with no other allowable expenses as set within the policy and all other policy spending limits restricted.

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

RESOLUTION NO. 05-498

IN THE MATTER OF APPROVING A SERVICE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND DOWNES HURST & FISHEL, ATTORNEYS AT LAW:

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

CONTRACT FOR SERVICES FOR DELAWARE COUNTY, OHIO

THIS AGREEMENT, made this 28th day of April, 2005, by and between the Delaware County Commissioners, hereinafter “**County**” and Downes Hurst & Fishel, Attorneys at Law, Columbus, Ohio, hereinafter “**Attorneys**.”

WITNESSETH:

WHEREAS, the County is desirous of securing the services of the Attorneys to assist and represent the County in matters of human resource personnel management, civil service, and public sector issues, labor relations, and negotiations; and

WHEREAS, the results of the decisions regarding such matters have a very significant fiscal and operational impact on the County; and

WHEREAS, the County has determined that certain legal, technical, and professional assistance will enable them to participate more effectively in these processes; and

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WHEREAS, Downes Hurst & Fishel is experienced and willing to perform the above services, wherein there is an agreement specifying the rights and duties of each party;

NOW, **THEREFORE**, in consideration of the mutual covenants herein, the parties agree as follows.

ARTICLE I SCOPE OF WORK

The Attorneys will perform services in assisting the County as may be instructed by the County, including advice and services in order for the County to carry out their human resource management, civil service administration, labor relations programs and other matters. Such services to the County include:

- A. To provide necessary assistance, research, and analysis with respect to the specific problems that develop in matters that come before the County and to advise and/or represent the County in matters as directed by the County;
- B. To advise the County as to the implications of both economic and noneconomic issues raised in both formal and informal bargaining sessions, along with the implications of the existing personnel practices and collective bargaining agreements, if any;
- C. To advise the County and participate in both formal and informal bargaining sessions with the representatives of the various employee organizations that may represent employees with the County; and
- D. To provide any other necessary representation to the County's management personnel and elected officials throughout specific negotiating periods and, at the request of the County, on other matters relating to the County's labor relations program, or civil service.

ARTICLE II CONSIDERATION AND TERM OF CONTRACT

The compensation of the Attorneys shall be on the basis of an hourly rate of one hundred sixty dollars (\$160) per hour for all time expended by the Partners on behalf of the County and one hundred thirty dollars (\$130) per hour for all time expended by the Associate Attorneys, Law Clerks/Paralegals on behalf of the County. The term of the contract shall be for a period beginning April 1, 2005 and ending December 31, 2005. The Attorneys shall be compensated for all necessary and reasonable direct costs incurred exclusive of normal administrative costs. The Attorneys shall be compensated for all actual hours of work performed for the County including those hours for consultation, assistance, research, and preparation.

The Attorneys shall bill for services and costs on a monthly basis with compensation to be payable within thirty (30) calendar days after billing. The Attorneys shall provide the County with monthly billings setting forth, in itemized detail, all time charges and reasons therefore, along with all necessarily incurred disbursements and expenses and reasons therefore.

This Agreement may be canceled by either party upon notice, in writing, delivered upon the party thirty (30) days prior to the effective date of cancellation. If such cancellation should be by the County, the County will be obligated to pay for the amount of work completed by the Attorneys. The parties further agree that should the Attorneys become unable for any reason to complete such work called for by virtue of this Agreement, that such work as the Attorneys have completed to the date of their inability to continue the terms of this Agreement shall become the property of the County as full discharge of Attorneys' liability hereunder without obligation for additional payment.

ARTICLE III CONTRACT CONSTRUCTION AND ADMINISTRATION

The parties expressly agree that this Agreement shall not be assigned by either party. The Agreement and any modifications, amendments, or alterations, shall be governed, constructed, and enforced under the laws of Ohio. The obligations of the County under this Agreement shall be subject to the applicable provisions of the Ohio Revised Code.

The Agreement constitutes the entire understanding between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.

If any term or provision of this Agreement or the application thereof to any person or circumstances should, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected thereby, and each remaining term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Notwithstanding any provisions herein contained, it is expressly understood and agreed that the County shall not be construed or held to be a partner, associate, or joint venturer of the Attorneys in the conduct of the provisions of this Agreement. The Attorneys shall at all times have the status of an independent contractor without the right or authority to impose tort or contract liability on the County for contracts entered into by the Attorneys with third parties.

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The County agrees to make available to the Attorneys all necessary records in the custody of the County and the assistance of all appropriate department employees, as the Attorneys may need for carrying out the work under this Agreement within legal limitations.

ARTICLE IV NON-DISCRIMINATION

Contractor shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin or disability. Contractor shall take affirmative action to ensure that applicants and employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, sexual orientation, or disability.

The implementation of this Contract will be carried out in strict compliance with all federal, state, or local laws regarding discrimination in employment.

In the event Contractor is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law, this Contract may be canceled, terminated or suspended in whole or in part by County and Contractor may be declared ineligible for future contracts with the County.

ARTICLE V INDEMNITY

To the fullest extent permitted by law, the Contractor shall indemnify, save and hold the County, its officers, agents, servants, and employees free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney’s fees, arising from any accident or occurrence related in any manner to the Contractor’s performance of this contract. The Contractor shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the County by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney’s fees. No employee of the Contractor shall at any time be considered an agent or employee of the County, except as expressly set out in this Contract.

The Contractor shall carry such bodily injury and property damage liability insurance as will protect it and the County against claims for personal injury, including death or property damage, which may arise from operations under this Contract. The contractor will also provide proof of coverage by the Bureau of Workers Compensation upon request.

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

RESOLUTION NO. 05-499

IN THE MATTER OF APPROVING TRANSFER OF FUNDS FOR TARTAN FIELDS:

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

Transfer of Funds		Amount	
From	To		
40640405-5801	50111117-4601	\$	68,303.10
Tartan Fields/Transfers	Bond Retirement/Interfund Revenue		

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

RESOLUTION NO. 05-500

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into Executive Session at 10:20AM.

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

RESOLUTION NO. 05-501

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mr. Evans to adjourn out of Executive Session at 11:00AM.

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

There being no further business the meeting adjourned.

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Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners