

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 22, 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

RESOLUTION NO. 11-177

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 17, 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 17, 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. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 11-178

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0218:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0218 and Purchase Orders as listed below:

<u>Vendor</u>		<u>Description</u>	<u>Account</u>	<u>Amount</u>	
PO' Increase					
Thomas and Company		Legal Services for Workers Comp	61311923-5361	\$	7,000.00
PR Number	Vendor Name	Line Desc	Line Account	Amount	Line Number
R1102430	SUNBURY COMMUNITY LIBRARY	OHIO CHILDRENS TRUST FUND	22811609 - 5301	\$11,000.00	0001
R1102891	EMERGENCY 911	EMS ALERTS	10011303 - 5325	\$9,834.54	0001
R1102932	MARION TECHNICAL COLLEGE	MAINTENANCE COSTS	22311611 - 5348	\$10,000.00	0001
R1102960	RAWDON MYERS INC	TUITION BOOKS FEES	66211903 - 5450	\$20,390.00	0001
R1102960	RAWDON MYERS INC	OECC	66211904 - 5450	\$20,390.00	0002
R1102960	RAWDON MYERS INC	ALUM CREEK	66211906 - 5450	\$13,620.00	0003
R1102960	RAWDON MYERS INC	TARTAN	66211907 - 5450	\$6,850.00	0004
R1102960	RAWDON MYERS INC	SCIOTO RESERVE	66211911 - 5450	\$6,850.00	0005
R1102960	RAWDON MYERS INC	NORTHSTAR			

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

RESOLUTION NO. 11-179

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IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The 911 Communications Department is requesting that Bob Greenlaw and Patrick Brandt attend a NENA Conference in Worthington, Ohio April 11-13, 2011, at the cost of \$100.00 (Fund Number 21411306).

The Department of Job and Family Services Sherry Melvin attend an Ohio Council On Welfare Fraud Training Conference in Newark, Ohio March 24-25, 2011, at the cost of \$99.00 (Fund Number 22411605).

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

RESOLUTION NO. 11-180

IN THE MATTER OF APPROVING THE BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR THE MENTAL HEALTH DOCKET:

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

Grant #	2010-JG-C01-6596
Source:	Ohio Office of Criminal Justice Services
Grant Period:	January 1, 2011 to December 31, 2011
Federal Grant Amount:	\$ 30,000.00
Local Match:	<u>\$ 10,000.00*</u> Split \$5,000 from Commissioners \$5,000 from Del. Municipal Ct.
Total Grant Amount:	\$ 40,000.00

The Grant is a unique collaboration between Delaware Common Pleas and Municipal Court to initiate a mental health court docket. The courts will share a probation officer, and docket coordinator. The dockets primary purpose is to reduce the amount of time offenders with significant mental health issues spend in jail. The mental health docket will not only reduce the use of the Delaware County Jail, it will reduce the impact on many social service agencies in the county.

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

RESOLUTION NO. 11-181

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND WINDSTREAM COMMUNICATIONS TO GEO-DIVERSIFY THE EXISTING SINGLE SITE PATRIOT E911 SYSTEM TO INCLUDE THE 911 COMMUNICATIONS BACK UP CENTER IN ORANGE TOWNSHIP:

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

Whereas, the 911 Communications Director recommends approval of a contract between The Delaware County Commissioners and Windstream Communications For The 911 Communications Back Up Center In Orange Township;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract between The Delaware County Commissioners And Windstream Communications For The 911 Communications Back Up Center In Orange Township.

(A copy of the agreement is available in the Commissioners Office until no longer of administrative value).

STATEMENT OF WORK
WINDSTREAM COMMUNICATIONS

Customer Name: DELCOMM	Work Location Pilot Tel #: 740-368-1911
Work (Site) Address: 10 Court Street	Customer Contact Name: Robert Greenlaw, Director
City: Delaware	Telephone Number: 740-833-2167
State: Ohio	Customer Desired Due Date: ASAP
Zip: 43015	Related Quote #:
Sales Person: Stacy Roberts	Sales Engineer: Lynnette Baughman
Telephone Number: 330-650-8308	Telephone Number: 330-650-8311
Sales Director: Christopher Guinta	
Telephone Number: 330-650-8339	Contractor – Name of Firm: NA

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Sales VP: David Klotz	Contact Name/Title:
	Telephone Number:
Local Network/Telephone Operating Company: Frontier Communications.	

Overview Description of What is to Be Accomplished:	
<p>This proposed project is to geo-diversify the existing single site Patriot E911 system, and add two additional CommandPost units, for a total of six CommandPost units installed at the remote site.</p> <p>Windstream is responsible to move one (1) PTS server and one (1) PCS server to the geo-diverse location (Side B) at Orange Township Fire Headquarters building, 7700 Gooding Blvd, Delaware, OH. No workstations will be located at Side B; however 6 Command Posts with docking stations will be placed in the designated 911 room in the lower level of the building in a work area supplied by DELCOMM.</p> <p>Frontier will be responsible to install six (6) CAMA trunks and one (1) ALI Link at Side B along with six (6) Administrative lines, terminating the network in the existing equipment room.</p> <p>Delaware County will provide the WAN connectivity back to the Patriot system located at 10 Court Street, Delaware, OH, with a minimum of 12.5Mb of available bandwidth.</p> <p>Windstream will:</p> <ul style="list-style-type: none">? Install a new rack in the existing equipment room at Side B. This installation will include the grounding of the new equipment rack.? Install a new NetClock in the rack.? Install two (2) FXS Gateways and one (1) FXO Gateway in the rack to accommodate the network terminations.? Install two Cisco switches in the rack. Switch to be configured by on site PCML FE.? Install one Cisco PoE switch in the rack. Switch to be configured by on site PCML FE.? Cross connect the new network to the Patriot equipment.? Provide two (2) SIP telephones for Side B.? Coordinate the move of the necessary equipment to the backup site in as short of a time as necessary to minimize any possible down time. During the conversion process our technician working at the remote site will need to be in close contact with DELCOMM 911 Center to coordinate the conversion.? Connect new Command Post to docking station and ensure network connectivity.<ul style="list-style-type: none">? Command Post comes preloaded with Windows XP, Sentinel application, and IRR.? Allow printer sharing in Windows setup. Load network drivers if needed.? Test and verify answering position performance.? Install remaining Command Post positions at this PSAP location.? Test functionality of all equipment at Side B. <p>Labor:</p> <p>Quote includes 60 hours labor for installation.</p>	
Equipment, Software, Training and All other Requirements & Assumptions as Understood by Windstream.	
<p>Requirements & Assumptions:</p> <p>Windstream is not responsible for the delivery of the WAN network. DELCOMM will provide a fully non-blocking network between the two locations which, at a minimum, will provide 12.5Mb of bandwidth between 10 Court Street and 7700 Gooding Blvd, Delaware OH.</p> <p>Windstream is not responsible for any auxiliary items not supplied under this agreement (i.e., recording equipment, radios, UPS).</p> <p>Windstream is not responsible for the delivery of the CAMA trunks, ALI links, or Administrative lines.</p> <p>Windstream installation dates are subject to PCML Field Engineering schedules and delivery of the Frontier network.</p>	
Description of Deliverables –Windstream:	
1	Geo-diversify the Patriot system now installed at the primary PSAP at 10 Court Street, Delaware, OH.
2	Install and test all necessary equipment at the backup site as described in the contract.

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3	Provide maintenance/warranty on the equipment purchased under this agreement for a period of 12 months.
4	Provide extended warranty on equipment purchased under this agreement only for 36 month period.
5	Work with PCML to schedule Field Engineer on site.
6	Assist Delaware County in ordering required networking at the backup site.
Description of Deliverables - Customer:	
1	Provide a Broadband link to the firewall for the equipment at the backup site. This link can be either DSL/Cable or a propagatable IP address from an existing connection.
2	Install a minimum of two (2) CAT6 wiring runs from the patch panel in the equipment room to each of the docking stations. All Ethernet connections are to be terminated into RJ45 jacks at the docking port locations with the cables marked and routed to the equipment rack. If analog recording is required, two (2) CAT6 wire runs to each docking station are required.
3	Provide factory made patch cords to connect the docking stations to the ports in the patch panel in the new equipment rack, if these are not provided by PCML.
4	Provide UPS and generator power for all equipment installed at the backup site.
5	Provide redundant 20 Amp/120 Volt UPS power feeds to the new rack at the back up site. This requirement ensures that no single power feed will interrupt service to more than 50% of the elements in the rack.
6	Provide a single point ground and separate bus bar for grounding purposes.
7	Provide antenna mount and install the necessary antenna equipment for the NetClock, and provide a cable connection to new equipment rack.

