

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 25, 2007

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

1:30 PM Viewing For Consideration Of A Ditch Vacation Petition Filed By The Glimcher Company

PUBLIC COMMENT

Phil Panzarella, wanted to acknowledge how helpful he found the Auditor’s Office with his recent request to find tax base information for Berlin Township.

RESOLUTION NO. 07-751

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 21, 2007 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held June 21, 2007 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. 07-752

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0622:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR0622 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
Priority Dispatch Corp.	Pro QA Fire Software for 911	21411306-5320	\$ 6,860.00
Trane Company	Hayes Building Heating/Air unit	60111901-5370	\$ 15,000.00
Increase			
Center for New Beginnings	Child Care	22511607-5342	\$ 5,985.00
Decrease			
Toddler Inn	Child care	22411610-5348	\$ 6,000.00
Liberty Community Center	Child Care	22411610-5348	\$ 25,000.00
Yvette Bradley	Child Care	22411610-5348	\$ 100.00
Presbyterian Child Welfare	Residential Treatment	22511608-5342	\$ 500.00
Bair Foundation	Residential Treatment	22511608-5342	\$ 10,000.00
Vouchers			
Pomegranate Health Systems	Residential Treatment	22511607-5342	\$ 9,450.00
Oesterlen-Services For Youth	Residential Treatment	22511607-5342	\$ 3,600.00
Oesterlen-Services For Youth	Residential Treatment	22511608-5342	\$ 2,100.00
AEP	Service Sandusky st.	10011105-533833802	\$ 18,334.54
U V Doctor Lamps	UV Bulbs/Replacement OECC	66290302-5270	\$ 2,009.31
U V Doctor Lamps	UV Bulbs/Replace Alum Creek	66290402-5270	\$ 4,010.00
Treasurer	Leffler Real Estate	10011102-5380	\$ 1,704.45
Treasurer	Elk Real Estate Tax	10011102-5380	\$ 767.21
Treasurer	Elk Real Estate Tax	10011102-5380	\$ 2,853.66
DATA	Client Travel	22411601-5355	\$ 6,170.40
DATA	Client Travel	22511607-5355	\$ 682.00

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

RESOLUTION NO. 07-753

IN THE MATTER OF APPROVING LIQUOR LICENSE REQUEST FROM DELAWARE GOLF CLUB LLC AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that Delaware Golf Club LLC has requested a new D5I permit located at 3329

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Columbus Pike Liberty Township Delaware, Ohio 43015, and

Whereas, the Liberty Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested and the Delaware County Commissioners have received no objections.

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

RESOLUTION NO. 07-754

IN THE MATTER OF CANCELING THE THURSDAY JULY 5th, 2007 COMMISSIONERS' SESSION:

It was moved by Mr. Jordan, seconded by Mr. Ward to cancel the Thursday July 5th, 2007 Commissioners' Session.

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

RESOLUTION NO. 07-755

SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF THE DEWITT, WHITNEY #520 DITCH PETITION FILED BY RICHARD MCCORMICK AND OTHERS:

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

WHEREAS, on the 22nd day of May, 2007, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by Richard McCormick and Others, petitioners, to:

- 1. Generally improve the drainage, both surface and subsurface, to a good and sufficient outlet, by replacing, repairing or altering the existing improvements as required and/or creating new surface and subsurface drainage mains or laterals as requested by this petition.
- 2. Commencing in Delaware County, Trenton Township in the Dewitt, Whitney #520 Watershed and generally following but not limited to the course and termini of the existing improvement.

