

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 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

RESOLUTION NO. 11-1315

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 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 November 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

RESOLUTION NO. 11-1316

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM SPECIAL MEETINGS HELD NOVEMBER 1-7 AND 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 special sessions on November 1-7 and 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 special meetings.

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

PUBLIC COMMENT

-Dr. Thomas J. Presteva, Comments And Concerns On The Proposed High Voltage Power Lines And Clear Cut Line Of First Energy Going Thru Concord Township.

ELECTED OFFICIAL COMMENT

1) George Kaista, Auditor, The Office Is Getting Ready To Roll Out The Employee-On-Line Program Where Employees Will Be Able To Update Their Own Personnel Information Thru The Intra-Net

RESOLUTION NO. 11-1317

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1110:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1110.

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

RESOLUTION NO. 11-1318

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Emergency Medical Services Department is requesting that Joshua Boliantz attend an Advanced StrokeLife Support Instructor Course in Columbus, Ohio January 5, 2012, at no cost.

The Economic Development Department is requesting that Gus Comstock and Tommy Thompson attend the Big Walnut Chamber Annual Meeting in Galena, Ohio November 17, 2011, at the cost of \$60.00 (21011113).

The Facilities Department is requesting that Jon Melvin and Jack Prim attend the County Commissioners Association Of Ohio Winter Conference in Columbus, Ohio December 12, 2011, at the cost of \$45.00 (Fund Number 10011105).

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

RESOLUTION NO. 11-1319

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR GLEN OAK SECTION 5, PHASE B:

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

Whereas, Dominion Homes, Inc. has submitted the Plat of Subdivision ("Plat") for Glen Oak Section 5, Phase B, including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Orange Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on July 9, 2011; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on July 25, 2011; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on July 29, 2011; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on August 1, 2011; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on September 29, 2011.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Glen Oak Section 5, Phase B.

Glen Oak Section 5, Phase B:

Situated in the State of Ohio, County of Delaware, Township of Orange, lying in Farm Lots 22 and 23, Quarter Township 2, Township 3 North, Range 18 West, United States Military District, Containing 11.897 acres, more or less, including 1.718 acres of right-of-way area, being out of the 24.070 acre tract conveyed to Dominion Homes, Inc., an Ohio Corporation, by Deed of Record in Official Record 454, Page 461, all records of the Recorder's Office, Delaware County, Ohio. Cost \$33

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

RESOLUTION NO. 11-1320

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR GLEN OAK SECTION 5, PHASE B:

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

WHEREAS, on November 7, 2011, a Ditch Maintenance Petition for Glen Oak Section 5, Phase B was filed with the Board of Commissioners of Delaware County (the "Board"), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within Glen Oak Section 5, Phase B located off South Old State Road north of Orange Road in Orange Township; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate

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Taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

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

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

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

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

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

The cost of the drainage improvements is \$80,854.24 for the benefit of the property and its adjoining area. An annual maintenance fee equal to 2% of this basis (\$1,617.28) shall be collected for this property. The basis for calculating the maintenance assessment shall be reviewed and subject to revision every six (6) years. The first year’s assessment for the property in the amount of \$1,617.28 has been paid to Delaware County, receipt of which is hereby acknowledged.

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

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

RESOLUTION NO. 11-1321

IN THE MATTER OF APPROVING MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
THE DELAWARE COUNTY COMMISSIONERS, ON BEHALF OF THE DELAWARE COUNTY
DRAINAGE ENGINEER’S OFFICE, AND THE VILLAGE OF OSTRANDER FOR ACTIVITIES
RELATING TO DRAINAGE, EROSION, AND SEDIMENT CONTROL:

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

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this 14th day of November, 2011, by and between the Delaware County Commissioners, on behalf of the Delaware County Drainage Engineer’s Office (“DCDEO”) and the Village of Ostrander (the “Village”), hereinafter collectively referred to as the “Parties”

WITNESSETH

WHEREAS, the need exists for engineering integrity within the Village; and

WHEREAS, no Village staff is employed with engineering qualifications; and

WHEREAS, the Delaware County Drainage Engineer has current staffing and engineering qualifications relating to drainage, erosion, and sediment control; and

WHEREAS, pursuant to the terms of this MOU, the Parties have proposed the public interests will best be served by placing the personnel and operational activities relating to Drainage, Erosion, and Sediment Control (“DESC”) responsibilities with DCDEO;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS

1. The term of this MOU shall commence on the date first written above and shall terminate on December 31, 2014. Either party may terminate this MOU with written notice delivered to the Designated Official of the other party to be effective no sooner than thirty (30) days after delivery. The “Designated Official” shall be the Delaware County Engineer for DCDEO and the Mayor, or designee, for the Village.
2. DCDEO shall keep separate accounting records pertaining to the Village DESC program responsibilities and shall provide copies of such records to the Village Mayor or his designee annually or more frequently if so requested, for review and approval.

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- 3. DCDEO shall recommend to and coordinate with the Mayor or his designee in seeking approval for necessary amendments to Village Regulations, Furthermore, DCDEO shall enforce the DESC program, including performing field inspections and plan review, on behalf of the Village. The Village shall assist DCDEO in its enforcement activities, including participating in co-enforcement proceedings and coordination, as necessary.
- 4. DCDEO shall prepare relevant applications and coordinate with the Mayor or his designee in the acquisition of permits or other approvals relating to the DESC Responsibilities, including administration of the DESC Program.
- 5. Yearly on the anniversary of the effective date of this MOU, the DCDEO Designated Official shall submit to the Village a detailed report of activities undertaken during the preceding year.
- 6. Biannually during the term of this MOU, one or more employees designated by the DCDEO Designated Official and one or more Village employees designated by the Mayor or his designee shall meet to discuss the status of DESC Permit activity and actions. Reports shall be developed and delivered to both Designated Officials, who shall confer as necessary to resolve problems arising in connection with the subject of this MOU.
- 7. Nothing in this MOU shall be construed as a transfer of or a limitation on the authority of the DCDEO DESC Program to issue permits for the construction of streets, roads, and sidewalks. The Parties shall cooperate in the development of procedures governing the plan review and approval process to assure the DESC Program contemplated by the Village Code is performed.
- 8. The Parties recognize the likelihood that unanticipated problems may arise during the term of the MOU and agree to work cooperatively to resolve such problems for the benefit of Parties.
- 9. The Parties are both political subdivisions and lack authority to indemnify. The Parties agree to be and shall be responsible for their own negligence, actions or inactions and/or the actions or inactions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants resulting from the performance of this MOU. The Parties agree to be individually and solely responsible for and shall hold harmless and release the other Party from any and all claims, lawsuits, liability, losses, damages, illnesses, injuries (including death), and/or related expenses that each may incur as a result of their own negligence, actions or inactions and/or the actions or inactions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants in the performance of this MOU.
- 10. Each Party shall assume full responsibility for and pay for any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to any other Party or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Party.
- 11. The Parties mutually acknowledge and agree that no agency or employment relationship has been or will be created by this Agreement and that each Party’s employees engaging in responsibilities pursuant to this Agreement shall remain the employees of the respective Party. Each Party assumes all responsibility for any tax liabilities, workers compensation, unemployment compensation, and insurance premiums for its respective employees.
- 12. The responsibilities established in this MOU may not be assigned.

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

RESOLUTION NO. 11-1322

**IN THE MATTER OF DECLARING PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT
NEEDED FOR PUBLIC USE AND THE INTENT OF SELLING SUCH PROPERTY VIA INTERNET
AUCTION:**

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

- WHEREAS, Delaware County has personal property not needed for public use, obsolete, or unfit for the use for which it was acquired; and
- WHEREAS, Ohio Revised Code Section 307.12 (E) allows, by resolution adopted each calendar year, the sale of such property by internet auction; and
- WHEREAS, the Delaware County Board of Commissioners passed Resolution 10-37 on January 11, 2010, declaring its intent to sell such property by internet auction; and

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WHEREAS, Delaware County has personal property not needed for public use, obsolete, or unfit for the use for which it was acquired, currently in the possession of the Delaware County Sheriff's Office;

WHEREAS, certain of such property may require a signature to transfer such property from the county to a buyer;

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio, that the property listed in "Addendum A" be sold in the manner prescribed in Resolution 10-37. The President of the Board of Commissioners is hereby authorized to sign any documents needed to transfer such property on behalf of the Board.

ADDENDUM "A"

This document identifies the property referred to in the above Resolution.

