

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 21, 2010**

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. 10-88

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 19, 2010:

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 January 19, 2010; 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

RESOLUTION NO. 10-89

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0120 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0120:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0120, Procurement Card Payments in batch number PCAPR0120 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R1001128	FACILITIES	CELLULAR TEL/2-WAY COMMUNICATION	10011301 - 5330	\$12,000.00	0001
R1001135	TREASURER STATE OF OHIO BBS	1% STATE FEE RESIDENTIAL PERMITS	10011301 - 5380	\$5,950.00	0001
R1001135	TREASURER STATE OF OHIO BBS	3% STATE FEE COMMERCIAL PERMITS	10011301 - 5380	\$7,950.00	0002
R1001851	COMMON PLEAS 2ND	Court Contract	23711630 - 5360	\$15,000.00	0001
R1001852	COMMON PLEAS 3RD	Court Contract	23711630 - 5360	\$10,000.00	0001
R1001856	FACILITIES	Postage	23711630 - 5331	\$7,500.00	0001
R1001857	NORTHWOODS CONSULTING PARTNERS INC	Maintenance Contract	23711630 - 5325	\$15,000.00	0001
R1001858	COMMISSIONERS	Indirect Costs	23711630 - 5380	\$27,369.00	0001

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R1001859	JUVENILE COURT	Court Contract	23711630 - 5360	\$60,000.00	0001
R1001862	PROSECUTORS	Attorney Cost	23711630 - 5301	\$50,000.00	0001
R1001863	COMMISSIONERS	Rent	23711630 - 5335	\$92,993.00	0001
R1001864	SHERIFF'S OFFICE	Contract	23711630 - 5301	\$20,000.00	0001
R1001810	DELAWARE MUNICIPAL COURT JUSTICE CENTER	JUROR FEE REIMBURSEMENT	10029203-5360	\$35,000.00	0001
R1001810	DELAWARE MUNICIPAL COURT JUSTICE CENTER	WITNESS REIMBURSEMENT	10029203-5360	\$5,000.00	0002

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

RESOLUTION NO. 10-90

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The EMS Department is requesting that Brent Staley attend an Ohio ITLS Conference in Columbus, Ohio February 25-28, 2010, at the cost of \$290.00 (Fund Number 10011303).

The EMS Department is requesting that Joe Farmer attend an Ohio ITLS Conference in Columbus, Ohio February 25-28, 2010, at the cost of \$390.00 (Fund Number 10011303).

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

RESOLUTION NO. 10-91

IN THE MATTER OF APPROVING A BOND AGREEMENT BY AND BETWEEN THE BOARDS OF COUNTY COMMISSIONERS OF CHAMPAIGN, DELAWARE, MADISON AND UNION COUNTIES FOR A CAPITAL IMPROVEMENTS GRANT FOR RENOVATIONS FROM THE OHIO DEPARTMENT OF YOUTH SERVICES:

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

BOND AGREEMENT

This contract (hereinafter referred to as the "bond agreement") is between the respective four Counties herein. This bond agreement is not valid or effective until the date when the last party signs and all resolutions are attached as provided herein.

Whereas, the Boards of County Commissioners of Champaign, Delaware, Madison and Union Counties (collectively hereinafter referred to as the "Commissioners") pursuant to laws of Ohio are members of the four County Joint Juvenile Detention Board for Champaign, Delaware, Madison and Union Counties (identified herein as "Joint Board"), and;

Whereas, the Joint Board operates an entity known as the Central Ohio Youth Center which is the successful recipient of a capital improvements grant for renovations from the Ohio Department of Youth Services (identified herein as "DYS") in an amount not to exceed \$1,380,000.00, representing a 60% share by DYS of the total project cost of \$2,300,000.00, and;

Whereas, the grant by DYS is conditioned upon the Joint Board providing a 40% match of the cost of the capital improvements in an amount not to exceed \$920,000.00, and;

Whereas, in order for the Joint Board to secure the 40% match of \$920,000.00, the Commissioners of Champaign, Delaware and Madison Counties have requested that the Board of Commissioners of Union County (hereinafter "Union County") issue a Bond on the credit of Union County on behalf of the Joint Board and the Central Ohio Youth Center subject to repayment as provided herein.

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IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS:

1. Union County on behalf of the Joint Board will secure the \$920,000.00 Bond for the 40% match. The Bond for the local match is conditioned upon the Commissioners of Champaign, Delaware and Madison Counties each passing resolutions to acknowledge and guarantee that each County is responsible for its respective 25% share of the principal, interest and costs for the Bond secured by Union County.
2. Union County anticipates securing the Bond for a 20 year term. Upon written request of Union County, not less than 30 days before the end of the Bond term or any renewal, the Boards of County Commissioners of Champaign, Delaware and Madison Counties will pay to Union County within 20 days of the notice their respective 25% share of the Bond principal, interest and costs of procurement including miscellaneous fees, brokerage fees and the cost of bond Counsel, if any.
3. Each of the undersigned Board of County Commissioners of the Joint Board member Counties will adopt a Board resolution consistent with this agreement acknowledging their County's obligation on the Bond and attach a signed copy of the resolution to this bond agreement. For this bond agreement to be in force, all four resolutions will be attached hereto and incorporated by reference. Thereafter, Union County will secure the Bond.
4. This bond agreement (including its exhibits) contains the entire agreement among the parties and supersedes all prior or contemporaneous discussions, negotiations, representations, or agreements.

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

RESOLUTION NO. 10-92

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND PREMIER HEALTH CARE SERVICES FOR EMS PHYSICIAN MEDICAL DIRECTOR SERVICES :

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

Whereas, the Director of Emergency Medical Services recommends approval of the following contract with Premier Health Care Services For EMS Physician Medical Director Services;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract with Premier Health Care Services For EMS Physician Medical Director Services:

Agreement

THIS AGREEMENT, made this 21st day of January, 2010, is by and between the Delaware County Board of Commissioners ("Delaware County") and Premier Health Care Services ("PHCS").

WHEREAS, Delaware County operates an EMS service which provides care to the citizens of the community; and

WHEREAS, Delaware County desires a physician medical director to further the quality of its service;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Duties and Responsibilities -
PHCS will provide a Physician ("Physician") to fill the position of medical director and Physician agrees to the duties as defined below:
 - a. Physician shall be qualified to practice medicine in the State of Ohio. This Agreement is expressly subject to successful maintenance of licensure, and such membership and privileges, as may be applicable to Physician providing service hereunder.
 - b. Physician shall evaluate and seek to improve the quality of prehospital care.
 - c. Physician shall review patient records and critique with prehospital and hospital personnel as needed.
 - d. Physician shall assure that a mechanism exists to evaluate skills competency of prehospital personnel to Delaware County EMS.
 - e. Physician shall report deficiencies or opportunities to improve prehospital patient care to the Command Staff of DCEMS.
 - f. Physician shall assure that a mechanism exists for prompt medical director review of cases involving radio delay / failure or potential patient care deficiencies.
 - g. Physician shall recommend to the Director of DCEMS the suspension or decertification of personnel found imposing an immediate threat to patient well being.
 - h. Physician shall assure that a mechanism exists to educate and remediate prehospital personnel who are found to need improvement in their patient care skills.

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- i. Physician shall review draft DCEMS standard operating guidelines and patient care guidelines, and provide feedback in a timely manner.
 - j. Physician shall participate in continuing educational opportunities with the prehospital personnel.
 - k. Other medical duties as mutually agreed upon with the Director of EMS.
2. Term - This Agreement shall become effective on January 21, 2010 and shall terminate 365 days after the commencement of the term. After the original term, this Agreement shall automatically renew in successive one (1) year terms unless either party provides written notice of intent not to renew at least ninety (90) days prior to the expiration of the then current term.
 3. Compensation - In consideration of the services to be rendered by Physician pursuant to this Agreement, Delaware County shall pay to PHCS an annual rate of ten thousand dollars (\$10,000.00).
 4. Insurance - PHCS shall provide and maintain professional liability insurance coverage for Physician with total limits of \$1 million per claim and \$ 3 million aggregate coverage per year ("Professional Liability Insurance"), and upon written request PHCS will provide a certificate of such Professional Liability Insurance to Delaware County. PHCS shall be responsible for payment of the premiums to maintain such Professional Liability Insurance in force. Is such insurance is "claims made," an extended reporting endorsement ("Tail") of the Physician's services, and PHCS shall be responsible for and shall pay any such Tail insurance premium.
 5. Termination - This Agreement shall be terminated upon the happening of any of the following events:
 - a. By either party, upon thirty (30) Days prior written notice to the other party, in the event the other party fails or refuses to perform any of its duties and responsibilities under this Agreement; provided, however, that in the event the failure is remedied within thirty (30) days after such notice is given, such notice shall be null and void and the Agreement shall continue in full force and effect; or
 - b. By Delaware County, immediately upon written notice to Physician, in the event of: (i) the limitation, suspension, or loss of the Physician's medical license or (ii) the conviction of Physician of any felony or offence involving moral turpitude.
 - c. In the event this Agreement is terminated at any time during its term, the parties shall not enter into a substitute agreement that contains a material change to any of the provisions of this Agreement, within one (1) year of the commencement date of this Agreement.
 - d. Notwithstanding the above, either party may terminate this Agreement for any reason upon thirty (30) days written notice to the other party.
 6. Severability - In the event that any word, phrase, clause, sentence, paragraph, section or other provision of this Agreement shall violate any applicable statute, ordinance or rule of law in any jurisdiction that governs this Agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.
 7. Construction of Agreement - The language in all parts of this Agreement shall in all cases be simply construed according to its fair meaning and not strictly for or against PHCS, Physician or Delaware County. The headings preceding each paragraph are for convenience only and shall not in any way be construed to affect the meaning of the paragraphs themselves.
 8. Assignments Prohibited - Nothing in the Agreement shall be construed to permit assignment by Delaware County or Physician of any rights or duties under this Agreement and such assignment is expressly prohibited.
 9. Hold Harmless - PHCS agrees to accept and be responsible for its own acts or omissions, as well as the acts or omissions of its employees, in providing services under this Agreement and nothing in this Agreement shall be interpreted to place any such responsibility for professional acts or omissions onto Delaware County. PHCS agrees to indemnify, defend and hold harmless Delaware County, its directors, officers, agents and employees from and against all claims, actions or causes of actions, including attorney fees, arising out of PHCS' services under this Agreement. Delaware County similarly agrees to accept and be responsible for its own acts or omissions, as well as those acts or omissions of its employees, and nothing in this Agreement shall be interpreted to place any such responsibility onto PHCS and Physician.
 10. Notice - Any notice required or permitted to be given under this Agreement shall be in writing, and shall be delivered personally, or sent by overnight courier service or by US certified mail, return receipt requested, postage prepaid, to the party's principal office, which are as follows:

Delaware County Commissioners
101 N. Sandusky St., Delaware, Ohio 43015

Premier Health Care Services
332 Congress Park Drive, Dayton, OH 45459
 11. Entire Agreement; Amendments; No Waiver - This Agreement contains the entire agreement between the parties with respect to the matters covered by this Agreement and supersedes all prior negotiations,

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agreements and employment agreements between the parties, whether oral or in writing. This Agreement may not be amended, altered or modified except by written agreement signed by the parties. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

12. Equal Opportunity - The parties hereto shall not discriminate against any patient or employee because of race, color, handicap, age or national origin nor there any such discrimination in the employment practices and personnel policies of either party.

13. Government Access to Records - In accordance with 42 U.S.C Section 1395x (v) (I) and 42 C.F.R. Section 402.300-402.304, PHCS agrees that it will provide to the extent allowable by the law the Secretary of Health and Human Services and the Comptroller General access to the Agreement between PHCS and Delaware County, and to such PHCS' books, documents and records necessary to verify the cost of services performed until the expiration of four (4) years after the services are furnished. Such access shall be provided upon written request from the Secretary of Health and Human Services or the Comptroller General or their authorized representatives.

14. Authority - The persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding agreement.

15. Confidentiality - Neither party to this Agreement nor their employees or agents shall disclose to any unauthorized person any confidential information received in the course of the association created through this agreement, unless as otherwise required by the Ohio Public Records Act, R.C. 149.43 (A)(1).

16. Remedies - All claims, counterclaims, disputed and other matters in question between Delaware County and PHCS arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within Delaware County, Ohio. This Agreement shall be interpreted under the laws of the State of Ohio.

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

RESOLUTION NO. 10-93

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND ARCHITECTURE! FOR PLAN REVIEW SERVICES:

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

Whereas, the Code Compliance Director recommends approval of the following contract with ARCHITECTURE! for plan review services;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract with ARCHITECTURE! for plan review services:

**AGREEMENT BETWEEN DELAWARE COUNTY, OHIO
AND ARCHITECTURE! OHIO INCORPORATED FOR PLAN REVIEW SERVICES**

This AGREEMENT, made and entered into this 21st day of January, 2010, by and between Delaware County, Ohio through the Board of County Commissioners, hereinafter called "COUNTY" and Architecture! Ohio Incorporated, with offices at 454 East Main Street, Columbus, Ohio, 43215, hereinafter called "ARCHITECT".

WHEREAS, the COUNTY is in need of non-residential plan examination services in the county; and

WHEREAS, the ARCHITECT, a licensed architect, will be performing architectural services and is qualified as a plans examiner; and

WHEREAS, the COUNTY desires to establish an AGREEMENT with the ARCHITECT to provide the COUNTY plan review services.

Now, THEREFORE, COUNTY and ARCHITECT, in consideration of their mutual covenants, herein agree as follows:

SECTION I. BASIC SERVICES OF THE ARCHITECT

A. The ARCHITECT shall provide plan review services on an as needed basis, as authorized by the Chief Building Official.

B. The ARCHITECT shall review construction documents submitted to the Delaware County Code

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Compliance Office for conformance with the Delaware County Building Code and the Ohio Building Code, as adopted by the State of Ohio and/or the COUNTY. Upon completion of the review, the ARCHITECT shall provide to the COUNTY an Approval, "Addendum Letter" or a "Correction Letter" as applicable to the submitted drawings, which shall set forth the areas found not to be in compliance with the applicable code provisions or not clearly defined in the submitted drawings. The ARCHITECT agrees to review and return submitted drawings to the COUNTY within twelve (12) business days from the date of receipt by the ARCHITECT.

C. The ARCHITECT shall maintain, at its own expense, the necessary codes and standards required for the execution of the services of this AGREEMENT. This shall include the text, electronic file or online access to the current version adopted by the COUNTY.

D. The ARCHITECT shall maintain, at its own expense, professional liability insurance as per requirements of the ORC 153.70.

E. Throughout the entire term of this Agreement, The ARCHITECT shall maintain, at its own expense, one million dollars (\$1,000,000.00) in general liability insurance and agrees to name the COUNTY as additional insured in such insurance policy. Before rendering services under this contract, ARCHITECT agrees to provide the COUNTY with a copy of such policy. ARCHITECT agrees to immediately notify the COUNTY should insurance coverage under such insurance policy be canceled, lapse, or end for any reason during the term of this Agreement. The COUNTY reserves the right to immediately terminate this Agreement upon receiving such notice.

F. Throughout the entire term of this Agreement, ARCHITECT agrees to maintain, at its own expense, adequate liability insurance sufficient to the COUNTY on all vehicles used in connection with this Agreement and agrees to name the COUNTY as additional insured in such insurance policy. Before rendering services under this contract, ARCHITECT agrees to provide the COUNTY with a copy of such policy. ARCHITECT agrees to immediately notify the COUNTY should insurance coverage under such insurance policy be canceled, lapse, or end for any reason during the term of this Agreement. The COUNTY reserves the right to immediately terminate this Agreement upon receiving such notice.

G. The ARCHITECT shall provide to the COUNTY proof of worker's compensation coverage as required by Ohio law.

H. The ARCHITECT shall furnish its own vehicle for transportation.

I. ARCHITECT shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, sexual orientation, or disability. ARCHITECT shall take affirmative action to ensure that applicants and employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, sexual orientation, or disability. The implementation of this Agreement will be carried out in strict compliance with all federal, state, or local laws regarding discrimination in employment. In the event ARCHITECT is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or any non-discrimination provision of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part by COUNTY and ARCHITECT may be declared ineligible for future Agreements with the COUNTY.

SECTION II. COUNTY RESPONSIBILITIES

The COUNTY shall be responsible to provide to the ARCHITECT

A. The COUNTY shall furnish to ARCHITECT the standard forms necessary for the execution of the services.

B. The COUNTY shall provide to ARCHITECT clerical services necessary for the processing of the permits.

C. The COUNTY shall provide for the pick up and delivery of construction documents.

D. The COUNTY shall provide prompt written notice to the ARCHITECT whenever the COUNTY observes or is made aware of the ARCHITECT'S default or non-conformance with this AGREEMENT and afford the ARCHITECT reasonable opportunity to cure such defect or non-conformance. If after reasonable opportunity the ARCHITECT'S performance does not cure the defect, the COUNTY may terminate this AGREEMENT at any time providing a thirty (30) day written notice to the ARCHITECT.

E. The COUNTY shall provide conference and meeting facilities for the ARCHITECT to meet with applicants in regards to the work performed by the ARCHITECT pursuant to this Agreement.

F. The COUNTY shall use its best effort to secure release of other data held by others necessary for the ARCHITECT to perform their obligations under this Agreement.

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SECTION III. BASIS OF PAYMENT

A. The ARCHITECT shall be compensated by payment for services based upon the fee schedule below.

Commercial plan examination - \$60/hour, minimum fee equal to one hour; includes typed written comments and administrative costs

Required meetings with COUNTY staff &/or customer - \$60/hour

Required attendance at Adjudication Hearing - \$90/hour

Reimbursable expenses – At cost

Mileage – \$0.485/mile

Pick-up & Delivery of documents - \$15/one-way trip

B. The ARCHITECT shall provide a written statement indicating the total time spent for each plan examination upon return of the plans, which shall accompany the ARCHITECT'S written Approval, Addendum Letter or Correction Letter.

C. The ARCHITECT shall invoice the COUNTY monthly for services rendered through the previous month, and the COUNTY agrees to pay within forty-five (45) days of receipt of a valid invoice. A valid invoice shall consist of a fully itemized account of the services performed. Invoices shall indicate the application number and project name, the dates of service, the types of service provided, the amount of each type of service, the mileage (if applicable), and the time spent on each. Reimbursable expenses shall be itemized and copies of receipts shall be provided. The COUNTY reserves the right to contest any portion of any submitted invoice that does not conform to the terms of this Agreement or appears to be fraudulent.

SECTION IV. GENERAL CONSIDERATIONS

A. This AGREEMENT shall be governed by 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.

B. The ARCHITECT shall not assign their responsibilities under this AGREEMENT to third parties without the written consent of the COUNTY.

C. This AGREEMENT shall commence upon the date on which the COUNTY authorizes the signing of this AGREEMENT and shall be valid for two (2) years.

D. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the COUNTY or the ARCHITECT.

E. Either party for convenience may terminate this AGREEMENT without penalty for any reason at any time by providing thirty (30) days written notice to the other party. Either party may immediately terminate this Agreement for cause.

F. To the fullest extent permitted by law, the ARCHITECT shall indemnify, keep, save and hold harmless the COUNTY, its officers, agents, servants, and employees from and in all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any act, damage, injury, accident or occurrence of any type related in any manner to the ARCHITECT's performance of this Agreement. The ARCHITECT shall undertake to defend the COUNTY, at its own expense, in and from any and all actions, claims, or demands brought against the COUNTY by reason of the things stated above or any and all actions performed or taken under this Agreement, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, injuries, losses and expenses taken against the COUNTY as a result of actions under or as a result of the performance of this Agreement, including but not limited to attorney's fees.

G. No employee of the ARCHITECT shall at any time be considered an agent or employee of the COUNTY.

H. The ARCHITECT shall carry such bodily injury and property damage liability insurance as will protect it and the COUNTY against claims for personal injury, including death or property damage, which may arise from operations under this Agreement.

I. 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.

J. 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.

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K. ARCHITECT states and agrees that the individual(s) who, on behalf of the ARCHITECT, have reviewed this Agreement and effectuate this Agreement by attaching their signatures below are officers of ARCHITECT and are authorized to and have authority to enter this Agreement on behalf of ARCHITECT and by so signing have authority to bind and does bind ARCHITECT to any and all terms of this Agreement.

L. 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.

M. The subject headings of the paragraphs 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.

N. This document represents the entire agreement between the parties. It cannot be modified except in writing signed by all parties to this Agreement.

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

P. 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. 10-94

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The 911 Communications Director recommends to hire Kyle Thomas Bennett as a Dispatcher with 911 Department; effective January 25, 2010.

The 911 Communications Director recommends to hire Mary Blackstone as a Dispatcher with 911 Department; effective January 25, 2010.

The 911 Communications Director recommends to hire Judith Wheeland as a Dispatcher with 911 Department; effective January 25, 2010.

The 911 Communications Director recommends to hire Amanda Craycraft as a Dispatcher with 911 Department; effective January 25, 2010.

The 911 Communications Director recommends to hire Teresa Lynn Byrd as a Dispatcher with 911 Department; effective January 25, 2010.

The 911 Communications Director recommends to hire Theresa Fasuk as a Dispatcher with 911 Department; effective January 25, 2010.

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

RESOLUTION NO. 10-95

IN THE MATTER OF APPROVING AND AWARDED THE COMBINATION BID FOR ALL BID PACKAGES TO R. W. SETTERLIN BUILDING COMPANY FOR DELAWARE COUNTY JAIL REMODEL & ADDITION PROJECT, DELAWARE COUNTY, OHIO:

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

WHEREAS, Delaware County received bids for the Delaware County Jail Remodel & Addition project, Delaware County, Ohio on December 18, 2009, and

WHEREAS, Per ORC 153.51 (A), (B)(1) the County may award a single, aggregate contract for the entire project when the bids for the whole or for two or more kinds of work or materials are lower than the separate bids in the aggregate, and

WHEREAS, The combination bid with Alternate 1 from R. W. Setterlin Building Company (\$1,668,300.00) is lower than the aggregate of the separate prime bids with Alternate 1 (\$1,694,782.00), and

WHEREAS, after carefully reviewing the bids received, the combination bid submitted R. W. Setterlin Building Company has been determined to be the lowest and best bids for the Delaware County Jail remodel & Addition.

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, approve and award the combination bid with alternate 1 to R. W. Setterlin Building Company for the Delaware County Jail Remodel & Addition project.

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

RESOLUTION NO. 10-96

RESOLUTION : RELEASING SECOND MORTGAGE BETWEEN DELAWARE COUNTY AND 3RD DEGREE TANNING, LLC:

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

WHEREAS, the Delaware County Board of Commissioners executed a second mortgage, in the original amount of \$50,000.00, executed also by 3rd Degree Tanning, LLC, dated April 8, 2004; and

WHEREAS, said mortgage was filed for record on April 16, 2004, at the Delaware County Recorder's Office; and

WHEREAS, the Delaware County Board of Commissioners executed a new second mortgage, in the amount of \$23,936.37, executed also by Denise Dunlap, dated July 30, 2009; and

WHEREAS, said mortgage was filed for record on August 12, 2009, at the Delaware County Recorder's Office; and

Now, Therefore, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO: the second mortgage, in the original amount of \$50,000.00, executed also by 3rd Degree Tanning, LLC, dated April 8, 2004 is hereby released and satisfied.

RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration, Delaware County, Ohio, does hereby cancel and release the mortgage in the original amount of \$50,000.00, executed by 3rd Degree Tanning, LLC, dated April 8, 2004, which mortgage was filed for record on April 16, 2004, at the Delaware County Recorder's Office and recorded in Official Record Volume 492, Page 822, Delaware County Recorder's Office.

The undersigned has caused these presents to be executed by its duly authorized officer this 19th day of January, 2010.

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

RESOLUTION NO. 10-97

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR AN OHIO DEPARTMENT OF ALCOHOL DRUG ADDICTION SERVICES GRANT FOR JUVENILE COURT AND THE FAMILY TREATMENT COURT:

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

Grant #	99-2192-DCRT-T- 10-0005
Source:	Ohio Department Of Alcohol Drug Addiction Services
Grant Period:	January 20, 2010 to June 30' 2010

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Federal Grant Amount:	\$ 27,513.00
Local Match:	<u>0.00</u>
Total Grant Amount:	\$ 27,513.00

The Grant is to hire a part time assistant program director for the Family Drug court. There is no local match required. The funding for this comes from the American Recovery and Reinvestment Act.

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

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

Commissioner O'Brien

- Will Attend The CAO Meeting Tonight
- Regional Planning Executive Meeting Is Before Commissioners Session On Monday
- Received Email Request Release Of A Documents That Involves Legal Matter; Would Like A Policy Established So Release Of Documents Is Consistent

Commissioner Hanks

- Dispatch Article By Dana Wilson On Bat Bite Made The AP
- Update On A Proposed Letter Prepared Addressing Concerns About Movement To Take Tax Abatement Authority Away From Counties And Giving To Cities
- Attended Liberty Township Elected Officials Meeting
- Update On Idea Of Employee Incentive To Take Other Health Insurance Options
- Attended Rail Road Task Force Meeting: Buses

Commissioner Thompson

- Attended Port Authority Meeting
- Will Attend CCAO Directors Meeting

RESOLUTION NO. 10-98

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PENDING OR IMMINENT LITIGATION AND LAND ACQUISITION:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to adjourn into Executive Session at 9:38AM.

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

RESOLUTION NO. 10-99

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to adjourn out of Executive Session at 10:37AM.

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

RESOLUTION NO. 10-100

IN THE MATTER OF ADJOURNING THE MEETING:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to adjourn the meeting.

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

Todd Hanks

Ken O'Brien

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Tommy Thompson

Letha George, Clerk to the Commissioners