WHEREAS, the proper bond has been filed with the clerk, approved, conditioned for the payment of costs of notices, plus any other incidental expenses, except the cost incurred by the Engineer in making his preliminary reports, if the prayer of this petition is not granted, or if the petition is for any cause dismissed, unless the Board decides to pay the Engineer's cost from the bond in accordance with Section 6131.09 of the Revised Code;

THEREFORE, BE IT RESOLVED, BY THE Board of County Commissioners, that **Monday the 13th day of August, 2007, at 1:30 PM** at 14910 Hartford Road Sunbury, Ohio 43074, be and the same is hereby fixed as the time and place for the view thereon, and

BE IT FURTHER RESOLVED, That **Monday the 1st day of October, 2007, at 7:30 PM at the Trenton Township Hall 15495 Hartford Road Sunbury, Ohio 43074** be and the same is hereby fixed as the time and place for the first hearing on the petition, and

BE IT FURTHER RESOLVED, that notice of said view and hearing be given, as required by law.

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

RESOLUTION NO. 07-756

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Code Compliance is requesting that Joseph Amato attend the International Building Code Significant Changes Seminar at Reynoldsburg on June 28, 2007 at no cost.

Code Compliance is requesting that Joe Amato attend the International Energy Conservation Code and Fuel Gas Code Update Seminar at Reynoldsburg on June 29, 2007, at no cost.

The Child Support Enforcement Agency is requesting that Adeana Gray and Kelly Mills attend the OCDA Fall

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Conference Planning Committee Meeting in Columbus, Ohio June 29, 2007, at the cost of \$12.00.

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

RESOLUTION NO. 07-757

IN THE MATTER OF APPROVING PLAT AND DITCH MAINTENANCE PETITION FOR GLEN OAK SECTION 6:

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

Glen Oak Section 6

Situated In The State Of Ohio, County Of Delaware, Township Of Orange, Lying In Farm Lot 22, Quarter Township 2, Township 3 North, Range 18 West, United States Military District, Containing 21.102 Acres, More Or Less, Including 3.053 Acres Of Right-Of-Way Area, 1.067 Acres Of Said 21.102 Acres Being Out Of The 24.07 Acres Tract Conveyed To Dominion Homes, Inc. And Ohio Corporation, By Deed Of Record In Official Record 454, Page 481, And 20.035 Acres Of Said 21.102 Acres Being Out Of The 33.463 Acre Tract Conveyed To Dominion Homes, Inc. An Ohio Corporation By Deed Of Record In Official Record 540, Page 1702, And Records Of The Recorder’s Office, Delaware County, Ohio. Cost \$81.00.

Ditch Maintenance Petition- Glen Oak Section 6

We the undersigned owners of 21.102 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as **Glen Oak Section 6** as evidenced by the attached subdivision plats (Exhibit “A” which is available at the County Engineer’s Office). These plats has been approved and signed by the Delaware County Regional Planning Commission and 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 lot in the subject subdivision 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 in conjunction with the approval of the **Glen Oak Section 6** Subdivision.

The cost of the drainage improvements is \$259,675.97 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 27 lots being created in this subdivision. This subdivision also shares the benefit (costs) of drainage improvements with 11 lots in the future Glen Oak Section 7. 27 lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$7,489.93 per lot. An annual maintenance fee equal to 2% of this basis \$149.80 will be collected for each lot. 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 \$4,044.56 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. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 07-758

IN THE MATTER OF APPROVING PROJECT OWNER’S AGREEMENTS FOR NORTH GALENA ROAD WIDENING – PHASE A; PRESIDENTIAL POINTE TURN LANE FROM SAWMILL PARKWAY AND LIBERTY ROAD WIDENING – AT WOODS AT POWELL NORTH:

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

North Galena Road Widening – Phase A

OWNER’S AGREEMENT FOR ROAD WIDENING

THIS AGREEMENT made and entered into this 25th day of June 2007 by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **NORTHSTAR LAND LLC**, hereinafter called the **OWNER**, as evidenced by the Engineering and Construction Plan entitled “**NORTH GALENA ROAD WIDENING – PHASE A**” which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

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1. The **OWNER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
2. The **OWNER** shall pay the entire cost and expenses of their portion of said improvements.
3. The **OWNER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **ONE MILLION EIGHT HUNDRED SIXTY-SEVEN THOUSAND FOUR HUNDRED FIFTY-THREE DOLLARS** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current *"Delaware County Engineering and Surveying Standards for Subdivision Development"* and the current *"Subdivision Regulations of Delaware County, Ohio"*.
4. The **OWNER** shall deposit **ONE HUNDRED TWELVE THOUSAND DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **OWNER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **OWNER**.
5. The **OWNER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
6. The **OWNER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
7. The **OWNER** shall perform and complete all said improvements prior to **SEPTEMBER 30, 2008**.
8. The **OWNER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation "Uniform Traffic Control Devices"** and *"Traffic Control for Construction and Maintenance"*.
9. The **OWNER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.
10. If the **OWNER** should become unable to carry out the provisions of this **AGREEMENT**, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
11. Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
12. In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to make the said improvements stipulated herein.

Presidential Pointe Turn Lane From Sawmill Parkway

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT made and entered into this 25th day of July 2007 by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **MARGELLO DEVELOPMENT COMPANY**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled **"PRESIDENTIAL POINTE TURN LANE FROM SAWMILL PARKWAY"** which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

1. The **SUBDIVIDER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
2. The **SUBDIVIDER** shall pay the entire cost and expenses of their portion of said improvements.
3. The **SUBDIVIDER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **THIRTY-SEVEN THOUSAND TWENTY-FIVE DOLLARS** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current *"Delaware County Engineering and Surveying Standards for Subdivision Development"* and the current *"Subdivision Regulations of Delaware County, Ohio"*.
4. The **SUBDIVIDER** shall deposit **THREE THOUSAND DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**.
5. The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
6. The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
7. The **SUBDIVIDER** shall perform and complete all said improvements prior to **MAY 31, 2007**.
8. The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades

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and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation “Uniform Traffic Control Devices”** and **“Traffic Control for Construction and Maintenance”**.

9. The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.

10. If the **SUBDIVIDER** should 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**.

11. Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.

12. In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **SUBDIVIDER** or his agent the right and privilege to make the said improvements stipulated herein.

Liberty Road Widening – At Woods At Powell North

OWNER’S AGREEMENT FOR ROAD WIDENING

THIS AGREEMENT made and entered into this 25th day of June 2007 by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **M/I HOMES**, hereinafter called the **OWNER**, as evidenced by the Engineering and Construction Plan entitled **“LIBERTY ROAD WIDENING – AT WOODS AT POWELL NORTH”** which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

1. The **OWNER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.

2. The **OWNER** shall pay the entire cost and expenses of their portion of said improvements.

3. The **OWNER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **THREE HUNDRED NINETY-SEVEN THOUSAND FIVE HUNDRED FORTY-FIVE DOLLARS** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current **“Delaware County Engineering and Surveying Standards for Subdivision Development”** and the current **“Subdivision Regulations of Delaware County, Ohio”**.

4. The **OWNER** shall deposit **THIRTY-TWO THOUSAND DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **OWNER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **OWNER**.

5. The **OWNER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.

6. The **OWNER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.

7. The **OWNER** shall perform and complete all said improvements prior to **JUNE 1, 2008**.

8. The **OWNER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation “Uniform Traffic Control Devices”** and **“Traffic Control for Construction and Maintenance”**.

9. The **OWNER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.

10. If the **OWNER** should become unable to carry out the provisions of this **AGREEMENT**, the **OWNER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

11. Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.

12. In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to make the said improvements stipulated herein.

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

RESOLUTION NO. 07-759

IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR GLEN OAK SECTION 6:

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

Glen Oak Section 6

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The roadway construction has been completed for the referenced subdivision and, as the results of The Engineer’s recent field review, he has determined that minor remedial work will be required during the 2008 construction season.

In accordance with the Subdivider’s Agreement, The Engineer recommends that the maintenance bond be set at **\$53,840** for the duration of the one year maintenance period. A Bond in that amount is available.