1	wood jewelry box w/misc jewelry
2	misc watches includes Wittnauer & Fossil
3	mosquito repellent lantern
4	game boy color w/2 games - mario tennis & bomber man
5	royal/navy/sky blue colored shoes w/leather upper, size 10 1/2 M
6	diamond antique 20-pc set service for 4
7	royal/navy/sky blue colored shoes w/leather upper, size 10 1/2 M
8	tan purse
9	6 green - 21"x27" standard shams
10	13 misc greeting cards w/envelopes, 2 Thomas & Friends die cast metal vehicles, 5 Christmas ornaments, 2 cd's, 6 magnets, 2 books, 4 statutes
11	jewelry, misc watches, DVD movies, Revlon styling iron, music cd, Jefferson nickel
12	DVD movies, midland 2-way radios (No charging base)
13	DVD movies, uniden Nascar scanner
14	2 - 2'x25' 1" poultry netting, multiscanner, grout saw, scoring knife, saw blades, utility blades, hacksaw blades, woodboring bit set, 1 1/2" - 2" - 2 9/16" speedbors, self-feed bit, quick feed cutter, pipe cutter
15	Kodak easysshare printer dock series 3 - NO CABLES
16	Sony dvd-rw handycam 20x optical zoom/800x digital zoom, 3 pack of Sony DVD-r, Sony camera case LCS-VA60
17	1.3 mega pixel digital camera f5.8mm F4.5 w/media card
18	video camera, 24x optical zoom/800x digital zoom, SD card, 2 Maxell 60min mini dvd cassettes, cords, camera case
19	electric cooktop
20	refrigerant evaporator coil
21	32" TV, 1366 x 768 pixel, pc compatible
22	20" TV, vhs, DVD, NO REMOTE
23	50" TV, hdtv progressive
24	drill w/case, 120v, 1200rpm, vsr
25	Speaker
26	microwave oven, spacemaker, 36"w x 17"h x 10"d
27	xl microwave oven, spacemaker, 30"w x 16"h x 15"d
28	cabinetry, 84"h x 30"w x 24"d
29	cabinetry, 36"h x 15"w x 24"d
30	range top cabinet, gallery series,35"h x 30"w x 24"d
31	cabinetry, 35"h x 11 1/2"w x 24"d
32	cabinetry, 35"h x 11 1/2"w x 24"d
33	granite tile, 14 boxes tono calibro, 30+ boxes absolute black
34	cabinetry 15"h x 29 1/2"w x 12"d
35	cabinetry, 2 drawers, 21 x 23 1/2 x 7
36	cabinetry, drawers, one is 21 x 17 1/2 x 4, one is 21 x 23 1/2 x 4
37	misc ceramic tile - 5 boxes
38	5 tools in 1 - drill/driver, circular saw, router, sander/polisher, jigsaw
39	box of misc tools - lennox saw blades, bosch reciprocating saw blades, hammers, wrench set, socket set, paint brushes
40	dremel kit
41	cordless drill/driver w/12v battery, NO CHARGER
42	floor lamp
43	air compressor, 1.5hp, 3 gal, 120 psi
44	floor fan
45	floor fan
46	Fan
47	backpack blower, gas powered
48	chainsaw w/case, gas powered, 18" bar, 42cc engine

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49	wet/dry shop vac, 5.75hp, 16 gal
50	wet/dry shop vac, 5.5hp, 8 gal
51	nail gun, bucket of nails
52	bucket - tools, extension cord, timer, motion sensing wall switch, socket wrench set
53	tackle box w/misc fishing items
54	roadside kit, floor creeper, mat, stereo faceplates, uniden radar detector - NO CORD, wrench set, neon light stick, Panasonic portable TV/DVD, 2 headrest monitors
55	Sawzall
56	DVD recorder/ver. Combo
57	electronic music mat w/microphone & stand
58	ratchet/wrench set, bit set
59	power shot stapler, porter cable light, tote of tools & home repair items
60	planer 3 1/4", craftsman 3" belt sander, versa volt snap-on charger, misc rechargeable batteries, cooler of misc tools
61	security camera, indoor/outdoor timers, picture frame, decorative thermometer, mini fan, wireless door chime & push button, tin snips
62	1999 Ford Expedition
63	2001 Chevy Silverado
64	1991 Pontiac Bonneville
65	2000 Ford Explorer
66	2004 Mazda
67	1991 Dodge Ram 350
68	2000 Chevy Suburban
69	2003 Cadillac STS
70	2003 Mitsubishi Lancer
71	1996 Honda Accord
72	1999 Honda CRV
73	2001 Volkswagen Jetta
74	2000 Jeep Grand Cherokee
75	2002 Chrysler Voyager
76	2003 Landover Discovery
77	2001 Dodge Durango
78	2002 Buick Rendezvous
79	16 Foot Trailer (homemade)
80	vehicle push bar
81	5 law enforcement cruiser cages
82	5 law enforcement cruiser cages
83	1992 Chevy Lumina
84	2001 Volvo S60

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

RESOLUTION NO. 11-1323

IN THE MATTER OF APPROVING THE TRANSFER APPROPRIATION IN THE STATE
HOMELAND SECURITY GRANT PROGRAMS (SHSGP) AND SUPPLEMENTAL
APPROPRIATION FOR THE EMERGENCY MANAGEMENT PROGRAM GRANT (EMPG):

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

WHEREAS, the Delaware County Board of Commissioners approved the appropriation of the Org Key 21581304 FY09 SHSGP and Org Key 21581301 EMA;

WHEREAS, the Delaware County Office of Homeland Security and Emergency Management was recently awarded special project funds that a portion was to fund weather alert radios;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approves the transfers and supplemental appropriations:

Org Key 21581304 FY09 SHSGP
FROM: 5101 - \$51.504 TO: 5215 + \$51.54
Health Insurance Program Supplies

Org Key 21581301 EMA
Increase: 5215 + \$12,700
Program Supplies

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

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RESOLUTION NO. 11-1324

IN THE MATTER OF AWARDING THE BID TO ARAMARK UNIFORM SERVICES FOR ITB #11-03 UNIFORM RENTAL SERVICES FOR DELAWARE COUNTY:

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

WHEREAS, Delaware County received three bids for uniform rental services for Delaware County on September 13, 2011. And;

WHEREAS, after carefully reviewing the bids received, the bid submitted by Aramark Uniform Services has been determined to be the lowest, best bid for uniform rental services;

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, award the bid submitted by Aramark Uniform for ITB #11-03 Uniform Service for Delaware County.

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

RESOLUTION NO. 11-1325

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND COMSERV BUILDING MAINTENANCE LLC FOR – ITB #11-02 JANITORIAL SERVICES FOR DELAWARE COUNTY:

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

Whereas, the Facilities Supervisor recommends approval of the contract between the Delaware County Board Of Commissioners and ComServ Building Maintenance LLC. for – ITB #11-02 Janitorial Services for Delaware County;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract with ComServ Building Maintenance LLC. for – ITB #11-02 Janitorial Services for Delaware County.

**Delaware County Board of Commissioners
Contract**

This Contract made by and between:

**ComServ Building Maintenance LLC
4200 Regent Street, Suite 200
Columbus, OH 43219-6229**

(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

ARTICLE 1

1.1 The Contractor shall provide the goods and/or services described in the Bid Documents, which is attached hereto as Exhibit "A" and as necessary to produce the results intended by the Bid Documents for:

ITB #11-02 Janitorial Services

ARTICLE 2

2.1 The Owner shall pay the Contractor for the performance of this Contract, subject to terms and conditions as provided in the Bid Documents, at an estimated annual value of Thirty Nine Thousand Five Hundred Sixty Four dollars (\$39,564.00), based upon the unit pricing and set forth in the Bid Documents, submitted by the Contractor and opened on September 14, 2011.

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor as goods and/or services are provided and approved by the Owner as provided in the Bid Documents.

ARTICLE 3

3.1 The original term of this contract shall be for two (2) years, beginning December 1 2011, and ending November 30, 2013.

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3.2 This Contract may be renewed at the end of the original period or any renewal period for up to two (2) additional one (1) year periods, if agreed upon in writing by both parties.

3.2 The Owner may, at its sole option, terminate this Contract with the contractor upon thirty (30) days written notice of its intent to do so. Furthermore, it is understood and agreed that should the Contractor fail to provide the quality of goods and/or service(s) as specified in the bid instructions, such failure shall constitute a breach of this Contract. Upon a breach of the Contract, the Owner may, at its sole option, terminate this Contract with the Contractor effective immediately upon written notice of its intent to do so. The Owner shall not be liable for payment of goods or services provided after the effective date of termination.

ARTICLE 4

4.1 This Contract shall embody the entire understanding of the parties and form the basis of the Contract between the Owner and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein, and made a part hereof. This Contract, along with all documents incorporated by reference, 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.

4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.

4.4 To the fullest extent permitted by law, the Contractor shall indemnify, save and hold the Owner, its officers, agents, servants, and employees free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the Contractor's performance of this Contract. The Contractor shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the Owner by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees. No employee of the Contractor shall at any time be considered an agent or employee of the Owner.

4.5 Insurance:

4.5.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence with an annual aggregate of not less than \$2,000,000, including coverage for subcontractors, if any.

4.5.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles.

4.5.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio.

4.5.4 Additional Insureds: The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Contract in the policies required by Subsection 4.5.

4.5.5 Proof of Insurance: Prior to the commencement of any work under this Contract, Contractor shall furnish the County with properly executed certificates of insurance for all insurance required by this Contract. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Contract.

4.6 No waiver of breach of any provision of this Contract shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Contract or any other provision hereof. No term or provision of this Contract 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.

4.7 For all services being provided under this Contract, the Owner shall have the right and Contractor agrees to allow the inspection and examination of any and all books, accounts, invoices, records, writings, or documentation of any type and in any form which it maintains in relation to performing said services

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4.8 The Contract shall be binding on the Contractor and the Owner, their successors and assigns, in respect to all covenants and obligations contained in the Contract, but the Contract may not be assigned by the Contractor without the prior written consent of the Owner.

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

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

4.11 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 Contract 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 Contract and by this reference made a part of this Contract.

ARTICLE 5

5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract shall be valid and enforceable unless the Delaware County Auditor first certifies funds are available.

5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Owner.

ARTICLE 6

6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

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

RESOLUTION NO. 11-1326

IN THE MATTER OF SETTING BID OPENING DATE AND TIME FOR THE LEASE OF THE DELAWARE COUNTY FARM LAND:

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

Whereas, the Facilities Supervisor recommends setting the bid opening date and time for the lease of Delaware County farm land;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the bid opening date and time for the lease of Delaware County farm land;

**LEGAL NOTICE
LEASE OF DELAWARE COUNTY FARM LAND
4781 County Home Road
1020 US Highway 42 North**

Parties interested in leasing farmland from Delaware County may submit a proposal to the Board of Commissioners, Delaware County, Ohio, at 101 North Sandusky Street, Delaware, Ohio 43015 until **10:00am** on Monday, **November 28, 2011** for the cash lease of the County's farmland. The land being offered for lease is located at the former Delaware County Home, 4781 County Home Road, and the Engineer's Salt Storage Facility, 1020 US Highway 42 North, Delaware, Ohio.

There will be 218 acres at the County Home and 51 acres at the Engineer's Salt Storage Facility for a total of 269 acres, more or less, of cropland as denoted by the ASC Maps, to be offered for rent for one (1) crop year from April 1, 2012, with options to renew for two (2) additional one (1) year terms. Payment of one half of annual rent shall

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be made on or before April 1st and the remaining one half the annual rent by November 1st of each crop season, with notice of intent to exercise options to extend lease for one year period, to be submitted to the County Commissioners in writing by October 15th preceding the crop year for extension. The lease shall be for the use of land for crop purposes and does not provide for use of buildings, utilities or pasturing livestock.

Proposal blanks may be obtained from Delaware County Facilities Management, 1405 US Rte 23 North, Delaware, Ohio during normal business hours, or off the internet at <http://www.co.delaware.oh.us> under the heading Current Bids.

Proposals will be opened and considered offers. A cash lease will be negotiated according to the discretion of the Board of Commissioners in the best interests of Delaware County. The Commissioners reserve the right to reject any and all proposals, to waive any irregularities or informalities on each.

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

RESOLUTION NO. 11-1327

IN THE MATTER OF APPROVING THE SUPPORT SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND HONEYWELL BUILDING SOLUTIONS FOR AUTOMATION SERVICES FOR THE DELAWARE COUNTY FACILITIES-JAIL DDC UPGRADE:

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

Whereas, The Maintenance Supervisor Recommends approval of the services agreement between The Delaware County Board Of Commissioners and Honeywell Building Solutions for Automation Services for the Delaware County Facilities-Jail DDC Upgrade;

Now Therefore Be It Resolved, That The Delaware County Board Of Commissioners approve the services agreement with Honeywell Building Solutions for Automation Services for the Delaware County Facilities-Jail DDC Upgrade.

**Service
Automation Services
Technology Update and Support Services**

Honeywell Enterprise Buildings Integrator (EBI)

Protect the system that protects your enterprise—your people, your process, your property. This comprehensive offering for Honeywell Enterprise Buildings Integrator (EBI) and Digital Video Manager (DVM) provides the expertise and responsive support you need to maintain your vitally important building systems and business operations at peak performance.

Computers, software and networking technology are advancing at a rapid rate. What was state of the art last year is old news this year. As the industry's leading building integration platform, your EBI and DVM systems will always be optimized under the Technology Update and Support Services program. When Honeywell releases new software improvements you receive the improvements and the benefits. And, if you choose, Honeywell will refresh your hardware to keep your system current with the latest technology.

Program at a glance:

- **System Performance:** Automatic upgrades of the latest software will be provided. New features, new technology and new capabilities will keep your system not only operating at peak efficiency, but on the leading edge of advances in the industry.
- **Preventive Maintenance:** Required diagnostic and system evaluation tasks will be performed to keep your system operating at optimum efficiency. A skilled Honeywell service technician will use the latest, most advanced tools to assure state-of-the-art performance of your system.
- **Customer Responsiveness:** You'll receive prompt, responsive service from an experienced and knowledgeable technician. Being able to quickly dispatch the right technician with all the information needed ensures unsurpassed service quality.
- **Hardware Refresh:** Honeywell will refresh your PC hardware (Servers and Stations) to stay current with the industry's latest technology advancements, There is no need to budget capital for new computer technology.
- **Component Replacement:** Honeywell assumes the risk and responsibility for the repair and replacement of failed components and parts covered under the agreement. You can plan a budget and feel comfortable that there will be no surprises.
- **Operator Training:** People are the vital links in the successful operation of your Enterprise systems. Operator and administrator training are available on a regularly scheduled basis in a centrally located classroom environment or in the convenience of your own facility.
- **Annual Service Review:** Honeywell will thoroughly review with you the services provided under this agreement. We will discuss the work performed, answer questions, and offer additional advice on value-added solutions to meet your ever-changing requirements.

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Honeywell Proposal
Honeywell Building Solutions
Service Agreement

Project Name: Delaware County Facilities-Jail DDC Upgrade
Proposal Number: 951-100031
Date: August 18, 2011
Agreement Number: 951-03-50763
(Rev. 02/07-1)

(PROVIDER)
Honeywell Building Solutions
5025 Bradenton Ave suite E
Dublin, OR 43017

Service Location Name: Delaware County Jail
Service Location Address: 844 US Highway 42 N Delaware, OH 43015

(CUSTOMER)
Board of Commissioners, Delaware County, Ohio
1405 US Route 23 North
Delaware, OH 43015

Scope of Work
Honeywell HBS shall provide the following equipment and services ("the Work") in accordance with the attached work scope documents and terms and conditions, which form a part of this Agreement.

- | | |
|--|---|
| <i>0 Preferred Temperature Control Services</i> | <i>0 Honeywell Energy Analysis Reporting</i> |
| <i>0 Flex Temperature Control Services</i> | <i>0 Air Filter Services</i> |
| <i>0 Preferred Automation Maintenance Services</i> | <i>0 Water Treatment Services</i> |
| 0 Flex Automation Services | <i>0 Critical Parts Stocking</i> |
| <i>0 Preferred Fire Alarm Maintenance Services</i> | <i>0 Emergency Generator Services</i> |
| <i>0 Fire Alarm Test and Inspect Services</i> | <i>0 Thermography Services</i> |
| <i>0 Preferred Security System Inspect Services</i> | <i>0 In Suite Services</i> |
| <i>0 Flex Security System Services</i> | <i>0 Remote Monitoring/Radionics</i> |
| <i>0 Preferred Mechanical Maintenance Services</i> | <i>0 Indoor Air Quality Auditing Services</i> |
| <i>0 Flex Mechanical Maintenance Services</i> | <i>0 Service Management Software</i> |
| <i>0 ServiceNetrM Remote Monitoring and Control Services</i> | <i>0 FM Worksite</i> |
| <i>0 ESI Services</i> | <i>0 Honeywell Online Service</i> |
| <i>0 Site Services</i> | 0 Other/Special Provisions ELM |
| <i>0 Advanced Support</i> | <i>0 Honeywell Users Group</i> |

Contract Term
5 (five) years from the Effective Date. October 1, 2011

Contract Effective Date: October 1, 2011
Price for Year 1 Twenty-Four Thousand Three Hundred Ten dollars, (\$24,310.00)
Price for Year 2: Twenty-Four Thousand Four Hundred Eighty dollars, (\$24,480.00)
Price for Year 3: Twenty-Four Thousand Six Hundred Fifty-Two dollars, (\$24,652.00)
Price for Year 4: Twenty-Four Thousand Eight Hundred Twenty-Four dollars, (\$24,824.00)
Price for Year 5: Twenty-Four Thousand Nine Hundred Ninety-Eight dollars, (\$24,998.00)

Payment Terms: Semi-annual
0 Sales Tax will be invoiced separately
0 Use Tax is included in the Price
0 This sale is tax exempt

Renewal: The Contract Term will automatically be renewed for consecutive terms clone year unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the end of such term, or unless terminated as provided herein.

Submitted by HBS: (signature) -----
Name: Joshua S. Branham
Title: Account Executive
Date: 8/17/2011
This proposal is valid for 60 days.

