

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 15, 2010**

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

Present: Ken O'Brien, Dennis Stapleton, Tommy Thompson

RESOLUTION NO. 10-1490

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 8, 2010:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on November 8, 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. O'Brien Aye ____N/A____

PUBLIC COMMENT

RESOLUTION NO. 10-1491

IN THE MATTER OF APPOINTING DENNIS STAPLETON ACTING COMMISSIONER FOR DELAWARE COUNTY:

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

WHEREAS, by virtue of Delaware County Commissioner Todd Hanks' resignation, effective November 9, 2010, one of the three seats of the Board of Delaware County Commissioners is vacant; and

WHEREAS, pursuant to section 305.02(F) of the Revised Code, the Board of County Commissioners may appoint a person to hold the vacant office of county commissioner as an acting officer and to perform the duties thereof between the occurrence of the vacancy and the time when the officer appointed by the central committee qualifies and takes the office; and

WHEREAS, given the time that will elapse before the central committee makes an appointment to fill the open office of county commissioner and the need to have a person perform the statutory and administrative duties and responsibilities of the office, the Board of Commissioners has determined that it is necessary and proper to appoint an acting officer to perform said duties and responsibilities;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO:

Section 1. Dennis Stapleton is hereby appointed to hold the vacant seat of the Board of Delaware County Commissioners as an acting officer to perform the duties thereof between the effective date of this Resolution and the time when the Commissioner appointed by the central committee qualifies and takes the office.

Section 2. This Resolution shall take effect immediately upon passage.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye ____N/A____

RESOLUTION NO. 10-1492

IN THE MATTER OF PROCLAIMING NOVEMBER, 2010 AS ADOPTION MONTH IN DELAWARE COUNTY:

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

Whereas, every child deserves to have a loving, nurturing and permanent family to provide a stable, caring and supportive environment; and

Whereas, a growing number of Ohioans are building families through adoption enabling hundreds of individual children and siblings of all ages, races, cultures, mental and physical conditions and emotional

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needs, to become members of the community; and

Whereas, adoptive parents are rewarded by the joy of nurturing and supporting these children as they become happy and productive adult members of the community; and

Whereas, citizens should be encouraged to demonstrate their respect and gratitude for adoptive parents who unselfishly share their lives; and

Whereas, The Delaware County Department of Job and Family Services, public and private child care agencies and adoption support groups work diligently for Delaware County's children in need of permanent, safe and loving homes; and strive to increase public awareness of the importance of adoptions.

Now Therefore Be It Resolved, that, the Commissioners of Delaware County do hereby proclaim November 2010, as adoption Month in Delaware County and encourage citizens to observe this month by honoring adoptive families and to participate in efforts to find permanent homes for waiting children.

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

RESOLUTION NO. 10-1493

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1112, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1112:

It was moved by Mr. O'Brien, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1112, memo transfers in batch numbers MTAPR1112, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Beems's	Gasoline	10011106-5228	\$ 45,000.00
Delaware Motive Parts	Repairs/Parts	10011106-5228	\$ 7,500.00
Pitney Bowes	Mail	10011105-5331	\$ 20,000.00
Color Design Innovations	JFS Program Stipend fee (line)	22311614-5348	\$ 6,000.00
AEP	Alum Creek	66211904-5338	\$ 55,000.00
Del. County Juvenile Court	CSEA Contract	23711630-5360	\$ 68,000.00
Downes Hurst Hass Kim	Legal Fees	10011108-5361	\$ 10,000.00
State of Ohio	BCMh Crippled Children	10011102-5319	\$ 40,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Desc</u>	<u>Line Account</u>	<u>Line Amount</u>	<u>Line Number</u>
R1006220	DELAWARE AREA CAREER CENTER	ONE STOP SIGN	22311611 - 5313	\$7,500.00	0001
R1006368	YOUTH ADVOCATE SERVICES	RESIDENTIAL TREATMENT	22511607 - 5342	\$16,000.00	0001
R1006590	JASPER MOUNTAIN	POST ADOPTION SPECIAL SVCS SUBSIDY	22511607 - 5350	\$12,080.00	0001
R1006717	COLOR DESIGN INNOVATION INC	STIPEND JFS TUITION PROGRAM	22311614 - 5348	\$6,000.00	0001
R1006745	OFFICE CITY EXPRESS IN	FURNITURE FOR JOG CLASSROOM	22311611 - 5250	\$13,696.60	0001
R1006748	INDUSTRIAL INNOVATIONS DESIGN	SHREDDER	40111402 - 5450	\$14,600.00	0001
R1006756	CITY OF DELAWARE	3RD QUARTER 2010 EMS RUNS	10011303 - 5345	\$132,427.30	0001
R1006765	UNIFIRST CORP	RENTAL AND CLEANING OF WASTEWATER UNIFORMS	66211903 - 5336	\$2,880.49	0001
R1006765	UNIFIRST CORP	OECC	66211903 - 5336	\$2,880.49	0001
R1006765	UNIFIRST CORP	RENTAL AND CLEANING /MATS	66211903 - 5328	\$242.45	0002
R1006765	UNIFIRST CORP	OECC	66211903 - 5328	\$242.45	0002

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R1006765	UNIFIRST CORP	RENTAL AND CLEANING OF WASTEWATER UNIFORMS	66211904 - 5336	\$2,834.87	0003
R1006765	UNIFIRST CORP	ALUM CREEK	66211904 - 5336	\$2,834.87	0003
R1006765	UNIFIRST CORP	ALUM CREEK	66211904 - 5328	\$388.37	0004
R1006765	UNIFIRST CORP	RENTAL AND CLEANING OF MATS	66211904 - 5328	\$388.37	0004
R1006766	NORTHWOODS CONSULTING PARTNERS INC	MODIFICATIONS	22411601 - 5301	\$7,800.00	0001

Vote On Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 10-1494

IN THE MATTER OF APPROVING PURCHASE ORDERS:

It was moved by Mr. O'Brien, seconded by Mr. Stapleton to approve purchase orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R1005845	BAUMANN ENTERPRISES	NEIGHBORHOOD	23011707 - 5365	\$50,800.00	0001
R1005846	B AND K LEHNER EXCAVATING LLC	NEIGHBORHOOD	23011707 - 5365	\$54,716.00	0001
R1006468	2K GENERAL COMPANY	CENTRAL OHIO MENTAL	23111709 - 5365	\$132,750.00	0001
R1006757	OHIO COMMUNITY MEDIA LLC	ADS	21011113 - 5312	\$500.00	0001
R1006759	J C & SON BUILDERS LLC	DCHIP HOME REPAIRS	23011702 - 5365	\$4,300.00	0001

Vote On Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Thompson Aye

RESOLUTION NO. 10-1495

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Child Support Enforcement Agency is requesting that Debra Benjamin, Jerika Pounds and Sheri Howell attend a Child Support Office Training in Columbus, Ohio November 30 thru December 1, 2010, at no cost.

Vote On Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 10-1496

**IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH
MAINTENANCE ASSESSMENTS FOR HARLEM TOWNSHIP LANDS; 3883 SOUTH ST. RT. 605
GALENA:**

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

Harlem Township Lands 3883 South St. Rt. 605 Galena

WHEREAS, on November 10, 2010 a Ditch Maintenance Petition for the Harlem Township Lands **3883 South St. Rt. 605 Galena** was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within the subdivision//acres; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot/acre in the subject subdivision/land to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

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WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Delaware County, Ohio:

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements being \$104,101.00 for the benefit of a total of 15.8 acres, the basis for calculating the assessment is, therefore, per acre. An annual maintenance fee equal to two percent (2%) of this basis shall be collected for each lot. The basis for calculating the maintenance assessment shall be reviewed and subject to revision every six (6) years. The first year's assessment has been paid to Delaware County, receipt of which is hereby acknowledged.

Section 3. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

Vote On Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 10-1497

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR ALUM CROSSINGS SECTION 1, 2A, AND 2B:

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

Alum Crossings Section 1, 2A, and 2B

WHEREAS, on November 10, 2010 a Ditch Maintenance Petition for Alum Crossings Section 1, 2A, and 2B was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within the subdivision; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Delaware County, Ohio:

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements being \$711,000.00 for the benefit of a total of 97 lots, the basis for calculating the assessment for each lot is, therefore, \$7,329.89 per lot. An annual maintenance fee equal to two percent (2%) of this basis (\$146.60) shall be collected for each lot. The basis for calculating the maintenance assessment shall be reviewed and subject to revision every six (6) years. The first year's assessment for all of the lots in the

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amount of \$2,78.36 has been paid to Delaware County, receipt of which is hereby acknowledged.

Section 3. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

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

RESOLUTION NO. 10-1498

IN THE MATTER OF ACCEPTING MAINTENANCE BOND FOR MANSARD ESTATES SECTION 2:

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

Mansard Estates Section 2

The roadway construction has been completed for the referenced subdivision and, as the results of our recent field review, we have determined that only minor remedial work remains which can be accomplished during the subsequent one year maintenance period. Therefore, in accordance with the Owner's Agreement, we recommend that the maintenance bond be set at **\$56,300** (10% of the original construction estimate) and the project be placed on the required one year maintenance period. A Bond in that amount is in place. Respectfully submitted, Chris Bauseman, P.E., P.S. Delaware County Engineer

Vote On Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Thompson Aye

RESOLUTION NO. 10-1499

IN THE MATTER OF DECLARING THE NECESSITY FOR IMPROVEMENTS TO THE TRAFFIC SIGNAL SYSTEM ON SAWMILL PARKWAY, INCLUDING COORDINATION (INTERCONNECT) OF TRAFFIC SIGNALS ON SAWMILL PARKWAY FROM THE FRANKLIN COUNTY LINE NORTH TO SELDOM SEEN ROAD AND INCLUDING THE DESIGN OF A NEW SIGNAL AT SAWMILL PARKWAY/NORTH HAMPTON DRIVE, AND APPROVING A PROFESSIONAL SERVICES CONTRACT FOR ENGINEERING AND DESIGN SERVICES WITH HDR ENGINEERING INC. FOR THE PROJECT KNOWN AS DEL-CR609 SAWMILL PARKWAY TRAFFIC SIGNAL COORDINATION:

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

Whereas, Section 5555.02 of the Revised Code provides that a Board of County Commissioners may find by a majority vote that the public convenience and welfare require the improving of any part of any public road, may fix the route and termini of the Improvement and may authorize such Improvement, and;

Whereas Section 305.15 of the Revised Code provides that a Board of Commissioners may enter into contracts with any person, firm, partnership, association or corporation qualified to perform engineering services in the state, and;

Whereas, the County Engineer has determined that there is a need for coordination of the traffic signals on Sawmill Parkway and recommends that the Board proceeds with Improvements thereof.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners that:

Section 1: The public convenience and welfare require the coordination (interconnect) of traffic signals on Sawmill Parkway from the Franklin County line north to Seldom Seen Road including the design of a new signal at the intersection of Sawmill Parkway/ Hampton Drive and the design of pedestrian crossing signals, ADA-compliant ramps, and striping and signing at the Sawmill Parkway and Attucks Drive, Big Bear Avenue and Home Road Intersections and that the project known as DEL-CR609 SAWMILL PARKWAY TRAFFIC SIGNAL COORDINATION be initiated for such purpose, and;

Section 2: The Board hereby approves a contract along with due compensation be paid to HDR Engineering, Inc. for required engineering and design services for the Improvement DEL-CR609 SAWMILL PARKWAY TRAFFIC SIGNAL COORDINATION; and

Section 3: The costs for said Improvement will be paid for from any funds appropriated for road and bridge construction and that no special levies or assessments shall be made to pay for the Improvement.

PROFESSIONAL SERVICES CONTRACT

DEL-CR 609 Sawmill Parkway Traffic Signal Coordination

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PID: 0874 (County)

Section 1 – Parties to the Agreement

Agreement made and entered into this 15th day of November, 2010 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and the firm of HDR Engineering, Inc., 2800 Corporate Exchange Drive, Suite 270, Columbus, Ohio 43231-7661 (“Consultant”).

Section 2 – Contract Administrator

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

Section 3 – Scope of Services (Work)

Consultant agrees to furnish, unto the County, professional engineering services for the project known as **DEL-CR 609 Sawmill Parkway Traffic Signal Coordination** including those services listed in the Scope of Services agreed upon by the County and Consultant and the Price Proposal dated October 29, 2010, by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work promptly and in a skillfully competent manner under the direction of the Administrator and in accordance with generally accepted professional engineering standards.

Section 4 – Compensation

Compensation for Work performed under this Agreement shall not exceed One Hundred Four Thousand Six Hundred Eleven dollars and Zero cents [\$104,611.00], (\$97,634.00 “Signal Coordination” + \$6,977 “if Authorized”) as detailed in October, 29, 2010 cost proposal submittal. Compensation for those tasks listed in the Price Proposal shall constitute full payment for all labor, equipment and materials required to complete those tasks.

Section 5 – Payment

Compensation shall be paid based no more than once monthly and shall be based on the Consultant’s cost to date in accordance with the Consultant’s Price Proposal, determined by the Consultant and approved by the Administrator. Invoices shall be submitted to the Administrator by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. Consultant shall not commence any “If Authorized” task until written authorization for such work is provided by the County. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices. Invoices are due and payable within 30 days of receipt.

Section 6 – Completion of Work, Delays and Extensions

All Work associated with this Agreement shall be completed by the Consultant no later than June 1, 2011. In the event that unforeseen and unavoidable delays prevent the timely completion of the Work provided under this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

Section 7 – Insurance

- 7.1 **General Liability Coverage:** Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 **Automobile Liability Coverage:** Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 **Workers’ Compensation Coverage:** Consultant shall maintain workers’ compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 **Professional Liability Insurance:** Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 7.5 **Additional Insureds:** The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.6 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be

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cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Indemnification

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

Section 9 – Suspension or Termination of Agreement

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

Section 10 – Change in Scope of Work

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

Section 11 – Ownership of Engineering Documents

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents or electronic files produced under this Agreement. Provided Consultant has been paid, the County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials. County understands that any reuse of documents or electronic files on other projects not contemplated under this Agreement shall be at the County's sole risk, without legal liability to Consultant.

Section 12 – Change of Key Consultant Staff

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

Section 13 – Miscellaneous Terms & Conditions

- 13.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 13.2 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 13.3 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 13.4 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 13.5 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 13.6 **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder

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

- 13.7 Findings for Recovery: Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.8 Homeland Security: Consultant certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Consultant agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and “No” being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.
- 13.9 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

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

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

Vote On Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 10-1500

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR ENVIRONMENTAL SERVICES:

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

Transfer of Appropriation	From	To	Amount
	66711903-5301	66711903-5415	\$8,085.00
	Perry Taggart /Contract Ser	Perry Taggart /Sewer Construction	
	66611906-5450	66611906-5328	\$11,620.00
	Tartan Field/Mach Equip Over 5000	Tartan Field/Maintenance and Repair	
	66611907-5450	66611907-5328	\$7,500.00
	Scioto Reserve/ Mach Equip Over 5000	Scioto Reserve/Maintenance and Repair	

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

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RESOLUTION NO. 10-1501

IN THE MATTER OF APPROVING THE RETURN OF AN ADVANCE OF FUNDS FOR JUVENILE/PROBATE COURT GRANTS:

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

Return Advance	To	Amount
From		
26226206	10011102	\$7500.00
Family Drug Court ARRA	Commissioners General	
27426313	10011102	\$5000.00.
Victims of Crime	Commissioners General	

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

RESOLUTION NO. 10-1502

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS AND A RETURN OF AN ADVANCE:

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

Transfer of Appropriation		
From	To	Amount
10011102-5801	10011103-5208	
Commissioners General Transfers	Records Center/Operating Supplies	4,200.00
10011102-5801	10011102-5319	
Commissioners General/Transfers	Commissioners General/Reimbursements	55,000.00
10011102-5801	2031511-5301	
Commissioners General/Transfers	Data Center/Professional Services	11,200.00
Transfer of Appropriation		
From	To	
25722304-5238	25722304-5345	
Intensive Supervision/Safety & Security	Intensive Supervision/Safety Services	3,500.00
Return Advance		
From	To	
25922307	10011102	13,500.00
Mental Health Docket	Commissioners General	

Vote On Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Stapleton Aye

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Stapleton
-No Comments Today

Commissioner O'Brien
-Busy Time With Budget Hearings, So No Other Items To Report On

Commissioner Thompson
-Busy Time With Budget Hearings

RESOLUTION NO. 10-1503

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. O'Brien, seconded by Mr. Stapleton to adjourn into Executive Session at 9:35AM.

Vote On Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Thompson Aye

COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 15, 2010

RESOLUTION NO. 10-1504

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mr. Stapleton to adjourn out of Executive Session at 10:42AM.

Vote On Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 10-1505

IN THE MATTER OF ADJOURNING THE MEETING:

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

Vote On Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

**BUDGET HEARINGS
ADDITIONAL DAYS
MONDAY NOVEMBER 15, 2010
TUESDAY NOVEMBER 16, 2010**

Ken O'Brien

Dennis Stapleton

Tommy Thompson