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

RESOLUTION NO. 07 -760

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

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

Permit #	Applicant	Location	Type of Work
U07049	Verizon	Stover Road	Relocate cables
U07076	Suburban Natural Gas	Glen Oak Section 6	Lay gas mains
U07078	Verizon	Larcomb Road	Relocate cable
U07079	SBC	Sawmill Parkway	Trench & bore for cable
U07080	AT&T	Sherborne Lane	Directional bore & trench new cable
U07081	AT&T	Worthington Road	Install cabinet & cable
U07083	AT&T	Sawmill Parkway @ Presidential Pointe	Trench conduit
U07084	Verizon	3B’s & K Road	Replace cable
U07085	Del-Co Water	Berkshire Road	Install road bore
U07086	Del-Co Water	Dildine Road	Install road bore
U07087	Del-Co Water	Radnor Road	Install road bore
U07088	Columbia Gas	Estates at Braumiller	Install gas main

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

RESOLUTION NO. 07-761

**IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY HUMAN RESOURCES
EMPLOYEE RELATIONS FUNDS TO ASSIST IN FUNDING THE PURCHASE OF FRUIT, PUNCH AND
OTHER AMENITIES FOR THE ANNUAL DELAWARE COUNTY EMPLOYEE HEALTH AND SAFETY FAIR:**

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

WHEREAS, The Ohio Attorney General Opinion No. 82-006 addresses the issue Expenditure Of Public Funds For Proper “Public Purpose”, and

WHEREAS, The October 20, 2003, State Auditor’s ruling on payment of Expenditures Of Public Funds For Proper “Public Purpose” states that for persons who are employees or non-employees of the County, the Commissioners must pre-approve expenditures for the purchase of coffee, meals, refreshments and other amenities.

WHEREAS, Human Resources Department has offered the Employee Health and Safety Fair for the past nine years. Grady Memorial is there each year to do blood-work. In order for this procedure to give an accurate reading, participants must fast for 12 hours. The purchase of food and drinks is necessary for the well being of employees who are having blood drawn or giving blood that day.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED, by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of Human Resources Employee Relations funds in an amount not to exceed \$150.00, to assist in funding the purchase of fruit, refreshments and other amenities for The Delaware County Employee Health and Safety Fair.
Further be it resolved, that the Commissioners approve a purchase order to Buehlers for \$150.00.

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

RESOLUTION NO. 07-762

**IN THE MATTER OF APPROVING A CONTRACT BY AND BETWEEN THE DELAWARE COUNTY
BOARD OF COMMISSIONERS AND THE DATA HOUSE FOR PRINTER CARTRIDGES:**

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

**Delaware County Board of Commissioners
Contract**

This Contract made by and between:

**The Data House
303 Green Meadows Dr. S
Westerville, Ohio 43081**

(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 goods and/or services described in the Bid Documents, which is attached hereto as Exhibit "A" and as necessary to produce the results intended by the Bid Documents for:

**ITB #07-01R Printer Cartridges
For Delaware County, Ohio**

ARTICLE 2

2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to terms and conditions as provided in the Bid Documents, not to exceed an estimated annual value of Fifty Thousand dollars (\$50,000.00), based upon the unit pricing and discount percentage set forth in the Bid Form, submitted by the Contractor and opened on May 7th, 2007.

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

ARTICLE 3

3.1 The original term of this contract shall be for two (2) years, beginning July 1, 2007, and ending June 30, 2009.

3.2 This contract may be renewed at the end of the original period or any renewal period for up to two (2) additional six (6) month periods, if agreed upon in writing by both parties.

3.2 The Delaware County Board of Commissioners may, at its sole option, terminate this Contract with the contractor upon thirty (30) days written notice of its intent to do so. Furthermore, it is understood and agreed that should the contractor fail to provide the quality of good and/or service(s) as specified in the bid instructions, such failure shall constitute a breach of this Contract. Upon a breach of the Contract, the Delaware County Board of Commissioners may, at its sole option, terminate this Contract with the contractor effective immediately upon written notice of its intent to do so.

ARTICLE 4

4.1 This Contract 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, and made a part hereof.

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 To the fullest extent permitted by law, the Contractor shall indemnify, save and hold the Delaware County Board of Commissioners, 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

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undertake to defend, at its own expense, any and all actions, claims, or demands brought against the Delaware County Board of Commissioners 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 Delaware County Board of Commissioners.

4.5 The Contractor shall carry such bodily injury and property damage liability insurance as is satisfactory to the Delaware County Board of Commissioners and will protect it and the Delaware County Board of Commissioners against claims for personal injury, including death or property damage, which may arise from operations under this Contract.

4.6 The Contractor will also provide proof of coverage by the Bureau of Workers Compensation. Such proof shall be provided to the Delaware County Board of Commissioners prior to the Contractor beginning work.

4.7 For all services being provided under this Contract, the Delaware County Board of Commissioners shall have the right and Contractor agrees to allow the inspection and examination of any and all books, accounts, invoices, records, writings, or documentation of any type and in any form which it maintains in relation to performing said services

4.8 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 Contract, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

4.9 Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no agency or department of this state or any political subdivision shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a corporation, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the contract includes a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part of this Contract.

4.10 Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

ARTICLE 5

5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract shall be valid and enforceable unless the Delaware County Auditor first certifies funds are available.

5.2 The Contract shall become binding and effective upon the completion of 5.1 and 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. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 07-763

IN THE MATTER OF APPROVING A CONTRACT BY AND BETWEEN THE DELAWARE COUNTY
BOARD OF COMMISSIONERS AND CORPORATE EXPRESS FOR OFFICE SUPPLIES:

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

Delaware County Board of Commissioners
Contract

This Contract made by and between:

Corporate Express

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**2228 Citygate Dr.
Columbus, Ohio 43219**

(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 goods and/or services described in the Bid Documents, which is attached hereto as Exhibit "A" and as necessary to produce the results intended by the Bid Documents for:

**ITB #07-01R Office Supplies
For Delaware County, Ohio**

ARTICLE 2

2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to terms and conditions as provided in the Bid Documents, not to exceed an estimated annual value of Two Hundred Thousand dollars (\$200,000.00), based upon the unit pricing and discount percentage set forth in the Bid Form, submitted by the Contractor and opened on May 7th, 2007.

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

ARTICLE 3

3.1 The original term of this contract shall be for two (2) years, beginning July 1, 2007, and ending June 30, 2009.

3.2 This contract may be renewed at the end of the original period or any renewal period for up to two (2) additional six (6) month periods, if agreed upon in writing by both parties.

3.2 The Delaware County Board of Commissioners may, at its sole option, terminate this Contract with the contractor upon thirty (30) days written notice of its intent to do so. Furthermore, it is understood and agreed that should the contractor fail to provide the quality of good and/or service(s) as specified in the bid instructions, such failure shall constitute a breach of this Contract. Upon a breach of the Contract, the Delaware County Board of Commissioners may, at its sole option, terminate this Contract with the contractor effective immediately upon written notice of its intent to do so.

ARTICLE 4

4.1 This Contract 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, and made a part hereof.

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 To the fullest extent permitted by law, the Contractor shall indemnify, save and hold the Delaware County Board of Commissioners, 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 Delaware County Board of Commissioners 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 Delaware County Board of Commissioners.

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4.5 The Contractor shall carry such bodily injury and property damage liability insurance as is satisfactory to the Delaware County Board of Commissioners and will protect it and the Delaware County Board of Commissioners against claims for personal injury, including death or property damage, which may arise from operations under this Contract.

4.6 The Contractor will also provide proof of coverage by the Bureau of Workers Compensation. Such proof shall be provided to the Delaware County Board of Commissioners prior to the Contractor beginning work.

4.7 For all services being provided under this Contract, the Delaware County Board of Commissioners shall have the right and Contractor agrees to allow the inspection and examination of any and all books, accounts, invoices, records, writings, or documentation of any type and in any form which it maintains in relation to performing said services

4.8 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 Contract, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

4.9 Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no agency or department of this state or any political subdivision shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a corporation, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the contract includes a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part of this Contract.

4.10 Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

4.11 Contractor certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Contractor agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.

ARTICLE 5

5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract shall be valid and enforceable unless the Delaware County Auditor first certifies funds are available.

5.2 The Contract shall become binding and effective upon the completion of 5.1 and 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

RESOLUTION NO. 07-764

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Recommendation to hire Michael Lee as an Operator with the Water Reclamation Department; effective date June 25, 2007.

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

RESOLUTION NO. 07-765

IN THE MATTER OF DEEDING OF GIFT TO THE OHIO HISTORICAL SOCIETY:

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

Whereas, the Delaware County Board of Commissioners own certain property in Delaware County, Zone 17, Township 4 North, Range 19 West, and

Whereas, Hardlines Design Company completed an archaeological investigation on this property, and

Whereas, the material collected from this property has now been returned to the Delaware County Commissioners, and

Whereas, Hardlines Design Company recommends curation of the material with the Ohio Historical Society (while the artifacts in the collection may seem insignificant, future researchers may want to study this material using new scientific techniques), and

Whereas, the Delaware County Board of Commissioners certify that the artifacts described on the appended inventory legally and rightfully belong to them, and

Whereas, the Delaware County Board of Commissioners hereby unconditionally give, donate, bestow and set over unto the Ohio Historical Society, the artifacts described on appended inventory, to be used or disposed of by the Ohio Historical Society in their unrestricted discretion, and

Whereas, the Delaware County Board of Commissioners waive for themselves, their descendents, distributors, personal representative or agents, all present or future rights in to or over said artifacts, its use or disposition.

Therefore be it resolved, that the Commissioners approve the deeding of the gift to the Ohio Historical Society.

(Copy of inventory available in the Commissioners Office until no longer of administrative value.)

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

RESOLUTION NO. 07-766

IN THE MATTER OF APPROVING AN LEASE AGREEMENT TO ACCOMMODATE DELAWARE COUNTY
EMERGENCY MEDICAL SERVICES AT THE BERLIN TOWNSHIP FIRE DEPARTMENT FACILITY:

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

LEASE AGREEMENT TO ACCOMMODATE DELAWARE COUNTY EMERGENCY MEDICAL SERVICES
AT THE BERLIN TOWNSHIP FIRE DEPARTMENT FACILITY

ARTICLE I – PREAMBLE

This Lease Agreement is entered into this 25th day of June, 2007, by and between the Delaware County Board of Commissioners (“County”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Berlin Township Board of Trustees (“Berlin Township”), whose address is 3271 Cheshire Road, Delaware, Ohio 43015 (hereinafter collectively the “Parties”).

ARTICLE II – PURPOSE

The purpose of this Lease Agreement is to lease a portion of the Berlin Township Fire Department Facility to the Delaware County Board of County Commissioners to Accommodate Delaware County Emergency Medical Services at the Berlin Township Fire Department Facility (“Agreement”) and to establish terms and conditions of operating a Delaware County Emergency Medical Services Medic Unit (“Medic Unit”) from the Berlin Township Fire Department Facility (“Facility”).

ARTICLE III – TERMS

This Agreement shall take effect at the earliest date allowed by law, be retroactive until January 1, 2007, and shall continue in effect for a period of one year from January 1, 2007, unless and until such time as the Parties enter into a superseding long-term lease agreement.

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ARTICLE IV – FACILITY USE

The Parties understand and agree that this Lease Agreement is for use of the Facility by the Medic Unit as follows:

Apparatus Bay

A bay of the Facility will be designated as the County EMS bay for purposes of storing the medic vehicle. The County EMS Medic Unit Crew (“Medic Unit Crew”) will be responsible for keeping this area clean and cleared of obstructions. The remaining bays will house Berlin Township fire-fighting equipment and the Berlin Township Fire Department will have responsibility for maintaining such areas.

Living Area (Day Room & Bunk Room)

The Living Area (Day Room and Bunk Room) will be a **shared** area. The Medic Unit Crew and the Berlin Fire Department members will be responsible for cleaning up after themselves.

Kitchen

The Kitchen will be a **shared** area. The Medic Unit Crew and the Berlin Township Fire Department members will be responsible for cleaning up after themselves.

Office

The Office will be a **shared** area. The Medic Unit Crew and the Berlin Township Fire Department members will be responsible for cleaning up after themselves.

Parking

The Medic Unit Crew will use the eastern most portion of the parking lot at the Berlin Township Hall for parking their privately owned vehicles. The Medic Unit Crew **will not** park in areas designated for Berlin Township Fire Department personnel responding to the fire station on emergency runs.

New Facility

Berlin Township, as of the time of the drafting of this Agreement, is constructing a new fire department facility (New Facility”). When use of the New Facility begins, all applicable provisions of this Article shall continue to apply. The parties hereby understand and agree that when use of the New Facility begins some provisions of this Article may need to be changed or amended and/or additional provisions may need to be added. The Parties hereby agree and consent that before use of the New Facility begins to, if necessary, renegotiate the provisions of this Article to reflect the use of the New Facility.

ARTICLE V – EQUIPMENT USE

The County and/or Medic Unit Crew will not utilize or borrow any Berlin Township equipment, except that equipment identified by this Agreement. The County will be responsible for replacing or repairing any equipment that the Medic Unit Crew damage or destroy. Replacement or repair is solely at the discretion of Berlin Township and will be for like or similar equipment. Likewise, no County equipment will be used by Berlin Township or Berlin Township Fire Department Members. Equipment at Berlin Township that may be used by the County and/or Medic Unit Crew includes:

Kitchen Appliances

The Medic Unit Crew may use kitchen appliances as needed. The Medic Unit Crew is responsible for cleaning up appliances and the kitchen area after each use.

Furniture

The Medic Unit Crew may use existing furniture at the Facility.

Phone Lines

The Medic Unit Crew may use existing telephone equipment and lines. The Medic Unit Crew will maintain a phone log and the County will be responsible for reimbursing Berlin Township for all long distance charges accrued by County and/or Medic Unit Crew.

Radio Alerting System

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The County will be part of the existing radio alerting system at Berlin Township that provides dispatch alerts throughout the facility. Berlin Township is responsible for maintaining this system.

Administrative Equipment

The Medic Unit Crew may use existing administrative equipment such as facsimile (The Medic Unit Crew will maintain a fax log and the County will be responsible for reimbursing Berlin Township for all long distance charges accrued by County and/or Medic Unit Crew.), copier, etc. The Medic Unit Crew will not use computer equipment at Berlin Township, with the exception of access to the in-house wireless network for internet access.

New Facility

Berlin Township, as of the time of the drafting of this Agreement, is constructing a new fire department facility (New Facility"). When use of the New Facility begins, all applicable provisions of this Article shall continue to apply. The parties hereby understand and agree that when use of the New Facility begins some provisions of this Article may need to be changed or amended and/or additional provisions may need to be added. The Parties hereby agree and consent that before use of the New Facility begins to, if necessary, renegotiate the provisions of this Article to reflect the use of the New Facility.

ARTICLE VI - SUPPLIES

The County is responsible for equipping and maintaining all medical supplies for the medic vehicle. Additionally, no medical equipment will be maintained at the Berlin Township facility other than what is available on the medic vehicle. Medical supplies, fuel and oxygen will be replenished from the receiving hospital or Sunbury EMS station as appropriate. Further, the County is responsible for all cleaning and administrative supplies, such as forms, paper, pens, etc.

ARTICLE VII – REMUNERATION

The County agrees to remunerate Berlin Township for the County's use of the Facility and equipment. Remuneration will be at a rate of Ten Thousand Four Hundred Dollars and No Cents (\$10,400.00) for the entire term of this Agreement. Payment for such remuneration is due to Berlin Township within thirty (30) days following ratification of this Agreement.

ARTICLE VIII- PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS

Both the County and Berlin Township, as governmental entities, lack authority to indemnify. As such, the County and Berlin Township agree to be and shall be responsible for their own actions, and/or the actions of their respective officers, employees, agents, representatives, volunteers, servants, etc., resulting from this Agreement. Therefore, the County and Berlin Township agree to be individually and solely responsible for any and all accidents, liability, losses, damage, injury, including death, and/or related expenses that each may incur as a result of their own actions in the performance of this Agreement.

ARTICLE IX – INSURANCE CERTIFICATES

The County and Berlin Township each shall maintain for the full term of this Agreement self-insurance and/or general liability insurance coverage with a combined minimum limit of One Million Dollars (\$1,000,000.00). The Parties shall be provided proof of such insurance before performance of this Agreement begins. Except in the case of self-insurance, any such general liability insurance coverage shall be issued by companies authorized to issue such policies within the State of Ohio.

ARTICLE X- TERMINATION FOR CONVENIENCE/CAUSE

A. Termination for the Convenience:

Either party may terminate this Agreement at any time and for any reason when it is determined by the party to be in its best interest to do so by giving at least thirty (30) days advance notice, in writing, to the Board of the other party. Berlin Township shall be entitled to receive remuneration that it is due hereunder through the date specified on the notice as the effective date for such termination.

B. Breach or Default of Contract:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the aggrieved party shall attempt to resolve the matter resulting in breach or default consistent with the dispute resolution

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process provided herein in Article XI. If the breach or default is not satisfactorily remedied via such dispute resolution process, this Agreement may, at the election of the aggrieved party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, Berlin Township shall be entitled to receive remuneration that it is due hereunder through the date specified on the notice as the effective date for such termination.

C. Effect of Waiver of any Occurrence of Breach or Default:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If the County or Berlin Township fail to perform an obligation or obligations under this Agreement and such failure(s) is (are) waived by the other party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by either party shall be authorized in writing and signed by an authorized representative of that party.

ARTICLE XI – DISPUTE RESOLUTION

Dispute procedures are specifically designed to deal with any alleged violations of this Agreement or as a result of any operational procedures that adversely impact on either party. Disputes from either party will be forwarded in writing to the Delaware County Chief of EMS and/or the Berlin Township Fire Chief, respectively. The party receiving a dispute has seven (7) work days to respond in writing to the other party. The response should include any findings or recommended solutions to the dispute. If the dispute cannot be resolved through written notification, the Chief of EMS will meet with the Berlin Township Fire Chief to arrive at a resolution. This dispute resolution process does not preclude any emergency situation that requires immediate contact by both Chief's for resolution.

ARTICLE XII – SOG'S

The County EMS personnel will conduct its operations under the EMS Suggested Operating Guidelines (SOG). The County will exercise full administrative and operational control and supervision over its personnel. Berlin Township will exercise full administrative and operational control and supervision over its personnel. Any conflicts that develop as a result of these guidelines will be resolved consistent with the dispute resolution process set forth in Article XI.

The County and Berlin Township will both operate under the same medical protocol and Medical Director.

ARTICLE XIII– MISCELLANEOUS

A. FINDINGS FOR RECOVERY

The County certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

B. DMA FORM STATEMENT

The County certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, the County agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.

C. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

D. SEVERABILITY

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

E. ENTIRE AGREEMENT

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

Further be it Resolved, that the Commissioners approve of a Purchase Order and Voucher in the amount of \$10,400 (10011303-5335) to Berlin Township.

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

RESOLUTION NO. 07-767

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 AND FOR LAND ACQUISITION :

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn into Executive Session at 9:30AM.

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

RESOLUTION NO. 07-768

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mr. Jordan to adjourn out of Executive Session at 11:30AM.

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

Letha George, Clerk to the Commissioners