

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 14, 2011

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

Present:  
Dennis Stapleton, President  
Ken O’Brien, Vice President  
Tommy Thompson, Commissioner

10:00 AM Public Hearing # 1 For Delaware County’s FY 2011 Community Development Block Grants

RESOLUTION NO. 11-150

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM  
REGULAR MEETING HELD FEBRUARY 10, 2011:

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 February 10, 2011; 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. Stapleton Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 11-151

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND  
PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0211, MEMO TRANSFERS IN BATCH  
NUMBERS MTAPR0211:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0211, memo transfers in batch numbers MTAPR0211:

PR Number	Vendor Name	Line Desc	Line Account	Amount	Line
R1102368	ADRIEL SCHOOL INC	RESIDENTIAL TREATMENT	22511607 - 5342	\$30,000.00	0001
R1102532	NORTHWOODS CONSULTING PARTNERS INC	SOFTWARE LICENSE	22411601 - 5320	\$6,400.00	0001
R1102532	NORTHWOODS CONSULTING PARTNERS INC	JOB AND FAMILY SCANNER	22411601 - 5260	\$4,104.00	0002
R1102532	NORTHWOODS CONSULTING PARTNERS INC	MONITERS PRINTERS	22411601 - 5250	\$2,350.00	0003
R1102638	JOHN DEERE CO	STATE PRICING #7751501208 GATOR	66611903 - 5450	\$9,822.01	0001
R1102742	ROTORK CONTROLS INC	THIS WILL COMPLETE ALL REPAIRS TO ROTORK VALVES ALUM CREEK	66211904 - 5328	\$9,710.35	0001
R1102745	INTERNATIONAL SOCIETY FOR SIX	CERTIFICATION JFS	22311611 - 5348	\$6,000.00	0001
R1102786	OFFICE CITY EXPRESS INC	JUV CT FIRE REPLACEMENTS	60111901 - 5370	\$17,325.58	0001

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

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**RESOLUTION NO. 11-152****IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The EMS Department is requesting that Joe Farmer attend a Trauma Life Support Conference in Columbus, Ohio March 24-27, 2011, at no cost.

The Administrative Services Department is requesting that Robert Ferguson and Mark Stroh attend an Euthanasia By Injection Workshop, at the Wyandot County Humane Society April 12-13, 2011, at the cost of \$396.00.

The 911 Communications Department is request that Bobbie Henny, Brittany Craig, Brian Doone, Amy Convy, Leeann Collick and Kevin Hale attend an In-House Training on Priority Dispatch February 16-18, 2011, at the cost of \$1,920.00 (Fund Number 21411306).

The 911 Communications Department is request that Bobbie Henny, Brian Doone, Tricia McMunn, Amy Convy, Leeann Collick, Gloria Rose-James and Kevin Hale attend an In-House Training on Priority Dispatch February 14-16, 2011, at the cost of \$2,240.00 (Fund Number 21411306).

The 911 Communications Department is request that Bobbie Henny, Brian Doone, Tricia McMunn, Amy Convy, Leeann Collick, and Kevin Hale attend an In-House Training on Priority Dispatch February 22-24, 2011, at the cost of \$1,920.00 (Fund Number 21411306).

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

**RESOLUTION NO. 11-153**

**IN THE MATTER OF APPROVING A SHORT-TERM CONTRACT BETWEEN THE BOARD OF DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY RECORDER AND ACS STATE & LOCAL SOLUTIONS, INC. DBA ACS GOVERNMENT RECORDS MANAGEMENT FOR A COMPREHENSIVE RECORDING SOFTWARE SOLUTION FOR THE DELAWARE COUNTY RECORDER'S OFFICE:**

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

Whereas, the Recorder recommends approval of the Contract Extension/Addendum To The Agreement With ACS;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Contract Extension/Addendum To The Agreement with ACS;

**AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is entered into this 14<sup>th</sup> day of February, 2011 by and between ACS State & Local Solutions, Inc. (A New York Corporation), DBA ACS Government Records Management (hereinafter referred to as "the Contractor" or "ACS") with principal offices located at 7030 Fly Road, P. O. Box 4889, Syracuse, New York, 13221, and Delaware County, Ohio, by and through the Delaware County Board of County Commissioners, (hereinafter referred to as "the County") with principal offices located at 101 North Sandusky Street, Delaware, Ohio 43015 (hereinafter collectively the "Parties").

**WHEREAS**, the Contractor and County entered into a Contract for Professional Services (hereinafter referred to as "the Original Contract") executed on and effective as of December 31, 2003; and

**WHEREAS**, on November 27, 2006, the Original Contract was extended for three (3) years until December 31, 2009 (hereinafter "First Addendum"); and

**WHEREAS**, on December 30, 2009, Contractor and County extended the Original Contract through June 30, 2010 (hereinafter "Second Addendum"); and

**WHEREAS**, on July 19, 2010, Contractor and County entered into a new, short-term contract through December 31, 2010 or up to \$25,000 (hereinafter "Third Addendum"), intended to continue operations of the Recorder's Office during the competitive bidding process for a long-term contract; and

**WHEREAS**, the competitive bidding process for a long-term contract resulted in the rejection of all bids and the commencement of a new competitive bidding process; and

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**WHEREAS**, on October 11, 2010, Contractor and County entered into a second new, short-term contract through March 7, 2011 up to \$24,999. (hereinafter “Fourth Addendum”), intended to further continue operations of the Recorder’s Office during the competitive bidding process for a long-term contract; and

**WHEREAS**, the previous Recorder resigned his office effective December 31, 2010 and a new permanent Recorder to serve the remainder of the previous Recorder’s term was not appointed until January 19, 2011; and

**WHEREAS**, the new Recorder requires additional time to adequately prepare a bid package and proceed through the competitive bidding process; and

**WHEREAS**, the Delaware County Commissioners determined that, because the continuation of uninterrupted operations of the Recorder’s Office constitutes a real and present emergency and to permit the newly appointed Recorder adequate time to prepare a bid package, an additional short-term contract is necessary during the competitive bidding process for a long-term contract;

**NOW THEREFORE**, intending to be legally bound, the Parties hereto agree as follows:

- 1. All provisions of the Original Contract, First Addendum, Second Addendum, Third Addendum, and Fourth Addendum are, by this reference, hereby fully incorporated herein. In the event of a conflict of terms or conditions, the terms and conditions of this Agreement shall supersede any previous term or condition.
- 2. This Agreement shall be effective as of March 8, 2011 and shall continue in full force and effect until June 3, 2011, subject to Section 4 of this Agreement.
- 3. The County shall compensate the Contractor at a total amount not to exceed Twenty-Four Thousand Nine Hundred Ninety-Nine Dollars (\$24,999).
- 4. The County may terminate this Agreement for convenience upon written notice to the Contractor, effective ten (10) days after the date of the notice. Contractor shall be entitled to compensation for any services rendered up through the effective date of termination, subject to the limit stated in Section 3 of this Agreement.
- 5. The Agreement, and those documents expressly incorporated by reference herein, constitutes the entire agreement and supersedes all prior representations, proposals, contracts, discussions and communications, whether oral or in writing. This Agreement may be modified only in writing in accordance with State of Ohio laws and as mutually agreed upon by the Parties and shall be enforceable in accordance with its terms when signed by both parties hereto.
- 6. If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

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

**RESOLUTION NO. 11-154**

**IN THE MATTER OF APPROVING PLAT FOR VET CLINIC:**

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

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

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

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

**Vet Clinic**

Situated In The State Of Ohio, County Of Delaware, Township Of Genoa, And In Farm Lot 20, Section 3, Township 3, Range 17, United States Military Lands, Containing 1.471 Acres Of Land, More Or Less, Said 1.471 Acres Being All Of That 0.514 Acre Tract Of Land Conveyed To Marquin Properties Llc, By Deed Of Record In Official Record 988, Page 652, And All Of That 0.957 Acres Tract Of Land Conveyed To Romanelli Schrock Road Investments, Llc By Deed Of Record In Official Record 977, Page 2445, Recorder’s Office, Delaware County, Ohio. Cost \$6.00

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

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RESOLUTION NO. 11-155

IN THE MATTER OF APPROVING THE TECHNICAL SERVICE SUPPORT AGREEMENT BETWEEN THE  
DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY SHERIFF’S OFFICE  
AND PHYSIO-CONTROL CORPORATION:

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

Whereas, the Sheriff’s Office Staff recommends approval of the agreement with Physio-Control Corporation;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the agreement with Physio-Control Corporation.

TECHNICAL SERVICE SUPPORT AGREEMENT

Contract Number:	
End User # 12669801	Bill to # 12669801
DELAWARE CO SHERIFF OFFICE	DELAWARE CO SHERIFF OFFICE
844 US 42 NORTH	844 US 42 NORTH
DELAWARE, OH 43015	DELAWARE, OH 43015

This Technical Service Support Agreement begins on 2/1/2011 and expires on 1/31/2013.

The designated Covered Equipment and/or Software is listed on Schedule A. This Technical Service Agreement is subject to the Terms and Conditions of this document and any Schedule B, if attached. If any Data Management Support and Upgrade Service is included on Schedule A then this Technical Service Support Agreement is also subject to Physio-Control Corp.’s Data Management Support and Upgrade Service Terms and Conditions, rev 7/99-1.

Price of coverage specified on Schedule A is \$8,956.60 per term, payable in Annual installments.  
\*by this reference Exhibit 1 is hereby incorporated in and is made part of this agreement.

Special Terms:  
15% Discount on all electrodes  
15% Discount on accessories

PHYSIO-CONTROL, INC.  
TECHNICAL SERVICE SUPPORT AGREEMENT TERMS AND CONDITIONS

RENEWAL TERMS  
Physio-Control, Inc.'s ("Physio-Control") acceptance of Customer's Technical Service Support Agreement is expressly conditioned on Customer's assent to the terms set forth in this document and its attachments. Physio-Control agrees to furnish the services ordered by Customer only on these terms, and Customer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by Customer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on Customer's purchase order or on other documents submitted to Physio-Control by Customer. These terms may not be revised in any manner without the prior written consent of an officer of Physio-Control.

REPAIR SERVICES  
If "Repair" services are designated, subject to the Exclusions identified below, they shall include, for the designated Covered Equipment, all repair parts and materials required, all required Physio-Control service technician labor, and all related travel expenses. For offsite (ship-in) services, units will be returned to Customer by Physio-Control freight prepaid.

INSPECTION SERVICES  
If "Inspection" services are designated, subject to the Exclusions identified below, they shall include, for the designated Covered Equipment, verification of proper instrument calibration, verification that instrument mechanical operations and output measurements are consistent with applicable product specifications, performance of an electrical safety check in accordance with National Fire and Protection Guidelines, all required Physio-Control service technician labor and all related travel expenses. For offsite (ship-in) services, units will be returned to Customer by Physio-Control freight prepaid.

DOCUMENTATION  
Following each Repair and/or Inspection, Physio-Control will provide Customer with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement.

LOANERS

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If a Physio-Control product is designated as a unit of Covered Equipment for Repair Services and needs to be removed from service to complete repairs, an appropriate Loaner unit will be provided, if available, until the removed unit is returned. Customer assumes complete responsibility for the Loaner and shall return the Loaner to Physio-Control in the same condition as received, at Customer's expense, upon the earlier of the return of the removed unit or Physio-Control's request.

#### EXCLUSIONS

This Technical Service Support Agreement does not include: supply or repair of accessories or disposables (e.g., patient cables, recorder paper, etc.); repair of damage caused by misuse, abuse, abnormal operating conditions, operator errors, and/or acts of God; repairs to return an instrument to normal operating equipment at the time of initial service by Physio-Control under this Technical Service Support Agreement; case changes; repair or replacement of items not originally distributed or installed by Physio-Control; and exclusions on Schedule B to this Technical Service Support Agreement, if any, which apply to Covered Equipment,

#### SCHEDULE SERVICES

Designated Repair and Inspections Services will be performed at the designated service frequency and during designated service hours except where service technicians are rendered unavailable due to mandatory training commitments, in which case Physio-Control will provide alternate coverage. Customer is to ensure Covered Equipment is available for Repair and/or Inspection at scheduled times. If Covered Equipment is not available as scheduled and Customer requests additional services to be performed or if Physio-Control is requested to perform Repair or Inspection services not designated in this Technical Service Support Agreement (due to the nature of services selected, instruments involved not being Covered Equipment, request being outside of designated service frequency or hours, or application of the Exclusions); Customer shall reimburse Physio-Control at Physio-Control's standard labor rates less 10% (including overtime, if appropriate), plus standard list prices for related parts and materials less 15%, plus actual travel costs incurred.

#### PAYMENT

The cost of services performed by Physio-Control shall be payable by Customer within thirty (30) days of Customer's receipt of Physio-Control's Invoice (or such other terms as Physio-Control confirms to Customer in writing). In addition to the cost of services performed, Customer shall pay or reimburse Physio-Control for any taxes assessed Physio-Control. If the number or configuration of Covered Equipment is altered during the Term of this Technical Service Support Agreement, the price of Services shall be adjusted accordingly.

#### WARRANTY

Physio-Control warrants Services performed under this Technical Service Support Agreement and replacement parts provided in performing such Services against defects in material and workmanship for ninety (90) days from the date a Service was performed or a part was provided. Customer's sole remedy shall be re-servicing the affected unit and/or replacement of any part determined to be defective, without any additional Customer charge, provided Customer notifies Physio-Control of any allegedly defective condition within ten (10) calendar days of its discovery by Customer. Physio-Control makes no other warranties, express or implied, including, without limitation, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES.

#### TERMINATION

Either party may terminate this Technical Service Support Agreement at any time upon sixty (60) days prior written notice to the other, except that Physio-Control may terminate this Technical Service Support Agreement immediately upon Customer's failure to make timely payments for services rendered under this Technical Service Support Agreement. In the event of termination, Customer shall be obligated to reimburse Physio-Control for that portion of the designated price which corresponds to that portion of the Term and the scope of Services provided prior to the effective date of termination.

#### DELAYS

Physio-Control will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from any cause beyond its reasonable control, including, but not limited to, acts of God, labor disputes, labor shortages, the requirements of any governmental authority, war, civil unrest, delays in manufacture, obtaining any required license or permit, and Physio-Control's inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control's obligations and the performance dates shall be extended for the length of such delay.

#### MISCELLANEOUS

- a) Customer agrees to not employ or offer employment to anyone performing Services on Physio-Control's behalf during the Term of this Technical Service Support Agreement or for one (1) year following its expiration without Physio-Control's prior written consent.
- b) This Technical Service Support Agreement, and any related obligation of other party, may not be assigned in whole or in part without the prior written consent of the other party.
- c) The rights and obligations of Physio-Control and Customer under this Technical Service Support Agreement shall be governed by the laws of the State in which the service is provided. All costs and expenses incurred by the prevailing party related to the enforcement of its rights under this document, including

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reasonable attorney's fees, shall be reimbursed by the other party.

PHYSIO-CONTROL CORP.  
TECHNICAL SERVICE SUPPORT AGREEMENT  
SCHEDULE A

Contract Number:  
Servicing Rep: GARY PAYNE, EALL59  
District: GREAT LAKES  
Phone: 800-442-1142 X2397  
FAX: 800-772-3340

Equipment Location: DELAWARE CO SHERIFF OFFICE, 12669801  
844 US 42 North  
Delaware, Ohio 43015

Scope of Service: AED 1 on site inspection per year with 1 lithium battery

Model	Part Number	Serial	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK®1000	320371500021	36546775	18	2/1/2011	1/31/2013	2
LIFEPAK®1000	320371500021	36546776	19	2/1/2011	1/31/2013	2
LIFEPAK®1000	320371500021	36546777	20	2/1/2011	1/31/2013	2
LIFEPAK® 500	3005400-009	8528024	1	2/1/2011	1/31/2012	1
LIFEPAK® 500	3005400-009	8528022	2	2/1/2011	1/31/2012	1
LIFEPAK® 500	3005400-009	8528021	3	2/1/2011	1/31/2012	1
LIFEPAK® 500	3005400-009	8528020	4	2/1/2011	1/31/2012	1
LIFEPAK® 500	3005400-009	8528018	5	2/1/2011	1/31/2012	1
LIFEPAK® 500	3005400-009	8528017	6	2/1/2011	1/31/2012	1
LIFEPAK® 500	3005400-009	8528015	7	2/1/2011	1/31/2012	1
LIFEPAK® 500	3005400-009	8528014	8	2/1/2011	1/31/2012	1
LIFEPAK® 500	3011790-000113	13999465	9	2/1/2011	1/31/2013	2
LIFEPAK® 500	3011790-000113	13999466	10	2/1/2011	1/31/2013	2
LIFEPAK®500	3011790-000113	13999467	11	2/1/2011	1/31/2013	2
LIFEPAK®500	3011790-000113	13999468	12	2/1/2011	1/31/2013	2
LIFEPAK® 500	3011790-000113	13999469	13	2/1/2011	1/31/2013	2
LIFEPAK®500	3011790-000114	13502536	14	2/1/2011	1/31/2013	2
LIFEPAK® 500	3011790-001129	32285229	15	2/1/2011	1/31/2013	2
LIFEPAK®500	U3011790-001132	13452126	16	2/1/2011	1/31/2013	2
LIFEPAK®500	U3011790-001132	31181964	17	2/1/2011	1/31/2013	2

\* \* Denotes an inventory line that has changed since the last contract revision or addendum.

PHYSIO-CONTROL, INC.  
TECHNICAL SERVICE SUPPORT AGREEMENT  
SCHEDULE B

LIFEPAK® 500 AED) INSPECTION-ONLY WITH BATTERY OPTION

- Inspections are performed Monday thru Friday Sam to 5pm (excluding holidays)
- This plan includes periodic inspections as described on Schedule A. If any repairs are requested by customer that are not otherwise covered by warranty then customer shall pay Physio-Control at its then-current labor rate less 10%. Parts required for such repairs will be at 15% less than the then-current list price for the parts.
- Customer retains the responsibility to perform the battery maintenance and evaluation procedures outlined in the service manual and to replace batteries that do not pass the conditions outlined under "Discarding/Recycling Batteries." Batteries failing to meet battery performance tests should be removed from service and properly discarded (recycled).
- If customer provides evidence that a Physio-Control Battery Pak fails to meet the performance tests noted above and/or the Battery Pak age exceeds 2 years in the case of sealed lead acid batteries and 5 years in the case of lithium ion batteries, Physio-Control shall replace said Physio-Control Battery Pak (like-for-like) i.e. LIFEPAK 500 SLA for LIFEPAK 500 SLA or LIFEPAK 500 lithium ion for LIFEPAK 500 lithium ion, up to a maximum of 2 LIFEPAK 500 SLA Battery Pairs every two years or up to a maximum of 1 LIFEPAK 500 lithium ion Battery Pak every 5 years (including prior Support Plan periods) per LIFEPAK® 500

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automatic advisory defibrillator (listed on Schedule A). To assist in proper recycling and removal of low capacity batteries, replaced Battery Paks become the property of Physio-Control and must be returned at the time of exchange.

- Only batteries manufactured by Physio-Control are covered under this Service Agreement. Any batteries manufactured by other sources are expressly excluded from coverage under this Service Agreement. Physio-Control cannot guarantee the operation, safety and/or performance of our product when operating with a non-Physio-Control battery. Repairs and inspections performed under this Agreement meet original equipment manufacturer's product specifications only when operating with a Physio-Control battery. Any repairs, as determined by a Physio-Control Service Representative, resulting from the use of a non-Physio-Control battery, will be billed at our standard list prices for parts and labor, including actual travel charges incurred.

At the time of inspection, a Physio-Control Technical Service Representative will install the latest version of software available at the time of service. Software updates requested to be installed at a time other than the regularly scheduled time of inspection will be billed at \$205 per unit per software update. The cost of the software update will be billed on a separate invoice.

**LIFEPAK® 1000 AED INSPECTION-ONLY WITH BATTERY OPTION**

- Inspections are performed Monday thru Friday 8am to 5pm (excluding holidays)

- This plan includes periodic inspections as described on Schedule A. If any repairs are requested by customer that are not otherwise covered by warranty then customer shall pay Physio-Control at its then current labor rate less 10%. Parts required for such repairs will be at 15% less than the then current list price for the parts.

- Customer retains the responsibility to perform the battery maintenance and evaluation procedures outlined in the service manual and to replace batteries that do not pass the conditions outlined under "Discarding/Recycling Batteries." Batteries failing to meet battery performance tests should be removed from service and properly discarded (recycled).

- If customer provides evidence that a Physio-Control Battery Pak fails to meet the performance tests noted above and/or the Battery Pak age exceeds 2 years in the case of sealed lead acid batteries and 5 years in the case of lithium ion batteries, Physio-Control shall replace said Physio-Control Battery Pak (like for like) i.e. FASTPAK for FASTPAK, FASTPAK2 for FASTPAK2, LIFEPAK SLA for LIFEPAK SLA, or LIFEPAK NiCd for LIFEPAK NiCd, up to a maximum of 2 Physio-Control SLA Battery Paks every two years or up to a maximum of 1 Physio-Control lithium ion Battery Pak every 5 years (including prior Support Plan periods) per LIFEPAK® 1000 automatic advisory defibrillator (listed on Schedule A). To assist in proper recycling and removal of low capacity batteries, replaced Battery Paks become the property of Physio-Control and must be returned at the time of exchange.

- At the time of inspection, a Physio-Control Technical Service Representative will install the latest version of software available at the time of service. Software updates requested to be installed at a time other than the regularly scheduled time of inspection will be billed at \$205 per unit per software update. The cost of the software update will be billed on a separate invoice.

**EXHIBIT 1**

**DEFINITION:**

Term, The word "term" as used in this Agreement shall mean 2/1/2011 through 1/31/2013.

**INDEPENDENT CONTRACTOR:**

The parties agree that Physio shall be an independent contractor and no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement. As an independent contractor Physio and/or its officers, officials, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Delaware County Sheriff ("Sheriff"), the Delaware County Board of County Commissioners ("Board"), and Delaware County.

**INDEMNIFICATION:**

To the fullest extent of the law and without limitation, the Physio agrees to indemnify and hold free and harmless the Sheriff, the Board, Delaware County, and all of their respective boards, officers, officials, employees, volunteers, agents, servants and representative (collectively Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, or death resulting solely from Physio's, any subcontractor's or any sub-subcontractor's performance of this Agreement, including, but not limited to the performance or actions of Physio's, any subcontractor's or any sub-subcontractor's officers, officials, boards, employees, agents, servants, volunteers, or representatives (collectively "Contracted Parties"). Physio agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that Physio shall, at its own expense, promptly retain

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defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. Physio further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that Physio shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including but not limited to attorney fees.

Physio shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Sheriff, the Board, and Delaware County from any harm, damage, destruction, injury, or loss 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 from any negligent or willful acts or omissions of the Contracted Parties.

**NON-DISCRIMINATION / EQUAL OPPORTUNITY:**

Physio 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.

Physio 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.

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

**DRUG FREE WORKPLACE:**

Physio 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. Physio shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or abuse prescription drugs in any way.

**FINDING FOR RECOVERY:**

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

**CAMPAIGN FINANCE-COMPLIANCE WITH ORC §3517.13:**

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

**DMA FORM STATEMENT:**

Physio 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, Physio agrees to make such certification by completing the declaration of material assistance/no 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.

**NOTICES:**

All notices which may be required by this Contract 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 address and shall be effective on the date received:

Physio:  
Contracts Department  
11811 Willows Road NE



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Redmond, WA 98052  
Fax #: (800) 772-3340

Customer:

Captain Scott Vance  
Delaware County Sheriffs Office  
844 US 42 North  
Delaware, Ohio 43015  
Fax (740) 833-2799

**SEVERABILITY:**

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

**SIGNATURES:**

Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign the Agreement or has been duly authorized by his/her principal to execute the Agreement on such principal's behalf

**ENTIRE AGREEMENT:**

This Agreement (and its Attachments) shall constitute the entire understanding and agreement between the Customer and Physio, 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.

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

**RESOLUTION NO. 11-156 WAS NOT UTILIZED**

**RESOLUTION NO. 11-157**

**IN THE MATTER OF APPROVING A SERVICE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY SHERIFF'S OFFICE AND STANLEY SECURITY SOLUTIONS FOR MAINTENANCE REPAIR SERVICES TO THE SECURITY ELECTRONICS SYSTEM AT THE DELAWARE COUNTY JAIL:**

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

Whereas, the Sheriff's Office Staff recommends approval of the service agreement between The Delaware County Board Of Commissioners; The Delaware County Sheriff's Office And Stanley Security Solutions for maintenance repair services to the security electronics system at The Delaware County Jail;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the service agreement between The Delaware County Board Of Commissioners; The Delaware County Sheriff's Office And Stanley Security Solutions for maintenance repair services to the security electronics system at The Delaware County Jail.

**Agreement #: 98059v3  
Stanley Convergent Security Solutions, Inc.**

This Agreement is made and entered into this *14th day of February, 2011* between Stanley Convergent Security Solutions, Inc., at 14670 Cumberland Road, Noblesville, IN 46060, hereinafter referred to as 'Stanley' and The Board of County Commissioners of Delaware County, Ohio at 101 N. Sandusky St., Delaware, Ohio 43015 ("Board") and Sheriff Walter L. Davis, Ill, Delaware County Sheriff at 149 N. Sandusky St., Delaware, Ohio 43015 ("Sheriff").

**System and Service**

Stanley agrees to furnish labor for maintenance repair services for the systems listed in the section titled Scope of Security Electronics System", during the term of this Agreement, at the premises of the Customer located at:

Delaware Co, OH Jail  
844 US 42 North  
Delaware, OH 43015  
Phone: 740-833-2844  
Fax: 740-833-2839  
Attn: Joe Lynch [JLynch@co.delaware.oh.us]

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**Terms of Renewal and Expiration**

This Agreement is effective as of the execution date of this Agreement and shall have an initial term of twelve (12) months from the first day of the first full month after a signed agreement is received and thereafter shall be automatically renewed for consecutive terms of one (1) year, unless either party gives written notice at least sixty (60) days prior to the end of such term, to the other of intent to allow the Agreement to expire as of the end of the then-current term.

**Payment and Scope (prices do not include any applicable state and local sales or use tax):**

A. Payment: Customer agrees to pay Stanley:

\$ 1,314.00 for services per month, as described in the Schedule of Service,

payable \_\_\_ monthly, X quarterly, or \_\_\_ annually,

in advance commencing from the first (1st) day of the month following the date the signed agreement or on this specified date: 01/01/ 2011. Stanley may at any time following the expiration of a twenty-four (24) month term of this Agreement, increase the monthly charge shown above, once a term. If Stanley increases the basic monthly charge in any term by an amount greater than nine (9) percent, customer may terminate the Agreement upon written notice to Stanley within fifteen (15) days of notification of such increase.

B. Payment Terms: All payments are net thirty (30) days from receipt of invoice.

**Schedule of Service:**

Our Price of \$1,314.00/Month Provides:  
(Monday thru Friday, 8am to 4pm)

**Priority Response Plan:**

Phone response within 4 business hours. Stanley will make its best effort to respond on-site within 24 business hours for critical system failures during regular business hours. Critical failures shall be defined as catastrophic failure of the system rendering the system unusable  
(Examples of a catastrophic failure would be the failure of a non-redundant Central Control Station PC or a PLC processor failure).

Semi-annual inspections and system calibration (t)

Free telephone consultation, during business hours

Total Diagnosis of system problems and guaranteed repair

(t)Note: There will be an added cost per month for service during after hours or holiday hours

**Scope of Security Electronics System:**

For the purpose of this agreement, the security system is defined to cover the following systems:

- Touchscreen control System  
Including PC(s), Touchscreen monitor(s) and microphone.
- Door control System  
Allen-Bradley programmable logic controller equipment.  
Door control electrical components including door control equipment racks, relay boards, power supplies, fuses.
- Intercom System  
Intercom, paging, and visitation system components including intercom headend, intercom field devices, and speakers.
- cctv System  
Including CCTV switcher interface, DVRs, cameras and monitors.
- Video Visitation System  
Including visitation stations, internal components, and headend equipment.
- Duress/Watchtour System  
Including headend equipment and pushbutton(s).
- Security Management System  
Informer security management system computer.
- Software  
Software including PLC, intercom, and Informer software. This is for the maintenance of the current software configuration. This includes maintaining backups.

**Special Provisions:**

- The service agreement does not include the systems in the Second Floor Pod Build-out project. That project's completion is expected to be Fall 2010 with a warranty period thru Fall 2011 (exact dates to be specified by our project manager).

**Not included in our agreement:**

- Coverage on weekends, holidays, before 8:00 am, and/or coverage past 4:00 p.m., EST.
- Additional Service will be charged at a reduced rate of \$140/hr straight time (\$21 0/hr overtime) plus travel and living expenses, in increments of fifteen (15) minutes.
- Hardware.

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- VCRs, We no longer service VCRs.
- Calibration of door position switches or other door adjustments.
- Wiring outside the door control panels or consoles.
- Systems provided by others.
- Lifts or special equipment needed to service equipment mounted in high locations.
- Abnormal abuse of the system.
- Acts of God. (i.e. flood, tornado, lightning, etc.)
- Mechanical parts & labor on door lock system
- Fire Alarm System

**Terms of Service:**

1. Liquidated Damages and Stanley's Limits of Liability

A. It is understood and agreed by the parties hereto that Stanley is providing a system and/or service designed to reduce the risk of loss only; that the payment provided for herein are based only on the value of the system and/or services described herein and are unrelated to the value of any property located on Customer's premises.

B. It Is Agreed That It Is Impractical And Extremely Difficult To Fix Actual Damages Which May Arise In Situations Where There May Be A Failure Of The System And/Or Services Provided, Due To The Uncertain Value Of Customers Property Or The Property Of Others Kept On The Protected Premises Which May Be Lost, Stolen, Destroyed Damaged Or Otherwise Affected By Occurrences Which The System Or Service Is Designed To Detect Or Avert, Inability Of Stanley To Guarantee Police, Fire Department And Medical Alert Response Time, And Establishing A Causal Connection Between The System Or Service Problems And Customers Possible Loss, Therefore If Section 1a Is Judicially Determined To Be Invalid Or Unenforceable And Any Liability Is Judicially Imposed On Stanley, Its Employees, Agents Or Representatives, For Property Damage Or Personal Injury, Such Liability Shall Be Limited To An Amount Equal To The Annual Service Charge, This Sum Shall Be Paid And Received As A Limitation Of Liability Approved And Agreed Upon By The Parties.

Paragraphs A through B of this Section 1 shall apply to any other company or entity which, in addition to Stanly, furnishes as a subcontractor or otherwise any Installation, marketing or maintenance services provided hereunder.

**C. Limited Equipment warranty**

Where Customer purchases a Security system or parts under this agreement. Stanley warrants that the equipment will be free from defects in material and workmanship for a period of ninety, (90) days from the date the security system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction they will be repaired or replaced at Stanley's sole option, free of charge. Warranty repair is done 8am-4 pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs, through no fault of Stanley, while the system is in the possession of the Customer, or because the system has been, adjusted, added to, altered, abused, misused or tampered with by the Customer, operated or used contrary to operating instructions, use of the software with an operating system other than that specified by Stanley or its original equipment manufacturer ("OEM"), Performance issues relating to the use of Customer's data network (s), power fluctuations, or any other cause not withstanding the cause or Control of Stanley. If inspection by Stanley failed to disclose a defect by this limited equipment warranty, the equipment will be repaired or replaced at Customer's expense and Stanley's regular service charges will apply.

Disclaimer Of All Other Warranties: Except For The Foregoing Limited Equipment Warranty Described Above And To The Extent Permitted By Law, Stanley Makes No Other Warranties, Express Or Implied, Including Any Warranty Of Merchantability Or Fitness For A Particular Purpose That The System Or Service Supplied May Not Be Compromised. Or That The System Or Service Will In All Cases Provide The Protection For Which It Is Intended In No Event, Will Stanley, Its Employees, Or Agents Or Representatives Be Responsible For Consequential, Special Or Incidental Damages Of Any Nature Whatsoever Stanley Makes No Warranties Concerning Any Equipment Or Devices Attached To Customer's System Unless Such Equipment Or Devices Were Originally Purchased And Installed Under This Agreement.

**2. Entire Agreement**

It is agreed to and understood by the parties that this Agreement, including the provisions on the attached Schedule of Service and Protection and Schedule of Equipment and Services, constitute the entire Agreement Between the parties and supersedes and replaces all prior understandings or agreements, whether oral or written, Relating to the premises covered by this Agreement. This Agreement may not be changed, modified Or varied except in writing, signed by an authorized representative of Stanley. It is understood and agreed by and between the parties hereto, that the terms and conditions of this agreement shall govern notwithstanding any Additional or inconsistent terms or conditions contained in any purchase order or other documents submitted by Customer, This Agreement shall not become binding on both parties until approved and accepted by both parties as provided below. Customer hereby acknowledges that he/she has read this entire agreement and agrees to be bound by all its terms and conditions.

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**3. Miscellaneous Charges and increase in Charges**

A. The Customer is exempt from all taxes. Upon request the Customer shall provide proof of such exemption.

B. A balance becomes delinquent (30) days after Payment is due under this service agreement. Stanley may also, upon written notice to Customer, stop providing maintenance services if customer is delinquent on any payment. Stanley may charge \$25 for any NSF check.

**4. Further Obligations of Customer**

A. Customer, at its own expense, shall supply appropriate unswitched AC electric power, located according to Stanley's requirements and telephone company interconnection jacks, if required.

B. Customer shall not tamper with, alter, adjust, add to, disturb, remove, interconnect with other equipment or otherwise interfere with equipment installed by Stanley, nor shall Customer permit the same to be done by others. If any work is required to be performed by Stanley, due to Customer's breach of the foregoing obligations, Customer will pay Stanley for such work in accordance with Stanley's then current prevailing charge.

C. For those premises where Stanley is to provide Customer Services Center monitoring, Customer shall furnish Stanley all persons authorized to enter premises of customer during scheduled closing.

D. At the Sheriff's discretion and with the Sheriff's permission, Stanley shall have access to the premises for any reason arising out of or in connection with Stanley's rights or obligations under this Agreement.

E. Should any part of the system be damaged by fire, water, lighting, acts of God, third parties or any cause beyond the control of Stanley, any repairs or replacement shall be paid for by Customer (Ordinary wear and tear in the case of Stanley-owned system).

F. Any Claim by Customer of improper installation or a defect in the system shall be made in writing to Stanley within thirty (30) days of Installation completion).

**5. Termination**

The Agreement may be terminated as follows:

**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. Stanley 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 provision, obligation, 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 without limitation exercise any available administrative, contractual, equitable or legal remedies. Stanley 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.

**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).

**6. Assignment**

This Agreement is not assignable by the Customer except upon written consent of Stanley first being obtained. Stanley shall not have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without consent of the Customer.

**7. Choice of Law**

This agreement is entered into in the State of Ohio and shall be interpreted, enforced and governed under the laws of the State of Ohio without regard to application of conflicts of law principles that would require the application of any other law. Any action regarding this agreement or otherwise brought against Stanley by or on behalf of any Party to this agreement, its agents, assigns, subsidiaries and/or executors shall be maintained in a court in Delaware, Ohio. If the claim could be brought in federal court, the action shall be maintained in

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The United States District Court For The Southern District Of Ohio.

**8. Independent Contractor**

Stanley agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement. Stanley also agrees that, as an independent contractor, Stanley assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance Premium which may accrue as a result of Compensation received by services or deliverables rendered hereunder.

**9. Indemnity And Limitation Of Liability**

Stanley shall Indemnify and hold harmless the Board, the Sheriff, Delaware County, Ohio, and their respective officers, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may Incur as a result of bodily injury, sickness, disease or death, or damage to or destruction of property including the loss of use resulting there from, caused In whole or In part by the negligent act or omission or intentional act of Stanley, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable. Nothing shall be construed to require Stanley to indemnify Board, the Sheriff, Delaware County, Ohio, and their respective officers, agents and employees for the consequences of their own negligence, wrongful acts or omissions. In the event of contributory fault between Stanley and a patty to be indemnified hereunder, Stanley's liability under this Section shall be limited to that portion of the Claim, damage, loss, or expense (including costs and reasonable attorney's fees) arising out of Stanley's negligence. The obligation of Stanley under the indemnification provisions will not extend to claims, damages, losses and expanses or any percentage thereof (including, but not limited to, attorney's fees) in any way attributable to the negligence of a party to be indemnified hereunder or any third party not under the direction and/or control of Stanley.

It is expressly agreed that under no circumstances shall the Board or Stanley be held liable for any incidental, special or consequential damages, including, but not limited to, loss of profits, whether arising under alleged breach of Agreement, negligence, strict liability, or any other legal or equitable theory.

**10. INSURANCE**

Stanley shall carry and maintain throughout the life of the Agreement such bodily Injury and property damage liability Insurance as will protect it and the Board, the Sheriff, Delaware County, Ohio and their respective board members, officers, employees, agents, representatives, servants, and volunteers against any and all claims for personal Injury, including death, or property damage which may arise from the performance of or operations under this Agreement OR from use of vehicles in connection therewith, and shall Include coverage for indemnification as described above. STANLEY SHALL CARRY AND MAINTAIN WORKER'S COMPENSATION INS.

**11. EQUAL OPPORTUNITY EMPLOYMENT**

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

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

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

**12. DRUG FREE WORKPLACE**

Stanley agrees to comply with all applicable state and federal laws repenting drug-free workplace and shall have established and have In place a drug tree workplace policy. Stanley 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.

**13. DMA FORM STATEMENT**

Stanley certifies 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/>. pursuant to R.C. § 2909.33, Stanley agrees to make such certification by completing the declaration of material assistance/no assistance described in R.C. § 2909.93(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.

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14. CAMPAIGN FINANCE -COMPLIANCE WITH ORC § 3517.13

Ohio Revised Code Section 3517.13I(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. Stanley, therefore, is required to complete the attached certificate/affidavit entitled 'Certification/Affidavit in Compliance With O.R.C. Section 3517.13.' Failure to complete and submit the required aforementioned certificate/affidavit with the Agreement will prohibit the Customer from entering, proceeding with, and/or performing the Agreement. Such certification is attached to this Agreement and by this reference made a part thereof.

15. FINDINGS FOR RECOVERY

Stanley certifies that it has no outstanding findings for recovery pending or Issued against It by the State of Ohio.

16. 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:

Customer

Sheriff Walter L. Davis, III  
Delaware County Sheriffs Office  
149 North Sandusky Street  
Delaware, Ohio 43015  
Fax (740) 833-2859

Stanley

Mark Baruzzini  
Sr. Director Convergent Center of Excellence  
14670 Cumberland Rd  
Nobleville, IN 46080  
Fax 317.776.3510

A copy of at legal notice to Stanley shall be sent to:

Stanley Convergent Security Solutions, Inc.  
14670 Cumberland Rd  
Noblesville, IN 46060  
Attention: Legal Department

17. SEVERABILITY

If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be had 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.

18. AMENDMENTS

This Agreement may only be amended in writing with the mutual consent and agreement of the parties.

19. SIGNATURES

Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

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

**RESOLUTION NO. 11-158**

**IN THE MATTER OF APPROVING THE FOURTH QUARTER FINAL REPORT FOR THE PRETRIAL SUPERVISION GRANT FOR ADULT COURT SERVICES:**

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

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Grant #	2009-JG-C01-6270
Source:	Ohio Office of Criminal Justice Services
Grant Period:	January 1, 2010 to December 31, 2010
Federal Grant Amount:	\$ 30,000.00
Local Match:	<u>\$ 10,000.00</u>
Total Grant Amount:	\$ 40,000.00

The Grant funds a pretrial officer that supervises offenders that would otherwise remain in the Delaware County Jail. Offenders may be subject to drug testing, house arrest, GPS, substance abuse treatment as well as employment as a condition of bond.

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

**RESOLUTION NO. 11-159**

**IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE BOARD OF DIRECTORS OF DELAWARE KNOX MARION MORROW JOINT SOLID WASTE MANAGEMENT DISTRICT AND THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO FOR IMPLEMENTATION OF COUNTY RECYCLING AND LITTER PREVENTION OFFICE (CRLPO) SERVICES:**

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

**AGREEMENT FOR IMPLEMENTATION  
CRLPO SERVICES**

This agreement made the 14<sup>th</sup> day of February, 2011, executed in multiple copies, each copy to constitute an original, by and between the Board of Directors of Delaware Knox Marion Morrow Joint Solid Waste Management District (the "District" or "DKMM") with offices at 222 West Center Street, Marion, Ohio 43302-3646, and the Board of Commissioners of Delaware County, Ohio (the "Delaware Board"), with its principal office located at 101 North Sandusky Street, Delaware, Ohio.

WITNESSETH:

WHEREAS, the District was formed in accordance with 3734.52 of the Ohio Revised Code (ORC) as a joint four-county solid waste management district.

WHEREAS, the amended solid waste management plan for the District was approved on August 18, 2006.

WHEREAS, ORC 3734.52 and the approved solid waste management plan, as amended, allow the District to enter into contracts with its member counties within the District for the purpose of providing assistance as outlined in the approved plan, as amended, for the District under the allowable funding guidelines of Section VIII and as detailed programs in Section V of the amended plan.

WHEREAS, Section V of the solid waste management plan for the District provides for assistance to the Counties to assist and encourage the establishment of drop-off centers, source reduction activities, education and awareness in the residential/commercial sector, participation in the district's scrap tire & household hazardous waste collection program, the district's annual appliance & electronics round up, market development, and business/industrial education and awareness.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which is acknowledged herein, the parties hereby agree as follows:

1. Agreement

The District agrees to contract with the Board of County Commissioners the amount of funds as set forth \$62,500.00 for fulfillment of obligations listed in **Exhibit #1** from the amended District Plan. These monies shall be maintained in a separate fund.

2. Term

The term of this agreement shall commence on January 1, 2011 and terminate on the 31<sup>st</sup> day of December 2011.

3. Payments

The District shall disburse the contract funds, subject to availability, per Delaware County as described: 70% January 2011 (\$43,750.00); and 20% September 2011 (\$12,500.00). The remaining 10% (\$6,250.00) will be paid upon acceptance and reconciliation of the final report.

A lien shall be filed, pursuant to a UCC financing statement in accordance with the Agreement, or Addendum there to sign by both the District and the County, against any equipment or machinery purchased with any portion of District funds (Please see **Exhibit #3**.) Said lien shall remain in place indefinitely, when District funds have been

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used.

**4. Allowables**

Administrative Allowance: an allowance of 5% of the awarded grant may be used for administrative support/oversight for the CRLPO.

Personnel: salary and fringe costs for the program manager and/or dedicated staff. These costs are based on a rate of \$18.15 per hour and a 27% allowance for fringe. Full Time programs are figured at 40 hours per week (minimum requirement is 36 hours). Part Time programs are figured at 24 hours per week (minimum requirement 20 hours). Full Time = \$48,000.00 Part Time = \$28, 800.00.

Contracts: costs for any outside services used by the CRLPO to help them meet the Responsibilities outlined in Exhibit #1.

Advertising: costs incurred to provide public notice, through local media, of special events, meetings and /or activities that are relate to the program's Responsibilities as outlined in Exhibit #1.

Equipment: items/materials purchased to enable the program to provide the services needed to meet their Responsibilities as: educational/awareness presentation displays, safety items for litter clean-up activities, recycling collection containers and signage, etc.

Travel/Training: costs for mileage incurred to meet program obligations as: meetings, presentations, events, activities, etc. – including registration and attending costs for in-state conferences and training specifically related to recycling, litter prevention, waste reduction and environmental education programs.

Office Supplies: supplies and equipment used for services provided as: copies, postage, phone, etc.

Awards/Recognition: costs incurred for materials, items, services, etc. that allow the CRLPO to publicly reward/recognize an individual, group, business or institution for their outstanding environmental achievement/contribution to their community.

Other: materials, items, services that are necessary for the program to meet their Responsibilities, but are not identified in the above allowable categories as: membership

**5. Reporting**

The CRLPO agrees to file a copy of their semi-annual and annual program status reports with the District on forms prescribed by the District (see **Exhibit #2**). These reports are due fifteen days following each identified period of the year. The President of the Board of County Commissioners shall sign the program status reports.

**6. Remittance**

The Board of County Commissioners agrees to reimburse the District for any and all funds not utilized for allowable activities at the end of each year. Remittance shall be accomplished by February 15 annually. The District will consider allowing unused funds to be carried over into the next program year upon review and approval of a specific plan for use. The plan must be submitted to the District office by December 1, 2011. The District will remit any unused funds into the Reimbursement account #91724427 for future use by any District program. If the described equipment or machinery set forth in **Exhibit #3** is no longer in service for applicable programs, then the equipment or machinery shall be turned over to the District for use elsewhere or, at the parties' mutual written agreement, shall be sold by sealed bid or auction and the sale money returned to the District for deposit in the Reimbursement account #91724427 for future use by the District.

**7. Termination**

This agreement may be terminated by the District upon the occurrence of either of the following: A) notification from a Board of County Commissioners stating a wish to terminate the contract and return any and all funds awarded and unexpended, or B) improper use of District funds for items other than are listed in Section V of the District Plan. Termination will occur immediately upon notification of the occurrence of the above listed events. Notification of termination will be sent by certified mail to the Board of County Commissioners. Future expenditures of District funds beyond the effective date of termination are prohibited. If this Agreement is terminated, then the District may, but is not required to, designate another agency within the District to provide CRLP services to the appropriate County. Additionally, this Agreement may be terminated upon mutual written consent of both parties.

**8. Resolving Disputes**

The parties agree that if any dispute or other issue arises between the District's staff and the staff of a CRLPO, that it shall first be attempted to be resolved by the District Director and the CRLPO's Program Manager. If they are unable to reach a mutually satisfactory resolution to the dispute, then this issue shall be referred to the Board of Directors for final resolution.

**9. Entire Agreement**



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This agreement shall constitute the entire agreement between the parties, and any prior understanding or representations of any kind related to the subject matter of this Agreement preceding the date of this Agreement shall not be binding upon any party, except to the extent incorporated in this Agreement.

**Exhibit #1**

**Responsibilities of County Recycling and Litter Prevention Offices**

The following are the responsibilities of the County Recycling and Litter Prevention Offices (CRLPO) as outlined in the current Solid Waste Management Plan and agreed upon in the 2011 Agreement for Implementation.

**MANAGEMENT SERVICES FOR DROP-OFFS**

- ? Locate acceptable sites based on the access program.
- ? Identify local individuals, organizations or agencies willing to assist the District in monitoring sites and/or conducting awareness activities.
- ? Train the interested parties on their responsibilities/commitments.
- ? Secure contracts with the interested parties and manage their activities.
- ? Identify service needs to the District's contracted service provider and notify the District.
- ? Inspect and maintain each site. Utilize group checklist Exhibit #4, when appropriate.

**HOUSEHOLD HAZARDOUS WASTE PROGRAMS (HHW COLLECTION DAYS & HHW EDUCATION)**

- ? Provide volunteers for the collection programs.
- ? Assist with managing traffic.
- ? Collect survey data and other District requirements at the event.
- ? Assist District in developing an advertising plan.
- ? Conduct presentations to civic groups and schools about HHW.

**APPLIANCE ROUND-UP PROGRAM**

- ? Provide assistance in identifying and selecting appropriate private sector businesses.
- ? Assist the District in developing an advertising plan to promote year-round recycling options.

**RESIDENTIAL SECTOR EDUCATION AND AWARENESS PROGRAM**

- ? Evaluate/update current **Where to Recycle** Brochure. Identify how these have been distributed and numbers distributed. Define target audience and assess impact and need for change.
- ? Assist the District in developing an advertising campaign for recycling, waste reduction and yard waste management including newspaper, billboards, radio, TV, cable and other general media methods (must use two media). Advertising copies to be submitted with Program Reports
- ? Conduct presentations/programs for elementary, secondary, college/university students and teachers.
- ? Conduct community presentations on recycling and waste reduction.
- ? Provide articles for District newsletter and Annual District Report.

**COMMERCIAL/INSTITUTIONAL SECTOR TECHNICAL ASSISTANCE**

- ? Assist the District in evaluating/updating A Guide for Waste Disposal and Recycling for Business. Assess the need for changes.
- ? Identify the target audience and determine best method to distribute this guide to businesses.
- ? Assist the District in identifying opportunities for facility waste audits at businesses, industries, schools and government institutions and assist in conducting the audits.

**ANNUAL DISTRICT SURVEYS**

- ? Assist the District in conducting an annual survey of businesses/industry. The CRLPO's will assist the District, and the identified consultant, in collecting and preparing data for the required five year plan.

**ANNUAL COMMERCIAL/INDUSTRIAL SECTOR RECOGNITION PROGRAM**

- ? Assist with the creation, development, promotion and managing the recognition program.

**ADDITIONAL RESPONSIBILITIES:**

- ? CRLPO's will develop and maintain a website that provides program information and a calendar of events for the year. The CRLPO will work with the District to upgrade and link their website to other appropriate agencies and programs.

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- ? The CRLPO will maintain a phone log that identifies public and/or business inquires related to program service as: acceptable materials, collection schedules, additional service needs, requests for presentations, etc. These logs are to be included as part of the program’s reporting responsibilities.
- ? Where applicable, CRLPO’s will make contact with local colleges, universities, and technical schools to identify and promote program partnership opportunities.
- ? The CRLPO should be proactive in identifying presentation opportunities that promote local program initiatives and achievements. To that end, the program shall work with the District to develop a power-point presentation for such use.
- ? Each local program will work with the District to develop an Advisory Council, consisting of various community representatives, that will help strengthen and broaden the program’s community support. Target date for establishing the Council is April 1, 2011.

(sample)

Exhibit #2

Report of DKMM District Funds Spent - 2011

REPORTS due: July 15 \_\_\_\_, 2011      January 15 \_\_\_\_, 2012

CRLPO: \_\_\_\_\_

DATE OF REPORT: \_\_\_\_\_

AMOUNT OF FUNDS RECEIVED: \$ \_\_\_\_\_

APPROVED CARRYOVER BALANCE (2009) \$ \_\_\_\_\_

**TOTAL FUNDS AVAILABLE** \$ \_\_\_\_\_

EXPENDITURES:

Salaries	\$ _____
Fringe Benefits	\$ _____
Contracts	\$ _____
Advertising	\$ _____
Equipment	\$ _____
Travel	\$ _____
Supplies	\$ _____
Awards/Recognition	\$ _____
Other (Explain)	\$ _____

\*A detailed explanation for expenditures shall be provided on the back of this page for each line item used.

**TOTAL EXPENDED** \$ \_\_\_\_\_

**FUND BALANCE** \$ \_\_\_\_\_

(sample)

Exhibit #3

Machinery and Equipment Purchases with District Funds

Equipment no longer in use:

List Items:	Original Purchase Price
1. _____	_____

(sample)

Exhibit #4

DKMM Drop-off Site/Group Activity Checklist

Site Location: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Next Scheduled Pull Date: \_\_\_\_\_

Weather Conditions:      \_\_\_ Clear      \_\_\_ Cloudy      \_\_\_ Windy      \_\_\_ Rain/Snow

Other: \_\_\_\_\_

Site Conditions:      \_\_\_ Clean      \_\_\_ Litter      \_\_\_ Large Items Dumped

Additional Comments: \_\_\_\_\_

Roll-Off Status: Fiber      \_\_\_ 1/4 \_\_\_ 1/2      \_\_\_ 3/4 \_\_\_ Full

Containers (Plastic/Alum/Steel)      \_\_\_ 1/4 \_\_\_ 1/2 \_\_\_ 3/4 \_\_\_ Full

Inspection/Activity conducted by: \_\_\_\_\_ Phone \_\_\_\_\_

Local CRLPO contact: \_\_\_\_\_

Contact :      \_\_\_ Service Provider (Hauler)      \_\_\_ DKMM Office

Recommended inspection schedule:      Full Time Sites = 2X per site schedule period  
Part Time Sites= 1X per site schedule period

Awareness/Survey Activity: fill out appropriate info above: date/time/weather

Number of group participants: \_\_\_\_\_

Number of user contacts (material handouts): \_\_\_\_\_ Number of surveys conducted: \_\_\_\_\_

CRLPO action needed: \_\_\_\_\_ yes      \_\_\_ no

Comments: \_\_\_\_\_

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

RESOLUTION NO. 11-160

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Environmental Services recommends hiring Stephen Rossette as an Operator with the Water Reclamation Department; effective date February 22, 2011;

Therefore Be It Resolved, that the Board of County Commissioners approve hiring Stephen Rossette as an Operator with the Water Reclamation Department; effective date February 22, 2011.

The Director Emergency Medical Services recommends accepting the resignation of part-time paramedic Brian Horton; effective January 31, 2011;

Therefore Be It Resolved, that the Board of County Commissioners approve the resignation of part-time paramedic Brian Horton; effective January 31, 2011.

The Director of The Child Support Enforcement Agency recommends hiring James Fetherolf as a Case Manager with the CSEA Department; effective date February 28, 2011;

Therefore Be It Resolved, that the Board of County Commissioners approve hiring James Fetherolf as a Case Manager with the CSEA Department; effective date February 28, 2011.

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

**RESOLUTION NO. 11-161**

**RESOLUTION TO DESIGNATE THE OFFICIAL REPRESENTATIVE AND ALTERNATE FOR THE PURPOSE OF VOTING AT THE ANNUAL MEETING OF THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO 2011:**

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

WHEREAS, Article IV, Section 6, of the Code of Regulations of the County Commissioners' Association of Ohio requires each member county to, for the purpose of voting at any annual or special meeting of the Association, designate an Official Representative and Alternate; and

WHEREAS, the designation of the Official Representative and Alternate for a county organized under the statutory form of county government shall be by resolution of the board of county commissioners; and

WHEREAS, in designating the Official Representative and Alternate only a member of the board of county commissioners is eligible to be designated as the Official Representative and Alternate;

NOW THEREFORE BE IT RESOLVED that Dennis Stapleton, President of the Board of Delaware County Commissioners, is designated as the Official Voting Representative of Delaware County.

BE IT FURTHER RESOLVED that Ken O'Brien, Vice President of the Board of Delaware County Commissioners, is designated as the Alternate Voting Representative of Delaware County.

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

**COMMISSIONERS' COMMITTEES REPORTS**

**Commissioner Thompson**  
-Talking With The Sheriff About A Possible Program For Dropping Of Prescription Drugs  
-Receiving Calls About Concerns At The Shooting-Range In Scioto Township-County Commissioners Have No Jurisdiction

**Commissioner O'Brien**  
-Attend And Participated In The EMA Meeting; Approved Guidelines And Talked About Grants

**Commissioner Stapleton**  
-Looking Forward To Friday The 18<sup>th</sup> , Will Be Attend A CCAO Meeting And The Governor Will Have A Presentation  
-Receiving Calls About The Law Enforcement Contract Between The Sheriff And Orange Township (Would Like To Review Contracts Concerning Law Enforcement)

**RESOLUTION NO. 11-162**

**10:00AM - IN THE MATTER OF PUBLIC HEARING # 1 FOR DELAWARE COUNTY'S FY 2011**

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COMMUNITY DEVELOPMENT BLOCK GRANTS:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to open the hearing.

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

RESOLUTION NO. 11-163

IN THE MATTER OF CLOSING THE PUBLIC HEARING # 1 FOR DELAWARE COUNTY’S FY 2011  
COMMUNITY DEVELOPMENT BLOCK GRANTS:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to close the hearing.

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

RESOLUTION NO. 11-164

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

It was moved by Mr. O’Brien, seconded by Mr. Thompson to adjourn into Executive Session at 10:20AM.

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

RESOLUTION NO. 11-165

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to adjourn out of Executive Session at 12:25AM.

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

RECESS UNTIL 1:30PM

RECONVENE

RESOLUTION NO. 11-166

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; TO CONSIDER THE PURCHASE  
OF PROPERTY FOR PUBLIC PURPOSES :

It was moved by Mr. O’Brien, seconded by Mr. Thompson to adjourn into Executive Session at 1:31PM.

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

RESOLUTION NO. 11-167

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to adjourn out of Executive Session at 2:20PM.

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

There being no further business, the meeting adjourned.

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Dennis Stapleton

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Tommy Thompson

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Jennifer Walraven, Clerk to the Commissioners