Miscellaneous Notes:
Estimated completion interval is sixteen (16) weeks from date of signed contract, predicated upon the delivery of the Frontier network and PCML Field Engineer can be scheduled to meet the timeframe.

Customer Parts List

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Quantity	Part Number	Description
Side A		
		Sentinel Patriot System
		<i>Patriot Phones/Voice Mail Option</i>
2	873010-00101	Patriot Admin Phone License
2	04000-12651	Polycom 650 SIP Phones
1	04000-01051	Switch 24-Port 2960
1	04000-02969	Support 2960 24-Port Tier 2, 3 Year
		Sentinel CommandPOST System
		<i>Sentinel Patriot CommandPOST</i>
		<i>Note: Equipment for (4) existing CommandPost that shipped on order #103072.</i>
4	04401-00092	Battery 12-Cell Ult-Cap
4	04000-00489	CommandPost Advanced Docking Station
4	63002-192808	Monitor, 19"
4	64020-10012	USB Keyboard XW4300
4	64011-10019	USB Mouse XW4300
Side B		
		Sentinel Patriot System
		<i>Sentinel Patriot</i>
		<i>Note: Quote is to make an existing single backroom Patriot system into a geo-diverse system</i>
1	809800-35061	Patriot System Configuration
		Server Equipment
		<i>Windstream will be responsible to move (1) PTS server</i>
		Workstation Equipment
		<i>No workstations will be located at Side B.</i>

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Quantity	Part Number	Description
		<i>Patriot Phones/Voice Mail Option</i>
2	873010-00101	Patriot Admin Phone License
2	04000-12651	Polycom 650 SIP Phones
1	04000-01051	Switch, 24-Port 2960
1	04000-02969	Support, 2960 24-Port Tier 2, 3 Year
		<i>Peripherals & Gateways</i>
1	04000-31500	Patriot/CM Alarm Panel
1	863014-00101	Patriot Peripheral
1	850830-03011	Modem Package 56K Ext.
2	04000-01051	Switch, 24-Port 2960
2	04000-02969	Support, 2960 24-Port Tier 2, 3 Year
2	2213939-1-SR1	Patriot FXS Gateway, 8 Port
1	2213937-1-SR1	Patriot FXO Gateway, 8 Port
1	04000-04108	Security Firewall 410 AP
1	04000-41013	Secure Support 410, 3 Year
1	809800-00201	VPN Configuration Service
1	809800-00200	Configure Network Device
1	04000-01751	TS-4 Port Terminal Server
1	65000-00182	Cable 4FT RJ45-10P T0 DB25M
		<i>Peripherals & Equipment Racks</i>
1	06500-55053	Equipment Rack 19 Inch
1	04000-002B2	KVM 2-Port Switch
1	04000-00612	Cable, KVM PS/2 Console
2	04000-60614	Cable, KVM PS/2 PC
1	04000-RMM19	Bracket, 19 Inch Rack Mounting/Arbitrator
		<i>Time Synchronization Equipment</i>
1	04000-09383	Netclock GPS Master 9383
1	04000-08225	GPS Antenna, Outdoor
1	04000-08226	GPS Antenna Surge Protector
1	04000-20600	Grounding Kit for 8226
1	04000-07150	Cable, GPS Antenna, 150FT
		Sentinel CommandPOST System
		<i>Sentinel Patriot CommandPOST</i>
2	873099-00303.0	Patriot 3.0 Per Seat License
2	809800-35003	Patriot 3.0 Software Support, 3 Year
2	61050-J204801X	Sentinel CommandPost Notebook 8540P
2	04401-00093	Battery, Extended Life, Laptop
2	64021-10025	Keyboard/Mouse Bundle
2	04000-00488	Advanced Docking Station
2	63002-192808	Monitor, 19IN w/Speakers, Black NEC
2	853004-00201	Sentinel Patriot CommandPost Hardware Kit
2	809800-35058	Sentinel Integrated Workstation Config
2	809800-35060	Sentinel Staging Fee

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Quantity	Part Number	Description
		Sentinel Patriot Stats
2	873099-01001	Patriot Stats Data Collection License
2	809800-35038	Patriot State Software Support, 3 Year
		Sentinel Monitor
2	873099-00801	Sentinel Agent Monitor License
		Managed Services
		Monitoring & Response Activation Fee
		Activation was included with Side A order so #103072.
		Monitoring & Response License Fees
		Note: For (3) gateways
3	871499-01205	Monitor&Response License, IP Development
		Monitoring & Response Support Fees
3	809800-14123	Monitor & Response IP Development Support, 3 Year
		PlantCML Services
		Field Engineering Services
96	809800-17101	Field Engineering - Primary
80	809800-51004	Project Management - Secondary
		Workstation Extended Warranty
2	04000-07862	CommandPost Warranty, 3 Year
		Note: Warranty 3 yrs 9x5 NBD

ADDENDUM - 20090657162

Description

1. Delaware County opts to geo-diversify the Patriot E911 system installed under contract 20090657162. Additional equipment and services equaling \$117,173.00 to accomplish this goal are added to the original contract. Includes three year extended manufacturers warranty and on-site maintenance for additional equipment under original three year term.
2. Customer is responsible to provide the Wide Area Network required for geo-diversity.
3. Frontier to provide the CAMA trunks, ALI link, and Administrative lines at the backup site.
4. Timeline for installation will be approximately 16 weeks from executed contract, but is dependent upon the delivery of usable Network and availability of PCML Field Engineering support for cutover.

Company Name: Delaware County Emergency ServicesContract No.: 20090657162

Contact Number: (740) 833-2167Date: 09/10/10

1. CPE Business Connect Bundle: _____
2. TAMCO Financing: _____
3. Business Protect: Maintenance, Monitoring & Service Plans: 36 months maintenance and monitoring
4. Customer Premise Equipment (CPE): PlantCML 36 Months

Manufacturer / Description / Part No. of Equipment Purchased	Quantity	Unit Price	E-Rate Eligible Price	Not E-Rate Eligible Price	Total Price
E911 GeoDiversity Equipment and Services -See Attached Equipment Listing for material breakdown				\$117,173	\$117,173
Installation Labor, and 36 Months Warranty/Maintenance included in pricing					
		Total	\$0.00	\$117,173	\$117,173

5. Installation

Description of Service/Labor	Labor Hours	Hourly Rate	E-Rate Eligible Charges	Not E-Rate Eligible Charges	Total Charges
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Installation Labor included in pricing above					
		Total	\$0.00	\$0.00	\$0.00

Grand Total (Material + Labor)	\$0.00	\$117,173	\$117,173
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* Note: Sales Tax is applicable on all Customer Premise Equipment purchases due to state commerce requirements.

Payment for Customer Premise Equipment:	Amount
	Due Upon Signing Amount: \$23,435
\$117,173	Due on Date Amount: \$82,021 Due Date: Equipment arrival on site
	Due upon Install Amount: \$11,717

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

RESOLUTION NO. 11-182

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CHILD PLACEMENT SERVICES PROVIDER AS LISTED:

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

Whereas, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations, and

Whereas, the Director of Jobs & Family Services recommends approval of the following contract;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract for Child Care Placement providers:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Specialized Alternatives For Families And Youth Of Ohio Inc (SAFY) 10100 Elida Road Delphos, Ohio 45833	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

(A copy of this contract is available in the Commissioners’ Office until no longer of administrative value).

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

RESOLUTION NO. 11-183

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE MORROW COUNTY BOARD OF COMMISSIONERS TO PROVIDE SOLID WASTE CONTAINERS:

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

AGREEMENT TO PROVIDE SOLID WASTE CONTAINERS

ARTICLE 1 – PREAMBLE

This Agreement is entered into this 22nd day of February, 2011, by and between the Delaware County Board of Commissioners (“Delaware”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Morrow County Board of Commissioners (“Morrow”), whose address is 80 North Walnut Street, Suite A, Mount Gilead, Ohio 43338 (hereinafter collectively the “Parties”).

ARTICLE 2 – PURPOSE

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
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The Parties are members of the DKMM Solid Waste District and each participate in the DKMM drop-off recycling program ("Program"). The Parties are individually responsible for providing solid waste drop-off containers ("Containers") as part of the Program. Delaware has a surplus of Containers, and Morrow has a need for additional Containers. The purpose of this Agreement is for Delaware to provide surplus Containers to Morrow for use in the Program.

ARTICLE 3 – EQUIPMENT USE

Delaware shall provide up to eight Containers to Morrow for use in the Program. Morrow shall be responsible for the pickup, transportation, and delivery of the Containers. Delaware shall at all times maintain ownership of the Containers, and Morrow shall have use of the Containers during the time this Agreement remains in effect. Upon expiration or termination of this Agreement, Morrow shall be responsible for the pickup, transportation, and delivery of the Containers for return to Delaware.

While Morrow has custody and control of the Containers, Morrow shall take all reasonable measures to protect the Containers from damage or loss, but Morrow shall not be responsible for normal depreciation through intended use. Morrow shall promptly report to Delaware any damage or loss to the Containers. Upon expiration or termination of this Agreement, Morrow shall return the Containers in a suitable condition for their continued use, unless the Containers shall have reached the end of their expected useful life.

ARTICLE 4 – TERM

This Agreement shall take effect immediately upon ratification by the Parties hereto and shall continue in effect until December 31, 2012, whereupon it shall automatically renew for successive two year terms, unless terminated in accordance with this Agreement.

ARTICLE 5 – CONSIDERATION

The Parties mutually acknowledge and agree that the purpose of this Agreement furthers the interests of the Program, an integral component of solid waste management with the DKMM Solid Waste District. Therefore, the Parties agree that Morrow shall pay Delaware the amount of Five Dollars (\$5.00) per year, payable on or before the first day of April of each year this Agreement is in effect.

ARTICLE 6 – PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS

The Parties agree to be and shall be responsible for their own respective actions, and the actions of their respective officers, employees, agents, representatives, volunteers, servants, etc., arising from this Agreement. Therefore, each Party agrees to be individually and solely responsible for any and all accidents, liability, losses, damage, injury, including death, and/or related expenses that each may incur as a result of their own actions in the performance of this Agreement. Morrow specifically releases Delaware of any liability related to the use of the Containers under this Agreement.

ARTICLE 7 – INSURANCE

Morrow certifies that, for the full term of this Agreement, it shall insure the Containers in an amount sufficient to cover any damage or loss thereto. Morrow shall provide proof of such insurance upon a request made in writing. Except in the case of self-insurance, any such general liability insurance coverage shall be issued by companies authorized to issue such policies within the State of Ohio.

ARTICLE 8 – TERMINATION

Either Party may terminate this Agreement for cause upon the occurrence of breach or default by providing written notice of termination to the other Parties. Termination for cause shall be effective immediately upon provision of the written notice. Either Party may terminate this Agreement for convenience upon providing 90 days written notice of termination to the other Party.

ARTICLE 9 – MISCELLANEOUS

A 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.

B. ENTIRE AGREEMENT

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This Agreement shall constitute the entire understanding and agreement among the Parties, 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. 11-184

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE MARION COUNTY BOARD OF COMMISSIONERS TO PROVIDE SOLID WASTE CONTAINERS:

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

AGREEMENT TO PROVIDE SOLID WASTE CONTAINERS

ARTICLE 1 – PREAMBLE

This Agreement is entered into this 22nd day of February, 2011, by and between the Delaware County Board of Commissioners (“Delaware”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Marion County Board of Commissioners (“Marion”), whose address is 222 West Center Street Marion, Ohio 43302-3646 (hereinafter collectively the “Parties”).

ARTICLE 2 – PURPOSE

The Parties are members of the DKMM Solid Waste District and each participate in the DKMM drop-off recycling program (“Program”). The Parties are individually responsible for providing solid waste drop-off containers (“Containers”) as part of the Program. Delaware has a surplus of Containers, and Marion has a need for additional Containers. The purpose of this Agreement is for Delaware to provide surplus Containers to Marion for use in the Program.

ARTICLE 3 – EQUIPMENT USE

Delaware shall provide up to eight Containers to Marion for use in the Program. Marion shall be responsible for the pickup, transportation, and delivery of the Containers. Delaware shall at all times maintain ownership of the Containers, and Marion shall have use of the Containers during the time this Agreement remains in effect. Upon expiration or termination of this Agreement, Marion shall be responsible for the pickup, transportation, and delivery of the Containers for return to Delaware.

While Marion has custody and control of the Containers, Marion shall take all reasonable measures to protect the Containers from damage or loss, but Marion shall not be responsible for normal depreciation through intended use. Marion shall promptly report to Delaware any damage or loss to the Containers. Upon expiration or termination of this Agreement, Marion shall return the Containers in a suitable condition for their continued use, unless the Containers shall have reached the end of their expected useful life.

ARTICLE 4 – TERM

This Agreement shall take effect immediately upon ratification by the Parties hereto and shall continue in effect until December 31, 2012, whereupon it shall automatically renew for successive two year terms, unless terminated in accordance with this Agreement.

ARTICLE 5 – CONSIDERATION

The Parties mutually acknowledge and agree that the purpose of this Agreement furthers the interests of the Program, an integral component of solid waste management with the DKMM Solid Waste District. Therefore, the Parties agree that Marion shall pay Delaware the amount of Five Dollars (\$5.00) per year, payable on or before the first day of April of each year this Agreement is in effect.

ARTICLE 6 – PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS

The Parties agree to be and shall be responsible for their own respective actions, and the actions of their respective officers, employees, agents, representatives, volunteers, servants, etc., arising from this Agreement. Therefore, each Party agrees to be individually and solely responsible for any and all accidents, liability, losses, damage, injury, including death, and/or related expenses that each may incur as a result of their own actions in the performance of this Agreement. Marion specifically releases Delaware of any liability related to the use of the Containers under this Agreement.

ARTICLE 7 – INSURANCE

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Marion certifies that, for the full term of this Agreement, it shall insure the Containers in an amount sufficient to cover any damage or loss thereto. Marion shall provide proof of such insurance upon a request made in writing. Except in the case of self-insurance, any such general liability insurance coverage shall be issued by companies authorized to issue such policies within the State of Ohio.

ARTICLE 8 – TERMINATION

Either Party may terminate this Agreement for cause upon the occurrence of breach or default by providing written notice of termination to the other Parties. Termination for cause shall be effective immediately upon provision of the written notice. Either Party may terminate this Agreement for convenience upon providing 90 days written notice of termination to the other Party.

ARTICLE 9 – MISCELLANEOUS

A 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.

B. ENTIRE AGREEMENT

This Agreement shall constitute the entire understanding and agreement among the Parties, 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. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien

-Attended And Participated In An EMA Meeting; Personnel Issues
-Attended And Participated In A Central Ohio Youth Center Meeting; Renovations Progressing, Concerns On State's Department Of Youth Services Funding; The Meeting With The Whole Board Is Scheduled For May 19, 2011

Commissioner Thompson

-No Reports

Commissioner Stapleton

-Attended The Recycling Grants Meeting In Mt. Gilead; Reviewed Request
-Attended CCAO Board Meeting With Governor Present;
CCAO Group Expressed Concerns That County Government Is An Extension Of State Government And Acts With/On What Statute Says It Can Keep This In Mind For State Budget, Collective Bargaining Changes, CCAO Has A List Of Suggested Governing Law Changes That Could Save Counties Money; Economic Development; Governor Working Own Version Of Collective Bargaining Bill Not Yet Seen
-MORPC Approved Transportation Funding Announced; Delaware County Projects-Graphics Way Trail Orange Township (Commissioners Sent Letter Of Support)-South Old State Widening-Big Walnut Trail
-Reminder Chadwick Ditch Petition Viewing On Monday February 28th At 1:30PM

County Administrator

-Update On Water Heater Break At Board Of Elections

RESOLUTION NO. 11-185

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; FOR PENDING OR IMMINENT LITIGATION AND 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 10:10AM.

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

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 22, 2011

RESOLUTION NO. 11-186

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 11:15AM.

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

There being no further business, the meeting adjourned.

Ken O'Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners