

COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 9, 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

9:45 AM Public Hearing In Connection With The Issuance Of Health Care Facilities Revenue Bonds For Episcopal Retirement Homes, Inc., By The County Of Hamilton, Ohio; And Other Documents In Connection With The Issuance Of The Bonds

PUBLIC COMMENT

RESOLUTION NO. 05-799

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 6, 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 June 6, 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. 05-800

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR068 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR068:

It was moved by Mr. Evans, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR068, memo transfers in batch numbers MTAPR068 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
Increases			
Polydyne Inc.	Polymer Chemical For Olentangy	65211905-5290	\$ 8,000.00
Polydyne Inc.	Polymer Chemical for Alum Creek	65211919-5290	\$ 8,000.00
Synagro Midwest Inc.	Conveyance & Land Application of Biosolids	65211919-5301	\$ 60,000.00
Corporate Express	Office Supplies	22411605-5201	\$ 6,000.00
Gregory C. Keck, PHD	Post Adoption Therapy	22511607-5350	\$ 7,000.00
Cornell Abraxas Group	Residential Treatment	22511607-5342	\$ 23,850.00
Vouchers			
Quality Control Inspection	Serv. Rendered/Misc Inspections	65111904-5301	\$ 27,027.46
UV Doctor	UV Lamps	65211919-5270	\$ 5,170.00
US Filter	Bioxide Chemicals	65211905-5290	\$ 18,942.00
BP Products N. America	Reg Unleaded Fuel/Serv Center	10011106-522822801	\$ 13,850.80
AWT	Ashley Water Plant/Decommion	23111709-5365	\$ 21,040.00
Prescription Relief, Inc.	Prescription Relief Administration	23111709-5301	\$ 9,125.00
Boys Village Inc.	Residential Treatment	22511607-5342	\$ 29,119.58
Boys Village Inc.	Residential Treatment	22511607-5342	\$ 30,037.45
Bruner Corporation	Plumbing HVAC Jail	40411414-5410	\$ 177,210.17
State of Ohio Treasurer	State Audit	10011102-5301	\$ 12,469.41
CEBCO	July 05 Premiums & Claims	60211902-537037030	\$ 657,871.40
Memo Transfer Vouchers			
From	To		
Commissioners	Board of MRDD	May Bd. & Care	\$ 7,500.00
10011501-5350	29519000-4539	County Home Closing	

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

RESOLUTION NO. 05-801

IN THE MATTER OF APPROVING TRANSFER OF FUNDS FROM UNCLAIMED MONIES:

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

Transfer of Funds		Amount
From	To	
10110107-5801	10011102-4601	\$7,108.82

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Unclaimed Money/Transfers	Commissioners General/Interfund Revenue					
Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Aye

RESOLUTION NO. 05-802

IN THE MATTER OF APPROVING A PERSONAL SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND SEB ENTERPRISES, INC:

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

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into in duplicate this 9th day of June, 2005, by and between the Delaware County Commissioners, Delaware County Ohio, hereinafter referred to as the "COUNTY" and SEB Enterprises, Inc., hereinafter referred to as "SEB ENTERPRISES, INC."

RECITALS:

WHEREAS, the COUNTY desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient COUNTY resources are not available to provide such services; and

WHEREAS, SEB ENTERPRISES, INC. represents that SEB ENTERPRISES, INC. is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. Scope of Services.

SEB ENTERPRISES, INC. shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SEB ENTERPRISES, INC. responsibilities throughout this Agreement and as detailed in Exhibit "A" attached hereto and fully incorporated herein as if fully re-written here. (the "Project").

2. Term.

The Project shall begin on June 1, 2005, and shall be completed no later than July 15, 2005 unless sooner terminated according to the provisions herein.

3. Compensation and Method of Payment.

3.1 Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the COUNTY.

3.2 No payment shall be made for any service rendered by SEB ENTERPRISES, INC. except for services identified and set forth in this Agreement.

3.3 The COUNTY shall pay SEB ENTERPRISES, INC. for work performed under this Agreement as follows: The sum of \$5,000, with \$1,000 being due on June 1, 2005 and the remaining \$4,000 being due upon satisfactory completion of the contract.

4. Reports and Inspections.

4.1 SEB ENTERPRISES, INC. at such times and in such forms as the COUNTY may require, shall furnish to the COUNTY such statements, records, reports, data, and information as the COUNTY may request pertaining to matters covered by this Agreement.

4.2 SEB ENTERPRISES, INC. shall at any time during normal business hours and as often as the COUNTY may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the COUNTY or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement.

5. Independent Contractor Relationship.

5.1 The parties intend that only an independent contractor relationship between SEB ENTERPRISES, INC. and

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the COUNTY will be created by this Agreement. The COUNTY is interested primarily in the results to be achieved; subject to paragraphs herein, the implementation of services will lie solely with the discretion of SEB ENTERPRISES, INC. No agent, employee, servant or representative of SEB ENTERPRISES, INC. shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose, and the employees of SEB ENTERPRISES, INC. are not entitled to any of the benefits the COUNTY provides for its employees. SEB ENTERPRISES, INC. will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

5.2 In the performance of the services herein contemplated SEB ENTERPRISES, INC. is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the COUNTY and shall be subject to the COUNTY'S general rights of inspection and review to secure the satisfactory completion thereof.

6. SEB Enterprises, Inc. Employees/Agents.

The COUNTY may at its sole discretion require SEB ENTERPRISES, INC. to remove an employee(s), agent(s) or servant(s) from employment on this Project. SEB ENTERPRISES, INC. may however employ that (those) individual(s) on other non-COUNTY related projects.

7. Hold Harmless/Indemnification.

7.1 SEB ENTERPRISES, INC. shall defend, indemnify and hold the COUNTY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of SEB ENTERPRISES, INC. in performance of this Agreement, except for injuries and damages caused by the sole negligence of the COUNTY.

7.2 No liability shall attach to the COUNTY by reason of entering into this Agreement except as expressly provided herein.

8. Insurance.

SEB ENTERPRISES, INC. shall procure and maintain for the duration of the Agreement, sufficient insurance in an amount and type agreeable with the COUNTY against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by SEB ENTERPRISES, INC., its agents, representatives, or employees.

9. Treatment of Assets.

Title to all property furnished by the COUNTY shall remain in the name of the COUNTY and the COUNTY shall become the owner of the work product and other documents, if any, prepared by SEB ENTERPRISES, INC. pursuant to this Agreement.

10. Compliance with Laws.

10.1 SEB ENTERPRISES, INC., in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

10.2 SEB ENTERPRISES, INC. specifically agrees to pay any applicable business and occupation (B & O) taxes that may be due on account of this Agreement.

11. Nondiscrimination.

11.1 The COUNTY is an equal opportunity employer.

11.2 Nondiscrimination in Employment. In the performance of this Agreement, SEB ENTERPRISES, INC. will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age, sexual orientation or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. SEB ENTERPRISES, INC. shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age, sexual orientation or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. SEB ENTERPRISES, INC. shall take such action with respect to this

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Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

11.3 Nondiscrimination in Services. SEB ENTERPRISES, INC. will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age, sexual orientation or the presence of any sensory, mental or physical handicap.

11.4 If any assignment and/or subcontracting has been authorized by the COUNTY, said assignment or subcontract shall include appropriate safeguards against discrimination. SEB ENTERPRISES, INC. shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. Assignment/Subcontracting.

12.1 SEB ENTERPRISES, INC. shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the COUNTY, and it is further agreed that said consent must be sought in writing by SEB ENTERPRISES, INC. not less than thirty (30) days prior to the date of any proposed assignment. The COUNTY reserves the right to reject without cause any such assignment.

12.2 Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

12.3 Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the COUNTY.

