

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 1, 2011

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

Present:  
Dennis Stapleton, President  
Tommy Thompson, Commissioner

Absent:  
Ken O’Brien, Vice President

RESOLUTION NO. 11-802

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 28, 2011:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on July 28, 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   Absent

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 11-803

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0729:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0729 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Amount	Line
R1105290	BOARD OF DEVELOPMENTAL DISABILITIES	FCFC MANAGER	70161606 - 5301	\$16,000.00	0001

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

RESOLUTION NO. 11-804

IN THE MATTER OF ACCEPTING THE TREASURER’S REPORT FOR THE MONTH OF JUNE 2011:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to accept the Treasurer’s Report for the month of June 2011.

(Copy available for review at the Commissioners’ Office until no longer of administrative value.)

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

RESOLUTION NO. 11-805

IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATES AND SETTING THE BID DATES FOR THE PROJECT KNOWN AS DEL-CR609 SAWMILL PARKWAY SIGNAL PROJECT RE-BID:

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

Whereas the County Engineer has prepared plans, specifications and estimates for the Improvement, and;

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Whereas the County Engineer has estimated the construction cost of the Improvement to be \$289,000.00

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

Section 1: The plans, specifications and estimates for the project known as DEL-CR609 SAWMILL PARKWAY SIGNAL PROJECT RE-BID, are hereby approved, and;

Section 2: The County Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Invitation to Bid:

Public Notice  
Advertisement for Bids

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00am on Aug 23, 2011, at which time they will be publicly opened and read aloud, for the project known as Sawmill Parkway Signal Project-REBID, CR 609.

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR Sawmill Parkway Signal Project-REBID". Bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost, and may be submitted with the Bid Proposal.

Copies of the plans and specifications must be obtained from the Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015. Cost for printed copies of each set of plans & specifications is \$20 and the cost is non-refundable. Plans and specifications may also be downloaded, free of charge, from the Delaware County Engineer's website at [www.co.delaware.oh.us/ebids](http://www.co.delaware.oh.us/ebids). All bidders must register as a plan holder with the Delaware County Engineer's Office in person or through the website.

The Owner requires that all work associated with the project be completed before November 25, 2011. The estimated commencement of work date is September 5, 2011.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4111 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:

August 5, 2011

August 12, 2011

Sawmill Parkway Signal Project – RE-BID  
DEL-CR609

CONSTRUCTION SUBTOTAL	\$263,127
10% CONSTRUCTION CONTINGENCIES	<u>\$ 26,313</u>
TOTAL CONSTRUCTION CONTRACT ESTIMATE	\$289,000

SCOPE OF WORK  
Sawmill Parkway Signal Project-REBID  
CR 609

This project will coordinate the traffic signals along Sawmill Parkway from the Franklin County line north to Seldom Seen Road. The project will also install a new signal at N. Hampton Drive. ADA compliant curb ramps and cross walks will be added to North Hampton Drive, Attucks, Big Bear and Home Road intersections.

This project is funded by Delaware County. The Owner of this project is the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015. The Contract Administrator is the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015.

The primary point of contact for the Owner shall be the Project Engineer listed below:

Brian Dilley  
Deputy Construction Engineer  
Delaware County Engineer's Office  
50 Channing Street  
Delaware, OH 43015  
Phone: 740-833-2400  
Fax: 740-833-2399

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GENERAL INFORMATION

LOCATION

Work location at various intersections along Sawmill Parkway in Liberty Township, Delaware County, Ohio.

PROJECT SCOPE

The project includes 10 intersections receiving some type of upgrade or improvement to the traffic signals.

ODOT SPECIFICATIONS

The State of Ohio, Department of Transportation, Construction and Material Specifications, dated January 1, 2010 and the noted Standard Construction Drawings, and Proposal Notes shall govern this project unless otherwise directed by the Delaware County Engineer. Copies of the State of Ohio, Department of Transportation, Construction and Material Specifications may be purchased by contacting the Ohio Department of Transportation, Office of Contracts, 1980 West Broad Street, Columbus, Ohio 43223. Phone (614) 466-3778 or 3200: Customer Service.

Within the State of Ohio, Department of Transportation, Construction and Material Specification, wherever the word “State” occurs, it is to mean OWNER. Wherever the word “Department” occurs, it is to mean OWNER. Wherever the words “Director”, “Deputy Director” or “Engineer” occur or any other reference to a State of Ohio employee, it is to mean DELAWARE COUNTY ENGINEER.

CONTRACT SCHEDULE

The Owner requires that all work associated with the project be completed before November 25, 2011. The estimated commencement of work date is September 5, 2011.

MAINTENANCE OF TRAFFIC

The Contractor shall keep two lane, two way traffic open at all times.

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

RESOLUTION NO. 11-806

IN THE MATTER OF AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE  
DELAWARE COUNTY COUNCIL FOR OLDER ADULTS:

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

Grant # 2012 CHORE  
Source: Council for Older Adults  
Grant Period: 1-1-12 thru 12-31-12

Grant Amount: \$7,500.00  
Local Match \$ 0  
Total Grant \$7,500.00

This grant pays for a portion of the School Alternative Program supervisor that manages the the CHORE referrals.

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

RESOLUTION NO. 11-807

IN THE MATTER OF ACCEPTING THE 2011-2012 DELAWARE-MORROW COUNTY MENTAL  
HEALTH AND RECOVERY SERVICES TEAM GRANT:

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

Grant #:                      2011-2012-TEAM  
Source:                      Delaware Morrow County Mental Health and Recovery Services Board  
Grant Period:                July 1, 2011 thru June 30, 2012

Grant request:    \$36,450.00  
Grant award:       \$36,450.00  
Local Match:       0

This grant provides partial funding for the TEAM supervisor position.

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

RESOLUTION NO. 11-808

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IN THE MATTER OF ACCEPTING THE 2011-2012 OHIO DEPARTMENT OF ALCOHOL AND  
DRUG ADDICTION SERVICES (ODADAS), FAMILY TREATMENT GRANT:

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

Grant#: 99-2192-DCRT-T-12-0005  
Source: ODADAS state funds  
Grant Period: July 1, 2011 thru June 30, 2012  
  
Grant request: \$82,687.00  
Grant award: \$82,687.00  
Local Match: 0

This grant provides partial funding for the Family Treatment coordinator, and for drug testing services.

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

RESOLUTION NO. 11-809

IN THE MATTER OF AMENDING THE MOU BETWEEN DELAWARE COUNTY JUVENILE  
COURT AND FRIENDS OF THE CASA BOARD:

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

DELAWARE COUNTY JUVENILE COURT KENNETH J. SPICER, JUDGE  
AMENDED MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, replaces the original MOU between the Friends of Delaware County CASA Board (hereinafter "Board") and the Delaware County Juvenile Court (hereinafter "Court") and defines the understanding of the parties with regards to the employment of a Case Manager for the Delaware County CASA Program.

Commencing August 1, 2010, or at such time as Court is able to secure a qualified individual for said position, the Court will employ a Case Manager for the Delaware County CASA Program. The Case Manager will be considered an employee of Delaware County and Delaware County Juvenile Court. The employee will take supervision from the CASA executive director and shall adhere to the policies and directions of the court. All work products produced by the Case Manager will be property of the court.

The Case Manager position is a part-time position consisting of a twenty (20) hour work week. The pay rate for the position is \$10.75 per hour. OPERS, Medicaid, Workers Comp would be an additional \$1.88 per hour for a total billing rate of \$12.63. This rate will be valid until 12-31-11. The total cost of the billing will not exceed \$505.20 per pay period thru 12-31-11. There are no health insurance benefits connected to this position, and will not be added to the employee without an amendment to the agreement.

The Court will apply any un-used funds from the paid CASA volunteer line-item in the Court's budget towards the Case Manager position. There will be an accounting at the end of each quarter to determine the balance, between the two line items. This information shall be provided to the Board at the end of each quarter. At the end of 2011, the court will invoice the Board, for the difference in the amount paid to the Case Manager and the credit from the unspent dollars of the paid CASA volunteers. This change shall be effective January 1, 2011 through the term of the agreement.

In the event that the Board is unable to continue to contribute to the funding the case manager position, all work performed by the case manager will be an obligation of the Board until the court has been notified in writing the Board's desire to cease this agreement.

This Memorandum of Understanding supersedes all existing Memorandum of Understandings in place between the parties. This Memorandum of Understanding shall remain in effect for one (1) year from the effective date or until funding for the Case Manager position is no longer available through the Juvenile Court. The provisions of this Memorandum of Understanding may be reviewed and modified as appropriate when determined by the Board and the Court that such review and modification is necessary.

STATEMENT AND SIGNATURE OF BOARD

The undersigned acknowledges and agrees to the Memorandum of Understanding outlined above. I acknowledge that this is a full and complete recitation of all matters associated with this Memorandum of Understanding.

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

RESOLUTION NO. 11-810

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY

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BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND  
FAMILY SERVICES AND PROVIDER AS LISTED FOR CHILD PLACEMENT SERVICES:

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 services:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Eastway Northcutt Treatment Center 4950 Northcutt Place Dayton, Ohio 45414  Eastway Northcutt \$42,597.84	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. O'Brien       Absent   Mr. Thompson   Aye       Mr. Stapleton       Aye

RESOLUTION NO. 11-811

IN THE MATTER OF APPROVING THE SECOND QUARTER REPORT FOR THE PRETRIAL  
SUPERVISION GRANT FOR ADULT COURT SERVICES:

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

Grant #                    2010-JG-C01-6270  
Source:                    Ohio Office of Criminal Justice Services  
Grant Period:            January 1, 2011 to December 31, 2011  
  
Federal Grant Amount:    \$ 25,000.00  
Local Match:              \$ 8,333.33  
Total Grant Amount:      \$ 33,333.33

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. Thompson   Aye       Mr. O'Brien       Absent   Mr. Stapleton       Aye

RESOLUTION NO. 11-812

IN THE MATTER OF APPROVING THE SECOND QUARTER REPORT FOR THE MENTAL  
HEALTH DOCKET GRANT FOR ADULT COURT SERVICES:

It was moved by Mr. Thompson, seconded by Mr. Stapleton 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:              \$ 5,000.00  
Local Match – City:      \$ 5,000.00  
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

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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. Stapleton Aye Mr. O'Brien Absent Mr. Thompson Aye

**RESOLUTION NO. 11-813**

**IN THE MATTER OF SETTING BID OPENING DATE AND TIME FOR ANDREW HOUSE ADA RENOVATIONS AND APPROVING THE NOTICE TO CONTRACTORS:**

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

WHEREAS, on October 25, 2010, the Delaware County Commissioners adopted Resolution No. 10-1422, approving Revolving Loan Funds for the Andrews House ADA Renovations; and

WHEREAS, the Economic Development Director recommends the Bid Opening date and time of 10:00am Friday, August 19, 2011, at 101 North Sandusky Street, Delaware, Ohio 43015, for Andrews House ADA Renovations.

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Commissioners approve the Bid Opening date and time of 10:00am, Friday, August 19, 2011, at 101 North Sandusky Street, Delaware, Ohio 43015, and the approval of advertising the project:

**NOTICE TO CONTRACTORS**

Sealed proposals will be received by Delaware County, located at 101 N. Sandusky St., Delaware, Ohio, until 10:00 am on August 19, 2011, for the Andrews House ADA Renovations set forth in the plans and specifications on file in the above office. At the time hereinbefore mentioned and at the above-indicated office, sealed bids will be publicly opened and read. Work to be performed is described in the bid form.

Andrews House  
ADA Renovations

The proposed work includes conversion of the interior first floor restrooms (one man's and one woman's) into ADA compliant, single user restrooms. The removal and replacement of the rear exterior ramp to provide complete compliance with ADA, and pursue a roof cover or canopy. The replacement of the existing egress door to upgrade the accessibility and safety.

The estimated cost for this project is \$67,866.00.

All proposals shall be sealed and endorsed for Andrews House ADA Renovations, and mailed or delivered to the Delaware Commissioners Office located at 101 N. Sandusky St., Delaware, Ohio 43015. Proposals are to be on forms furnished in the Contract Documents and included with the specifications.

Plans, specifications, bid forms and contract documents may be viewed and secured at the office of:

Bruce Gardner  
Gardner Architects  
5 E. Winter St., Suite 300  
Delaware, Ohio 43015-2093  
(740) 363-7620  
(740) 363-7625 (fax)  
[bruce@gardnerarchitects.net](mailto:bruce@gardnerarchitects.net)

A \$50.00 non-refundable deposit will be required for each set of drawings, specifications, and contract documents, plus \$10.00 for shipping expenses if required. Checks for bidding documents should be made payable to Gardner Architects.

Each bid must be accompanied by a bid guaranty in the form of a bond with an approved surety company as surety for the execution of the contract. The bid guaranty and contract bond shall be for the full amount of the bid proposal and in the form as contained in the contract documents. Alternately, a certified check, cashier's check or letter of credit pursuant to Chapter 1305 of the revised code, in the amount of 10 percent of the bid will be accepted as a bid guaranty. Each proposal must contain the full name and address of every person or company interested in the same.

The County of Delaware hereby notifies all bidders that they affirmatively insure that regard to any contract entered into pursuant to this advertisement, Minority Business Enterprise (MBE) AND Women's Business Enterprise (WBE) will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. The County of Delaware is an equal opportunity employer and requires all persons contracting with the County to certify that they

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they are equal opportunity employers and that they do not discriminate on the grounds of race, color, religion, sex or national origin.

Bidders are required to comply with the MBE/WBE requirements set forth. In part, this means that any bidder, to the extent that it subcontracts work, shall award subcontracts to certified Minority Business Enterprise/Women's Business Enterprise in an aggregate dollar value of no less than 7.3% of the contract for MBE and 6.9% of the contract for WBE. This percent can include materials and supplies. The bid specifications provide further details on these requirements.

All Contractors and subcontractors involved with the project will, to the extent practicable use Ohio products, materials, services, and labor in the implementation of their project. Additionally contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123, as authorized by the Governor's Executive Order of 1972, and Governor's Executive Order 84-9 regarding goals for women working on state construction projects shall be required.

Attention of bidders is called to all of the requirements contained in this bid packet, particularly to the Federal Labor Standards Provisions and Davis-Bacon Wages, various insurance requirements and various equal opportunity provisions. Bidders must comply with the provisions of the Americans with Disabilities Act of 1990.

A Pre-bid conference will be held at 10:00 am on Friday, August 12, 2011, at the Andrews House located 39 W. Winter St., Delaware, Ohio 43015. It is recommended that all bidders attend the pre-bid conference; however, non-attendance at pre-bid conference does not preclude Contractor from submitting bid.

Copies of the Bidding documents are available for inspection by prospective bidders at the following location:

Bruce Gardner  
Gardner Architects  
5 E. Winter St., Suite 300  
Delaware, Ohio 43015-2093  
(740) 363-7620  
(740) 363-7625 (fax)  
[bruce@gardnerarchitects.net](mailto:bruce@gardnerarchitects.net)

No bidder may withdraw his bid within thirty (30) days after the actual date of the opening thereof. The County reserves the right to reject any and all bids for any reason whatsoever and to waive any irregularities. All bids will be considered based on lowest and best bid.

DELAWARE COUNTY COMMISSIONERS  
ANDREWS HOUSE  
Published Dates: August 4, 2011 and August 11, 2011

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

**RESOLUTION NO. 11-814**

**IN THE MATTER OF APPROVING CHANGE ORDER #1 FOR THE MCNAMARA PARK, HILMAR PARK, FREEMAN PARK, AND CENTER GREEN PARK FOR ADA IMPROVEMENTS:**

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

Whereas, the Board of County Commissioners approved an agreement with 2K General Construction to do ADA Improvements to McNamara, Hilmar, Freeman, and Center Green Parks in Resolution No. 11-189; and

Whereas, the Project was to be completed by July 31, 2011, and

Whereas, due to the building permit issue with the ADA fishing dock, 2K General Construction is requesting a no cost time extension from July 31, 2011, to September 5, 2011, and.

Whereas, Genoa Township recommends approving Change Order #1 to extend the completion date to September 5, 2011.

Therefore be it resolved that the Board of County Commissioners approve Change Order #1 to extend the completion date for the ADA compliance for McNamara, Hilmar, Freeman, and Center Green Parks in Genoa Township to September 5, 2011.

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

**RESOLUTION NO. 11-815**

**IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND FLOWLINE LLC FOR EMERGENCY SERVICES FOR THE**

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**REGIONAL SEWER DISTRICT:**

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

Whereas, the Director of Environmental Services recommends the contract with Flowline LLC.;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract between The Delaware County Board of Commissioners and Flowline Llc For Emergency Services For The Regional Sewer District.

Further Be It Resolved, that the Delaware County Board of Commissioners approve a Purchase Order to Flowline in the amount of \$24,999.00 (66211904 \$12,499.00, 66211903 \$12,500.00)

**EMERGENCY SERVICES CONTRACT**

**Section 1 – Parties to the Agreement**

Agreement made and entered into this 1st day of August, 2011 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Flowline LLC, 3800 Lockbourne Road, Obetz, Ohio 43215 (“Contractor”).

**Section 2 – Contract Administrator**

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

**Section 3 – Scope of Services (Work)**

Contractor agrees to furnish, unto the County, emergency services in accordance with the Scope of Services attached hereto (Exhibit “A”) and, by this reference, hereby made part of this Agreement (hereinafter “the Scope”). Contractor shall perform the Work in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**Section 4 – Compensation**

The Board and Contractor agree that labor and equipment rates detailed in Exhibit B will be used to invoice the County for all work performed through December 31, 2011. All work shall be billed using the actual time and materials accrued as the basis of payment. Contractor agrees that a maximum multiplier of 1.10 will be used to establish billable values for any material or subcontractor required to perform the work as directed by the County. The Contractor agrees that the above referenced invoices shall be supplied to the Division of Environmental Services within ten (10) calendar days after the completion of the work. Such invoices shall be accompanied by waivers, releases or other such documentation as would indicate that any claims, liens or claims of liens of any subcontractors of any tier, laborers or material suppliers, from any source used by the Contractor, to the extent applicable, have been satisfied. The submitted invoices shall be sufficiently detailed as required by the County. The Board shall have no obligation to pay or to see to the payment of money to any subcontractor of any tier except as may otherwise be required by law. The Board shall not be responsible for expenses attributable to the errors or neglect of the Contractor. The value of this agreement shall not equal or exceed \$25,000.00 in billable services to the County. In the event that the Contractor exceeds this value, the Contractor will be liable for all charges over and above the contract limit as stipulated herein.

**Section 5 – Payment**

Compensation shall be paid periodically, but no more than once per month, and shall be based on invoices in accordance with the Scope. Invoices shall be submitted to the Administrator by the Contractor on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

**Section 6 – Term**

This Agreement shall be in effect from August 1, 2011 to December 31, 2011.

**Section 7 – Insurance**

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

1. claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
2. claims for damages because of bodily injury, occupational sickness, sickness or disease, or death of the Contractor's employees;
3. claims for damages because of bodily injury, occupational sickness, sickness or disease, or death of any person other than the Contractor's employees;



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4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
5. claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7. claims involving contractual liability insurance applicable to the Contractor's obligations under the article titled INDEMNIFICATION found herein; and

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

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

#### Section 8 – Liability

To the fullest extent permitted by law, neither party shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Work or this Agreement. This mutual waiver shall include, but not be limited to, loss of profit, loss of business or income, or any other consequential damages that either party may have incurred from any cause of action whatsoever.

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

Contractor 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. Contractor also agrees that, as an independent contractor, it assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.

#### Section 9 – Suspension or Termination of Agreement

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

#### Section 10 – Change in Scope of Work

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

#### Section 11 – Miscellaneous Terms & Conditions

11.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.

11.2 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, 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.

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

11.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

11.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

11.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder 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.

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

11.8 Non-Discrimination/Equal Opportunity: Contractor 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.

Contractor 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.

Contractor 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.

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

**EXHIBIT A  
Sanitary Sewer Collection System Backup Service Contract  
Scope of Work**

Contractor shall provide the following minimum services as required by Delaware County on an as needed basis:

**Tasks**

**Cleaning of Sewers, Manholes, Force Mains, and Air Release Valves**

- Jetting and Vacuuming of sewers and manholes
- Cleaning (pigging) of force mains
- Cleaning and flushing of air release valves
- Cleaning of pump station wet wells including but not limited to the removal of grease, grit, and debris.

**Repair of Sewers, Manholes, Force Mains and Air Release Valves**

- Repair of gravity sewers by various applicable in situ and open cut methods and in accordance with the Sewer District standards.
- Repair of manholes including but not limited to grouting, epoxy coating, cone and barrel section, risers, lid and frame repair and or replacement
- Repair of force mains of various materials including but not limited to ductile iron, PVC, and HDPE. Force main sizes vary from 2 to 36 inch
- Repair/removal/replacement of air release valves. Valves varying in type, size and configuration
- Replacement and or repair of corporation stop valves
- Replacement and or repair of saddles and taps for valves

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- Bypass pumping of sewers, manholes, force mains to facilitate repairs
- Repair of manholes including but not limited to grouting, cone and barrel section, risers, lid and frame repair and or replacement

Contractor shall be capable of the following:

- Confined space entry including under respirator required conditions
- Cleaning and Jetting of sanitary sewers, force mains, and wet wells
- Bypass pumping of pump stations
- Excavation to repair underground facilities
- Disposal of any and all debris collected from cleaning and or jetting activities
- Performance of Tasks as delineated above

**Provided Equipment**

Contractor shall provide the all equipment to facilitate the completion of the above tasks, including but not limited to:

- Jet truck and required appurtenances capable of jetting up to 800 feet of sanitary sewer with diameters between 6 and 48 inches
- Jet/Vac equipment capable of both on and off road access to sewer system that need maintenance
- Ability to enter manholes and structures (both confined and un confined space) to depths of 55 feet below the adjacent ground surface
- Vacuum Truck with minimum 2000 gallon liquid capacity
- Crane to remove equipment/debris/objects from underground facilities. Crane shall have a rated capacity of not less than 2 tons
- Bypass pumps as needed
- All required support vehicles, equipment, power, hand tools, and both non consumable and consumable materials to complete the required work

**Provided Labor and Materials**

Contractor shall provide all labor and materials required to complete tasks and assignments as required by the County.

**Response time:**

Contractor shall respond to service calls by the Owner within two (2) hours of receipt of call. Contractor shall provide a means to be reliably contacted twenty four hours a day – seven days a week. If contractor is unable to meet response time requirements as delineated above, the contractor shall immediately inform the County at the particular time of the call or request from the County for assistance.

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

**RESOLUTION NO. 11-816**

**IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY HEALTH INSURANCE FUNDS TO ASSIST IN FUNDING THE PURCHASE OF FRUIT, PUNCH AND OTHER AMENITIES FOR THE ANNUAL DELAWARE COUNTY EMPLOYEE HEALTH AND SAFETY FAIR:**

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

WHEREAS, The Ohio Attorney General Opinion No. 82-006 addresses the issue Expenditure Of Public Funds For Proper “Public Purpose”, and

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

WHEREAS, Human Resources Department has offered the Employee Health and Safety Fair for the past thirteen years. Blood work is collected for testing each year. In order for this procedure to give an accurate reading, participants must fast for 12 hours. The purchase of food and drinks is necessary for the well being of employees who are having blood drawn or giving blood that day.

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

Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of Health Insurance funds in an amount not to exceed \$250.00, to assist in funding the purchase of fruit, refreshments and other amenities for The Delaware County Employee Health and Safety Fair.

Further be it resolved that the Commissioners approve a purchase order to PNC bank for \$250.00

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

**RESOLUTION NO. 11-817**

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IN THE MATTER OF CORRECTING THE APPOINTMENTS TO THE DELAWARE COUNTY RURAL ZONING COMMISSION:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board of Commissioners”) created the Delaware County Rural Zoning Commission (the “RZC”), pursuant to section 303.04 of the Revised Code; and

WHEREAS, as necessary, the Board of Commissioners has made appointments to the RZC to fill vacancies in both unexpired and expired terms; and

WHEREAS, due to clerical errors in establishing the term dates for various appointees to the RZC, corrective action is necessary to set forth the appropriate terms for members of the RZC;

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

Section 1. The Board of Commissioners hereby approves the appointments of the following members to the RZC for the terms specified herein:

Position	Appointee	Term Commences	Term Ends
RZC 1	Carole Krouse	January 1, 2007	December 31, 2011
RZC 2	Ed Reely	January 1, 2008	December 31, 2012
RZC 3	Donna Meyer	January 1, 2009	December 31, 2013
RZC 4	Lloyd Shoaf	January 1, 2010	December 31, 2014
RZC 5	Larry Cline	January 1, 2011	December 31, 2015

Section 2. The Board of Commissioners hereby orders that any prior resolutions inconsistent with this Resolution are hereby repealed and superseded in accordance with this Resolution.

