

COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY  
 MINUTES FROM REGULAR MEETING HELD DECEMBER 14, 2009

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

Present: Todd Hanks, Ken O'Brien, Tommy Thompson

RESOLUTION NO. 09-1534

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 10, 2009:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on December 10, 2009; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mr. Thompson Aye Mr. Hanks Aye Mr. O'Brien Aye

PUBLIC COMMENT  
 (Refer To CD Minutes For Entire Record)

Michael R. Shade, attorney for Hyatts Road Sanitary Sewer Extension Plan requesting authority to sign resolution (see resolution NO. 09-1540)

RESOLUTION NO. 09-1535

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1211:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1211:

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R0905996	DELAWARE AREA TRANSIT AGENCY	CLIENT TRAVEL	22411601 - 5355	\$40,000.00	0001
R0907555	MASTER LIGHTING SERVICE INC	REPLACEMENT OF 32 T-5 LAMPS	66690702 - 5450	\$12,791.08	0001
R0907691	ITT FLYGT CORPORATION	REBUILD KITS FOR PUMPSTATIONS	66290306 - 5270	\$16,283.00	0001
R0907691	ITT FLYGT CORPORATION	REBUILD KITS FOR PUMPSTATIONS ASSOCIATED WITH ALUM	66290406 - 5270	\$28,870.00	0002
R0907691	ITT FLYGT CORPORATION	REBUILD KITS FOR SCIOTO RESERVE - CLEAR CREEK	66290706 - 5270	\$2,819.00	0003

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R0907691	ITT FLYGT CORPORATION	REBUILD KITS FOR PUMPSTATIONS ASSOCIATED WITH	66290606 - 5270	\$1,811.00	0004
R0907691	ITT FLYGT CORPORATION	REBUILD KITS NORTHSTAR	66291102 - 5270	\$2,608.00	0005
R0907741	MULTITRODE INC	OUTPOST/MULTITRODE SOFTWARE SUPPORT CONTRACT	66290302 - 5320	\$4,247.50	0001
R0907741	MULTITRODE INC	OUTPOST/MULTITRODE SOFTWARE SUPPORT CONTRACT	66290402 - 5320	\$4,247.50	0002
R0907759	PENN CARE MEDICAL PRODUCTS	PURCHASE OF EIGHT COTS	10011303 - 5260	\$34,240.00	0001
R0905992	HEALTH DEPT	HELP ME GROW	70161606-5348	\$222,899.57	0001

Vendor	Description	Account	Amount
<b>PO Increases</b>			
B&C Communications	Radios 911	21411306-5328	\$ 550.00
Rinehart Tower Service	Tower 911	21411306-5325	\$ 4,555.00
Common Pleas	CSEA Contracts	23711630-5360	\$ 5,000.00
Sheriff	CSEA Contracts	23711630-5301	\$ 1,000.00

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

**RESOLUTION NO. 09-1536**

**IN THE MATTER OF APPROVING PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1211BR:**

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1211BR.

Vote on Motion Mr. Thompson Aye Mr. Hanks Abstain Mr. O'Brien Aye

**RESOLUTION NO. 09 -1537**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve the following:

The Engineer's Office is requesting that Joe Gatto, Pat Blayney, Rob Riley and Tiffany Brinkmoeller attend The Annual CCAO/CEAO Conference in Columbus, Ohio December 7-9, 2009, at the cost of \$1,462.00. (Fund Number 29214005).

The EMS Department is requesting that Rob Farmer attend an EMD Course in Miamisburg, Ohio January 25-27, 2009, at the cost of \$677.50. (Fund Number 21411306).

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

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**RESOLUTION NO. 09-1539****IN THE MATTER OF AMENDING RESOLUTION 09-1538 AS PRESENTED, BY CHANGING THE DAYTIME MEETING TIMES FROM 9:30AM TO 9:00AM:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to amend resolution 09-1538, as presented, by changing the daytime meeting times from 9:30am to 9:00am.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

**RESOLUTION NO. 09-1538****IN THE MATTER OF APPROVING, AS AMENDED, RESOLUTION ESTABLISHING MEETING DAYS FOR THE BOARD OF COMMISSIONERS FOR YEAR 2010:**

It was moved by Mr. Hanks, seconded by Mr. Thompson that in compliance with Section 121.22 Ohio Revised Code the following Resolution be adopted:

Resolved, that the Delaware County Board of Commissioners, shall meet in regular session at 9:00 AM on Monday and 9:00 AM on Thursday of each week at their Office at 101 N. Sandusky Street, Delaware, Ohio 43015, except when Monday or Thursday is a legal holiday, in which case, said Board of Commissioners shall meet at the scheduled time on the next regular working day thereafter. The Board of County Commissioners shall meet in regular session on the 1st Monday in the month at 7:00 PM with no day session being held. All those wishing to come before the Board must provide the purpose of such and schedule a time with the Clerk of the Board by 5:00 PM on the Wednesday preceding the Monday session and on the Tuesday at Noon preceding the Thursday session. A time will be scheduled during regular session whereas the Board will allow presentation and discussion of any matter not previously scheduled.

Be, It Further Resolved, that when the Board of Commissioners attends advertised required viewings of locations concerning petitions filed under Ohio Revised Code (ie. Ditch Petitions, Road Alternations, ect.) The Clerk to the Board or in the absence of the Clerk to the Board, The Assistant Clerk to the Board, will, as field conditions allow, capture a record of its proceedings which may serve as the official record of the Board's proceedings at the viewing.

It is further Resolved, that notification of all special meetings except those requiring immediate emergency action of the Delaware County Board of Commissioners shall be publicly noticed at least 24 hours in advance by notifying media and posting on internet.

Vote on Motion Mr. Thompson Aye Mr. Hanks Aye Mr. O'Brien Aye

**RESOLUTION NO. 09-1540****IN THE MATTER OF THE APPROVAL OF THE HYATTS ROAD SANITARY SEWER EXTENSION PLANS:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

Resolved, that Tiffany A. Jenkins, Lead Project Engineer II be authorized and approved to execute the construction plan named above, in the absence of the Delaware County Sanitary Engineer and/or to ratify her signature on the construction plan previously signed.

Resolved, that Tommy Thompson, President of this Board of County Commissioners of Delaware County, Ohio be authorized to sign the construction plans, if required by the Ohio Environmental Protection Agency, on or before December 17, 2009 at 12:00 o'clock midnight.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

**RESOLUTION NO. 09-1541****IN THE MATTER OF APPROVING AN ELECTRONIC TRANSACTION PROCESSING AGREEMENT BETWEEN THE BOARD OF DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY TREASURER AND OFFICIAL PAYMENTS CORPORATION:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

Whereas, the Delaware County Treasurer recommends approval of the electronic transaction processing agreement between The Board Of Delaware County Commissioners; The Delaware County Treasurer And Official Payments Corporation;

Therefore Be It Resolved, that the Commissioners approves the electronic transaction processing agreement

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between The Board Of Delaware County Commissioners; The Delaware County Treasurer And Official Payments Corporation.

**ELECTRONIC TRANSACTION PROCESSING AGREEMENT**

This Electronic Transaction Processing Agreement, including its exhibits, ("Agreement") is made and entered into by and between Official Payments Corporation, a Delaware corporation ("OPC"), and Delaware County ("Agency").

OPC offers credit/debit card payment transaction services through an Internet interface over the web and an interactive telephone voice response system ("IVR"). Agency collects taxes, fines, fees and/or other types of monetary obligations from individuals and/or entities subject to its jurisdiction. Agency desires to permit payment of amounts owed to it by means of electronic transactions through the OPC System and to have OPC perform certain related services as described below.

**Agreement**

**1. DEFINITIONS.**

"Agency Designated Account" means the direct deposit/debit account(s) established and maintained by Agency at an Automated Clearing House ("ACH") receiving depository institution reasonably acceptable to OPC for payment of Citizen obligations and debit of Chargebacks, Return Transactions, fines and fees. Agency Designated Account is further described in Section 4.2.

"Agency Payment" means any payment that is owed by a Citizen to Agency and paid through a Payment Transaction.

"Card Services" means the services provided by OPC relating to credit card and/or pin-less debit card services provided in accordance with this Agreement and as detailed in Section 2.2 of this Agreement inclusive of payment and electronic funds transfer which enable Payment Transactions to be processed.

"Chargeback" means the reversal of a Payment Transaction previously credited to an Agency Designated Account.

"Citizen" means the person, business or entity who initiates and makes payment of the Agency Payment and Convenience Fee through a Payment Transaction.

"Co-Brand" means an electronic transaction containing payment and identification data which is initiated by the Citizen on the Agency website, then transferred to an OPC web page where the Citizen completes the transaction and is provided with a confirmation of the Payment Transaction.

"Co-Brand Plus" means an electronic transaction containing payment and identification data which is initiated by the Citizen on the Agency website, then transferred to an OPC web page where the Citizen completes the transaction. The Citizen is subsequently transferred back to the Agency web site along with confirmation of the Payment Transaction.

"Convenience Fee" means the fee charged to a Citizen by OPC for the convenience of Citizen making Agency Payments by use of the Services. The convenience fee schedules are set forth in Exhibit A (credit/debit card).

"OPC Designated Account" means the direct deposit account(s) set up by OPC to receive payment of Convenience Fees and any other fees owed to OPC.

"OPC System" means OPC's and its Suppliers' electronic payment processing system, including but not limited to, its technology, hardware, software and equipment.

"Payment Transaction" means an electronic payment transaction initiated by a Citizen by credit/debit card as provided below, at the OPC or Agency website or IVR, as applicable, and processed by OPC and/or its Suppliers under this Agreement.

"Services" means the Card Services provided by OPC and its Suppliers pursuant to this Agreement.

"Simple Transaction Processor" (STP) means an electronic transaction and return confirmation containing payment and identification data, initiated and received by the Citizen on the Agency website, without a link or transfer to an OPC web page.

"Suppliers" means OPC authorized vendors including, but not limited to, ACH processor(s).

**2. PROVISION OF SERVICES.** As part of the Services, OPC shall provide the following:

2.1 **Credit/Debit Card Services.** OPC shall provide Citizens the opportunity to make Agency Payments by credit card and "pin-less" debit card through both an interactive telephone voice response system ("IVR") and Internet interface.

2.2 OPC shall, on behalf of Agency, collect and process Agency Payments from Citizens using the

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American Express® Card, MasterCard®, VISA®, Discover® Card or other credit card mutually agreed upon by Agency and OPC (each, a "Card").

2.3 OPC shall begin providing the Services to Citizens on a date to be mutually agreed upon by OPC and Agency.

2.4 Agency authorizes OPC to debit the Agency Designated Account in connection with (i) any "reversed" Card transaction that is approved by an authorized representative of Agency and OPC, and (ii) any "Chargeback" Card transaction that is initiated by a Citizen and approved by an authorized representative of OPC and the Card company. OPC shall refund to the Citizen the corresponding Convenience Fee. The Agency agrees that it shall not refund in cash to a Citizen any Agency Payment made by a Citizen using OPC Services.

2.5 OPC shall forward Agency Payment Transactions to the appropriate Card organizations for settlement to the Agency Bank Account. OPC shall retain all Convenience Fees collected by it hereunder. In the event that OPC is unable to collect all amounts owed by Agency hereunder through debiting the Agency Bank Account, Agency shall promptly pay all owed amounts to OPC in immediately available funds.

2.6 OPC will confirm the dollar amount of all a Citizens' Agency Payments and the corresponding convenience fees to be charged to Citizens' Cards and obtain the Citizens' approvals (electronic or otherwise) of such charges prior to initiating credit authorizations.

2.7 OPC will provide Citizens with electronic confirmation of Card transactions.

2.8 For authorization purposes, OPC will electronically transmit all Card transactions to the appropriate Card-processing center, in real time as the transactions occur.

2.9 OPC will retain Card authorization logs and transaction records for such period of time as required by applicable law and the regulations of the respective Card organizations.

2.10 OPC will arrange for a unique line merchant description for the Agency Payment that references the name of Agency and arrange for a separate unique line merchant description for the Convenience Fee that references OPC and the nature of the fee.

2.11 OPC will provide Agency with logos, graphics, and other appropriate marketing materials for Agency's use in its communications with Citizens.

2.12 OPC will provide Agency with reports summarizing use of the Services by Citizens for a given reporting period.

**3. AGENCY OBLIGATIONS.** Agency obligations include the following:

**3.1 Agency Credit/Debit Card Obligations.**

3.1.1 STP Transactions. This Section 3.1.1 shall only apply in the event Agency is using the Services via STP transactions. Agency understands that STP transactions take place on the Agency website without link to the OPC web page. Accordingly, Agency shall obtain and retain all records related to the initiation and authorization of transactions, including all digital (click-wrap) or written authorizations for OPC to collect and/or initiate transactions utilizing the OPC System. Digital (or, if applicable, written) copies of such records shall be delivered by Agency to OPC within fifteen (15) days of written request by OPC and shall otherwise be retained by Agency for a period of at least two (2) years following the date of the transaction. Agency shall be liable to OPC for any and all liabilities, claims, costs, expenses, reimbursement obligations, fines and penalties which arise in connection with a failure to timely secure and produce such records, authorization agreements or receipts in accordance with applicable laws and regulations, inclusive of NACHA rules and regulations. Agency shall (i) incorporate the OPC standard disclaimers into its website, (ii) present such terms to each citizen for viewing, (iii) allow citizens to print the terms for their records, (iv) require the citizen's affirmative electronic or written agreement to the disclaimer terms prior to submitting the Payment Transaction, (v) keep written record of the citizen's agreement to the disclaimer terms. OPC may change its standard disclosures from time to time with written notice to Agency, and Agency shall incorporate such changes into the disclaimers within five (5) business days after its receipt of such changes from OPC. Agency agrees to comply with the PCI security specifications attached as **Exhibit B** to this Agreement.

3.1.2 If Agency is using Co-Brand, Co-Brand Plus, or STP application; Agency shall take all reasonable security precautions within its system, hardware and software to prevent unauthorized or fraudulent use of the OPC System by Agency, Agency employees and agents, and Citizens. OPC may, but shall not be required to, assign to Agency one or more identification numbers or passwords for Agency's use in obtaining the Services. Once such identification number(s) or password(s) have been delivered to Agency by OPC, the use and confidentiality of such numbers and/or passwords shall be the sole responsibility of Agency.

3.1.3 With respect to all Chargebacks the Agency must allow direct debiting of the Agency's Designated Account for the amount of Agency Payments previously settled into the Agency Designated Account.

3.1.4 Other than permitting OPC to charge the Convenience Fees in accordance with this Agreement, Agency will not impose any surcharge or penalty on transactions made by Citizens under this Agreement.

3.1.5 If Agency requests a customized reporting format, Agency shall provide OPC with its desired reporting format sufficiently in advance of the requested report delivery date. Customized reporting formats require OPC's

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prior written approval.

3.1.6 Agency will not require, as a condition to making an Agency Payment, that a Citizen agree in any way to waive such person's rights to dispute the transaction with their banking institution for legitimate reasons.

3.1.7 Subject to the restrictions of the section entitled "Intellectual Property", Agency will actively promote the Services to its Citizens at its own expense. These promotions shall include publishing the relevant URL for the OPC Website and relevant telephone number (as applicable) on all tax instruction booklets, tax preparer communications, taxpayer information publications, citations and notices, and all related marketing materials. Agency will obtain OPC's consent prior to publishing any materials that reference the Services or OPC, and Agency agrees to incorporate all reasonable changes requested by OPC into any of the marketing materials to ensure (i) the correct usage of the OPC trademarks and logos, (ii) the accuracy of the content, and (iii) reasonably acceptable graphics and presentation.

3.1.8 Agency shall be solely responsible, at their own expense, for acquiring, installing and maintaining all of its own equipment, software and data communication service, which is not a part of the OPC System.

3.1.9 Agency shall execute and deliver to OPC an ACH authorization agreement in the format provided by OPC to authorize electronic payments/debits to and/or from the Agency Designated Account, and any other certificates, instruments or documents as required by applicable laws and regulations in order to consummate the transactions intended under this Agreement. Agency will maintain and comply with applicable NACHA rules and regulations on behalf of itself, its employees, agents and Citizens.

**3.2 Agency Credit/Debit Card Specific Obligations.**

3.2.1 If required by the credit card organizations, Agency will, except as otherwise prohibited by law and subject to the approval of the Delaware County, Ohio Board of County Commissioners, enter into all applicable merchant Card agreements and fully adhere to the rules, regulations and operating procedures of the various Card organizations, including without limitation, with respect to the use of specific Card logos and marks. Agency understands its failure or inability to do so may result in the unavailability of the affected credit card for Payment Transactions.

3.2.2 Agency will provide to OPC all necessary documents and correspondence in connection with Chargeback transactions or other similar refund transactions.

3.2.3 Agency will establish a reasonable adjustment policy to accommodate adjustments that are required in the normal course of Agency's daily operations.

**4. FEES, TAXES, AND PAYMENTS.**

4.1 Credit/Debit Card Fees. OPC may charge Citizens a Convenience Fee for each Card transaction processed, to be collected in addition to the corresponding Agency Payment as part of a unified Card transaction. A schedule of the Convenience Fees for Credit/Debit card Payment Transactions is attached to this Agreement as Exhibit A, and OPC may amend this schedule at any time upon prior written notice to Agency. Except for any fees to be paid by Agency as set forth in Exhibit A, OPC shall not charge Agency a fee in consideration for OPC providing the Card Services to Citizens. Enhancements to the Services or additional services not provided for in this Agreement, and any related fees payable by Agency in connection therewith, will be mutually agreed upon by OPC and Agency.

4.2 Agency Designated Account. Prior to any Payment Transaction, Agency will establish an Agency Designated Account and will provide OPC with the electronic record specifications necessary for funds settlement and the posting of Agency Payment data related to payments. Agency shall maintain such account during the term of this Agreement and for at least 90 days after expiration or termination for any reason. Agency agrees to maintain sufficient funds in the Agency Designated Account to satisfy all fees, charges and other obligations of Agency under this Agreement. Agency authorizes OPC, its assignee or its Suppliers to debit via ACH transfer, the Designated Account for any such amounts Agency owes OPC under this Agreement. If the amount in the Agency Designated Account does not contain sufficient funds to cover fees and obligations of Agency, Agency agrees to pay OPC the amount it owes under this Agreement upon demand, together with all costs and expenses incurred to collect that amount, including reasonable attorneys' fees. The authority granted by this Section shall survive the termination of this Agreement.

**5. SUSPENSION; RESTRICTIONS.** OPC may immediately suspend the Services or withhold Services or individual financial settlements in the event (i) OPC has reason to believe there has been or may be a breach of security, fraud, or misrepresentation in connection with the Services, (ii) continued provision of the Services would violate any applicable law, government regulation or the NACHA rules and regulations, or (iii) the financial status or credit quality of Agency is substantially diminished in the reasonable discretion of OPC. OPC will provide notice and opportunity to cure if practical, depending on the nature of the event causing the suspension. In the event of a suspension under this Section 5, OPC may require Agency to establish a reserve account or institute other mutually agreed restrictions prior to OPC restoring Services. OPC shall have no liability for any suspension in accordance with the terms of this Section 5.

**6. TERM AND TERMINATION.**

6.1. Term. This Agreement shall be effective upon the date of full execution and has an initial term of two (2) years ("Initial Term"). This Agreement shall automatically renew for successive one year periods (a "Renewal Term"), unless either party provides written notification to the other party of its decision not to renew this

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Agreement no later than 90 days prior to the end of the then current term.

6.2. Termination.

6.2.1 Termination For Cause. Either party may terminate this Agreement for cause in the event of a material breach by the other party, which breach is not cured within thirty (30) days after written notice of such breach is provided to the other party.

6.2.2 Termination By OPC. OPC may terminate this Agreement at any time upon written notice to the Agency in the event the provision of the Services hereunder is determined by OPC in its sole discretion to violate any statute, regulation, rule, order or operating procedure enacted or promulgated by a governmental or judicial authority of competent jurisdiction, NACHA (or any similar industry organization with authority over the Services), or in the event that any statute, regulation, rule, order or operating procedure is enacted or promulgated which effectively reduces or eliminates the fees charged by OPC.

6.2.3 Termination For Convenience. Either party may terminate this agreement for convenience upon 60 days prior written notice to the other party.

**7. ACCOUNT MONITORING; SECURITY.** OPC and its Suppliers may monitor the use of Services or Payment Transaction activity and investigate unusual or suspicious activity to the extent it is with reasonable discretion and in compliance with applicable laws and government regulations, provided that in no event does OPC assume any responsibility to discover any possible breach of Agency's security or misuse of the Services. Agency and OPC shall immediately notify the other if either discovers any breach of security. Agency shall be responsible for failure to use reasonable security precautions and for any fraud committed by its employees, representatives and Citizens as a result of such failure in connection with the use of the Services.

**8.**

**INTELLECTUAL PROPERTY.** In order that Agency may promote the Services and OPC's role in providing the Services, OPC grants to Agency a revocable, non-exclusive, non transferable, royalty-free license to use OPC's logo, trademarks and other service marks (the "OPC Marks") for such purpose only, in a form as approved by OPC. Agency does not have any other right, title, license or interest, express or implied, in and to any object code, software, hardware, OPC Marks, service mark, trade name, trade dress, formula, OPC System, know-how, telephone number, telephone line, domain name, URL, copyrighted image, text, script (including, without limitation, IVR or the OPC Website scripts) or other intellectual property right of OPC (collectively "OPC Intellectual Property"). All such OPC Intellectual Property, and all rights and title therein (other than rights expressly granted in this Agreement) are owned exclusively by OPC. Agency's license to use any OPC Marks shall terminate upon the earlier of (a) the effective date of termination or expiration of this Agreement, or (b) immediately, in the event of any breach of this section of the Agreement by Agency. Agency will not utilize any OPC Intellectual Property in any manner that would diminish its value or harm the reputation of OPC. Agency agrees that any use of the OPC Marks will conform to reasonable standards of acceptable use specified by OPC.