13. Changes.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be approved, in writing, and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

14. Maintenance and Inspection of Records.

14.1 SEB ENTERPRISES, INC. shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the COUNTY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

14.2 SEB ENTERPRISES, INC. shall retain all books, records, documents and other material relevant to this agreement, for one (1) year after its expiration. SEB ENTERPRISES, INC. agrees that the COUNTY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. Other Provisions.

The following additional terms shall apply: It is agreed between the parties that pursuant to changes in state law necessitating that services hereunder be expanded, the parties shall negotiate an appropriate amendment. If after thirty (30) days of negotiation, agreement cannot be reached, the COUNTY may terminate this Agreement no sooner than sixty (60) days thereafter.

16. Termination.

16.1 Termination for Convenience. The COUNTY may terminate this Agreement, in whole or in part, at any time, by giving at least thirty (30) days written notice to SEB ENTERPRISES, INC. SEB ENTERPRISES, INC. will be compensated for services performed prior to termination of this Agreement and performed in accordance with the manner of performance set forth in this Agreement.

16.2 Termination for Cause. If SEB ENTERPRISES, INC. fails to perform in the manner called for in this Agreement, or if SEB ENTERPRISES, INC. fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days written notice thereof, the COUNTY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on SEB ENTERPRISES, INC. setting forth the manner in which SEB ENTERPRISES, INC. is in default. SEB ENTERPRISES, INC. will only be paid for services performed prior to termination of this Agreement and performed in accordance with the manner of performance set forth in this Agreement.

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16.3 Upon any termination of this Agreement all property and materials belonging to the COUNTY along with all work product performed and/or completed by SEB ENTERPRISES, INC. under this Agreement shall be immediately returned and/or turned-over to the COUNTY.

17. Notice.

Notice provided for in this Agreement shall be deemed sent if sent by certified mail or hand delivered to the persons and addresses for the parties designated below:

COUNTY	SEB ENTERPRISES, INC.
The Delaware County Commissioners	SEB Enterprises, Inc.
Attn: Dave Cannon	Attn: Scott Blough
101 N. Sandusky St.	_____
Delaware, Ohio 43015	_____

18. Attorneys Fees and Costs.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

19. Jurisdiction and Venue.

19.1 This Agreement has been and shall be construed as having been made and delivered within the State of Ohio, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Ohio, both as to interpretation and performance.

19.2 Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Delaware County, Ohio.

20. Severability.

20.1 If, for any reason, any part, term or provision of this Agreement is held by any court of competent jurisdiction to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

20.2 If it should appear that any provision hereof is in conflict with any statutory provision of the State of Ohio, said provision that may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

21. Entire Agreement.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

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

RESOLUTION NO. 05-803

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR PERRY TAGGART:

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

Supplemental Appropriation	AMOUNT
65511918-5101	\$33,900.00
Perry Taggart-Hospital Insurance	

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

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RESOLUTION NO. 05-804

9:45 AM PUBLIC HEARING IN CONNECTION WITH THE ISSUANCE OF HEALTH CARE FACILITIES REVENUE BONDS FOR EPISCOPAL RETIREMENT HOMES, INC., BY THE COUNTY OF HAMILTON, OHIO; AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS:

It was moved by Mr. Ward, seconded by Mr. Evans to open the Hearing at 9:45AM.

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

RESOLUTION NO. 05-805

IN THE MATTER OF CONTINUING THE PUBLIC HEARING FOR THE ISSUANCE OF HEALTH CARE FACILITIES REVENUE BONDS FOR EPISCOPAL RETIREMENT HOMES, INC., BY THE COUNTY OF HAMILTON, OHIO; AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS TO THURSDAY JUNE 16, 2005 AT 9:45AM:

It was moved by Mr. Evans, seconded by Mr. Ward to continuing the public hearing for the issuance of health care facilities revenue bonds for Episcopal Retirement Homes, Inc., by the county of Hamilton, Ohio; and other documents in connection with the issuance of the bonds to Thursday June 16, 2005 at 9:45am.

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

RESOLUTION NO. 05-806

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 9:50AM.

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

RESOLUTION NO. 05-807

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 10:30AM.

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

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

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Letha George, Clerk to the Commissioners