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

RESOLUTION NO. 11-818

IN THE MATTER OF CORRECTING THE APPOINTMENTS TO THE DELAWARE COUNTY BOARD OF BUILDING APPEALS:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board of Commissioners”) created the Delaware County Board of Building Appeals (the “BBA”), pursuant to section 307.381 of the Revised Code; and

WHEREAS, as necessary, the Board of Commissioners has made appointments to the BBA to fill vacancies in both unexpired and expired terms; and

WHEREAS, due to clerical errors in establishing the term dates for various appointees to the BBA, corrective action is necessary to set forth the appropriate terms for members of the BBA;

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

Section 1. The Board of Commissioners hereby approves the appointments of the following members to the BBA for the terms specified herein:

Position	Appointee	Term Commences	Term Ends
BBA 1	George Haggard	January 1, 2007	December 31, 2011
BBA 2	Nelson Katz	January 1, 2008	December 31, 2012
BBA 3	Elmer Ford	January 1, 2009	December 31, 2013
BBA 4	Fred Winther	January 1, 2010	December 31, 2014
BBA 5	J. Alan Kirkham	January 1, 2011	December 31, 2015

Section 2. The Board of Commissioners hereby orders that any prior resolutions inconsistent with this Resolution are hereby repealed and superseded in accordance with this Resolution.

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

RESOLUTION NO. 11- 819

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND BERNADINI CONSULTING SERVICES FOR PROFESSIONAL HUMAN RESOURCE CONSULTING AND INVESTIGATIVE SERVICES:

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

Whereas, the Director of Administrative Services recommends the contract with Bernadini Consulting Services;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract between The Delaware County Board of Commissioners and Bernadini Consulting Services for Professional Human Resource Consulting and Investigative Services.

Further Be It Resolved, that the Delaware County Board of Commissioners approve a Purchase Order to Bernardini, Felicia in the amount of \$8,000.00 (10011108-5301)

CONTRACT FOR CONSULTING SERVICES  
BETWEEN THE  
BOARD OF COUNTY COMMISSIONERS, OF DELAWARE COUNTY, OHIO  
AND BERNADINI CONSULTING SERVICES

This Contract is entered into this 1<sup>st</sup> day of August, 2011 by and between the Board of County Commissioners of Delaware County, Ohio (hereinafter “Board”) and Bernardini Consulting Services (hereinafter, “Contractor”) whose address is 3083 Woodbine Place, Columbus, OH 43202 (hereinafter individually “Party,” collectively, “Parties”).

PRELIMINARY STATEMENTS

**WHEREAS**, the Board is in need of Professional Human Resource Consulting and Investigative Services to assist in matters of human resource personnel management, civil service and public sector issues and other such matters that may affect or come before the County; and

**WHEREAS**, the results of the decisions regarding such matters have a very significant fiscal and operational impact on the County; and

**WHEREAS**, the Contractor is regularly engaged in providing such services to employers in Ohio; and

**WHEREAS**, the Contractor is willing to provide those services as indicated above to the Board at an agreed-upon price;

STATEMENT OF THE AGREEMENT

**NOW, THEREFORE**, the Parties mutually agree as follows:

**1. PURPOSE OF CONTRACT:**

The purpose of this Contract is to state the covenants and conditions under which the Contractor will provide Human Resource Consulting and Investigative Services to the Board.

**2. TERM:**

This Agreement shall be effective on the last date signed below.

**3. SCOPE OF SERVICES/DELIVERABLES:**

The Contractor shall provide Services to the Board as follows:

Assist in matters of human resource personnel management, civil service and public sector issues and other such matters that may affect or come before the County. The Contractor will develop a report for the Board, which shall be complete within 30 days of the last date entered below.

**FINANCIAL AGREEMENT:**

**A. PAYMENT PROCEDURES:**

1. The Board shall reimburse the Contractor as follows:
2. The Contractor will be paid \$150.00 per hour for required consulting and investigation. Travel time between home and the Board’s worksite will not be reimbursed. Reimbursement will be for consulting and investigatory service provided at the request of the Board.
3. To receive such reimbursement, the Contractor shall submit to the Board monthly invoices for Services provided. The invoices shall be itemized by services provided. Such reimbursement shall be paid by the Board to the Contractor within thirty (30) days of receipt by the Board.

**B. MAXIMUM PAYMENT**

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It is expressly understood and agreed that, unless otherwise extended, the total compensation to be reimbursed shall not exceed the maximum of Eight Thousand Dollars and Zero Cents (\$8,000.00).

**C. TAXES**

The Board is a political subdivision and tax exempt. The Contractor therefore agrees to be responsible for all tax liability that accrues as a result of this Contract and the Services that the Contractor provides to the Board pursuant to this Contract.

**4. COMPLIANCE WITH BOARD POLICY:**

The Contractor shall comply with all applicable Board policies and procedures.

**5. INDEPENDENT FINANCIAL RECORDS:**

The Contractor shall maintain independent books, records, payroll, documents, and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall at all reasonable times be subject to inspection, review, and/or audit by duly authorized Board personnel.

**6. INDEPENDENT CONTRACTORS:**

The Contractor shall act in performance of this Contract as an independent contractor. As an independent contractor, the Contractor is not entitled to any of the benefits enjoyed by employees of the Board.

**7. TERMINATION:**

**A. Termination for the Convenience:**

The Parties may terminate this Contract at any time and for any reason by giving notice in writing, to the other party. The Contractor 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. The Board may condition final payment on return of all materials and drafts developed by the Contractor.

**8. MISCELLANEOUS TERMS & CONDITIONS**

**A. Non-Discrimination:** The Contractor hereby certify that they are—and shall, for the life of this Agreement, remain—in compliance with all applicable Federal, State, and Local laws, rules, and regulations in regard to equal opportunity employment and non-discrimination. In the event the Consultants are determined, by the final order of a court or appropriate administrative agency, to be in violation of any applicable Federal, State, or Local law, rule, or regulation in regard to equal opportunity employment or non-discrimination, this Agreement may be immediately terminated, in whole or in part, and Consultants may be ruled ineligible for future contracts with the County.

**B. Professional Liability Insurance:** Throughout the life of this Agreement, the Contractor agrees to maintain, current and without lapse, professional liability insurance in an amount adequate to protect it and the County against any and all liability arising from the professional services provided under the Agreement. At any time throughout the life of the Agreement Delaware County may request proof of such insurance, which shall be promptly provided upon request.

**C. Indemnity:** The Contractor agrees to indemnify and hold harmless the County, its officials and employees from and against claims, costs, judgments, or other liabilities arising from this Agreement to the extent caused by the Contractors negligent acts or omissions, or the negligent acts or omissions of any person or entity for which Contractor is found to be liable.

**9. FINDINGS FOR RECOVERY:**

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

**10. GOVERNING LAW:**

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

**11. ENTIRE AGREEMENT:**

This Contract, along with all of its attachments, shall constitute the entire understanding and agreement

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between 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.

12. EFFECT OF SIGNATURE

The signatures of the Parties below indicate that the signers and the entities that they represent agree to be bound by all the terms and conditions of this Contract.

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

RESOLUTION NO. 11-820

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE COMMON  
PLEAS COURT DATA FUND:

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

Transfer of Appropriation	
From	To
28129204-5260	28129204-5450
Common Pleas Data Fund/Inventoried Tools	Common Pleas Data Fund/Equipment
	7,000.00

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien  
-Absent

Commissioner Thompson  
-Attended And Participated In A Regional Planning Commission Meeting; Extensions

Commissioner Stapleton  
-Some Committee Meetings Will Reconvening This Week After A Summer Break

RESOLUTION NO. 11-821

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 AND FOR COLLECTIVE BARGAINING:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn into Executive Session at 10:00AM.

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

RESOLUTION NO. 11-822

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn out of Executive Session at 11:07AM.

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

There being no further business, the meeting adjourned.

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Ken O'Brien

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Dennis Stapleton

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Tommy Thompson

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Jennifer Walraven, Clerk to the Commissioners