**9. COMPLIANCE WITH LAWS, RULES AND REGULATIONS.**

The parties shall comply with all applicable laws, rules and regulations of federal, state and local governmental authorities and governing industry associations, including without limitation, Federal Reserve Regulation E (12 C.F.R. Part 205), the rules of the NACHA, the Card company rules and regulations, and all applicable privacy laws and regulations, all of which are incorporated herein by reference and made a part of this Agreement as if set forth in full herein. OPC may from time to time establish reasonable rules, regulations and operational guidelines with respect to use of the Services by Agency, and Agency agrees to be bound by and comply with such rules, regulations and guidelines thirty (30) days after delivery thereof to Agency, unless immediate compliance is required by law or regulation or otherwise agreed upon in writing by the parties.

**10. WARRANTY AND DISCLAIMER.**

10.1 Warrant<sup>v</sup>. Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder and that the person who signs the Agreement for each party has full authorization to bind the respective party. Agency shall provide to OPC the standard set up form for electronic check transactions ("Agency Set Up Form") and deposit instruction form for Card transactions ("Electronic Deposit Instructions") within ten (10) days of full execution of this Agreement. Agency represents and warrants to OPC that all information provided in such form is current, correct and complete. Agency agrees to notify OPC in writing of any changes to such Agency information within ten (10) days of such change.

10.2. Disclaimer. OPC and its Suppliers are providers of the Services, not insurers, and as such, Agency acknowledges that electronic payment transactions and data processing involves the inherent risk of human and machine errors, omissions, delays and losses including inadvertent loss or misstatement of data. OPC and its Suppliers do not, and cannot, control the flow of data to or from the OPC System, which depends in large part on the Internet and third parties, including without limitation connectivity/access providers. Accordingly, neither OPC nor its Suppliers warrant that the Services will be error free, uninterrupted, and secure or virus free, and OPC and its Suppliers disclaim liability resulting from or related to such events. Except as expressly provided for herein, the Services are provided "AS IS" and "AS AVAILABLE", and OPC and its Suppliers make no other representations or warranties of any kind whatsoever, whether express or implied, by operation of law or otherwise, including,

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without limitation, any implied or statutory warranties of merchantability or fitness for particular purpose.

**11. INDEMNIFICATION.** (Intentionally left blank)

**12. LIMITATION OF LIABILITY.** OPC OR ITS SUPPLIERS SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE, DATA OR DAMAGES FROM LOSS OF USE OR DELAY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER ARISING UNDER ANY THEORY (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, CONTRACT, STRICT LIABILITY OR UNDER STATUTE), EVEN IF OPC HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH POTENTIAL CLAIM, LOSS OR DAMAGE. OPC'S TOTAL AGGREGATE LIABILITY FOR DAMAGES FOR ANY ACTION ASSOCIATED WITH THIS AGREEMENT OR THE SERVICES PROVIDED SHALL IN NO EVENT EXCEED THE AMOUNT OF THE CONVENIENCE FEE PAID TO OPC IN CONNECTION WITH THE PARTICULAR PAYMENT TRANSACTION GIVING RISE TO DAMAGES HEREUNDER. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies. Agency acknowledges that without its agreement to the limitations contained herein, OPC would be compensated differently, and would charge Agency directly for Payment Transactions. Notwithstanding anything to the contrary contained herein, OPC shall not have any liability for delays in receipt or processing of Agency information or Payment Transactions due to causes beyond its reasonable control, including, without limitation, failures or limitations on the availability of third party telecommunications or other transmission facilities or Agency's or Citizen's failure to properly enter and/or transmit information.

**13.**

**CONFIDENTIALITY.** Except as otherwise required by law, the term "Confidential Information" shall mean any and all information which is disclosed by either party to the other verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary, including but not limited to this Agreement and the terms, conditions and pricing contained herein, Agency and Citizen personally identifiable data, the OPC System, and OPC and Agency trade secrets, computer programs, software formulas, inventions, techniques, marketing plans, documentation strategies, and forecasts. Except as otherwise required by law, each party agrees that it will not make use of disseminate, or in any way disclose the other party's Confidential Information to any person, firm or business, except as authorized by this Agreement and limited to the extent necessary for performance of this Agreement, except that OPC may use information for tax collection and other purposes as specifically permitted by federal or state law; may use personal information provided by Citizens to establish and maintain individual user accounts requested to be established by such Citizens with OPC for purposes of the Services; and may use certain non-personally identifiable transaction data and IVR and OPC Website traffic information which are compiled in aggregate for the purpose of preparing and distributing statistical reports and for public company reporting purposes. Each party agrees that it will disclose Confidential Information of the other party only to those of its employees and Suppliers who have a need to know such information and who have agreed to be bound by the nondisclosure terms and conditions of this Agreement prior to disclosure. Each party agrees that it will treat all Confidential Information of the other party with the same degree of care as it accords its own confidential information, except as otherwise required by law, and each party represents that it exercises reasonable care to protect its own confidential information. However, neither party has responsibility for safeguarding the Confidential Information of the other party that is (i) publicly available, (ii) already rightfully in such party's possession and not subject to a confidentiality obligation, (iii) obtained by such party from third parties authorized to make such disclosure, or (iv) independently developed by such party without reference to or use of the Confidential Information of the other party. Notwithstanding the foregoing, the party receiving Confidential Information shall not be in violation of this section with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that the receiving party provides the other party with commercially reasonable prior written notice of such disclosure in order to permit the other party to seek confidential treatment of such information, and provided that the receiving party has been advised by legal counsel that such disclosure is required by law, and such disclosure is limited to the minimum extent required by law. Within ten (10) business days following the date of any termination of this Agreement or upon expiration, Agency agrees to return all confidential information and materials provided by OPC to Agency.

**14. GENERAL PROVISIONS.**

**14.1 Entire Agreement; Severability; Waiver.** This Agreement, together with the attached exhibits, which exhibits are incorporated by reference into this Agreement, constitutes the entire agreement between Agency and OPC with respect to the subject matter hereof, and supersedes any prior agreement, oral or written, between Agency and OPC and/or its representatives(s) in connection with this Agreement. Agency agrees that the failure of OPC to enforce any terms or conditions of this agreement is not a waiver of such or any other terms or conditions herein contained. Except as explicitly provided by this Agreement, this Agreement may not be changed or amended except by a writing executed by authorized representatives of both parties. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision that most closely approximates the intent and economic effect of the invalid provision.

**14.2 Remedies.** Except as otherwise expressly provided in this Agreement, all remedies available to either party are cumulative and not exclusive, and termination, expiration or suspension shall not limit either party from



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pursuing other remedies available at law or in equity.

14.3 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, provided, however, that the foregoing shall not prohibit OPC from assigning this Agreement or its rights hereunder, nor require the consent of the Agency, in connection with any change of control, corporate reorganization, merger or consolidation of OPC. Any purported assignment, transfer, or delegation in violation of this Section shall be null and void. Subject to the foregoing, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

14.4 Status of the Parties: Suppliers. The parties are independent contractors, and nothing herein shall be construed to create a partnership, joint venture, franchise, employer-employee relationship by or between Agency and OPC. No party shall have the authority to commit or bind any other party without such party's prior written consent. Agency acknowledges and agrees that certain portions of the Services which enable Payment Transactions may be provided by OPC Suppliers, including, but not limited to, processing and formatting of Payment Transactions and the debiting and crediting of the Agency Designated Account in accordance with the terms of this Agreement.

14.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of **Ohio** excluding its conflicts of law rules. Exclusive jurisdiction and venue for any claim or action arising out of or relating to this Agreement shall be in the state or federal courts located in the State of **Ohio**.

**14.5.1 DMA Form Statement. OPC 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, OPC 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.**

14.5.2 Campaign Finance — Compliance with ORC § 3517.13. Ohio Revised Code Section 3517.13 1(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. OPC, 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 Agreement will prohibit the Agency from entering, proceeding with, and/or performing the Agreement. Such certification is attached to this Agreement and by this reference made a part hereof.

14.5.3 Drug Free Workplace. OPC agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. OPC shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

14.5.4 Equal Employment Opportunity. In fulfilling the obligations and duties of this Agreement, OPC shall not discriminate against any employee or applicant for employment on the basis of race, religion, national origin, color, creed, gender, sexual orientation, age, Vietnam-era Veteran status, or disability, as defined in the Americans with Disabilities Act.

OPC shall ensure that applicants are hired and that employees are treated during employment without regard to any of the listed factors. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

OPC agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that OPC complies with all applicable federal and state non-discrimination laws. OPC shall incorporate the foregoing requirements of this section in all of its Agreements for any of the work prescribed herein, and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

14.5.6 Parties Responsible for their own Actions. Agency, as a governmental entity, lacks authority to indemnify. As such, Agency and OPC, agree to be and shall be responsible for any and all of their own actions, - accidents, injuries, illnesses, bodily injury, including death, or occurrence, intentional or unintentional, known or unknown, foreseen, or unforeseen, negligent or intentional, related in any manner or which may result from the Agreement or any action, operation, task, or procedure performed pursuant to the Agreement. Therefore, Agency and OPC agree to be individually and solely responsible for any and all of their own liability, losses, damages, actions, claims, suits, demands, judgments, expenses, and/or related expenses, including attorneys fees, regardless of type or nature, actual or threatened, that each may incur as a result of their own actions related in any manner or which result from the Agreement or any action, operation, task, or procedure performed pursuant to the Agreement.

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14.5.7 Findings for Recovery. OPC certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

14.6 Notices. Except as expressly provided herein, all notices and other communications required or permitted hereunder shall be given in writing and shall be delivered personally or sent by certified mail (return receipt requested), or by nationally recognized overnight courier, and shall be deemed to have been delivered upon receipted delivery to the respective addresses set forth below. Any party may change its address for notice by providing notice to all other parties as provided herein. Notices to OPC shall be sent to:

Chief Operating Officer  
Official Payments Corporation  
10780 Parkridge Boulevard, 4 Floor  
Reston, VA 20191

With a copy to:

General Counsel  
Official Payments Corporation  
10780 Parkridge Boulevard, 4<sup>th</sup> Floor  
Reston, VA 20191

Notices to Agency shall be sent to:  
Delaware County Treasurer

**Exhibit A  
Credit/Debit Card Fee Schedule**

Transactions under \$40.00 are charged a convenience fee of \$1.00.  
Transactions over \$40.01 are charged a convenience fee of 2.5% of the transaction amount.

**Exhibit B  
PCI Security Requirements  
(Applicable to Agency using STP Payment Processing Only)**

PCI Data Security Standard is a set of requirements established by the Payment Card Industry to protect cardholder and transaction data. These requirements apply to all Payment Card Industry members, merchants, and service providers that store, process, or transmit cardholder data, and apply to all "system components", which is defined as any network component, server, or application included in, or connected to, the cardholder data environment. Network components, include, but are not limited to, firewalls, switches, routers, wireless access points, network appliances, and other security appliances. Servers include, but are not limited to, web, database, authentication, DNS, mail, proxy, and NTP. Applications include all purchased and custom applications, including internal and external (web) applications.

The Agency shall be responsible for Information Technology (IT) security for all personnel with access to the Agency network, systems connected to the Agency network or those applications developed and/or operated by the Agency.

This includes but is not limited to information technology, hardware, software, and the management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

Examples of tasks that require security provisions include but are not limited to acquisition, transmission or analysis of data owned by Agency and/or OPC or access to Agency networks or computers at a level beyond that granted the general public, e.g., bypassing the Agency firewall.

PCI standards require that Agency shall have a documented, implemented, and properly maintained IT Security Plan for the duration of the Agreement.

This Plan shall describe the processes, procedures and training of personnel that will be followed to support the appropriate security of IT resources that are developed, processed, or transmitted during this Agreement.

This Plan must address the security measures and safeguards that will be provided to support the privacy, confidentiality, and integrity of sensitive information. It must address the protection mechanisms used for unauthorized access, alteration, disclosure, or misuse of processed, stored, or transmitted information.

Agency shall have appropriate technical, personnel, administrative, environmental, and access safeguards; and operate effectively and accurately.

Agency shall review all PCI technical and physical security requirements, and shall ensure that connections to all Agency platforms, operating environments, and applications are protected to prevent unauthorized access and assure accountability, availability, and integrity.

Vote on Motion Mr. Thompson Aye Mr. Hanks Aye Mr. O'Brien Aye

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**RESOLUTION NO. 09-1542****IN THE MATTER OF APPROVING PLAT FOR RANBRIDGE RAVINES COMMON ACCESS DRIVEWAY:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

Whereas, the plat for the following development has been approved by the County Engineer, and

Whereas, the County Engineer recommends that the Commissioners approve the following plat;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following plat.

**Ranbridge Ravines Common Access Driveway**

Situated In The Township Of Berlin, County Of Delaware, State Of Ohio And Being A Part Of Farm Lot 3, Quarter-Township 2, Township 4, Range 18 In The United States Military Lands, Being A Subdivision Of 26.931 Acres, Being All Of An Original 26.931 Acre Tract Owned By O'Brien Development, LLC As Recorded In Official Records Volume 855, Page 2020 In The Delaware County Recorder's Office. Cost \$30.00.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

**RESOLUTION NO. 09-1543****IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND E.P. FERRIS & ASSOCIATES, INC. FOR THE PROJECT KNOWN AS DEL-CR16 AND DEL-CR48 CONDIT AND CENTERBURG ROAD BRIDGES:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

Whereas, the County Engineer recommends approval of the contract with E.P. Ferris & Associates, Inc;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following Contract with E.P. Ferris & Associates For Engineering Services for Condit & Centerburg Road Bridges.

**PROFESSIONAL SERVICES CONTRACT****DEL-CR16 AND DEL-CR48 CONDIT & CENTERBURG ROAD BRIDGES****Section 1 – Parties to the Agreement**

Agreement made and entered into this 14<sup>th</sup> day of December, 2009 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and the firm of E.P. Ferris & Associates, Inc. 880 King Avenue, Columbus, Ohio 43212 ("Consultant").

**Section 2 – Contract Administrator**

The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as Administrator and agent of the Board for Work performed in accordance with this Agreement. The Administrator shall have general supervision of the Work and authority to order commencement or suspension of Work.

**Section 3 – Scope of Services (Work)**

Consultant agrees to furnish, unto the County, professional engineering services for the project known as DEL-CR16 and DEL-CR48 Condit and Centerburg Road Bridges including those services listed in the Scope of Services agreed upon by the County and Consultant (last revision date October 30, 2009) and the Price Proposal (last revision date November 19, 2009), by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work promptly and in a skillfully competent manner under the direction of the Administrator and in accordance with generally accepted professional engineering standards.

**Section 4 – Compensation**

Compensation for Work performed under this Agreement shall be based on a lump sum not to exceed One Hundred Thirty One Thousand Seven Hundred Ninety Dollars (\$131,790) and additional "If Authorized" tasks identified in said Price Proposal not to exceed Fifty Two Thousand Four Hundred Fifty Eight Dollars (\$52,458) in accordance with allowable costs and fees listed in the Consultant's aforementioned Price Proposal. Compensation for those tasks listed in the Price Proposal shall constitute full payment for all labor, equipment and materials required to complete those tasks.

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**Section 5 – Payment**

Compensation shall be paid based on the percentage of work performed to date in accordance with the Consultant's Price Proposal, determined by the Consultant and approved by the Administrator. Invoices shall be submitted to the Administrator by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. Consultant shall not commence any "If Authorized" task until written authorization for such work is provided by the County. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices.

**Section 6 – Completion of Work, Delays and Extensions**

All Work associated with this Agreement shall be completed by the Consultant no later than May 15, 2011. In the event that unforeseen and unavoidable delays prevent the timely completion of the Work provided under this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

**Section 7 – Insurance**

- 7.1 **General Liability Coverage:** Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 **Automobile Liability Coverage:** Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 **Workers' Compensation Coverage:** Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 **Professional Liability Insurance:** Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 7.5 **Additional Insureds:** The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.6 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

**Section 8 – Indemnification**

The Consultant shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

**Section 9 – Suspension or Termination of Agreement**

The County may suspend or terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Consultant ordering termination of Work. The Consultant shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

**Section 10 – Change in Scope of Work**

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

**Section 11 – Ownership of Engineering Documents**

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Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents or electronic files produced under this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials.

**Section 12 – Change of Key Consultant Staff**

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Work as contemplated at the time of executing this Agreement.

**Section 13 – Miscellaneous Terms & Conditions**

- 13.1 **Prohibited Interests**: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 13.2 **Entire Agreement**: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 13.3 **Governing Law**: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 13.4 **Headings**: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 13.5 **Waivers**: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 13.6 **Severability**: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 13.7 **Findings for Recovery**: Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.8 **Homeland Security**: Consultant 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, Consultant 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.
- 13.9 **Non-Discrimination/Equal Opportunity**: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant certifies that it has a written affirmative action program for employment and effectively

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utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

- 13.10 Campaign Finance – Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

**RESOLUTION NO. 09-1544**

**IN THE MATTER OF APPROVING AGREEMENT BETWEEN THE DELAWARE COUNTY (OHIO) COMMISSIONERS AND THE DELAWARE COUNTY REGIONAL PLANNING COMMISSION FOR THE U.S. 36/S.R. 37 CORRIDOR SUPPLEMENTAL STUDY:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

Whereas, the County Engineer recommends approval of the following agreement between The Delaware County (Ohio) Commissioners And The Delaware County Regional Planning Commission For The U.S. 36/S.R. 37 Corridor Supplemental Study;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following Agreement Between The Delaware County (Ohio) Commissioners And The Delaware County Regional Planning Commission For The U.S. 36/S.R. 37 Corridor Supplemental Study.

**Agreement**

This Agreement No. 1 is entered into at Delaware, Ohio this 14<sup>th</sup> day of December, 2009, by and between Delaware County, Ohio, hereinafter referred to as the **COUNTY**, and the Delaware County Regional Planning Commission, hereinafter referred to as the **DCRPC**, located at 109 North Sandusky Street, Delaware, Ohio 43015

The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as Administrator and agent of the Board in performance of Work performed in accordance with this Agreement. The Administrator shall have general supervision of the Work and authority to order commencement or suspension of Work.

That the **DCRPC**, for consideration hereafter named, agrees to do, perform and carry out in a manner satisfactory to the **COUNTY** the following work for the U.S. 36/S.R. 37 Corridor Supplemental Study.

**CLAUSE I – WORK DESCRIPTION**

The **COUNTY** and the **DCRPC** have identified the need to supplement the study of the U.S. 36/S.R. 37 corridor that the Ohio Department of Transportation is doing between Sunbury and Delaware. This supplemental study is intended to provide the County Engineer with additional information to evaluate the impacts of potential development in this corridor on various County and Township roads.

The estimated scope of work includes GIS map creation/editing of a U.S. 36/S.R. 37 corridor map, including the merging of data from the Berlin, Berkshire, Brown and Sunbury Comprehensive Plans, where applicable, as well as any proposed development which have been formally presented to a public jurisdiction. Map shall also include proposed road alternatives from the jurisdictions noted above, as well as the City of Delaware and the 2001 Delaware County Thoroughfare Plan, as amended. Care shall be taken to track the development of the Glenn Road project as well as the Veteran’s Memorial Highway and their potential impact on the study area. The project will also include a textual report, detailing land use designations, population projections, proposed school and public facility implications, and similar land-use-related issues.

**CLAUSE II – TIME OF PERFORMANCE**

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All work for the U.S. 36/S.R. 37 Supplemental Study will be completed by March 31, 2010. This Agreement may be extended by mutual consent of the **DCRPC** and the **COUNTY**.

**CLAUSE III – PRIME COMPENSATION**

The **COUNTY** agrees to pay the **DCRPC** \$25,000.00 for the Scope of Work, as detailed in Clause I – Work Description, including the costs of wages, fringe benefits, indirect and other direct expenses.

Payment to the **DCRPC** shall be issued by the **COUNTY** upon receipt of a single invoice from the **DCRPC**. The **DCRPC** will not be obligated to provide work not contained in this Agreement, thereby incurring costs in excess of the Agreement amount, unless and until the **DCRPC** and the **COUNTY** agree to modify total compensation by written amendment to this Agreement.

**CLAUSE IV – TERMINATION**

This Agreement may be terminated by either party hereto upon thirty (30) days' written notice, for the convenience of any party or should the other party fail substantially to perform in accordance with the terms hereof. The **DCRPC** shall be paid its compensation for services performed to the date of termination or abandonment including reimbursable expenses then due, less any amount retained by the **COUNTY** to defer additional costs the **COUNTY** may sustain in connection with unsatisfactory performance by the **DCRPC**.

**CLAUSE V – NON-DISCRIMINATION**

During the performance of the Agreement, the **DCRPC** for itself, its assignees, and successors in interest, agrees as follows:

- A. Compliance with regulations, the **DCRPC** will follow regulations of the U.S. Department of Transportation relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation (Title 49 Code of Federal Regulation, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the Agreement.
- B. Non-discrimination. The **DCRPC**, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, age, religion, handicap or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The **DCRPC** will not participate either directly or indirectly in the discrimination prohibited by Title 49, Parts 21 or 27 of the Regulations, including employment practices.

**CLAUSE VI – INTEREST OF PUBLIC OFFICIALS**

No member, officer, or employee of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**CLAUSE VII – LAWS OF OHIO**

The rights and duties of the parties hereto shall be determined by the laws of the State of Ohio, and to that end this Agreement shall be considered as an Agreement made and to be performed and enforced in the State of Ohio.

**CLAUSE VIII – AGREEMENT CERTIFICATION**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officers of the **COUNTY** and the **DCRPC**.

Vote on Motion Mr. Thompson Aye Mr. Hanks Aye Mr. O'Brien Abstain

**RESOLUTION NO. 09-1545**

**IN THE MATTER OF ESTABLISHING A DRAINAGE MAINTENANCE ACCOUNT AND APPROVING THE PERMANENT DRAINAGE MAINTENANCE EASEMENT FOR THE BROOKVIEW DRAINAGE IMPROVEMENT PROJECT:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

**Brookview ID #09-15 Drainage Improvement Project:  
Establish Drainage Maintenance Account and Drainage Maintenance Easement as Follows:**

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Name: Brookview  
 Account: 09-15  
 Organization: 21911401  
 Amount: \$3,000.00

**Easement Brookview ID #09-15 Drainage Improvement**

Commencing At Points "A" And "C" Parallel To Woodstown Road Approximately 1,350' East Of The Intersection Of Woodstown Road And Brookview Drive, And Terminating At Point "G" At The Intersection Of Brookview Drainage And The Parcels Identified By Delaware County PIN 31622001043000 And 31622001042000.

Points A to B:  
 26 feet left of the right-of-way limit

Points C to D:  
 26 feet right of the right-of-way limit

Points D to E:  
 25 feet right of top bank  
 25 feet left of top bank

Points F to G:  
 25 feet right of top bank  
 25 feet left of top bank

(A copy of the easement map is available in the Commissioners' Office until no longer of administrative value).

WHEREAS, the Delaware County Engineering Staff and the Soil and Water Conservation Staff recommend establishing the drainage maintenance account and approving drainage maintenance easements;

THEREFORE BE IT RESOLVED, that the Commissioners establish the drainage maintenance account and approve the drainage maintenance easements

FURTHER BE IT RESOLVED, that the Commissioners will approve the final schedule of construction assessments (copy available in the Commissioners' Office until no longer of administrative value) when the interest rate of the bond for the borrowing of the money is determined.

BE IT FURTHER RESOLVED, that the Commissioners Office will supply to the Auditor's Office the final schedule of constructions assessments after the bond is issued and the interest rates are determined for the assessments. Eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited, to pay their assessments with the interest rate on the installments.

As this project came in under the estimate, some property owners who paid in advance are due a refund, in addition several property owners whose total cost is below the minimum \$10.00 requirement will be increased to meet that requirement.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

**RESOLUTION NO. 09-1546**

**IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to adopt the following Resolution:

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

WHEREAS, the appointing authority for the procurement card being the Delaware Area Transit Agency Board has adopted a policy in accordance with the policy adopted by the Delaware County Board of Commissioners 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).

WHEREAS, the cardholders are aware of and have read the policy and are aware of the disciplinary action for misuse of the card and are aware of the responsibility associated with being a cared holder; and



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WHEREAS, the use of the purchasing card will follow the established procurement policy adopted by the Delaware Area Transit Agency Board; and

NOW THEREFORE BE IT RESOLVED,

1. That the Delaware Area Transit Agency Board authorizes the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Appointing Authority: Delaware Area Transit Agency Board  
Office/Department: Delaware Area Transit Agency

Control Group: OPT4  
Daily spending per card: \$1,000.00  
Monthly spending per card: \$5,000.00  
Single transaction limit: \$1,000.00  
Daily number of transactions per card: 10  
Monthly number of transactions per card: 50

Name on Card 1: Stephanie Cameron

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09-1547

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

The Director of Job and Family Services recommends an up to 90 day Temporary-Over-Hire Assignment for Mikkele Mitchell to an Income Maintenance Worker III; effective December 14, 2009.

Vote on Motion Mr. Thompson Aye Mr. Hanks Aye Mr. O'Brien Aye

RESOLUTION NO. 09-1548

IN THE MATTER OF APPROVING TRANSFER OF FUNDS FOR JOB AND FAMILY SERVICES:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

Transfer of Funds

From	To	
22511607-5801	22411604-4601	
Childrens Services/Transfers	JFS Children's Services/Interfund Revenue	\$ 348,506.88

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 09-1549

IN THE MATTER OF SETTING THE TIME AND DATE TO RECEIVE BIDS FOR DCRSD 09-05: INSPECTION SERVICES FOR SANITARY IMPROVEMENTS FOR THE DELAWARE COUNTY REGIONAL SEWER DISTRICT:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

Whereas the Sewer District currently employs two full time inspectors for the purposes of inspecting improvements to the County's Sewer Districts infrastructure, and

Whereas to insure proper levels of staffing for the various projects that need inspection, Sewer District staff recommends providing duplicity for the services in the form of outsourced inspectors, and

Whereas the Sewer District has employed, with success, outsourced inspectors on a as needed basis in the past, and

Whereas Sewer District staff has estimated the cost of the needed services to potentially exceed \$25,000 and

Whereas the Ohio Revised Code requires procurement of these types of services by competitive bidding when the value of the proposed services exceed \$25,000, and

Whereas Sewer District staff has developed the contract documents and specifications for the needed services,

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and

Whereas the contract documents have been reviewed by and meet the standards of the County Prosecutor's Office, and

Whereas the Delaware County Regional Sewer District desires to receive bids for public bid **DCRSD 09-05: Inspection Services for Sanitary Improvements** on January 7, 2010, and

Therefore, be it resolved that the Board of County Commissioners will receive bids for **DCRSD 09-05: Inspection Services for Sanitary Improvements on January 7, 2010 at 3:00 PM at 50 Channing Street, Delaware, Ohio.**

Furthermore be it resolved that the Board of County Commissioners approve the contract documents and specifications as developed by County Sewer District staff for the purposes of the proposed public bid.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

**RESOLUTION NO. 09-1550**

**IN THE MATTER OF APPROVING AN EASEMENT AGREEMENT WITH BARBARA G. SCHANCK AND H. ARTHUR SCHANCK FOR THE CHESHIRE ELEMENTARY SCHOOL SANITARY SEWER IMPROVEMENTS PROJECT:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

Whereas the Board of County Commissioners have previously executed a resolution of necessity for the Cheshire Elementary School Sanitary Sewer Improvements Project, and

Whereas both temporary and permanent easements from Barbara G. Schanck and H. Arthur Schanck on their property (parcel ID# 41831001038000) in Berlin Township, Ohio are needed for the proposed improvements, and

Whereas the required easements are detailed in Exhibit 1, and

Whereas County Sewer District Staff negotiated a value of Six thousand, one hundred two dollars (\$6,102) for the required easements, and,

Whereas County Sewer District Staff recommends this negotiated value for the proposed easements,

Therefore be it resolved that the Board of County Commissioners execute the easement agreement with Barbara G. Schanck and H. Arthur Schanck for the purchase of the easements as described in Exhibit 1.

Furthermore be it resolved that the Board of County Commissioners approve a purchase order and voucher for payment in the amount of \$6,102.00 to Barbara G. Schanck and H. Arthur Schanck from 66690415-5415.

**EASEMENT AGREEMENT**

THIS AGREEMENT made at Delaware, Ohio, this 14<sup>th</sup> day of December, 2009, by and between Barbara G. Schanck and H. Arthur Schanck, SELLER, and the Delaware County Commissioners, BUYER;

**WITNESSETH:**

In consideration of the promises and covenants herein after contained, the SELLER agrees to sell and convey and the BUYER agrees to purchase and to pay for an Easement across the real estate described on attached Exhibit 1.

The purchase price of said Easement is Six thousand, one hundred two dollars (\$6,102) upon the execution of the Deed of Easement.

This transaction is to be closed at the SELLERS convenience, on or before January 8, 2010 at which time the SELLER will execute and deliver to the BUYER the attached Deed of Easement for the above-described real estate.

The temporary construction easement as described on Exhibit 1 shall be effective for a nine-month period, with an effective date that shall be determined by Delaware County following execution of the construction contract. Delaware County will provide written notice of the effective date of the temporary construction easement via certified mail to the SELLER.

(Copy of Exhibit is available in the Sanitary Engineer's Department until no longer of administrative value).

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Vote on Motion Mr. Thompson Aye Mr. Hanks Aye Mr. O'Brien Aye

**RESOLUTION NO. 09-1551**

**IN THE MATTER OF APPROVING EASEMENT AGREEMENT WITH JOHN P. AND DONNA J. LESKOSKE FOR THE CHESHIRE ELEMENTARY SCHOOL SANITARY SEWER IMPROVEMENTS PROJECT:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

Whereas the Board of County Commissioners have previously executed a resolution of necessity for the Cheshire Elementary School Sanitary Sewer Improvements Project, and

Whereas both temporary and permanent easements from John P. and Donna J. Leskoske at 2782 Red Robin Way in Berlin Township, Ohio are needed for the proposed improvements, and

Whereas the required easements are detailed in Exhibit 1, and

Whereas County Sewer District Staff negotiated a value of Twenty seven thousand, one hundred two dollars (\$27,102) for the required easements, and,

Whereas County Sewer District Staff recommends this negotiated value for the proposed easements,

Therefore be it resolved that the Board of County Commissioners execute the easement agreement with John P. and Donna J. Leskoske for the purchase of the easements as described in Exhibit 1.

Furthermore be it resolved that the Board of County Commissioners approve a purchase order and voucher for payment in the amount of \$27,102.00 to John P. and Donna J. Leskoske from 66690415-5415.

**EASEMENT AGREEMENT**

THIS AGREEMENT made at Delaware, Ohio, this 14 day of December, 2009, by and between John P. and Donna J. Leskoske, SELLER, and the Delaware County Commissioners, BUYER;

WITNESSETH:

In consideration of the promises and covenants herein after contained, the SELLER agrees to sell and convey and the BUYER agrees to purchase and to pay for an Easement across the real estate described on attached Exhibit 1.

The purchase price of said Easement is Twenty seven thousand one hundred and two dollars \$27,102.00 (\$21,202.00 (value of negotiated easement price) plus \$5,900 (capacity fee) upon the execution of the Deed of Easement.

The SELLER agrees to return the \$5,900 component of the purchase price for the tap fee to the BUYER in a separate transaction to occur not later than (7) calendar days following the date when the SELLER's home is connected to the new sanitary sewer.

The BUYER agrees that, because construction activities for the proposed sewer will cause the SELLER's existing leach field and septic system to be permanently damaged and therefore unusable, the SELLER's residence at 2782 Red Robin Way shall be connected to the sanitary sewer at no expense to the SELLER. The aforementioned connection shall include, but not be limited to, the tap fee, plumbing from the house to the sewer, and crushing or filling of the current underground tanks with sand or other appropriate material. The SELLER agrees to allow the BUYER's contractors and sub-contractors access to portions of the SELLER's property not included in the easement areas described on Exhibit 1 where the SELLER's existing septic tank and leach field are located, solely for purposes of performing this connection.

The BUYER agrees to specify within the project's contract documents that the existing row of spruce and ash trees along the southern edge of the property will not be disturbed during the construction activities.

If any part of the existing row of spruce and ash trees at the southern end of the property is damaged due to consequential, unforeseen stresses caused by construction activities, the SELLER acknowledges that the BUYER has compensated the SELLER for these consequential, unforeseen stresses within the easement price listed above.

This transaction is to be closed at the SELLERS convenience, on or before December 21, 2009 at which time the SELLER will execute and deliver to the BUYER the attached Deed of Easement for the above-described real estate.

The temporary construction easement as described on Exhibit 1 shall be effective for a nine-month

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period, with an effective date that shall be determined by Delaware County following execution of the construction contract. Delaware County will provide written notice of the effective date of the temporary construction easement via certified mail to the SELLER.

(Copy of Exhibit is available in the Sanitary Engineer’s Department until no longer of administrative value).

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

**RESOLUTION NO. 09-1552**

**IN THE MATTER OF APPROVING AN EASEMENT AGREEMENT WITH DOMINION HOMES, INC. FOR THE CHESHIRE ELEMENTARY SCHOOL SANITARY SEWER IMPROVEMENTS PROJECT:**

It was moved by Mr. Hanks, seconded by Mr. O’Brien to approve the following:

Whereas the Board of County Commissioners have previously executed a resolution of necessity for the Cheshire Elementary School Sanitary Sewer Improvements Project, and

Whereas both temporary and permanent easements are needed for the proposed improvements from Dominion Homes, Inc. on their property east of the Cheshire Elementary School in Berlin Township, Ohio, and

Whereas the required easements are detailed in Exhibit 1, and

Whereas Dominion Homes, Inc. has executed an easement agreement for the County to purchase the required easements, and

Whereas the purchase price of the easements is Fourteen thousand seven hundred and twelve dollars (\$14,712.00) and equals the appraised value of the required easements,

Therefore be it resolved that the Board of County Commissioners execute the easement agreement with Dominion Homes, Inc. for the purchase of the easements as described in Exhibit 1.

Furthermore be it resolved that the Board of County Commissioners approve a purchase order and voucher for payment in the amount of \$14,712.00 to Dominion Homes, Inc. from 66690415-5415

**EASEMENT AGREEMENT**

THIS AGREEMENT made at Delaware, Ohio, this 14th day of December, 2009, by and between Dominion Homes, Inc. SELLER, and the Delaware County Commissioners, BUYER;

WITNESSETH:

In consideration of the promises and covenants herein after contained, the SELLER agrees to sell and convey and the BUYER agrees to purchase and to pay for an Easement across the real estate described on attached Exhibit 1.

The purchase price of said Easement is Fourteen thousand seven hundred and twelve dollars (\$14,712) upon the execution of the Deed of Easement.

This transaction is to be closed at the SELLERS convenience, on or before January 8, 2010 at which time the SELLER will execute and deliver to the BUYER the attached Deed of Easement for the above-described real estate.

The temporary construction easement as described on Exhibit 1 shall be effective for a nine-month period, with an effective date that shall be determined by Delaware County following execution of the construction contract. Delaware County will provide written notice of the effective date of the temporary construction easement via certified mail to the SELLER.

(Copy of Exhibit is available in the Sanitary Engineer’s Department until no longer of administrative value).

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

**RESOLUTION NO. 09-1553**

**IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS AND SUPPLEMENTAL APPROPRIATIONS:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

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**Transfer of Appropriation**

<b>From</b>	<b>To</b>		
10011102-5801	10011102-5301		
Comm General/Transfers	Comm General/Professional Services	\$	36,000.00
10011102-5801	10011102-5319		
Comm General/Transfers	Comm General/Reimbursements	\$	34,000.00
10011102-5801	10011102-5360		
Comm General/Transfers	Comm General/Court Related Services	\$	12,000.00

**Supplemental Appropriation**

10011202-5301	Public Defender/Prof Services	\$	70,000.00
40311420-5328	Ditch Maintenance/Maintenance Services	\$	3,000.00
29240001-5001	Motor & Gas/Compensation	\$	83,656.92
29340403-5001	OSMF/Compensation	\$	117,084.28

Vote on Motion Mr. Thompson Aye Mr. Hanks Aye Mr. O'Brien Aye

**BUDGET DISCUSSION**

**COMMISSIONERS' COMMITTEES REPORTS  
(Refer To CD Minutes For Entire Record)**

**Commissioner Hanks**

- Gazette Article On PIN
- Dispatch Article On Bombs
- Gazette Health Department Article On H1N1
- Delinquent Tax Collection Is Up
- Bond Ratings
- Train Display Is Monday The 21st

**Commissioner O'Brien**

- Health Department Article On H1N1 Service
- Bond Ratings

**Commissioner Thompson**

- Topic For Conflict Resolution; Communication And Trust

**RESOLUTION NO. 09-1554**

**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 COLLECTIVE BARGAINING:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to adjourn into Executive Session at 10:35AM.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

**RESOLUTION NO. 09-1555**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to adjourn out of Executive Session at 10:58AM.

Vote on Motion Mr. Thompson Aye Mr. Hanks Aye Mr. O'Brien Aye

**RESOLUTION NO. 09-1556**

**IN THE MATTER OF ADJOURNING THE MEETING:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to adjourn the meeting.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

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Todd Hanks

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Ken O'Brien

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Tommy Thompson

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Letha George, Clerk to the Commissioners