Acceptance
This proposal and the pages attached shall become an Agreement in accordance with Article 13 below and only upon signature below by an authorized representative of Honeywell and Customer.

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Accepted by:
HONEYWELL INTERNATIONAL INC.
CUSTOMER: Board of Commissioners, Delaware County, Ohio

Honeywell Terms and Conditions

1. WORKING HOURS

Unless otherwise stated, all labor and services under this Agreement will be performed during the hours of 8:00am-4:30 pm. local lime Monday through Friday, excluding federal holidays. If for any reason Customer requests Honeywell to furnish any labor or services outside of the hours of 8:00a.m.-4:30 p.m. local lime Monday through Friday (or on federal holidays), any overtime or additional expenses, such as repairs or material coats not included in this Agreement, will be billed to and paid by Customer.

2. TAXES

Customer agrees to pay the amount of any new or increased taxes or governmental charges upon labor or the production, shipment, sale, installation, or use of equipment or software which become effective after the date of this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement. Customer shall provide Honeywell with a tax exemption certificate acceptable to the applicable taxing authorities.

3. PROPRIETARY INFORMATION

3.1 All proprietary information (as defined herein) obtained by Customer from Honeywell in connection with this Agreement will remain the property of Honeywell, and Customer will not divulge such information to any third party without prior written consent of Honeywell. The term "proprietary information" means written information (or oral information reduced to writing), or information in machine-readable form, including but not limited to software supplied to Customer which Honeywell deems proprietary or confidential and characterizes as proprietary at the time of disclosure to Customer by marking or labeling the same "Proprietary", "Confidential", or "Sensitive". The Customer shall incur no obligations hereunder with respect to proprietary information which: (a) was in the Customer's possession or was known to the Customer prior to its receipt from Honeywell; (b) is independently developed by the Customer without the utilization of such confidential information of Honeywell; (c) is or becomes public knowledge through no fault of the Customer; (d) is or becomes available to the Customer from a source other than Honeywell; (e) is or becomes available on an unrestricted basis to a third party from Honeywell or from someone acting under its control; (f) is received by Customer after notification to Honeywell that the Customer will not accept any further information,

3.2 Customer agrees that Honeywell may use nonproprietary information pertaining to the Agreement, and the work performed under the Agreement, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released, as long as Honeywell submits any such document or statement to Customer for its approval, which will not be unreasonably withheld.

4. INSURANCE OBLIGATIONS

Honeywell shall, at its own expense, carry and maintain in force at all times from the effective date of the Contract through final completion of the work the following insurance. It is agreed, however, that Honeywell has the right to insure or self-insure any of the insurance coverages listed below:

a. Commercial General Liability Insurance to include contractual liability, products/completed operations liability with a combined single limit of USD 5,000,000 per occurrence. Such policy will be written on an occurrence form basis;

b. if automobiles are used in the execution of the Contract. Automobile liability Insurance with a minimum combined single limit of USD \$5,000,000 per occurrence. Coverage will include all owned, leased, non-owned and hired vehicles.

c. Where applicable, "All Risk" Property insurance, including Builder's Risk insurance, for physical damage to property which is assumed in the Contract.

d. Workers' Compensation Insurance Coverage A-Statutory limits and Coverage B-Employer's Liability insurance with limits of USD \$1,000,000 for bodily injury each accident or disease.

Prior to the commencement of the Contract, Honeywell will furnish evidence of said insurance coverage in the form of a Memorandum of Insurance which is accessible at: a <http://places.honeywell.com/moi>. All insurance required in this Article will be written by companies with a rating of no less than "A-, XII" by AM. Best or equivalent rating agency. Honeywell will endeavor to provide a thirty (30) day notice of cancellation or non-renewal to the Customer. In the event that a self-insured program is implemented, Honeywell will provide adequate proof of financial responsibility. Customer shall be named as an additional insured for coverages listed in (a), (b) and (c) of this Article.

5. HAZARDOUS SUBSTANCES, MOLD AND UNSAFE WORKING CONDITIONS

5.1 Customer has not observed or received notice from any source (formal or informal) of (a) Hazardous

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Substances or Mold, either airborne or on or within the melts, floors, ceilings, heating, ventilation and air conditioning systems, plumbing system, structure, and other components of the Site, or within furniture, fixtures, equipment, containers or pipelines in a Site; or (b) conditions that, to Customer's knowledge, might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mold on or within such locations.

5.2 Honeywell Is not responsible for determining whether the Covered Equipment or the temperature, humidity and ventilation settings used by Customer, are appropriate for Customer and the Site except as specifically provided in an attached Work Scope Document.

5.3 If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by Honeywell or others and provide an unsafe condition for the performance of the work or Services, the discovery of the condition shall constitute a cause beyond Honeywell's reasonable control and Honeywell shall have the right to cease the work or Services until the area has been made safe by Customer or Customer's representative, at Customer's expense. Honeywell shall have the right to terminate this Agreement if Customer has not fully remediated the unsafe condition within sixty (60) days of discovery.

5.4 Customer represents that Customer has not retained Honeywell to discover, inspect, investigate, identify, prevent or remediate Hazardous Substances or Mold or conditions caused by Hazardous Substances or Mold.

5.5 INTENTIONALLY DELETED

5.6 Customer is responsible for the containment at any and all refrigerant stated on or about the premises. Customer accepts all responsibility for and agrees to indemnify Honeywell against any and all claims, damages, or causes of action that arise out of the storage, consumption, loss and/or disposal of refrigerant, except to the extent Honeywell has brought refrigerant onsite and is directly and solely negligent for its mishandling.

6. WARRANTY AND LIMITATION OF LIABILITY

6.1 Honeywell will replace or repair any product Honeywell provides under this Agreement that fails within the warranty period (one) 1 year because of defective workmanship or materials, except to the extent the failure results from Customer negligence, or from fire, lightning, water damage, or any other cause beyond the control of Honeywell. This warranty applies to all products Honeywell provides under this Agreement, whether or not manufactured by Honeywell. The warranty is effective as of the date of Customer acceptance of the product or the date Customer begins beneficial use of the product, whichever occurs first.

6.2 THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, AND HONEYWELL EXPRESSLY DISCLAIMS AND CUSTOMER EXPRESSLY WAIVES ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF WORKMANSHIP, CONSTRUCTION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES, EQUIPMENT, AND MATERIALS PROVIDED HEREUNDER. HONEYWELL SHALL NOT BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF INCOME, EMOTIONAL DISTRESS, DEATH, LOSS OF USE, LOSS OF VALUE, ADVERSE HEALTH EFFECT OR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING FROM, OR RELATING TO, THIS LIMITED WARRANTY OR ITS BREACH.

6.3 Honeywell makes no representation or warranty, express, implied or otherwise, regarding Hazardous Substances or Mold. Honeywell shall have no duty, obligation or liability, all of which Customer expressly waives, for any damage or claim, whether known or unknown, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services, in whole or in part due to or arising from any investigation, testing, analysis, monitoring, cleaning, removal, disposal, abatement, remediation, decontamination, repair, replacement, relocation, loss of use of building, or equipment and systems, or personal injury, death or disease in any way associated with Hazardous Substances or Mold.

7. INDEMNITY

Honeywell agrees to indemnify and hold Customer and its agents and employees harmless from all claims for bodily injury and property damages to the extent such claims result from or arise under Honeywell's negligent actions or willful misconduct in its performance of the Work required under this Agreement, provided that such Indemnity obligation is valid only to the extent (i) Customer gives Honeywell immediate notice in writing of any such claims and permits Honeywell, through counsel of its choice and Honeywell's sole cost and expense, to answer the claims and defend any related suit and (ii) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit. Honeywell is not responsible for any settlement without its written consent. Honeywell is not liable for loss or damage caused by the negligence of Customer or any other party or such party's employees or agents. This obligation shall survive termination of this Agreement. Notwithstanding the foregoing, Customer agrees that Honeywell will not be responsible for any damages caused by Mold or any other fungus or biological material or agent, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value,

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adverse hearth effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services.

8. LIMITATION OF LIABILITY

8.1 IN NO EVENT SHALL HONEYWELL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER ARISING OUT OF OR AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, MOLD, MOISTURE, INDOOR AIR QUALITY, OR OTHERWISE, ARISING FROM, RELATING TO, OR CONNECTED WITH THE SERVICES, EQUIPMENT, MATERIALS, OR ANY GOODS PROVIDED HEREUNDER.

8.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IF A PORTION OF THE SERVICES INVOLVES THE INSTALLATION AND/OR MAINTENANCE OF SYSTEMS ASSOCIATED WITH SECURITY AND/OR THE DETECTION OF AND/OR REDUCTION OF RISK OF LOSS ASSOCIATED WITH FIRE, HONEYWELL'S TOTAL LIABILITY ARISING OUT OF OR AS A RESULT OF ITS PERFORMANCE UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THIS AGREEMENT.

9. EXCUSABLE DELAYS

Honeywell is not liable for damages caused by delay or interruption in Services due to fire, flood, corrosive substances in the air, strike, lockout, dispute with workmen, inability to obtain materiel or services, commotion, war, acts of God, the presence of Hazardous Substances or Mold, or any other cause beyond Honeywell's reasonable control. Should any part of the system or any Equipment be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties or any other cause beyond the control of Honeywell, any repairs or replacement will be paid for by Customer. In the event of any such delay, date of shipment or performance will be extended by a period equal to the time lost by reason of such delay, and Honeywell will be entitled to recover from Customer its reasonable costs, overhead, and profit arising from such delay.

10. Patent Indemnity

10.1 Honeywell shall, at Its expense, defend or, at its option, settle any suit that maybe instituted against Customer for alleged infringement of any United States patents related to the hardware or software manufactured and provided by Honeywell under this Agreement ("the equipment"), provided that a) such alleged infringement consists only in the use of such equipment by itself and not as part of, or in combination with, any other devices, parts or software not provided by Honeywell hereunder, b) Customer gives Honeywell immediate notice in writing of any such suit and permits Honeywell, through counsel of its choice, to answer the charge of Infringement and defend such suit, and c) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit.

10.2 If such a suit has occurred, Or in Honeywell's opinion is likely to occur, Honeywell may, at its election and expense: a) obtain for Customer the right to continue using such equipment; b) replace, correct or modify It so that it is not infringing; or if neither a) or b) is not reasonable then c) remove such equipment and grant Customer a credit therefore, as depreciated.

10.3 In the case of a final award of damages in any such suit, Honeywell will pay such award, Honeywell will not, however, be responsible for any settlement made without its written consent.

10.4 THIS ARTICLE STATES HONEYWELL'S TOTAL LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT BY THE HARDWARE MANUFACTURED AND PROVIDED BY HONEYWELL HEREUNDER,

11. SOFTWARE LICENSE

All software provided in connection with this Agreement shall be licensed and not sold. The user of the software will be required to sign a license agreement with provisions limiting use of the software to the equipment provided under these specifications, limiting copying, preserving confidentiality, and prohibiting transfer to a third party. Licenses of this type are standard for computer-based equipment of the type covered by this Agreement. Customer shall be expected to grant Honeywell access to the end user for purposes of obtaining the necessary software license.

12. DISPUTE RESOLUTION

With the exception of any controversy or claim arising out of or related to the Installation, monitoring, end/or maintenance of fire and/or security systems, the Parties agree that any controversy or claim between Honeywell and Customer arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration in a neutral venue, conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any award rendered by the arbitrator will be final, and judgment may be entered upon It In accordance with applicable law in any court having jurisdiction thereof. Any controversy or claim arising out of or related to the Installation, monitoring, and/or maintenance of systems associated with security and/or the detection of, and/or reduction of risk of loss associated with fire will be resolved in a court of competent jurisdiction.

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13. ACCEPTANCE

This proposal and the pages attached shall become an Agreement upon signature above by Honeywell and Customer. The terms and conditions are expressly limited to the provisions hereof, including Honeywell's General Terms and Conditions attached hereto, notwithstanding receipt of, or acknowledgment by, Honeywell of any purchase order, specification, or other document issued by Customer. Any additional or different terms set forth or referenced in Customer's purchase order are hereby objected to by Honeywell and shall be deemed a material alteration of these terms and shall not be a part of any resulting order.

14. MISCELLANEOUS

14.1 This Agreement represents the entire Agreement between Customer and Honeywell for the work described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the work described herein.

14.2 None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order or other document unilaterally issued by Customer that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both Parties.

14.3 This Agreement Is governed by the laws of the State where the work is to be performed.

14.4 Any provision or parts of this Agreement held to be void or unenforceable under any laws or regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Honeywell and Customer, who agree that this Agreement shall be reformed to replace such stricken provision or parts thereof with a valid and enforceable provision that comes as close as possible to expressing the Intention of the stricken provision.

14.5 Customer may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of Honeywell. Honeywell may assign its right to receive payment to a third party.

14.6 Executed copies of the Ohio Department of Public Safety Form No, HLS 0038 2/11 (Government Business and Funding Contracts) and Delaware County Auditor's Certification (AC 5705.4110)) are attached hereto and incorporated herein.

15. COVERAGE

15.1 Customer agrees to provide access to all equipment covered by this Agreement. Honeywell will be free to start and stop all primary equipment incidentals to the operation of the mechanical, control, automation, and life safety system(s) as arranged with Customer's representative.

15.2 It is understood that the repair, replacement, and emergency service provisions apply only to the equipment included in the attached List of Covered Equipment. Repair or replacement of non-maintainable parts of the system such as, but not limited to, ductwork, piping, shell and tube (for boiler, evaporators, condensers, and chillers), unit cabinets, boiler refractory material, heat exchangers, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of Customer.

15.3 Honeywell will not reload software, nor make repairs or replacements necessitated by reason of negligence or misuse of the equipment by persons other than Honeywell or its employees, or caused by lightning, electrical storm, or other violent weather or by any other cause beyond Honeywell's control. Honeywell will provide such service at customer's request and at an additional charge. Customer is entitled to receive Honeywell's then current preferred-Customer labor rates for such services.

15.4 Honeywell may install diagnostic devices and/or software at Honeywell's expense to enhance system operation and support. Upon termination of this Agreement, Honeywell may remove these devices and return the system to its original operation. Customer agrees to provide, at its sole expense, connection to the switched telephone network for the diagnostic devices and/or software.

15.5 Honeywell will review the Services delivered under this Agreement on an annual basis, unless otherwise noted.

15.6 This Agreement assumes that the systems and/or Equipment included in the attached List of Covered Equipment are in maintainable condition, if repairs are necessary upon initial inspection or initial seasonal startup, repair charges will be submitted for approval. Should these charges be declined, those non-maintainable items will be eliminated from coverage under this Agreement and the price adjusted accordingly.

15.7 In the event that the system or any equipment component thereof is altered, modified, changed or moved, this Agreement may be immediately adjusted or terminated, at Honeywell's sole option. Honeywell is not responsible for any damages resulting from such alterations, modifications, changes or movement.

15.8 Honeywell is not responsible for maintaining a supply of, furnishing and/or replacing lost or needed chlorofluorocarbon (CFC) based refrigerants not otherwise required under this Agreement. Customer is solely

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responsible for the cost of material and labor of any such refrigerant not otherwise provided for under this Agreement at current market rates.

15.9 Maintenance, repairs, and replacement of Equipment parts and components are limited to restoring to proper working condition. Honeywell is not obligated to provide replacement software, equipment, components and/or parts that represent a significant betterment or capital improvement to Customer's systems) hereunder.

15.10 Unless otherwise specified, Customer retains all responsibility for maintaining LANs, WANs, leased lines and/or other communication mediums incidental or essential to the operation of the system(s) or equipment found included in the attached Use of Covered Equipment.

15.11 customer will promptly notify Honeywell of any malfunction in the system(s) or Equipment covered under this Agreement that comes to customer's attention.

16. TERMS of PAYMENT

16.1 Subject to Honeywell's approval of Customer's credit, Customer will pay or cause to be paid to Honeywell the full price for the Services as specified on the first page of this Agreement. Honeywell will submit Semi-annual invoices to Customer in advance for Services to be performed during the subsequent billing period, and payment shall be due within twenty (20) days after Customer's receipt of each such Invoice. Payments for Services past due more than five (5) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed. Customer will pay all attorney end/or collection fees incurred by Honeywell in collecting any past due amounts.

16.2 Price Adjustment. Honeywell may annually adjust the amounts charged for the Services provided.

17. TERMINATION

17.1 Customer may terminate this Agreement for cause if Honeywell defaults in the performance of any material term of this Agreement, or fails or neglects to carry forward the Services in accordance with this Agreement, after giving Honeywell written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, Honeywell fails to cure or perform its obligations, Customer may, by written notice to Honeywell, terminate this Agreement.

17.2 Honeywell may terminate this Agreement for cause (including, but not limited to, Customer's failure to make payments as agreed herein) after giving Customer written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, Customer fails to make the payments then due, or otherwise fails to cure or perform its obligations, Honeywell may, by written notice to Customer, terminate this Agreement and recover from Customer payment for Services performed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

17.3 Cancellation - This Agreement may be canceled at Honeywell's option in the event Honeywell equipment on Customer's premises is destroyed or substantially damaged. Likewise, this Agreement may be canceled at Customer's option in the event Customer's premises are destroyed. In the event of such cancellation, neither party shall be liable for damages or subject to any penalty, except that Customer will remain liable for Services rendered to the date of cancellation.

18. DEFINITIONS

18.1 "Hazardous substance" includes all of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a Site, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law and (b) any petroleum product, nuclear fuel or material, catenation, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCB5), and (c) any other chemical or biological material or organism, that has, is alleged to have, or is believed to have an adverse effect on human health, habitability of a Site, or the environment.

18.2 "Mold" means any type or term of fungus or biological material or agent, including mold, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing. This includes any related or any such conditions caused by third parties.

18.3 "Covered Equipment " means the equipment covered by the Services to be performed by Honeywell under this Agreement, and is limited to the equipment included in the respective work scope attachments,

18.4 "Services" means those services and obligations to be undertaken by Honeywell in support of, or to maintain, the Covered Equipment, as more fully detailed in the attached work scope document(s), which are incorporated herein.

Flex Automation Services

1.1 Scope- HONEYWELL will maintain and inspect the building automation hardware and software listed below:

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List of Covered Equipment:

Quantity	Description	Model Number	Location
1	Outdoor air sensor	C7041F2006	Jail
1	Outdoor humidity sensor	H7635C1002	Jail
1	XL 800 Plant Controller	XCL8010A	HWS
4	8 Analog input module	XFL82IA	Jail
4	8 Analog output module	XFLR822A	Jail
4	6 Relay output module	XFLR824A	Jail
4	12 Binary input module	XFL823A	Jail
18	Wall Module, w/override, network access	T7770D1000	Jail
12	XL 10 Smart VAV Controller	W7750C2001	Jail
19	6" Duct sensor	C7041132005	Jail
6	XL 10 Smart VAV Controller	W7751 F2011	Jail
1	Modulating valve actuator	MS7510A2008	RTU-1
2	Differential pressure switches	AFS-262	RTU-3 & 4
5	Duct humidity sensors	H7635132018	Jail
3	Wall module	T7770A1 006	Jail
2	XL 10 CVAHU Controller	W7750C2001	RTU-3 & 4
6	Current sensing switch	H709	Jail
2	XL 50 Controller w/MMI	XL50UMMIPC-LON	HWS-CHWS & Sally Port
6	6" Immersion sensors	C7041 02001	HWS-CHWS
6	SP Relay socket din rail mount	SH1 B-05	HWS-CHWS
6	SPDT Relay w/Light	RH16-ULAC120V	HWS-CHWS
2	12 Binary input module	XF823A	HWS-CHWS & Sally Port
1	XL 10 FPVAV Controller	W7752D1007	Sally port
1	Wall Module w temp sensor & override	TR-23	Sally port
6	Wall module w/temp sensor,override,&jack	TR-24	Sally port
8	SPDTRelays	RIBU1C	HWS-CHWS

1.2 Preventative Maintenance - Each inspection call will be

[choose either Scheduled or Customer Planned]:

[]Scheduled by a computer-scheduled service report detailing the tasks to perform, the skill levels required, and the special tools and instrumentation required to inspect the systems for optimum system performance, both from a hardware and software perspective.

Typical activities include:

- Checking software schedules against occupancy schedules
- Inspecting hardware operator - machine interface and field panels for proper operation. - Review false alarm activity
- Review trend logs
- Random sampling of temperature sensors to identify need to calibrate

[X] Customer Planned - based on coordination with the customer.

1.3 Coverage —This Agreement includes all travel, and living expenses to perform the inspection services described above for the Equipment and Software. The costs for labor and travel for repair work, emergency service, and any replacement materials are not included in this Agreement. If emergency service is required, CUSTOMER will receive a priority response and will be billed at a preferred maintenance labor rate. If necessary equipment repairs are approved, CUSTOMER will be billed on a Time-and-Material (T&M) basis, with labor costs reflecting the preferred rate.

1.4 Performance Review - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis if requested by CUSTOMER. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

1.5 Honeywell ServicePortal - HONEYWELL will provide customer access to an Internet-based application that will allow the CUSTOMER to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and includes only service performed per the HONEYWELL contract). Functionality enhancements or deletions are at the discretion of HONEYWELL.

Special Provisions

These Special Provisions are incorporated herein by reference and made a part of the Honeywell International Inc., Honeywell Building Solutions — Services Agreement No. 951-03-50763.

EBI Life-Cycle Management (ELM) Program Addendum

This document acts as an addendum to the Honeywell Building Solutions Services Agreement for the scope of work referenced.

1.1 Scope

Honeywell will provide software and hardware enhancement and support for Customer's Enterprise Building Integrator (EBI) system, which consists of Honeywell Security Manager, Honeywell Building Manager, Honeywell Life Safety Manager, Honeywell Digital Video Manager, Honeywell Asset Locator, and Honeywell

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Energy Manager. The services are more specifically described below.

List of covered Software

Quantity	Software Product Number	Version	Product Description	Location
1	EBI	R410	Excel5000 Direct & BACnet Direct	Delaware County Facilities Delaware Ohio

(If software embedded in network hardware is to be covered, include it in the List of Covered Software.)

List of Covered Hardware

N/A

1.2 Software Expansion and Application Discounts

Customers who expand their EBI software license (additional points, readers, or interfaces) or add other EBI applications (Energy Manager, Digital Video Manager, Life-Safety Manager, etc.) will receive a 20% discount on the added EBI software capacity while this service program is in affect for the customer.

1.3 Software Enhancement and Support

For software included in the List of Covered Software and originally installed by Honeywell, Honeywell will, on a scheduled basis, (a) evaluate the condition of the software, (b) apply any available updates and upgrades that are applicable to the software (third-party software only after it has been qualified by Honeywell) and that have not been previously applied, (c) perform a system back-up, and (d) save the back-up files.

For the same software, Honeywell will apply critical software updates as they become available (third-party software only after it has been qualified by Honeywell). Critical software updates are updates that correct a problem that substantially compromises the overall system operation or security.

Customer shall not install any software on systems covered by this addendum without Honeywell's written approval. This addendum does not include any services on software installed by others, and Honeywell will not be liable for any damage to any such software installed without Honeywell's written approval that results from these services.

1.4 Quarterly Maintenance and System Evaluation

Honeywell will perform maintenance and system performance evaluation. Customers must allow Honeywell service personnel remote access of the EBI system and an approved remote access configuration must be provided as part of the EBI software installation.

1.5 Ancillary Services

Where selected, Honeywell will also provide the following services:

Software Help Desk Support [X] Included

1.1. Honeywell will provide to Customer, by telephone, technical assistance consultation services related to Honeywell control systems and fire and security systems, using data available at Honeywell's Technical Assistance Center (the "Consultation Services").

1.2 The Consultation Services will be provided through Honeywell's Technical Assistance Center and may be accessed at (800) 736-9391, or any alternative telephone number that Honeywell shall provide in writing. The Consultation Services will be available between 8:00am and 5:00pm Central Time on all business days, but excluding holidays recognized by Honeywell.

1.3 Honeywell will respond to a Consultation Services Call within 2 hours during a normal business day as defined in section 1.2. A Consultation Services Call that is unresolved by the end of a business day will be continued on the next business day.

1.4 Unless stated in this contract otherwise, supported will be limited to 25 hours per year. Support request beyond 25 hours will be billed at an additional rate.

1.5 The individual(s) seeking support at the customer site must be formally trained on operating their EBI system. Customer agrees to provide Honeywell remote connectivity to their EBI system for support to be provided.

Remote OS Optimization, Tuning, & Health Check [] Included
Semi-annually, Honeywell will remotely perform a system optimization survey and health check of the EEI system, and provide database and OS tuning. Customer agrees to provide Honeywell remote connectivity to their EBI system for support to be provided.

Annual Operator and System Administrator Training [] Included
This scope covers tuition cost for five days of Honeywell-provided EBI curriculum classroom training at a Honeywell training center. The scope covers tuition for a single attendee to the training, unless specified below. This scope covers only class tuition - and excludes travel and room/board for the session.
Number of Individuals covered under tuition scope:-----

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Annual Honeywell User's Group Conference Attendee Fee [] Included
The Honeywell User Group (HUG) / Training Service Contract provides for two seats (attendees) at the Honeywell Users Group event (includes registration fee, training materials, etc.) and hotel and tax for up to 5 nights per person at the designated conference hotel (or alternate if less expensive). Hotel incidentals, additional meals, companion events, etc. are the customer's responsibility. This event is typically held in Phoenix, Arizona in June. Airfare and / or other transportation to and from event are not included. The HUG / Training Service Contract also provides for attendance to three on line web-based training sessions by Honeywell Subject Matter Experts (SMEs) per calendar year.

Software / Hardware Upgrade Program [X] Included
This scope covers an upgrade of certain software to the then-current versions as more specifically described in the attached Scope of Work document in attached Schedule 1, and also includes certain hardware upgrades as specifically described on attached Schedule 1. Upgrade Program details are as follows:

- 1.1. On the Effective Date of the Service Agreement, Customer will begin participating in the Upgrade Program and will continue participating for the period of the Service Agreement, unless Customer or Honeywell exercises the buyout option described in 1.3 below.
- 1.2. The total and annualized cost of participation in the Upgrade Program is described in the amortization table in attached Schedule 2. The annualized cost of participation will be included on page 1 of the Service Agreement.
- 1.3. If Customer or Honeywell wishes to terminate its participation in the Upgrade Program for any or no reason, Customer or Honeywell must pay the applicable early termination fee described in the attached Schedule 3. Customer's or Honeywell's termination of participation in the Upgrade Program (and payment of the early termination fee) will not terminate this Addendum or the Service Agreement.
- 1.4. Any termination of the Service Agreement for any or no reason will automatically result in termination of this Addendum and the termination of Customer's participation in the Upgrade Program, subject to the early termination fees described in 1.3 above.

1.6. Effect of Addendum on Service Agreement
Unless otherwise modified in this Addendum, the Service Agreement will remain unchanged

SCHEDULE 1 TO UPGRADE PROGRAM (Scope of Work)
INTENT OF THIS SCOPE

The intent of this scope is to upgrade selected pneumatic controls currently under the Honeywell Service Maintenance Agreement to a more energy efficient and user friendly building management system. This scope also covers integrating an obsolete Talon control system into the new Honeywell EBI system by utilizing most Talon end devices and replacing Talon controllers with Honeywell Excel-800, Excel-50, and Excel-10 controllers.

BASE BID

- [I] EBI Front End
- LON to Ethernet router.
- Integration into new work station (owner provided) and existing front end computer.
- New EBI building manager software and graphics.
- [1] Building Controller
- Honeywell Excel 800 controller
- [1] Complete Engineering/Graphics/Software
- EBI Front end engineering
- Design review with owner before installation begins
- Graphics will be reviewed with owner prior to creation and or installation.
- Complete set of record drawings
- (4) Hard copies
- (2) Electronic copies
- [1] Owner Training
- 24 Hours of owner training to be spread out over the project.
- Training to be scheduled at owner's convenience in minimum 4 hour increments.
- [1] AHU-6
- Replace existing Talon controllers with new Excel 800 I/O's.
- Re-use existing end devices.
- All programming, graphics, and point-to-point check out.
- [4] RTU-1
- Replace existing Talon controller with new Excel 800 I/O's.
- Re-use existing end devices on RTU-1.
- Replace space temperature sensor for RTU-1.
- Replace existing 2-way 2-position hot water valve actuator with a modulating actuator.

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- All programming, graphics, and point-to-point check out.
- [1]HWS
 - Replace existing Talon controllers with new Excel 800 I/O's.
 - Re-use existing end devices.
 - All programming, graphics, and point-to-point check out.
- [12]FPVAV Box
 - Replace existing Talon controllers with new Excel-i0 controllers.
 - Re-use existing end devices.
 - Replace space temperature sensor.
 - All programming, graphics, and point-to-point check out.
- [6] CV Box
 - Replace existing Talon controllers with new Excel-10 controllers.
 - Re-use existing end devices.
 - Replace space temperature sensor.
 - All programming, graphics, and point-to-point check out.
- [1] HWS-CHWS
 - Replace existing pneumatic controls with new Excel-50 controller.
 - Replace pneumatic valve actuator with electronic modulating actuator.
 - Replace all end devices.
 - Combustion air control.
 - All programming, graphics, and point-to-point check out.
- [2] RTU-2 & 3
 - Replace existing Talon controllers with new Excel 800 controllers.
 - Re-use existing end devices on RTU-2 & 3.
 - Replace space temperature sensor for RTU-2 & 3.
 - Add filter differential pressure switch for RTU-3.
 - All programming, graphics, and point-to-point check out.
- [1] RTU-4
 - Replace existing Talon controllers with new Excel 800 controllers.
 - Re-use existing end devices on RTU-4.
 - Replace space temperature sensor for RTU-4.
 - Add filter differential pressure switch for RTU-4.
 - All programming, graphics, and point-to-point check out.
- [1] Sally Port Controls
 - Replace existing Talon controllers with new Excel 50 I/O's.
 - Re-use existing end devices.
 - All programming, graphics, and point-to-point check out.
- [1] FPVAV Box
 - Replace existing Talon controllers with new Excel-10 controller.
 - Re-use existing end devices.
 - Replace space temperature sensor,
 - All programming, graphics, and point-to-point check out.

SCHEDULE 2 TO UPGRADE PROGRAM (Amortization Table)

Total Upgrade Project Cost:	\$78,195.00
Downpayment	
Service Contract Funded Amount	\$78,195.00
Year 1 Cost for Upgrade Project:	\$15,639.00
Year 1 Cost for ELM	\$ 3,022.00
<u>Year 1 Cost for Maintenance Agreement:</u>	<u>\$ 5,649.00</u>
Total Year 1 Cost:	\$24,310.00
Year 2 Cost for Upgrade Project:	\$15,748.00
Year 2 Cost for ELM	\$ 3,043.00
<u>Year 2 Cost for Maintenance Agreement:</u>	<u>\$ 5,689.00</u>
Total Year 2 Cost:	\$24,480.00
Year 3 Cost for Upgrade Project:	\$15,859.00
Year 3 Cost for ELM	\$ 3,065.00
<u>Year 3 Cost for Maintenance Agreement:</u>	<u>\$ 5,728.00</u>

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Total Year 3 Cost:	\$24,652.00
Year 4 Cost for Upgrade Project:	\$15,970.00
Year 4 Cost for ELM	\$ 3,086.00
Year 4 Cost for Maintenance Agreement:	\$ 5,768.00
Total Year 4 Cost:	\$24,824.00
Year 5 Cost for Upgrade Project:	\$16,082.00
Year 5 Cost for ELM	\$ 3,108.00
Year 5 Cost for Maintenance Agreement:	\$ 5,809.00
Total Year 5 Cost:	\$24,998.00

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

RESOLUTION NO. 11-1328

IN THE MATTER OF APPROVING THE AMENDMENT TO THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND ATRIUM PERSONNEL AND CONSULTING SERVICES:

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

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

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following amendment:

Amendment to Contract
For
Purchased Professional Services
Amendment NO. 1

This amendment, effective December 1, 2011, is to amend the Contract for Purchased Professional Services between the Delaware County Department of Job and Family Services, a department of the Delaware County Commissioners, and Atrium Personnel and Consulting Services, entered on the first day of January, 2011.

Article III. Payment of Fees: Changes the amount reimbursable under the contract from \$20,000 to \$22,000.

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

RESOLUTION NO. 11-1329

IN THE MATTER OF APPROVING THE AMENDMENT TO THE PROGRAMMATIC AGREEMENT FOR COORDINATION BETWEEN DELAWARE COUNTY AND THE OHIO HISTORIC PRESERVATION OFFICE:

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

WHEREAS, on October 31, 2011, the Board of Commissioners (the “Board”) adopted Resolution No. 11-1270, approving the amendment to the programmatic agreement with the Ohio Historic Preservation Office (“OHPO”); and

WHEREAS, upon submission to OHPO, the amendment was not accepted due to changes to the state-approved form; and

WHEREAS, the Director of Economic Development recommends rescinding Resolution No. 11-1270 and approving the corrected version of the amendment;

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

Section 1. The Board hereby rescinds Resolution No. 11-1270.

Section 2. The Board hereby approves the following Amendment to the Programmatic Agreement for Coordination between Delaware County and the OHPO:

Amendment to
Programmatic Agreement for Coordination
between

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**Delaware County
and the
Ohio Historic Preservation Office
for the
Administration of Programs Using HUD Allocated Funds with Delegated Review Responsibilities
Authorized Under 24 CFR Part 58**

WHEREAS the Agreement was executed on January 2010; and

WHEREAS stipulations are being updated to provide increased clarity, add exempt activities, insert required administrative provisions, and extend the expiration date until December 31, 2014; and

WHEREAS Delaware County will send a copy of this executed amendment to the ACHP; and

NOW THEREFORE, in accordance with Stipulation X of the Agreement, the Signatories of the Agreement agree to amend the Agreement as follows:

1. Amend Stipulation II.B.1.e so it reads as follows:
 - e. Mortgage refinancing or purchasing of a property where no change in use, new construction, or rehabilitation will occur.
2. Amend Stipulation II.B.2 so it reads as follows:
 2. Site Work
 - a. Repair, line painting, paving, resurfacing, and maintenance of existing streets, roads, alleys, parking lots, sidewalks, curbs, ramps, and driveways where no change in width, surfaces, or vertical alignment to drainage is to occur.
 - b. Maintenance and repair of existing landscape features, including planting, fences, retaining walls, and walkways.
 - c. Installation of exterior lighting for individual properties, including parking lots, sidewalks, and freestanding yard lights, but excluding lighting types that are to be attached to a historic building greater than fifty years old. This exemption is not meant to include street lighting that will serve multiple properties.
 - d. Repair, maintenance, or direct replacement of existing residential water and sanitary sewer service connections within the previously excavated trench.
3. Amend Stipulation II.B.3.b so it reads as follows:
 - b. Repair of porches, cornices, exterior siding, doors, windows, balustrades, stairs, or other trim as long as any new materials matches existing features in composition, design, color, texture, and other visual and physical qualities.
4. Amend Stipulation II.B.4.a so it reads as follows:
 - a. Repair of existing basement floors or the installation of new basement floors
5. Amend Stipulation X so it reads as follows:
 - X. Amendment & Duration, Termination
 - A. At the request of either party, this Agreement may be reviewed for amendment or termination at any time. This Agreement may be amended when the terms of modifications are agreed to in writing by all signatories. The amended Agreement will be effective on the date a copy of the amendments signed by all of the signatories is filed with the ACHP.
 - B. This Agreement will continue in full force until December 31, 2014 and will be reviewed for modifications, renewal, or termination before this date has passed.
 - C. This Agreement may be terminated at the request of any signatory, after giving a thirty-day written notice of their intent to the other signatories. If this Agreement is terminated, then the grantee will be responsible for following the standard consultation process required at 36 CFR Part 800.
6. Add new Stipulation XI:
 - XI. Emergencies
 - A. In the event that the grantee determines that a project must be completed on an emergency basis due to an imminent threat to life or property, the grantee may set aside the timeline established in Stipulation III to facilitate expedited review by the SHPO.

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1. The grantee will submit a request for an expedited review time of five business days, including the following documentation:
 - a. The address of the property and the nature of the emergency
 - b. Recent photographs of the property
 - c. A signed copy of any local order compelling immediate action
 - d. An Ohio Historic Inventory Form or other documentation regarding the National Register eligibility of the affected property
2. The SHPO shall promptly notify the grantee of its concurrence with the grantee’s effect determination or may request additional information.

Execution of this Amendment to the Agreement by the grantee and SHPO and implementation of its terms evidence that the grantee has taken into account the effects of its undertakings on historic properties and afforded the ACHP an opportunity to comment.

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

RESOLUTION NO. 11-1330

**IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE CASE MANAGER
III/ADMINISTRATIVE HEARING OFFICER FOR THE CHILD SUPPORT ENFORCEMENT
AGENCY:**

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

Whereas, the Director of Administrative Services recommend the Job Description for the Case Manager III/Administrative Hearing Officer for the Child Support Enforcement Agency;

Therefore Be it Resolved, the Board of Commissioners approve the Job Description for the Case Manager III/Administrative Hearing Officer for the Child Support Enforcement Agency;

**DELAWARE COUNTY
Child Support Enforcement Agency**

TITLE: Case Manager III/Administrative Hearing Officer

JOB OBJECTIVES: Individual serves the public through effective implementation of federal/state regulations and agency practices to help families receive the support they deserve. Individual is responsible for working with both parents to establish and enforce support orders and conduct administrative hearings. Individual reports to the Enforcement Supervisor.

ESSENTIAL JOB FUNCTIONS:

Case Manager:

- Accepts and processes IV-A, IV-D, and IV-E applications, interstate request, and court orders and determines appropriate action, e.g. establishment of paternity, location of absent parent, establishment of support orders, modifications and enforcement of existing support orders.
- Monitors assigned caseload to determine and complete appropriate actions. This includes investigations to obtain information about participants including location, employment, etc.
- Enforcement is completed by utilizing a number of tools including, but not limited to, letters, withholdings orders, license suspension, liens, seizing of bank accounts, civil and criminal court actions, attaching tax refunds and lump sums, and passport denial.
- Establishment is completed by utilizing a number of tools including, but not limited to, face to face interviews, genetic testing, and administrative support hearings.
- Monitors and processes data in accordance with local and state policy in the Support Enforcement Tracking System (SETS). This includes data entry, alerts, monthly reports, etc;
- Communicates professionally and effectively with clients, employers, and community partners to respond to inquiries and provide needed information/education; and
- Pursues appropriate legal actions for establishment and enforcement, including, but not limited to, requests for legal action, calculations of court orders to verify account balances, verification of service of process, preparation of case summary, court testimony, review of resulting court order, completion of necessary follow up, etc.

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Administrative Hearing Officer:

- Prepares for and conducts quasi-judicial administrative hearings, renders a written opinion and final decision based on presentations of facts and processes new orders or makes appropriate referrals and refers for judicial adoption;
- Reviews case files, prepares paperwork, researches, analyses and applies relevant regulations, policies and laws and gathers factual information for hearings;
- Coordinates hearing schedule and arranges for the appearance of all trial participants;
- Ensures that all involved parties' right to due process is afforded, maintains orderly proceedings, elicits testimony from witnesses, reviews and assesses testimony and evidence; and
- Applies appropriate program regulations and/or state and federal laws to administrative hearing process; and
- Other duties as assigned by the supervisor.

NON-ESSENTIAL JOB FUNCTIONS:

- Participate in outreach and education programs; and
- Attends various external training sessions, conferences, and workshops.
- Performs related Essential and Non-Essential functions as needed.

I. JOB REQUIREMENTS AND DIFFICULTY OF WORK

Equipment: Individual uses the following equipment: computer, printer, scanner, fax machine, calculator, telephone, and copier.

Critical Skills/Expertise:

- Ability to operate computers and related software;
- Ability to communicate professionally and effectively, both orally and in writing;
- Ability to read and understand Court orders or other technical documents;
- Ability to analyze information, perform calculations and draw sound conclusions;
- Ability to organize large volumes of paperwork and maintain files;
- Ability to organize and prioritize work assignments, multi task with accurate refocus;
- Ability to work independently and/or as part of a team;
- Ability to correctly utilize basic math and accounting concepts and skills;
- Ability to conduct thorough investigations and clients interviews, with consideration for culturally diverse populations;
- Ability to define and solve problems, collect data, establish facts, draw valid conclusions using judgment, and analytical skills;
- Ability to work effectively and de-escalate with clients who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within reasonable range of constructive behaviors;
- Ability to work under pressure, and to set and achieve goals;
- Ability to define new and innovative child support ideas, sharing with supervisor and staff as appropriate;
- Ability to effectively type, edit, and proofread work;
- Ability to effectively use SETS and CRISE;
- Ability to maintain confidentiality;

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- Ability to adhere to Agency and County policies; and
- Ability to understand the required standards as outlined by the Ohio Administrative Code and the Ohio Revised Code.

Job Standards: Juris Doctorate or Masters Degree in Public Administration, Business Administration, Social Work or related field preferred. Bachelor’s degree in Business, Criminal Justice, Social Work or related field combined with two (2) years related work experience required. Must possess a valid Ohio Drivers License and acceptable driving record. Must meet and maintain qualifications for driving on county business at all times. Must maintain required licensures and certifications as a continued condition of employment.

II. DIFFICULTY OF WORK

Work consists of complex, varied, standardized and non-standardized tasks requiring application of numerous laws, rules, regulations, and procedures. Judgment and discretion is needed in extensively adapting and making significant compromises to fit unusual or complex situations. Procedures must be developed for implementing changes at the local level.

III. RESPONSIBILITY

Supervisor provides general guidance allowing the individual the ability to plan the procedures and methods to attain objectives. Individual makes choices or decisions without supervisory input on most daily activities, such as conducting administrative hearings, scheduling appointments, establishing priorities, making referrals to other agencies, and forming collaborative relationships with other service providers. Individual is responsible in maintaining communications between the public, office staff case managers and other agencies and makes major contributions involving authoritative application of agency policy in complex and important matters. Errors in work result in disruptions in work of others to correct and may cause substantial inconvenience to the public or client that would tarnish the offices credibility and mislead the public. Errors may also lead to lawsuits against the County.

IV. PERSONAL WORK RELATIONSHIPS

Individual has direct contact with clients, co-workers, other county partners, law enforcement, other county CSEA and the general public. The purpose of these contacts is to respond to clients inquires, obtain guidance and direction, monitor work progress, coordinate service and research employment issues in order to effectively enforce child support. These contacts also involve cooperative problem solving and persuasion to gain concurrence in controversial situations.

V. PHYSICAL EFFORT AND WORK ENVIRONMENT

Physical Requirements: Individual performs sedentary work that may require lifting up to fifteen (15) pounds occasionally.

Physical Activity: Individual performs the following physical activities: crouching, reaching, walking, lifting, manual dexterity, grasping, talking, hearing, and repetitive motions.

Visual Activity: Individual performs work where the seeing job is close to the eyes.

Job Location: Individual works inside with no exposure to adverse environmental conditions.

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

RESOLUTION NO. 11-1331

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Job and Family Services recommends hiring Ashley Keller as a Social Services Worker III; effective November 28, 2011;

Therefore Be It Resolved, the Board of Commissioners approve hiring Ashley Keller as a Social Services Worker III; effective November 28, 2011.

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

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner O’Brien
-Budget Hearings

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Commissioner Thompson
-Friday’s Veterans Celebration Event

Commissioner Stapleton
-Friday’s Veterans Celebration Event
-Happy Birthday Bev O’Brien, Receptionist

There being no further business, the meeting adjourned.

1:30PM WORK SESSION

1) Angela Thomas, Acting Director of Job And Family Services
-Presentation On Workforce Participation Requirements

2) Delaware County Historical Society
-Supplemental Request

3) Jon Melvin, Facilities Supervisor
- Retail Electric Savings

Ken O’Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners