

COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 8, 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. 10-439

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 5, 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 April 5, 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. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

PUBLIC COMMENT

RESOLUTION NO. 10-440

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0407, AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0407:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0407, memo transfers in batch numbers MTAPR0407, and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Line Amount
R1003678	ITT Flygt Corporation	Repair And Upgrade Of Flygt Submersible Mixers At	66611903 - 5410	379,805.00
R1003683	Commission On Accreditation For Law	2nd Half Of Accreditation Fee	21411306 - 5308	512.00
R1003684	Emergency Communications	Codered Weather Warning System For 2010	21411306 - 5320	18,750.00
R1003701	W E Monks & Company	Elec & Mech Eng Willis	40111402 - 5410	8,700.00
R1003727	Elford Inc	General Trades Hayes Remodel	41411435 - 5410	653,479.60

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

RESOLUTION NO. 10-441

IN THE MATTER OF APPROVING PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0407BR

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve payment of warrants in batch numbers CMAPR0407BR ,

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

RESOLUTION NO. 10-442

IN THE MATTER OF ADOPTING A RESOLUTION DECLARING THE SECOND FULL WEEK OF APRIL 2010 AS NATIONAL PUBLIC SAFETY TELECOMMUNICATOR WEEK IN THE COUNTY OF DELAWARE, OHIO:

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

WHEREAS; the Congress of the United States, and the President of the United States have, since 1992, established the second week of April as National Public Safety Telecommunicator Week, and;

WHEREAS; emergencies can occur at anytime, and;

WHEREAS; public safety telecommunicators daily serve the citizens of Delaware County by providing that first and most critical contact between our citizens and their need for a public safety response, and;

WHEREAS; public safety telecommunicators are the single vital communications link for monitoring, dispatching, providing information and ensuring the safety of law enforcement, fire, Emergency Medical and Emergency Management responders, and;

WHEREAS; this board believes that the public safety telecommunicators that serve the citizens of Delaware County are a highly trained and dedicated corps of personnel, and;

WHEREAS; the services of public safety telecommunicators is a "silent service" that is seldom observed by the public that deserves recognition, and;

THEREFORE be it resolved by the Board of County Commissioners, Delaware County, State of Ohio, that this resolution be passed, enthusiastically supporting recognition of all our professional public safety telecommunicators by declaring the second full week of April as the National Public Safety Telecommunicator Week, and that all our citizens are invited to observe this event.

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

RESOLUTION NO. 10-443

IN THE MATTER OF ADOPTING A RESOLUTION PROCLAIMING THE MONTH OF MAY, 2010, AS MOTORCYCLE AWARENESS MONTH IN THE COUNTY OF DELAWARE, OHIO:

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

WHEREAS, Delaware County has many citizens who ride motorcycles for touring, recreation, and economical transportation; and

WHEREAS, May is the month motorcycles become prevalent on our streets and the need to be aware of their presence becomes urgent; and

WHEREAS, an overwhelming number of car-motorcycle crashes could be prevented with due regard to motoring safety and awareness of motorcycles on the roads and at intersections in this county; and

WHEREAS, the inclusion of motorcycle awareness into the driver education curriculum and motorcycle rider education helps promote safe driving and riding practices; and

WHEREAS, it is in the interest of our community and the citizens of Delaware County to note the increase in the number of motorcyclists as we enter the warm weather months, in order to reduce crashes and injuries involving motorcyclists.

NOW, THEREFORE, The Board Of Delaware County Commissioners do hereby proclaim the month of May, 2010, as

MOTORCYCLE AWARENESS MONTH

in the Delaware County , and urge all citizens to use extra caution when driving their vehicles and extend to motorcyclists the same courtesies they wish to be afforded them.

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

RESOLUTION NO. 10-444

IN THE MATTER OF AUTHORIZING TIMESHEETS AND PAYROLL FOR COUNTY ADMINISTRATOR AND ECONOMIC DEVELOPMENT:

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

WHEREAS, the County Administrator has the authority to approve timesheets and payroll for himself/herself

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and the Economic Development Director; and

WHEREAS, the Economic Development Director has the authority to approve timesheets for his/her subordinates; and

WHEREAS, the County Administrator has the authority to approve payroll for subordinates of the Economic Development Director; and

WHEREAS, the County Administrator and Economic Development Director report to the Board of Commissioners; and

WHEREAS, subordinates of the Economic Development Director report directly to him/her; and

WHEREAS, the Board of Commissioners are responsible for the approval of timesheets and payroll for the County Administrator and the Economic Development Director; and

WHEREAS, the Economic Development Director is responsible for the approval of timesheets for his/her subordinates; and

WHEREAS, the County Administrator is responsible for the approval of payroll for subordinates of the Economic Development Director;

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

Section 1. Because the County Administrator reports directly to the Board as a whole, the Board hereby designates the President of the Board, or in his/her absence, authority to any member of the Board to sign as "Supervisor" on timesheets and payroll forms.

Section 2. Because the Economic Development Director reports directly to the Board as a whole, the Board hereby designates the President of the Board, or in his/her absence, authority to any member of the Board to sign as "Supervisor" on timesheets and payroll forms.

Section 3. Because subordinates of the Economic Development Director report directly to him/her, the Board hereby designates the Economic Development Director, or in his/her absence, the County Administrator authority to sign as "Supervisor" on timesheets and payroll forms.

Section 4. In the absence of the County Administrator, the Director of Administrative Services or the Assistant to the County Administrator shall become acting County Administrator for the specific purpose of Section 3 of this resolution.

Effective April 8, 2010

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

RESOLUTION NO. 10-445

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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 Director of Emergency Medical Services recommends to accept the resignation of Vicki Colley as a Part-Time Paramedic with the EMS Department, effective October 29, 2009.

The Director of Emergency Medical Services is recommends and approves that Eric Burgess receive a 2% probationary raise after completion of his 180 days as a Captain; effective April 3, 2010.

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

RESOLUTION NO. 10-446

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN ATRIUM PERSONNEL & CONSULTING SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES FOR TEMPORARY STAFFING SERVICES:

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

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Whereas, the Director of Jobs & Family Services recommends approval of a professional services agreement between Atrium Personnel & Consulting Services, The Delaware County Commissioners And The Delaware County Department Of Job And Family Services for temporary staffing services;

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 following a professional services agreement between Atrium Personnel & Consulting Services, The Delaware County Commissioners And The Delaware County Department Of Job And Family Services for temporary staffing services:

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement"), is made and entered into this 1st day of **January, 2010**, by and between Atrium Personnel & Consulting Services., an Ohio LLC, (hereinafter "ATRIUM") with its local place of business located at 120 East High Street, Mount Vernon, Ohio 43050, and the Delaware County Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Delaware County Department of Job and Family Services (hereinafter "DCDJFS"), whose address is 140 N. Sandusky Street, Delaware, OH 43015. (collectively the "Parties").

Background

ATRIUM is in the business of providing temporary staffing temp to permanent, right to hire, direct placement and professional/business consultants (the "ATRIUM consultants"). DCDJFS is in need of the services of ATRIUM. Accordingly, in consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

Terms

1. Scope of Services. This agreement shall be in effect from January 1, 2010 through December 31, 2010 unless terminated in writing by either party pursuant to Article 4 or Article 24. ATRIUM shall provide the services of the ATRIUM employees to DCDJFS. DCDJFS shall authorize specific assignments for the ATRIUM employees by placing a Job Order with ATRIUM in the form set forth on Exhibits A ("Job Order") which is attached hereto and by this reference fully incorporated as if fully re-written here. Unless the parties agree otherwise in writing, no obligation shall be incurred by either party unless a Job Order has been executed by both parties. Before placing an ATRIUM employee on an assignment, DCDJFS may interview and accept or reject a particular person based on the specific skills needed for the assignment. DCDJFS may hire an ATRIUM employee with no additional hiring, or other, fees after 480 working hours. If DCDJFS desires to hire the Atrium employee prior to the completion of the 480 working hours, a fee of 18% of the base salary offered by DCDJFS will be incurred by DCDJFS. The base salary is calculated as 2000 hours times the hourly pay rate offered by DCDJFS. This fee would not apply should the employee be hired by DCDJFS in a position other than the position they were placed in by ATRIUM.

2. Fees. DCDJFS shall review and approve time and expense reports, unless provided otherwise in the Job Order of each ATRIUM employee promptly at the end of each week. DCDJFS will pay ATRIUM for all time expended and expenses incurred by ATRIUM employees as set forth in the approved time and expense reports, at the rate specified on the applicable Job Order.

3. Payment of Fees. ATRIUM shall submit invoices detailing charges to DCDJFS weekly, as described in the relevant Job Order. These invoices will list the name of each ATRIUM employee assigned to DCDJFS and all charges and expenses applicable to each ATRIUM employee. Unless otherwise specified in a validly executed Job Order, DCDJFS shall pay to ATRIUM the total amount set forth on each invoice within thirty (30) days of the invoice date (the "Due Date"). DCDJFS will pay ATRIUM for all work performed by ATRIUM employees up to and including the effective date of any such termination. The total amount of compensation under this contract shall not exceed \$20,000.00.

4. Termination of Work Orders. All work performed by ATRIUM consultants under the Job Order shall be subject to DCDJFS's reasonable satisfaction and approval. Any individual Job Order may be terminated by either party by providing written notice to the other party. If DCDJFS determines that any work performed by ATRIUM employees under the Job Order is unsatisfactory, DCDJFS may request ATRIUM to correct such performance by giving written notice (a "Deficiency Notice") specifying the particular Job Order and the nature of the deficient performance to ATRIUM appropriate representative. ATRIUM shall promptly take steps to correct the deficient performance to the reasonable satisfaction of DCDJFS. DCDJFS will pay ATRIUM for all work performed under any terminated Job Orders up to and including the effective date of DCDJFS's written notice of termination.

5. Replacement. If an ATRIUM employee leaves the employ of ATRIUM or becomes sick, disabled, or otherwise incapacitated or unable to perform the services assigned in the Job Order, ATRIUM shall use

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use reasonable efforts to replace such person with another of similar qualifications.

6. Advertising. ATRIUM shall have the right to include DCDJFS's name in a general listing of users of its services, however, neither party shall use any trademark owned by the other without advance written consent from the owner.

7. Severability. If one or more of the provisions contained in this Agreement for any reason is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such provisions shall not affect any other provision in the Agreement.

8. Entire Agreement; Amendment. This Agreement together with the Job Order, and all validly executed supplemental Job Orders, constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written proposals, negotiations, and agreements concerning such subject matter. This Agreement may not be amended or modified except by a further written agreement, attached as an addendum and signed by the parties hereto specifically referencing this Agreement.

9. Assignment. Neither DCDJFS nor ATRIUM will assign, transfer, or subcontract any of its rights, obligations, or duties hereunder without the prior written consent of the other party.

10. Waiver. No failure or delay on the part of any party hereto in exercising any right or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or of any other right or remedy. No provision of this Agreement may be waived except in a writing signed by the party granting such waiver.

11. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors, legal representatives, and permitted assigns.

12. Force Majeure. Neither party shall be liable for failure or delay in performance of its obligations hereunder when such failure or delay is caused by acts of God, flood, hurricane, extreme weather, fire or other natural calamity, acts of governmental agencies, or similar causes beyond the control of such party. If for any of the reasons set forth above either party shall be unable to perform any obligation when due, such party shall immediately notify the other party of such inability and of the period over which such inability is expected to continue. Affected obligations of the parties shall be temporarily suspended during the period of Force Majeure and the time for performance under this Agreement shall, as applicable, be extended by the duration of any such period. If the delay continues for a period of 15 days or more, however, either party may terminate this Agreement by written notice to the other.

13. Relationship of Parties. ATRIUM is an independent contractor. Neither ATRIUM nor any of its employees or representatives shall be considered employees of DCDJFS, the Board, or Delaware County. Further, neither party shall represent itself to be the agent, employee, partner, or joint venture partner of the other party and may not obligate the other party or otherwise cause the other party to be liable under any contract or otherwise. ATRIUM shall be solely responsible for payment of its taxes and payment of its employees, including payment of applicable federal income tax, social security, worker's compensation, unemployment insurance, and other legal requirements.

DCDJFS understands assigned resources are the sole product of ATRIUM and is thus prohibited from converting or transferring the employment of any ATRIUM employee to DCDJFS or another Agency/Service for any reason without written approval of a qualified ATRIUM representative.

ATRIUM employees are not entitled to benefits enjoyed by employees of DCDJFS, the Board, or Delaware County.

14. Attorney's Fees and Costs. In the event of any dispute arising out of or related to this Agreement (and its exhibits), the prevailing party shall be entitled to its reasonable costs and attorney's fees.

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

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

17. DMA Form Statement. ATRIUM 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, ATRIUM agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference

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made a part of this Agreement

18. Campaign Finance – Compliance with ORC § 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 said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. 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.

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

20. Non-Discrimination. ATRIUM shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, sexual orientation, or disability. ATRIUM shall take affirmative action to ensure that applicants and employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, sexual orientation, or disability. The implementation of this Agreement will be carried out in strict compliance with all federal, state, or local laws regarding discrimination in employment.

In the event ATRIUM is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or any provision of Section 20 of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part by DCDJFS and ATRIUM may be declared ineligible for future Contracts with DCDJFS.

21. DCDJFS Indemnification. To the fullest extent permitted by law, ATRIUM agrees to indemnify and save and hold DCDJFS, Delaware County, the Delaware County Board of Commissioners and/or their respective officers, employees, agents, servants, representatives and volunteers (“Indemnified Parties”) free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney’s fees, arising from any incident, damages, injury, accident or occurrence related in any manner to ATRIUM’s performance of or the performance of ATRIUM’s employees pursuant to this Agreement. ATRIUM shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the Indemnified Parties by reason of ATRIUM’s performance of or the performance of ATRIUM’s employees pursuant to this Agreement, 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.

ATRIUM shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the atrium or its employees.

22. Insurance: ATRIUM shall carry and maintain throughout the life of the Agreement such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Agreement or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this Agreement, the ATRIUM shall present to the DCDJFS current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Agreement.

23. Access to and Retention of Records: At any time, during regular business hours, with reasonable notice and as often as DCDJFS, the Board, the Comptroller General of the United States, the State, or other agency or individual authorized by DCDJFS or the Board may deem necessary, ATRIUM shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Agreement. The Department and the above named parties shall be permitted by ATRIUM to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Agreement.

ATRIUM, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Agreement, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Agreement. If an audit, litigation, or other action is initiated during the time period of this Agreement, ATRIUM shall retain and maintain,

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and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

Prior to the destruction of any records related to performance of this Agreement, regardless of who holds such records, ATRIUM shall contact the Department in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

24. Termination:

A. Termination for the Convenience

Either Party may terminate this Agreement at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Party. ATRIUM shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, ATRIUM shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

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

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

25. Notices: All notices which may be required by this Agreement or by operation of any rule of law shall be hand delivered, sent via certified United States Mail, return receipt requested, sent via a nationally recognized and reputable overnight courier, return receipt requested, or via facsimile, to the following individuals at the following addresses and shall be effective on the date received :

County:

Mona Reilly
Director
Delaware County Department of Job and Family Services
140 North Sandusky Street, 2nd Floor
Delaware, Ohio 43015

Fax: (740) 833-2299

ATRIUM:

Norm Heitmeyer
President
ATRIUM
120 East High Street
Mount Vernon, Ohio 43050

Fax: (740) 393-2790

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

27. Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the

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courts of Delaware County, Ohio.

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

RESOLUTION NO. 10-447

IN THE MATTER OF APPROVING A REQUEST FOR BIDS FOR REAL ESTATE PROPERTY TAX BILL PRINTING, PROCESSING AND HANDLING SERVICES FOR THE DELAWARE COUNTY TREASURER:

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

Whereas, the Delaware County Treasurer recommends and approves the request for bids for real estate property tax bill printing and processing and handling services-

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 following :

**Request for Bids
for Real Estate Property Tax Bill Printing,
Processing, and Handling Services**

Bids will be received by the Board of Delaware County Commissioners, Delaware County, Ohio (hereinafter "Board") and Jon Peterson, Delaware County Treasurer, Delaware County Ohio (hereinafter "Treasurer") c/o Jon Peterson, Delaware County Treasurer, during standard business hours (8:30 a.m. to 4:30 p.m. Monday through Friday) beginning April 9, 2010 until 4:30 p.m. local time (Eastern Daylight Savings Time) on April 30, 2010 at the Office of the Treasurer located at 140 North Sandusky Street, 1st Floor, Delaware, Ohio 43015 for real estate property tax bill printing, processing, and handling services. Bids received after this time and date shall not be considered and will be returned unopened. At 10:00 a.m. on May 3, 2010 at the Commissioner's Meeting Room located at 101 North Sandusky Street, Delaware, Ohio 43015 bids will be publicly opened and read aloud. All bids shall be considered valid until sixty (60) days after the bid opening date although not accepted or rejected.

Delaware County, Ohio has approximately 80,000 real estate property tax parcels. Real estate property taxes are billed in two installments annually. Approximately 42,000 tax bills are sent to property owners for each installment. Taxes are due on February 10th and July 10th of each calendar year and the Treasurer is responsible for mailing these bills at least twenty (20) days prior to these semi-annual due dates.

The Treasurer seeks a single contractor to enter into a multiple year contract pursuant to which the contractor will provide quality real estate property tax bill printing, processing, and handling services on behalf of the Treasurer all in accordance with the detailed specifications contained within the Request for Bids Package (hereinafter "RFB").

An RFB containing the terms and conditions of this contract, together with detailed technical specifications and bid documents, can be obtained during regular business hours (8:30 a.m. to 4:30 p.m. Monday through Friday) until 4:30 p.m. local time (Eastern Daylight Savings Time) on April 30, 2010 at the Office of the Treasurer located at 140 North Sandusky Street, 1st Floor, Delaware, Ohio 43015 or by contacting Jessica Bendle, Deputy Treasurer, at (740) 833-2481 or jbendle@co.delaware.oh.us.

Bids must be submitted on the forms contained in the RFB, shall contain the full name of each person, party, or parties submitting the bid and all persons interested therein, and shall be enclosed in sealed opaque envelopes addressed and submitted to Jon Peterson, Delaware County Treasurer, Office of the Treasurer, 140 North Sandusky Street, 1st Floor, Delaware, Ohio 43015 and be marked: "Bid for Real Estate Property Tax Bill Printing, Processing, and Handling Services."

Each bidder is required to furnish with its bid, security in accordance with Section 307.88 and 153.54, et seq., of the Ohio Revised Code. The security shall be a bond or certified check, cashier's check, or money order on a solvent bank or savings and loan association in an amount equal to five percent (5%) of the total price bid, conditioned that the bidder, if the bidder's bid is accepted, shall execute a contract in conformity with the invitation (RFB) and the bid submitted by the bidder. Security furnished in bond form shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety. All security shall be in favor of the Board of Delaware County Commissioners, Delaware County, Ohio.

The successful bidder cannot assign this contract.

Each prospective bidder shall be an equal opportunity employer.

To be eligible for consideration of award, a bidder must not have a disqualifying unresolved finding for recovery, as provided in Ohio Revised Code Section 9.24.

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Per Ohio Revised Code Section 2909.33, the successful bidder will be required to certify that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion List, which list may be found on the Ohio Homeland Security web site at: <http://www.homelandsecurity.ohio.gov/>. Certification shall be made by completing a "Declaration Regarding Material Assistance/No Assistance to a Terrorist Organization" form.

The successful bidder will also be required to certify compliance with Ohio Revised Code Section 3517.13 (contributions to office holders and/or campaign committee.) Certification shall be made by completing a "Certification/Affidavit in Compliance with O.R.C. Section 3517.13."

The Board reserves the right to select the bidder deemed to be the lowest and best bidder, as determined solely by the Board and/or its representative(s), to reject any and/or all bids, or any portion of any and/or all bids, to waive informalities or irregularities that do not affect the substance of the specifications and contents of the RFB and to award a contract in the manner deemed to be in the best interest of the Board, the Treasurer, and Delaware County, Ohio.

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

**Commissioners' Committees Reports
(Refer To Cd Minutes For Entire Record)**

Commissioner Hanks

- Insurance Reimbursement; Possible Presentation Next Week
- Prisoner Numbers
- Article On Private Property Rights And Shooting In Trenton Township
- Encourage Businesses To Help With The City's Firework For July 4

Commissioner O'Brien

- Attended And Participated In Community Action Organizational Meeting
- Attended Trenton Township Session; Private Property Rights And Shooting

Commissioner Thompson

- The Symphony July 4th Events Still Proceeding; Even Without The City Commitment To Fireworks

RESOLUTION NO. 10-448

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Hanks, seconded by Mr. Thompson to adjourn into Executive Session at 9:40AM.

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

RESOLUTION NO. 10-449

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Hanks, seconded by Mr. Thompson to adjourn out of Executive Session at 10:43AM.

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

PRESIDENT OF THE BOARD ADJOURNING THE MEETING:

Todd Hanks

Ken O'Brien

Tommy Thompson

COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 8, 2010

Letha George, Clerk to the Commissioners