

COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 15, 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. 10-313

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 11, 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 March 11, 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. 10-314

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0313:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0313 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R1003254	WESTERN GOVERNORS UNIVERSITY	TUITION/BOOKS/ FEES	22311614 - 5348	\$7,000.00	0001
R1003258	JOBS FOR OHIO GRADUATES	JOG	22311611 - 5348	\$114,327.07	0001

Vendor	Description	Account	Amount
PO Increase			
McWherter	Gasoline	10011106-5228	\$ 35,000.00
Memo Transfer			
From	To		
CSEA	Common Please	CSEA	\$ 1,427.25
23711630-5360	10021201-4245	Court Contracts	
CSEA	Common Please	CSEA	\$ 1,002.72
23711630-5360	10021201-4245	Court Contracts	
CSEA	Common Please	CSEA	\$ 1,240.23
23711630-5360	10021201-4245	Court Contracts	

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

RESOLUTION NO. 10-315

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS AS AMENDED:

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

Whereas, The County Administrator recommends this measure for adoption by the Board,

The Court of Common Pleas (Adult Court Services) is requesting that Alison Castrilla attend a Fire Arms Qualification Training in London, Ohio April 5, 2110, at the cost of \$400.00 (Fund Number 25422308).

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The Child Support Enforcement Agency is requesting that on various dates and times Christine Dobrovich, Sandra Distantis, Wendy Shannon, Andrea Delcol, Kelly Mills Adeana Gray attend the Spring OCDA Conference in Columbus, Ohio April 18-24, 2010, at the cost of \$828.00 (Fund Number 23711630).

Added:

The Department of Job and Family Services is requesting that Lucas Schertzer transport a Child to Missouri March 15, 2010, at the cost of \$70.07.

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

RESOLUTION NO. 10-316

IN THE MATTER OF ADVERTISING FOR THE POSITION OF DIRECTOR OF ENVIRONMENTAL SERVICES:

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

Whereas, The position of Director of Environmental Services has been vacant since January 1, 2010, and

Now Therefore be it resolved, that the Board of County Commissioners of Delaware County, State of Ohio, approves advertising for the vacant position of Director of Environmental Services

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

RESOLUTION NO. 10-317

IN THE MATTER OF EXTENDING THE APPOINT OF AN INTERIM COUNTY SANITARY ENGINEER:

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

Whereas, Chapter 6117.01 of the Ohio Revised Code governs the appointment of a county sanitary engineer, and

Whereas, the Board of County Commissioners may employ a registered professional engineer to be the county sanitary engineer for the time and on the terms it considers best, and

Whereas, Resolution 10-50 appointed Tiffany Jenkins as interim County Sanitary Engineer

Now Therefore be it resolved, that the Board of County Commissioners of Delaware County, State of Ohio, extends the interim appointment of Tiffany Jenkins as interim sanitary engineer until July 1, 2010 or until a new Director of Environmental Services is appointed sooner.

Further be it resolved that the Board of County Commissioners of Delaware County, State of Ohio, that in addition to extending the appointment of Tiffany Jenkins as the interim county sanitary engineer, the Board authorizes Eric Kletrovetz, Lead Project Engineer, to sign documents in the absence or with the approval of the interim sanitary engineer.

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

RESOLUTION NO. 10-318

IN THE MATTER OF AMENDING RESOLUTION NO. 10-91 (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) IN ORDER TO APPROVE A DEBT AGREEMENT:

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

DEBT AGREEMENT

This contract (hereinafter referred to as the "debt agreement") is between the respective four Counties herein. This debt 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

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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 DHS of the total project cost of \$2,300,000.00, and;

Whereas, the grant by DHS 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 Debt on the credit of Union County on behalf of the Joint Board and the Central Ohio Youth Center subject to repayment as provided herein.

IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS:

1. Union County on behalf of the Joint Board will secure the \$920,000.00 Debt for the 40% match. The Debt 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 Debt secured by Union County.
2. Union County anticipates securing the Debt for up to a 20 year term. Upon written request of Union County, not less than 30 days before the end of the Debt 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 Debt 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 Debt and attach a signed copy of the resolution to this debt agreement. For this debt agreement to be in force, all four resolutions will be attached hereto and incorporated by reference. Thereafter, Union County will secure the Debt.
4. This debt agreement (including its exhibits) contains the entire agreement among the parties and supersedes all prior or contemporaneous discussions, negotiations, representations, or agreements. Whereupon, the parties by their duly authorized representatives have caused this debt agreement to be executed as of the dates of the resolutions set forth herein.

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

RESOLUTION NO. 10-319

IN THE MATTER OF APPROVING THE USE OF DELAWARE COUNTY GENERAL FUNDS TO PURCHASE 50 BOOKS COMMEMORATING DELAWARE COUNTY'S BICENTENNIAL YEAR:

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

Whereas, there is a request to use Delaware County general funds in the amount of \$2,000.00 to purchase 50 books for Delaware County School Libraries And Public Libraries commemorating Delaware County's Bicentennial Year;

Therefore Be it Resolved, that the Board of Commissioners approve using Delaware County general funds to purchase 50 books for Delaware County School Libraries And Public Libraries commemorating Delaware County's Bicentennial Year and approve the following Purchase Order and Voucher payable to the following:

Delaware County Bicentennial Commission \$2,000.00 10011102-5217

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

RESOLUTION NO. 10-320

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

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

Whereas The Below Requests To Perform Work Within The Right Of Way Have Been Reviewed And Approved By The Delaware County Engineer; Now Therefore Be It Resolved That The Following Permits Are

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Hereby Approved By The Board Of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U10-024	VERIZON	PEACHBLOW RD	PLACE CABLE IN ROW

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

RESOLUTION NO. 10-321

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND ELIZABETH M. COY FOR THE SAWMILL PARKWAY EXTENSION:

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

Whereas, the County Engineer recommends approval of the contract between the Delaware County Commissioners and Elizabeth M. Coy for The Sawmill Parkway Extension;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract between The Delaware County Commissioners and Elizabeth M. Coy for The Sawmill Parkway Extension.

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 15th day of March, 2010, Elizabeth M. Coy, whose address is 2083 Bunty Station Road, Delaware, Ohio 43015, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
69 WL Sawmill Parkway Extension

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of Five Thousand Seven Hundred Fifty Dollars (\$5,750.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
 - (A) All title, rights, and interest in and to the PROPERTY; and,
 - (B) For damages to any residual lands of the SELLER; and,
 - (C) For SELLER’s covenants herein; and,
 - (D) For expenses related to the relocation of the SELLER, their family, and business; and,
 - (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year’s taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the

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appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.

4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly

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provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.

13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
14. If any item, condition, portion, or section of this CONTRACT 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 CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURACHER, 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.
17. The subject headings of the paragraphs in this CONTRACT are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

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

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

RESOLUTION NO. 10-322

IN THE MATTER OF APPROVING SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR THE PROJECT KNOWN AS THE ROAD SIDE MOWING PROGRAM:

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

Whereas, the County Engineer recommends approval of the following bid date and specifications;

INVITATION TO BID

The Delaware County Commissioners will be accepting sealed bids for a two (2) year contract until **10:00 a.m. on Monday, April 5, 2010 at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015**, for furnishing all labor, materials and equipment necessary to complete the project known as the Road Side Mowing Program and, at said time and place, publicly opened and read aloud. Specifications and bid documents can be obtained at the Office of the Delaware County Engineer, 50 Channing Street, Delaware Ohio 43015. This project provides for four rounds of mowing in the western half of Delaware County for a total of 165.649 center lane miles of County roadways.

Each bidder is required to furnish with its Proposal on Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each Proposal must contain the full name of the party or parties submitting the proposal and all persons interested herein. Each bidder must also submit evidence of its experiences on projects of similar size and complexity. The owners intend and require that this project be competed no later than October 20th of each year.

The Delaware County Commissioners reserve the right to waive irregularities and to reject any or all bids.

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**2010/2011 Roadside Mowing Program
Specifications**

1. General

The following are the specifications to be used in bidding a roadside mowing program for the duration of this contract. Contractor is to furnish all labor, equipment and necessary items to perform the work. No variance of these specifications will be permitted.

Delaware County will furnish an inspector for the project.

2. Roads to be mowed

The western half of Delaware County, 165.649 center line miles as specified on a Delaware County Map on file in the Delaware County Engineer's Office.

3. Method of Mowing

All roads shall be mowed a minimum of four (4) times annually as follows:

1st Mowing-Mowing shall begin on or about June 2 or as determined by the Engineer and shall be completed by June 16. This mowing shall be a strip that starts at the edge of pavement and continues on to the flowline of the ditch or as required by the Engineer

2nd Mowing-This mowing shall begin approximately on or about July 7 and shall be completed on or before July 25. This mowing shall be a strip that starts at the edge of pavement and continues on to the edge of the right of way.

3rd Mowing-This mowing shall begin approximately on or about August 18 and shall be completed on or before September 1. This mowing shall be a strip that starts at the edge of pavement and continues on past the flow line 5'

4th Mowing- This mowing shall begin approximately on or about September 22 and shall be completed on or before October 20. This mowing shall be a strip that starts at the edge of pavement and continues on to the edge of the right of way.

The inspector on this job shall determine what reference the contractor can use to determine where the right of way ends, whether it is a fence, utility pole or a foot measurement, or as required by the Engineer.

If rounds 1 and or 2 are completed ahead of their scheduled completion dates, permission may be granted by the County Engineer or his representative to proceed with the next round ahead of the set starting date for that round.

The height of the grass after cutting shall be no more than five (5) inches tall

Any strips of grass left uncut due to tire tracks, dull mowers, or any other reason, will have to be mowed before payment will be made. Also, along areas that are mowed by property owners, the contractor shall raise the mower or pull onto the road.

All County maintained intersections shall be mowed to improve sight distance at least ten (10) feet from the edge of the road for a distance of at least two-hundred (200) feet from the intersection or as required by the Engineer.

All obstructions, signs, bridges, guardrail, etc. shall be mowed before and after the structure and on the sides of the structure, or as required by the Engineer. Also, no work shall be performed when rain, fog or other weather conditions would create a safety hazard.

The County Engineer will prioritize the zones in which the roads will be mowed.

4. Mowing Hours

The contractor shall operate his equipment between ½ hour after dawn to ½ hour before dusk "official time", and no mowing will be permitted on Sundays or legal holidays.

5. Equipment

The contractor shall furnish, operate and maintain suitable and adequate equipment necessary to perform the above operations in an approved and workmanlike manner without hindrance or delay. The contractor shall employ trained personnel, sufficient to complete the work within the time limits stated above.

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Prior to submitting a bid, the County Engineer or his assistant may inspect the equipment of the contractor to determine its suitability for highway work.

The County Engineer may augment the mowing with other contract mowers if the contractor fails to progress in a timely manner. These costs would be deducted from the contractor's pay.

Tractor/mower combinations shall be of suitable size to accomplish the mowing operations and still mow in a close proximity (24") to posts, poles and guy wires. Equipment combinations shall not be configured such that a left side mower would extend horizontally into or over traffic lanes; also all tractors shall be equipped with operable flashing lights and slow moving vehicle signs in accordance with Federal and State laws.

The contractor shall perform all work according to The Uniform Traffic Control Guidelines; this includes all maintenance of traffic required to be included with this pay item.

Cutting blades shall be kept sharp at all times and equipment properly maintained to produce clean cuts on all vegetation.

6. Inspection

The successful Contractor must contact the Delaware County Engineer or his representative on Monday mornings between 7:30 and 8:30 am, and file a list of completed mowed roads from the previous week. The Delaware County Engineer or his representative will inspect completed roads to ensure they meet the minimum specifications required in this contract. The Delaware County Engineer reserves the right to withhold all or a portion of payment based on incomplete units at bid unit prices

7. Liability

The contractor, while mowing, shall at all times exercise extreme care to prevent damage to utility lines, residential plantings, gardens, mailboxes, fences or any farm crops adjacent to roadsides.

The contractor shall promptly notify the homeowner and the Delaware County Engineer's Office within 24 hours to arrange for repairs of property damaged by his operation. Any repairs exceeding 24 hours will be handled by the Delaware County Engineer's Office personnel, and payment will be deducted from the contractor's payment schedule unless a written and signed agreement is in place between the contractor and homeowner.

The contractor and surety will save harmless the County and all its representatives, municipalities and townships from all suits, actions or claims of any character brought on account of injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work or in the use of unacceptable materials or practices or on account of any act or omission by the contractor or his agents.

In carrying out any of the provisions of these specifications or in exercising any power or authority granted to them by or within the scope of the contract, there shall be no liability upon the County Engineer or Board of Commissioners or their authorized representatives, either personally or as officers of the County, it being understood that in all such matters they act solely as agents and representatives of the County.

8. Insurance

General Liability Coverage: Contractor shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence, including coverage for subcontractors, if any.

Automobile Liability Coverage: Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles.

Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio.

Additional Insureds: The County, its elected officials and employees shall be named as additional insureds in the policies required hereunder.

Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor shall furnish the County with properly executed certificates of insurance for all insurance required and properly executed endorsements naming the County, its elected officials and employees as additional insureds. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work.

9. Labor

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The contractor will comply with Sections 153.59 and 153.60, O.R.C. regarding Discrimination and Intimidation on account of Race, Creed, Color and Forfeiture when performing work on this project. As determined by the Department of Industrial Relations, Prevailing Wage Section, this project is classified as maintenance and as such does not require payment of prevailing wage rates

10. Payment

Payment shall be awarded at the end of each completed round; other arrangements may be made on payments to the contractor at the discretion of the County Engineer. The Delaware County Engineer reserves the right to withhold all or a portion of payment based on incomplete units at bid unit prices.

11. Cost

The bid shall show each round bid as a unit price per Road Centerline Mile. The Engineer reserves the right to increase or decrease the number of miles to be mowed in each mowing 1,2,3 or 4. In the event the mileage is increased or decreased, the Engineer shall increase or decrease the contract price by the number of miles multiplied by the applicable unit price.

12. Miscellaneous Contractual Terms

12.1 Governing Law:

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

12.2 Waivers:

No waiver of breach of any provision of this Contract shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Contract or any other provision hereof. No term or provision of this Contract 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.

12.3 Severability:

If any item, condition, portion, or section of this Contract 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 Contract and all the terms, conditions, provisions, or sections thereof shall, in all other respects, continue to be effective and to be complied with.

12.4 Findings for Recovery:

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

12.5 Homeland Security:

Contractor certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Contractor agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Contract 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 Contract and by this reference made a part of this Contract.

12.6 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 (\$10,000) in a calendar year or services with a cost aggregating more than ten thousand dollars \$10,000) 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

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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.

(Copy of certifications/attachments available in the Commissioners' office until no longer of administrative value).

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve bid date and specifications.

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

RESOLUTION NO. 10-323

IN THE MATTER OF APPROVING A RESOLUTION TO PARTICIPATE IN THE OHIO DEPARTMENT OF TRANSPORTATION'S BID FOR CALCIUM CHLORIDE:

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

Whereas, the County Engineer recommends approval of the resolution;

Calcium Chloride Bid

For the past several years we have participated with the Ohio Department of Transportation in the bid for sodium chloride (rock salt) in order to obtain lower pricing. The Engineer would like your Board's approval to participate in this program again for the 2010-2011 winter season. A Cooperative Purchasing Agreement with ODOT for this participation is available for your approval.

**OHIO DEPARTMENT OF TRANSPORTATION
Office of Contracts
Purchasing Services
Cooperative Purchasing Program
Sodium Chloride (Rock Salt)
Contract 18**

Date Submitted: March 15, 2010

RESOLUTION / ORDINANCE as adopted for sodium chloride/ rock salt requirements for purchase. Effective period: twelve months from date of award, inclusive, or on an effective date as determined by the Director at the time of bid.

Whereas, Section 5513.01(B) of the Ohio Revised Code provides the opportunity for Political Subdivisions including Counties, Townships, Municipal Corporations, Port Authorities, Regional Transit Authorities, State Colleges/Universities and County Transit Boards and others to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies, or other articles;

Now Therefore, Be it Ordained, Intending to Be Legally Bound That Delaware Co. Commissioners

(Agent)

Hereby Requests Authority in The Name of Delaware County Engineer

(Political Subdivision)

To participate in the Ohio Department of Transportation's Contract for Rock Salt and Agrees:

- 1) To purchase an estimated salt tonnage, indicated below, exclusively from the vendor awarded the rock salt contract for the county in which said political subdivision is located;
- 2) To be bound by the terms and conditions of the contract;
- 3) To be responsible for payment directly to the vendor for the quantities purchased under the contract; and
- 4) To be responsible for resolving disputes arising out of participation in the contract and, to the extent allowable under Ohio law, hold the Director of Transportation and the Ohio Department of Transportation harmless for any claim or dispute arising out of participation in the contract pursuant to Ohio Revised Code Section 5513.01(b).

MINIMUM ORDER = 1 TRUCKLOAD / 22 TONS WITHOUT PILER OR 200 TONS WITH PILER

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STOCKPILE LOCATIONS	STOCKPILE CAPACITY	TONS REQUIRED (Estimated)
1020 US 42N, Delaware, OH	4,000 tons	7,000 tons total for all locations
7049 Big Walnut Road, Galena, OH	600 tons	
2708 Lackey Old State Road Delaware, OH	300 tons	

Participating Political Subdivisions are intended beneficiaries under this contract and are real parties in interest with the capacity to sue and be sued in their own name without joining the state of Ohio, Ohio Department of Transportation. By signing and returning this agreement, you will be bound to participate in this contract during the upcoming winter season, upon award of the contract to a successful vendor. A participating Political Subdivision cannot change its position during this contract period. Termination of participation is effective upon the expiration date of the contract. Failure of a Political Subdivision to purchase its requirements from the awarded vendor or comply with the terms of this contract may invalidate participation for the following winter season.

Political subdivisions will be required to submit a new participation agreement form every year, indicating storage capacity and stating salt needs for the contract period.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve to participate in The Ohio Department Of Transportation's Bid For Calcium Chloride .

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

RESOLUTION NO. 10-324

IN THE MATTER OF ACCEPTING AND APPROVING THE DITCH INSPECTION REPORT FOR 2010 AND ESTABLISHING AND APPROVING PERCENTAGE OF MAINTENANCE ASSESSMENTS FOR 2011:

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

Whereas, the County Engineer recommends accepting and approving the 2010 Ditch Inspection Report and establishing and approving Percentage Of Maintenance Assessments for 2011;

Ditch Inspection Report for 2010

Available for your review and approval is the Ditch Inspection Report for 2010 along with the percentages to be collected for 2011. A Resolution needs to be passed by your Board to adopt this report and approve the percentages to be collected.

(Copy of report available for review at the Commissioner's office until no longer of administrative use.)

INSPECTION REPORT

General Information

1. Name and number of group
2. Type of group: O=Open Ditch T=Tile ST=Storm Tile
B=Basin S=Swale W/W=Waterway
S/D=Surface Drain
3. Balance Money as of January 1, 2010

Proposed Work

1. Brush and cattails need sprayed
2. Fertilizer and seeding is needed
3. Pipe is needed
4. Cost of project to do work
5. Assessment Column has percent collected for 2011 and projected income for 2010 and 2011.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners accept and approve the 2010 Ditch Inspection Report and establish and approve Percentage Of Maintenance Assessments for 2011.

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

(Refer To Cd Minutes For Entire Record)

Commissioner Hanks Received Phone Call From A Company (Mr. Griffin) That Is Pleased About The New

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Online Bid Process Of Downloading Plans And Registering On-Line For The Engineer's Projects

RESOLUTION NO. 10- 325

IN THE MATTER OF WAIVING THE DELAWARE COUNTY PORTION OF FEES AT THE SOLID WASTE TRANSFER FACILITY TO SUPPORT LITTER CONTROL CAMPAIGNS:

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

WHEREAS, The County Administrator recommends this measure for adoption by the Board,

WHEREAS, the Board of County Commissioners of Delaware County sustains a Solid Waste Transfer Station Operation Agreement with Central Ohio Contractors. for the operation of the Delaware County Solid Waste Transfer Station, and

WHEREAS, the Delaware General Health District has requested that the Board of County Commissioners waive its portion of the Solid Waste Transfer Station fees in support of litter control campaigns, and

WHEREAS, these litter control campaigns include support of Keep Delaware County Beautiful, an affiliate of Keep America Beautiful to promote the Great American Cleanup, the Olentangy River Sweep, and the Scioto River Sweep, and

WHEREAS, the Board of County Commissioners of Delaware County has waived its portion of Solid Waste Transfer Station fees in support of these initiatives in past years,

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Delaware County does hereby waive The Delaware County portion of Solid Waste Transfer Station fees in support of the aforementioned programs effective March 29th to June 15, 2010 for the Great American Clean Up, and yet to be determined dates for the Olentangy Watershed Spring River Sweep and the Scioto River Valley Federation River Sweep in the early fall.

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

RESOLUTION NO. 10-326

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND FLOWLINE, LLC FOR BOTH EMERGENCY AND NON-EMERGENCY SITUATIONS FOR ENVIRONMENTAL SERVICES:

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

WHEREAS the Division of Environmental Services has determined that contract services for both emergency and non-emergency situations are needed to provide proper service to sewer district customers, and

WHEREAS the Division of Environmental Services recommends contract services to provide sanitary sewer, force main and pump station repair and maintenance in which the County cannot perform because of the lack of labor, applicable equipment and or materials under both emergency and non-emergency situations, and

Whereas, Flowline, LLC of Columbus, Ohio has provided hourly labor and equipment costs that are acceptable to the County for the desired services, and

Whereas the Division of Environmental Services has determined that Flowline, LLC is competent in performing the work contemplated in the proposed service agreement.

WHEREAS, The County Administrator recommends this measure for adoption by the Board,

THEREFORE be it resolved that the Board of County Commissioners execute the service agreement for contract services with Flowline, LLC of Columbus, Ohio.

SERVICE AGREEMENT

THIS AGREEMENT is made and entered into at Delaware, Ohio, on the date(s) set forth at the end hereof, by and between the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO, 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter referred to as the "Board," and FlowLine, LLC of Columbus, Ohio hereinafter referred to as the "Contractor." In consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

WITNESSETH:

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WHEREAS, the Board is desirous of securing the Work referred to in Exhibit "A" and as specified herein, and

WHEREAS, the Contractor is qualified, experienced and willing to perform Work as described herein, when there is an Agreement specifying the rights and duties of each party; and

WHEREAS, the Board and the Contractor mutually desire to perform the obligation embodied in Exhibit "A" and as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties to this Agreement, with intent to be legally bound, agree as specified in Exhibit "A" and as follows:

ARTICLE ONE: THE WORK

The Contractor agrees to perform the services and furnish all labor, equipment, materials and supplies as delineated in the Exhibit "A" which is made a part hereof as if fully rewritten herein. The term "Work" as used herein means the performance of all services and the provision of all labor, materials, equipment or supplies as required in Exhibit "A" attached hereto. The Work is generally described as sanitary sewer, force main and pump station repair and maintenance in which the County cannot perform because of the lack of labor or applicable equipment and or materials under both emergency and non-emergency situations. The Contractor shall conduct the Work in accordance with this agreement and Exhibit "A," which is made a part hereof as if fully rewritten herein. The Contractor acknowledges that his company is competent in the execution of the Work as contemplated herein.

ARTICLE TWO: SCHEDULE OF PAYMENTS

The Board and Contractor agree that labor and equipment rates detailed in Exhibit "B" will be used to invoice the County for all work performed through December 31st 2010. All work shall be billed using the actual time and materials accrued as the basis of payment. Contractor agrees that a maximum multiplier of 1.10 will be used to establish billable values for any material or subcontractor required to perform the work as directed by the County. The Contractor agrees that the above referenced invoices shall be supplied to the Division of Environmental Services within ten (10) calendar days after the completion of the work. Such invoices shall be accompanied by waivers, releases or other such documentation as would indicate that any claims, liens or claims of liens of any subcontractors of any tier, laborers or material suppliers, from any source used by the Contractor, to the extent applicable, have been satisfied. The submitted invoices shall be sufficiently detailed as required by the County. The Board shall have no obligation to pay or to see to the payment of money to any subcontractor of any tier except as may otherwise be required by law. The Board shall not be responsible for expenses attributable to the errors or neglect of the Contractor. The value of this agreement shall not equal or exceed \$25,000.00 in billable services to the County. In the event that the Contractor exceeds this value, the Contractor will be liable for all charges over and above the contract limit as stipulated herein.

ARTICLE THREE: STANDARD OF PERFORMANCE

The Contractor agrees to comply with all laws, ordinances and regulations of the County, Township, City or State of Ohio that may be applicable to its operation hereunder. Operation shall be rendered in a clean, sanitary, neat, courteous and efficient manner and Contractor will instruct its employees accordingly. In the event Contractor is found to be in violation of laws, regulations, permits or license applicable to said operation as adopted by any legal body (county, township, state) or as may be ruled by a court of competent jurisdiction and said violations are not corrected in seven days, unless the time for correction is extended in writing by the County for reasonable cause the County shall have the right to void this Agreement upon written notice to the Contractor to this effect without penalty to the County or appeal by the Contractor. Contractor shall perform all work and disposal of all debris and or waste according to accepted modern standards, including any applicable government rules, regulations or license requirements under the supervision of an experienced person to be named by the contractor. If available, the County may provide a disposal site/location for debris and or waste that is collected from County facilities.

ARTICLE FOUR: CONFLICT OF INTEREST

This Agreement in no way precludes, prevents, or restricts the Contractor from obtaining and working under an additional contractual arrangement(s) with other parties aside from the Board, assuming that such other contractual work in no way impedes the Contractor's ability to perform the services required under this Agreement. The Contractor hereby represents warrants and agrees that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any agreement which will impede its ability to perform the required services under this Agreement.

ARTICLE FIVE: ASSIGNMENTS

The parties expressly agree that this Agreement shall not be assigned by the Contractor without the prior written approval of the Board, which approval may be withheld in the sole discretion of the Board.

ARTICLE SIX: GOVERNING LAW

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of The State of Ohio. Any and all legal disputes shall be filed in and heard before the Courts of Delaware County, Ohio.

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ARTICLE SEVEN: INTEGRATION AND MODIFICATION

This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Agreement.

ARTICLE EIGHT: SEVERABILITY

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

ARTICLE NINE: TERMINATION

The Board may terminate this Agreement in the event that the Board is of the opinion that the Contractor is carrying out the terms of this Agreement in an unreasonable, unprofessional, or unworkmanlike manner. Said termination for this particular reason shall occur upon the provision of a written notice of termination to the Contractor at least seven (7) calendar days in advance of the date of the proposed termination, stating in the termination notice the reason for said termination. The Board, in its sole discretion, may allow the Contractor to cure the reason for the termination provided the cure of the reason is accomplished within seven (7) days of the date of the forwarding of the termination notice. The parties further agree that should the Contractor become unable for any reason to complete the work called for by virtue of this Agreement, that to the extent applicable, such work as the Contractor has completed upon the date of its inability to continue the terms of this Agreement shall become the property of the Board, and further the Board shall not be liable to tender and/or pay to the Contractor any further compensation after the date of the Contractor's inability to complete the terms hereof, which date shall be the date of termination unless extended by the Board. Notwithstanding the above, the Contractor shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor; and the Board may withhold any compensation to the Contractor for the purpose of set-off until such time as the amount of damages due the Board from the Contractor is agreed upon or otherwise determined.

ARTICLE TEN: COMPLIANCE

The Contractor agrees to comply with all applicable federal, state, and local laws in the conduct of work hereunder. The Contractor accepts full responsibility for payment of all unemployment compensation insurance premiums, worker's compensation premiums, all income tax deductions, pension deductions, prevailing wages, if applicable, and any and all other taxes or payroll deductions required for the Contractor and all employees engaged by the Contractor for the performance of the work authorized by this Agreement.

ARTICLE ELEVEN: PERFORMANCE AND DISCIPLINE

Unless otherwise provided in this Agreement or the exhibits attached hereto, the Contractor shall provide and pay for, to the extent applicable, all labor, materials, equipment, tools, construction equipment and machinery, transportation, clean up and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out this Agreement. Contractor shall be respectfully of the County's customers and the general public. The Contractor understands that some requested activities and their related consequences (e.g. sewer cleaning with high pressure jetting) require public notification even under emergency conditions. Therefore the Contractor shall cooperate with the County to insure the public notice has been provided to the potential affected households and or public. The Contractor shall not permit employment of persons not skilled in tasks assigned to them. The Contractor shall perform all Work in a reasonable, professional and workmanlike manner and all Work shall be of at least the quality provided for in this Agreement.

ARTICLE TWELVE: DAMAGE AND LOSS

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required elsewhere in this Agreement) to County property caused in whole or in part by the Contractor, a subcontractor of any tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under this Article except damage or loss attributable to acts or omissions of the Board or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's other obligations hereunder. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. The Contractor shall notify the Board as soon as possible when such emergency arises. In the event that the Contractor causes a Sanitary Sewer Overflow (SSO) and or unregulated discharge because of the Contractor's negligence, neglect and errors, etc. the Contractor will be solely responsible for all mitigation required by controlling regulatory agencies related to this occurrence.

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ARTICLE THIRTEEN: WORKER'S COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this Agreement Workers' Compensation Insurance for its employees and shall furnish a certificate of Workers' Compensation Insurance for its employees before the execution of this Agreement. No contract between the Board and the Contractor shall be created hereby or otherwise exist until a fully executed copy thereof has been served upon the Board.

ARTICLE FOURTEEN: NON-DISCRIMINATION

During the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual preference, national origin, ancestry, handicap, age, political belief or place of birth. The Contractor will ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, sexual preference, national origin, ancestry, handicap, age, political belief or place of birth. Such action shall include, but is not 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.

The Contractor, or any person claiming through the Contractor, agree not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any contractors or subcontractors of said Contractor.

ARTICLE FIFTEEN: INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall protect, defend, indemnify and hold free and harmless the Board, and all other elected officials of Delaware County, Ohio, and shall protect, defend, indemnify and hold free and harmless any officers, employees, successors, administrators assigns or agents of same from and against any and all claims, damages, losses, claims of loss, causes of action, penalties, settlements, costs, liabilities and expenses of any kind, including but not limited to attorney fees, arising out of or resulting from any acts or omissions of the Contractor, its officers, employees, consultants, agents, subcontractors of any tier, successors, assigns or administrators, negligent or otherwise, and regardless of whether such claims, damages, losses, claims of loss, causes of action, penalties, settlements, costs, liabilities or expenses are caused in part by any party indemnified hereunder. The Contractor agrees to be responsible for the payment of all damages, settlements, costs and expenses of any kind, including attorney fees, incurred by the Board while the Board defends or pursues any action, cause of action, or claim which arises out the aforementioned acts or omissions. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article. In claims against any person or entity indemnified under this Article by an employee of the Contractor, a subcontractor of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Article shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or any such subcontractor of any tier under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE SIXTEEN: RELATIONSHIP

Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership, association or joint venture with the Contractor in the conduct of the provisions of this Agreement. The Contractor shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on the Board.

ARTICLE SEVENTEEN: DISCLOSURE

The Contractor hereby covenants that it has complied with the Board's disclosure policy which requires anyone contracting with the Board to disclose to the Board any business relationship or financial interest that said Contractor has with an employee of the Board or of any other board, agency, elected official or commission of Delaware County, Ohio, such an employee's business, or any business relationship or financial interest that a Delaware County, Ohio elected official, board, agency or commission employee has with the Contractor or in the Contractor's business.

ARTICLE EIGHTEEN: LIABILITY INSURANCE

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Ohio such insurance as will protect the Contractor and the Board from claims set forth below which may arise out of or result from the Contractor's operations under this Agreement and for which the Contractor may be legally liable, whether such operations be by the Contractor, by a subcontractor of any tier, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
2. claims for damages because of bodily injury, occupational sickness, sickness or disease, or death of the Contractor's employees;
3. claims for damages because of bodily injury, occupational sickness, sickness or disease, or death of any person other than the Contractor's employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;

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5. claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

6. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

7. claims involving contractual liability insurance applicable to the Contractor's obligations under the article titled INDEMNIFICATION found herein; and

The insurance policy required by this Article shall be written for not less than one million dollars (\$1,000,000.00) for any person injured in any accident and with a total liability of two million dollars (\$2,000,000.00) for all persons injured in any one accident and the amount of one million dollars (\$1,000,000.00) for each accident or occurrence as compensation for damage caused to property of others. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of termination of this Agreement.

Certificates of Insurance acceptable to the Board shall be filed with the Board prior to commencement of this Agreement. The insurance policies required by this Article shall not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Board. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief. The insurance policy described in this Section shall name the Board as an insured.

ARTICLE NINETEEN: NOTICES

Any notices required or authorized to be given shall be deemed to be given when mailed by certified or registered mail, postage prepaid, as follows: if to the Board, to the Director of Environmental Services, 50 Channing Street, Delaware, Ohio 43015; if to the Contractor, to the Contractor's address as shown on the face of this Agreement.

ARTICLE TWENTY: HEADINGS

Organization of the Specifications into divisions, sections and articles and arrangement of Drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade. Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

ARTICLE TWENTY-ONE: AUTHORITY TO BIND PRINCIPAL

Signatures hereon shall act as express representations that the signing agents are authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement.

NOTICE: THIS AGREEMENT MUST BE SIGNED AND RETURNED TO DELAWARE COUNTY, OHIO WITHIN TEN (10) DAYS OF NOTIFICATION OR THE OFFER TO ENTER INTO THIS AGREEMENT SHALL BE WITHDRAWN AND THIS AGREEMENT SHALL BE VOID.

ARTICLE TWENTY TWO: FINDINGS FOR RECOVERY:

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

ARTICLE TWENTY THREE: HOMELAND SECURITY

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

ARTICLE TWENTY FOUR: Campaign Finance – Compliance with O.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.

(Copies of Exhibits are available in the Commissioners' Office 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. 10-327

IN THE MATTER OF ENTERING INTO AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND MALCOLM PIRNIE, INC. FOR CONSULTING SERVICES AND APPROVING RELATED SUPPLEMENTAL APPROPRIATIONS:

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

Whereas, the Sanitary Engineer’s office needs consulting services for the Lower Scioto Water Reclamation Facility project; and

Whereas, the Sanitary Engineer’s office is negotiating with Malcolm Pirnie to provide an acceptable scope and cost summary for the necessary consulting services; and

Whereas, the Interim Sanitary Engineer recommends entering into an agreement with Malcolm Pirnie, Inc. to provide the needed consulting services once the terms of the contract are acceptable to both parties; and

Whereas, the County Administrator recommends this measure for adoption by the Board.

Therefore, let it be resolved that the Board of County Commissioners authorize the County Administrator to execute the agreement for consulting services with Malcolm Pirnie, Inc. of Columbus, Ohio.

FURTHER BE IT RESOLVED, that the Board of County Commissioners approve the following supplemental appropriation:

Supplemental Appropriation	Amount
66611905-5301 Lower Scioto WRF/Contract Services	\$ 25,000.00

FURTHERMORE let it be resolved that the Board of County Commissioners approve a purchase order in the amount of \$25,000 for consulting services with Malcolm Pirnie, Inc. from Org Key 66611905-5301.

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

RESOLUTION NO. 10-328

SETTING DATE AND TIME FOR REQUEST FOR PROPOSALS FOR WORKFORCE INVESTMENT ACT YOUTH SERVICES FOR DELAWARE COUNTY, OHIO:

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

Whereas, the Director of Job and Family Services recommends approval of setting date and time; and

Whereas, The County Administrator recommends this measure for adoption by the Board,

PUBLIC NOTICE
Request For Proposals
The Job Network One Stop Employment System
DKMM (Delaware, Knox, Marion, and Morrow Counties)
Workforce Investment Act Youth Services

The DKMM Job Network is soliciting proposals from qualified organizations to address the needs of at-risk youth in the DKMM Job Network communities, providing comprehensive academic, training, and employment services designed to prepare targeted youth for a successful career.

Proposal service period is July 01, 2010 through December 31, 2011 with an option to extend proposal contracts an additional year, through December 31, 2012 based on successful performance outcomes from the current agreement period, proposed program priorities, and the availability of funds for the projected two year extension period.

It is anticipated that approximately \$ 557,000 (sum of all DKMM counties) will be made available by the Area 7 Workforce Investment Board to fund this program during the initial service period. Interested organizations are encouraged to submit proposals to service one or more of the DKMM counties.

The Request For Proposal (RFP) Packets will be available to the public on March 18, 2010. The RFP Packets will be available for download from any of the DKMM county websites listed below or can be requested by email from the email address listed below:

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RFP Downloads

Delaware County: <http://www.co.delaware.oh.us/bidinfo.htm>
 Knox County: <http://www.employmentknox.com/>
 Marion County: <http://www.mcjfs.com/index.htm>
 Morrow County: <http://www.morrowjfs.com/>

Email: dkmmwiarfp@yahoo.com

The Workforce Investment Act outlines the following CORE ELEMENTS for youth programming [WIA 129 (c) (2)]. Preference will be given to those proposals which integrate core elements into program design and strategy. **Proposers have the option of submitting proposals that do not include Summer Employment Opportunities. All other core elements are mandatory and must be included in the proposal**

1. Tutoring and Study Skills Training: Leading to secondary school completion, including drop out prevention strategies.
2. Alternative secondary school offerings.
3. Summer Employment Opportunities: Must be directly linked to academic and occupational learning.
4. Paid and Unpaid Work Experiences: Work experience is planned, structured learning experiences that take place in a private for-profit, non-profit, or public sector workplace for a limited period of time.
5. Occupational skills training:
6. Leadership development: Includes community services and peer centered activities encouraging responsibility and other positive social behaviors during non-school hours. Can also include decision making, teamwork, citizenship activities.
7. Supportive services: Transportation, child care, dependant care, etc.
8. Adult Mentoring: During participation and after exit.
9. Follow-Up Services: REQUIRED for at least 12 months following exit.
10. Comprehensive Guidance and Counseling: drug and alcohol abuse counseling, mental health counseling, etc., – appropriate to the needs of the individual.

Another CORE ELEMENT identified by The Job Network DKMM One Stop Employment System is:

11. Job Readiness Preparation: Labor market information, resume preparation, completion of employment applications, interview techniques, job retention skills – punctuality, attendance, and interpersonal skills, etc.,

Information on WIA, Program Eligibility, Guidelines, Regulations and Performance Measures is available online at :

http://www.doleta.gov/youth_services/Youth_Activities.cfm

<http://jfs.ohio.gov/workforce/docs/Youth/WIAYouthSystem.pdf>

<http://cle.osu.edu/lwc-publications/focused-futures/downloads/Elements-of-a-WIA-Youth-Program.pdf>

Questions regarding this Public Notice and the associated RFP should be submitted by email to the following email address:

Email: dkmmwiarfp@yahoo.com

All questions and answers related to this DKMM RFP will be publicly and anonymously posted on the following website:

Q & A Website: <http://www.co.delaware.oh.us/bidinfo.htm>

DKMM is available for questions on this RFP until April 5, 2010.

Public Information Session:

A Public Information Session will be held on Tuesday, March 30, 2:00pm in Room 214 at the Hayes Administration Building, 140 North Sandusky Street, Delaware, Ohio 43015

Proposal Submission:

Interested bidders must submit five (5) printed copies and one (1) computer file copy (MS Word Format on a CD) of the proposal to:

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Mr. Steve Ehrle
Contracts Negotiator
Delaware County Job and Family Services
140 North Sandusky Street
Delaware, Ohio 43015

All proposals must be received by the addressee listed above not later than 2:00pm, April 19, 2010 – No exceptions. Proposers will be informed about the status of their bid(s) in late April or early May.

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

RESOLUTION NO. 10-329

IN THE MATTER OF APPROVING A CLINICAL/PRACTICUM AFFILIATION AGREEMENT BETWEEN COLUMBUS STATE COMMUNITY COLLEGE EMERGENCY MEDICAL SERVICES TECHNOLOGY & THE DELAWARE COUNTY BOARD OF COMMISSIONERS:

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 A Clinical/Practicum Affiliation Agreement Between Columbus State Community College Emergency Medical Services Technology & The Delaware County Board Of Commissioners;

Whereas, The County Administrator recommends this measure for adoption by the Board,

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Clinical/Practicum Affiliation Agreement Between Columbus State Community College Emergency Medical Services Technology

CLINICAL/PRACTICUM AFFILIATION AGREEMENT
Agreement between
COLUMBUS STATE COMMUNITY COLLEGE
Emergency Medical Services Technology
&
Delaware County Board of Commissioners

This Agreement between COLUMBUS STATE COMMUNITY COLLEGE ("College"), an Ohio state-supported institution of higher education created pursuant to O.R.C. applicable Chapter 3358, with its principal address as 550 East Spring Street, Columbus, Ohio 43215 and Delaware County Board of Commissioners ("Facility"), with its principal address as 101 N. Sandusky Street, Delaware, Ohio 43015.

WHEREAS, College has established an Emergency Medical Services training program (the "Program"), certified and/or accredited by the Ohio Department of Public Safety and desires a clinical/practicum educational experience for its students.

WHEREAS, Facility desires to provide field experience for College's clinical/practicum education program and has the setting and equipment needed for Program;

NOW, therefore, the parties, in consideration of the terms and conditions set forth herein, agree as follows:

§ 1.0 Responsibilities of Facility

§ 1.1 Facility will provide suitable clinical/practicum learning environment consistent with the Program's curriculum and objectives in accordance with College's academic calendar.

§ 1.2 Facility will designate Chief Rob Farmer, Director of Emergency Medical Services, as its contact person to serve as liaison to the College as appropriate to the Program. It is understood that Program students do not replace Facility staff.

§ 1.3 Facility shall permit, upon reasonable request, the inspection of its facilities relevant to field experience and any program student records, by College faculty and administrators and by agencies responsible for College's accreditation of Program.

§ 1.4 Facility shall treat and/or refer any participating student of the college, as they would their own employees, in case of illness or accident that occurs during clinical/practicum practice time. Emergency treatment may be provided at the student's expense.

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§ 1.5 Facility shall maintain all certifications, accreditations, and licenses relevant to the Facility's operations needed for field experience.

§ 2.0 Responsibilities of College

§ 2.1 College, through its Department Chair, after consultation with Facility, shall plan and oversee the Program. College shall retain ultimate responsibility for the students' grades, evaluations and discipline.

§ 2.2 College will provide and maintain the records and reports necessary for conducting the students' clinical/practicum learning experience.

§ 2.3 College will provide Facility with an annual announcement or description of the Program, curriculum and objectives to be achieved at Facility, and the academic calendar of College.

§ 3.0 Application of Facility's Rules & Procedures

§ 3.1 It is understood that College's students and faculty, during field experience at Facility, will be under the jurisdiction of Facility officials for educational purposes and that such persons will be subject to Facility's rules directly related to field experience.

§ 3.2 College will require students and faculty to comply with Facility's policies and procedures, including, but not limited to, matters relating to conduct, such as dress code, safety requirements, such as OSHA and use and disclosure of individually identifiable information under HIPAA. Facility will provide College a copy of its applicable policies and procedures.

§ 4.0 Student Status

§ 4.1 Student eligibility in the Program will be determined by College. College will require each student participating in the clinical/practicum experience at Facility to have: 1) received appropriate instruction; 2) satisfactorily completed the prerequisite courses; 3) met health, safety and immunization requirements; 4) current liability insurance, and 5) required documentation.

§ 4.2 Solely for the purpose of HIPAA requirements that relate to the use and disclosure of Facility's protected health information, students are defined as members of Facility's workforce, as that term is defined by 45 CFR 160.103, for activities conducted pursuant to this Agreement. Students participating in the Program are not employees or agents of Facility.

§ 5.0 Student Removal

§ 5.1 Facility reserves the right to regulate the number and frequency of participants in field experience.

§ 5.2 Facility reserves the right to exclude any student from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of said Facility.

§ 5.3 College will withdraw a student from Program at Facility if, after consultation with Facility personnel, College determines such action to be warranted.

§ 6.0 Term and Termination

§ 6.1 This Agreement shall be effective March 15, 2010 and remain effective for two calendar years from the effective date.

§ 6.2 Renewal. The term of the Agreement will be renewable for two successive one - year periods, subject to 90 days written notice to not renew by either party.

§ 6.3 Termination. This Agreement may be terminated at any time by either party by giving the other party 90 days advance written notice, provided that students participating in the Program at the end of notice period shall have the opportunity to complete their clinical/practicum experience at the Facility.

§ 7.0 Non-Discrimination

Facility and College agree that neither will discriminate against any individual on the basis of age, sex, race, creed, color, national origin, religion, disability, veteran status, or sexual orientation, and that Facility agrees to comply with all non-discriminatory laws to which College is subject. General information, questions, concerns or complaints related to these matters may be directed to the EEO Officer of the College at 550 East Spring Street, Columbus, Ohio 43215.

§ 8.0 Insurance

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College and Facility shall maintain liability insurance policies insuring against liability arising from the acts and omissions of its agents and employees. The limits of such policies shall not be less than \$1,000,000 per occurrence and \$3,000,000 aggregate through umbrella coverage. College shall provide proof of such coverage to Facility upon request.

§ 9.0 Non-Assignment and Subcontracting

Facility shall not assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the written approval of College.

§10.0 Entire Agreement; Modification

This Agreement, including attachments: A) Orientation of Field Preceptors; B) Responsibilities of Field Preceptors; C) Responsibilities of the EMS student; D) Accumulation and Use of Tuition Credits, and constitutes the entire understanding between the parties with respect to the subject matter hereof and may be modified only by a writing signed by both parties.

§ 11.0 Governing Law

This Agreement shall be governed by and construed under the laws of the State of Ohio. Any litigation arising out of or relating to this Agreement or the performance thereof shall be brought in the courts of Delaware County, Ohio.

§ 12.0 Representation of Authority

Each of the parties that have executed this Agreement through its undersigned authorized representative, and each representative so executing, hereby warrants and represents to the other parties that the undersigned representative has full authority to execute this Agreement on behalf of the party for whom said authorized representative purports to act.

§ 13.0 Notice

Any notice required hereunder shall be made in writing and shall be accomplished by personal delivery, facsimile, or by U.S. Mail, certified, return receipt requested, addressed to the following parties:

Dr. M. Valeriana Moeller, President
Columbus State Community College
550 East Spring Street
Columbus, Ohio 43215
(614) 287-2402

Dave Cannon, County Administrator
101 N. Sandusky Street
Delaware, Ohio 32015
(740) 833-2100

§ 14.0 Severability

In the event one or more clauses of this Agreement are declared illegal, void or unenforceable, said provision shall be severed. The validity, legality, and enforceability of all other provisions of this Agreement shall not in any way be affected or impaired unless such severance would cause this Agreement to fail of its essential purpose.

§ 15.0 Parties Responsible For Their Own Actions

College and Facility are governmental entities and lack authority to indemnify. The Parties agree to be and shall be responsible for their own negligence, actions or inactions and/or the actions or inactions of their respective board members, officials, officers, employees, agents, representatives, volunteers, servants and/or students resulting from the performance of this Agreement. The Parties agree to be individually and solely responsible for, and shall hold harmless and release the other Party from, any and all claims, lawsuits, liability, losses, damages, illnesses, injuries (including death), and/or related expenses that each may incur as a result of their own negligence, actions or inactions and/or the actions or inactions of their respective board members, officials, officers, employees, agents, representatives, volunteers, servants and/or students, in the performance of this Agreement.

ATTACHMENTS
CLINICAL/PRACTICUM AFFILIATION AGREEMENT
Columbus State Community College
Emergency Medical Services Technology
And

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Delaware County Board of Commissioners

A. ORIENTATION OF FIELD PRECEPTORS

1. The faculty and field clinical coordinator of Columbus State Community College Emergency Medical Services Technology will orient field preceptors of the Delaware County EMS to the philosophy, purpose, objectives, and general curriculum plan of the Emergency Medical Services Technology program and will arrange for regular meetings with field preceptors and students to discuss progress on the pre-arranged objectives and ancillary experiences.
2. The faculty and field clinical coordinator of Columbus State Community College will serve as consultant to the field preceptors of Delaware County EMS and to the students in resolving problems relating to field experiences. Serious problems relating to field experiences shall be relayed to the Director of Delaware County EMS.

B. RESPONSIBILITIES OF DELAWARE COUNTY EMS FIELD PRECEPTORS

1. The field preceptor will provide the student with an orientation to Delaware County EMS's facilities and operating procedures.
2. The field preceptor will provide a range of experiences for the student in accordance with the field clinical objectives.
3. The field preceptor will complete a written evaluation of student performance after each clinical experience (formative) and at the end of the quarter (summative).
4. 4. The field preceptor will contact the Columbus State Field Clinical Coordinator as soon as possible should problems arise. Field preceptors shall notify the Director of Delaware County EMS about any serious problems.

C. RESPONSIBILITIES OF THE COLUMBUS STATE EMERGENCY MEDICAL SERVICES STUDENT

1. The student will familiarize himself/herself with Delaware County EMS facilities, policies, procedures, and personnel.
2. The student will abide by all rules and regulations of the Delaware County EMS as they would relate to paramedic program clinical experience.
3. The student will practice confidentially in the work of the Facility.
4. The student will complete the pre-arranged plan for field clinical with guidance of the field preceptor, including additional experience which might benefit the student professionally.
5. The student will discuss problems concerning the field experience or Facility with their field preceptor before consulting the Columbus State field clinical coordinator or other members of the Delaware County EMS. Serious issues shall be relayed to the EMS Training Supervisor immediately.
6. The student will arrange a meeting with the field clinical coordinator, DCEMS Chief and the field preceptor to discuss the situation should a problem arise.
7. The student will strive to project a positive image of the Delaware County EMS and of Columbus State Community College.
8. The student must have reached 18 years of age prior to the start of field clinical experience.

D. ACCUMULATION AND USE OF TUITION CREDITS

The following are the conditions and procedure related to accumulation and use of tuition credits.

1. One tuition credit hour earned for each 60 hours of student placement.
2. The Facility may claim "payment" on up to twenty (20) banked credits during any one quarter.
3. Credit must be used within two (2) years of being earned.
4. "Credit" is for tuition only, for credit courses only, and cannot be used to pay any other fees, e.g., application, laboratory, matriculation, or continuing education courses.

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5. Tuition credit can only be used for courses taken personally by employees of Delaware County, with prior approval from the County.

The following procedures have been established to facilitate setting up the Facility's account and the "spending" of credits.

1. Prior to spending of any credit, Columbus State Community College must have on file a statement naming the person and/or the title of the person who may authorize the spending of tuition credits. This is to be mailed to the EMS Technology Coordinator.
2. Individuals desiring to use tuition credits should:
 - a) Contact the Facility's person who authorizes use of credits and receive permission for credit hour use.
 - b) Person authorizing credit hour use must contact the EMS Technology Coordinator via phone, email or fax and give employee's name, social security number, number of hours authorized and the quarter in which hours are to be used.
 - c) EMS Technology Coordinator will electronically relay information to cashier's office; student account will be credited.
 - d) Student is responsible for paying any lab fees before the quarter begins.
3. The Facility will be notified periodically of its tuition credit balance. Revised March 10, 2010

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

RESOLUTION NO. 10-330

IN THE MATTER OF AMENDING PREVIOUSLY ADOPTED RESOLUTION 10-84, AUTHORIZING THE USE OF DELAWARE COUNTY ECONOMIC DEVELOPMENT FUNDS TO FUND THE PURCHASE OF COFFEE, MEALS, AND REFRESHMENTS FOR ECONOMIC DEVELOPMENT:

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

WHEREAS, on January 19, 2010, the Delaware County Board of Commissioners (the "Board") adopted Resolution 10-84, authorizing the use of Delaware County Economic Development funds to fund the purchase of coffee, meals, and refreshments for economic development; and

WHEREAS, the Board deems it necessary to clarify the intent and scope of said Resolution 10-84 through amendment thereof; and

WHEREAS, The Ohio Attorney General Opinion No. 82-006 addresses the issue Expenditure of Public Funds for Proper "Public Purpose"; and

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

WHEREAS, the Delaware Economic Development Director schedules planned meetings with current and potential business officials to discuss growth, expansion and new business; and

WHEREAS, the meetings arranged by the Director and attended by the Director, other Delaware County officials and employees, and current or potential business officials further Delaware County's goals to develop and promote plans and programs designed to assure that county resources are efficiently used, economic growth is properly balanced, and that county economic development is coordinated with that of the state and other local governments; and

WHEREAS, The Economic Development Director is requesting authorization to use Economic Development fees to pay for the coffee, meals, and refreshments for these business meetings;

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED, by the Board of Commissioners, County of Delaware, State of Ohio (the "Board") to amend Resolution 10-84 by substituting the text of Resolution 10-84 with the following:

Section 1. The Board hereby declares that business meetings including the provision of coffee, meals, refreshments, and other amenities, wherein the meetings are arranged by the Delaware County Director of Economic Development (the "Director"), constitute a Public Purpose, being consistent with the Director's

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functions and duties pursuant to Section 307.07 of the Revised Code and furthering the goal of robust and orderly economic development in Delaware County.

Section 2. The Board hereby authorizes the Director to be reimbursed from the Economic Development fees in an amount not to exceed \$2,500.00 to assist in funding the purchase of coffee, meals, refreshments, and other amenities, including a reasonable gratuity not to exceed twenty percent (20%), for business meeting attendees, including the Director, other Delaware County officials and employees, and current or potential business officials.

Section 3. The Board declares that the reimbursement of expenses incurred pursuant to this Resolution is specifically excluded and exempt from the Board's Travel and Expense Reimbursement Policy, in that the expenses incurred serve a special economic development Public Purpose beyond the scope of ordinary travel expenses.

Section 4. Because the Director reports directly to the Board as a whole, the Board hereby designates authority to any member of the Board to sign as "Supervisor" on any and all administrative expense reimbursement forms necessary to bring the matter of reimbursement before the full Board for consideration.

Section 5. The Purchase Order payable to Gus Comstock (\$2500.00 – 21011113-5310), as approved in Resolution 10-84, shall remain in full force and effect.

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

Mr. O'Brien's Objection To Resolution No. 10-330 (In The Matter Of Amending Previously Adopted Resolution 10-84, Authorizing The Use Of Delaware County Economic Development Funds To Fund The Purchase Of Coffee, Meals, And Refreshments For Economic Development)

Mr. President I object to resolution 10-330 on the grounds that it is improper for Mr. Hanks to move the resolution as well as to vote in the affirmative because he has apparent conflict of interest.

Namely he is a beneficiary of funds that were expended in resolution 10-84 which this resolution seeks to amend by substitution.

Further, documents indicate that previous actions were not compliant with resolution 10-84 which states monies were to be used and I quote "assist in funding the purchase of coffee, meals and refreshments and other amenities for business officials" when in fact monies were expended for employees, government workers and county officials one of which was Mr. Hanks.

Further monies were spent in a manner disallowed in resolution 00-741.

Documents show that the purchase order that was created from resolution 10-84 was used to benefit Mr. Hanks with meal purchases through a then and now for December 29th and 30th as well as meals on January 18th and 29th (though the voucher page errantly refers to it as January 19th.)

It is further inappropriate for Mr. Hanks to vote on resolution 10-330 because he later voted to pay for reimbursement on something which he had personnel gain and was not allowed for in resolution 10-84 specifically resolutions 10-163, 10-177 and 10-251.

I object to Mr. Thompson's second of this resolution and his voting in the affirmative on resolution 10-330 for more than one reason. Mr. Thompson signed the travel expense reimbursement form for Mr. Comstock even though he has no authority to sign as his supervisor and even if he did have authority, he did not follow several of the requirements for resolution 00-741—those requirements are listed in the employee handbook. Including but not limited to employee and county officials should not have monies expended in Delaware and surrounding counties and tips should not have been paid for.

Resolution 10-84 is for reimbursement of monies expended for "business official" only. In your packet I have given an example.

In that Mr. Thompson's apparent improper signature as supervisor it would be a conflict of interest to vote on in the affirmative.

Mr. Thompson also voted for resolutions 10-163, 10-177 and 10-251 creating an apparent conflict of interest.

Further this resolution is improper in that it attempt to retroactively preauthorize expenditures.

Further this resolution is inappropriate in that documents indicate Mr. Hanks and Mr. Thompson have benefited from funds being reimbursed to Mr. Comstock under resolution 09-649 which is the predecessor of

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10-84.

I find it particularly egregious in that the documents indicate Mr. Thompson signed as the supervisor on the travel expense reimbursement form for monies that personally benefited him such as those on July 1, July 28 and Sept 9.

As a former Auditor Mr. Hanks should be intimately aware that the travel and expense form he signed also did not comply with resolution 09-649 and 00-741.

Thus this resolution should not be consider today or ever.

RESOLUTION NO. 10-331

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS SHEETS DITCH:

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

Whereas, The County Administrator recommends this measure for adoption by the Board,

Supplemental Appropriations		Amount
40311425-5375	Sheets Ditch/Settlement Fees	\$ 95.00

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
-None

Commissioner Hanks
-see comments on County Engineer above
-Union County Sheriff's Office Down 32%
-Worked The Farmers Breakfast This Past Weekend

Commissioner Thompson
-None

RESOLUTION NO. 10-332

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Hanks, seconded by Mr. Thompson to adjourn into Executive Session at 9:55AM.

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

RESOLUTION NO. 10-333

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 9:57AM.

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

RESOLUTION NO. 10-334

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. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

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Todd Hanks

Ken O'Brien

Tommy Thompson

Letha George, Clerk to the Commissioners