

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 17, 2012**

---

**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. 12-929**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 13, 2012:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on September 13, 2012; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

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

**PUBLIC COMMENT**

**PHIL TERRY, GENERAL MANAGER DELAWARE COUNTY FAIR; WELCOMES THE COMMISSIONERS TO THE FAIR. GREAT FIRST TWO DAYS.**

**ELECTED OFFICIAL COMMENT**

**HONORING THE 28TH LITTLE BROWN JUG WALL OF FAME RECIPIENT**

**HONORING THE 28TH LITTLE BROWN JUG 2012 JOSEPH NEVILLE AWARD WINNER**

**THE DELAWARE GENERAL HEALTH DISTRICT  
REPORT ON INFLUENZA A VARIANT H3N2v (SWINE FLU) AND  
PRECAUTIONS TO PREVENT HUMAN CASES**

**RESOLUTION NO. 12-930**

**IN THE MATTER OF PROCLAIMING SEPTEMBER 22, 2012, AS "FALLS PREVENTION AWARENESS DAY" IN DELAWARE COUNTY:**

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

**Falls Prevention Awareness Day 2012**

WHEREAS, an estimated 9.6 percent of Delaware County citizens – about 17,000 people -- are 65 years of age or older; and

WHEREAS, it is estimated that in any year, one third of persons over the age of 65 will suffer a fall, and those who fall are two to three times more likely to fall again; and

WHEREAS, falling, and the fear of falling, can lead to depression, hopelessness, loss of mobility, and loss of functional independence; and

WHEREAS, fall related Emergency Room visit and hospitalization rates for Delaware County citizens 65 years and older were higher than rates for all other injuries combined; and

WHEREAS, the Centers for Disease Control and Prevention report that 2.2 million Americans were injured in falls in 2009, and more than 581,000 were hospitalized; and

WHEREAS, falls cause cuts and bone fractures, and are the largest cause of traumatic brain injuries which can lead to death. Every 29 minutes, a person 65 or older dies from fall injuries; and

WHEREAS, injuries from falls are a largely preventable community health problem which individuals can avoid

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 17, 2012**

---

through exercise, medication management, vision corrections, elimination of home tripping hazards, and calcium and Vitamin D intake, all of which are addressed in the Delaware General Health District's "A Matter of Balance" Falls Prevention classes; and

WHEREAS, the Delaware General Health District also helps to keep older adults independent and safe in their own homes with home safety assessments conducted by staff members specially trained to identify and eliminate falling hazards; and

WHEREAS, the Stepping Up to Prevent Falls of Delaware County Coalition, including more than 24 organizations from across the County, is working to increase awareness of this preventable health hazard, and encourages Delaware County residents to take steps to protect those who are at increased risk of falling;

NOW THEREFORE, the BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO, joins the Delaware General Health District, the Stepping Up to Prevent Falls of Delaware County Coalition, and the National Council on Aging in proclaiming Saturday, September 22, 2012, as "FALLS PREVENTION AWARENESS DAY" in Delaware County, and urges all citizens to help seniors enjoy active, independent lives by preventing falls and injuries.

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

**RESOLUTION NO. 12-931**

**IN THE MATTER OF RECOGNIZING AND SUPPORTING SEPTEMBER 2012 AS FOOD SAFETY EDUCATION MONTH:**

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

**Food Safety Education Month 2012**

WHEREAS, foodborne illnesses strike one in six Americans each year, causing 48 million bouts with vomiting and diarrhea, more than 128,000 hospitalizations and 3,000 deaths, according to the Centers for Disease Control and Prevention and [foodsafety.gov](http://foodsafety.gov);

WHEREAS, foodborne illnesses cost the U.S. \$51 billion a year in missed work time and productivity losses, medical costs, and mortality, according to Ohio State University research. Adding pain and suffering raises the cost to nearly \$78 billion a year;

WHEREAS, older adults, pregnant women, young children, and persons with weakened immune systems are the most vulnerable to foodborne illnesses;

WHEREAS, foodborne illnesses are most often caused by viruses such as Norovirus and harmful bacteria such as Salmonella, Shigella, and E. coli, which can grow very rapidly unless proper food handling, cleaning, and storage steps are taken;

WHEREAS, the Delaware General Health District's staff works behind the scenes every day in more than 700 local restaurants, grocery stores, and other food establishments to protect Delaware County's residents from foodborne illnesses;

WHEREAS, September 2012 has been designated Food Safety Education Month by our partners with the National Restaurant Association, with the theme "Be Safe – Don't Cross Contaminate." Cross contamination occurs when viruses and bacteria, such as those in uncooked meats, come into contact with other foods via cutting boards, counters, utensils or unwashed hands.

Therefore, BE IT RESOLVED, that the Board of Commissioners of Delaware County joins the Delaware General Health District in support of Food Safety Education Month and encourages all citizens to protect themselves from foodborne illnesses by always following the Fight BAC! Campaign's four steps to food safety: Clean, Separate, Cook, and Chill.

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

**RESOLUTION NO. 12-932**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0914, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0914 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0914:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0914, memo transfers in batch numbers MTAPR0914, Procurement Card Payments in batch number PCAPR0914 and Purchase Orders as listed below:

COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 17, 2012

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
Public Defender	Attorney Services	10011202-5301	\$480,000.00
Rosemont Center	Residential Treatment	22511607-5342	\$ 5,000.00
Rosemont Center	Residential Treatment-amendment	22511607-5342	\$ 12,553.00
Trophy Industrial	OECC Blower	66211903-5328	\$ 8,000.00
Xylem Water	OECC Mixers	66211903-5328	\$ 14,999.00

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

**RESOLUTION NO. 12-933**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Economic Development Department is requesting that Gus Comstock attend, an International Economic Development Council Event, in Huston, Texas September 30 thru October 4, 2012; at the cost to the county of \$100.00 (Economic Development Funds).

The EMS Department is requesting that Rob Farmer attend an International Association of Emergency Medical Services Chiefs Leadership Summit Update in Washington DC October 25-29, 2012, at the cost of \$1,837.50 (10011303-5305).

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

**RESOLUTION NO. 12-934**

**IN THE MATTER OF SCHEDULING A SPECIAL COMMISSIONERS' SESSION FOR MONDAY OCTOBER 8, 2012 AT 1:00PM FOR ADJOURNING INTO EXECUTIVE SESSION TO CONSIDER PENDING OR IMMINENT LITIGATION:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve scheduling a Special Commissioners' Session for Monday October 8, 2012, at 1:00PM for adjourning into executive session to consider pending or imminent litigation.

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

**RESOLUTION NO. 12-935**

**IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONERS, DAVID W. FISHER, REQUESTING ANNEXATION OF 43.88 ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF POWELL:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to acknowledge that on September 13, 2012, the Clerk to the Board of Commissioners received an annexation petition request to annex 43.88 acres from Liberty Township to the City of Powell.

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

**RESOLUTION NO. 12-936**

**IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:**

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

WHEREAS, pursuant to Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30<sup>th</sup>, 2004, adopted a policy for the use of County Procurement Cards. In addition, The Board of Commissioners of Delaware County by Resolution No. 11-1040 dated October 3<sup>rd</sup>, 2011, adopted amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the appointing authority for the procurement card being the Delaware County Board Of Developmental Disabilities has adopted a policy in accordance with the policy adopted by the Delaware County Board of Commissioners for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29 (F)(2).

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 17, 2012**

---

WHEREAS, the cardholders are aware of and have read the policy and are aware of the disciplinary action for misuse of the card and are aware of the responsibility associated with being a card holder and;

WHEREAS, the use of the purchasing card will follow the established procurement policy adopted by the Delaware County Board Of Developmental Disabilities and;

NOW THEREFORE BE IT RESOLVED,

1. That the Delaware County Board Of Developmental Disabilities authorizes the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

**Appointing Authority: Delaware County Board Of Developmental Disabilities**

<b>Name on Card:</b>	<u><b>Glen Tibbitts</b></u>
Office/Department:	Delaware County Board Of Developmental Disabilities
Daily spending per card:	\$24,900.00
Monthly spending per card:	\$50,000.00
Single transaction limit:	\$24,900.00
Daily number of transactions per card:	20
Monthly number of transactions per card:	100

**Department Coordinator:** **Wendy Mack**

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

**RESOLUTION NO. 12-937**

**IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:**

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

<b>FROM:</b> 29552501-5200	\$89,820.00
Developmental Disabilities/ Supplies	
<b>TO:</b> 29552501-5101	\$89,820.00
Developmental Disabilities/ Medical/Life/Workers Comp	

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

**RESOLUTION NO. 12-938**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR FAMILY AND CHILDREN FIRST COUNCIL:**

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

**Supplemental Appropriations**  
70161602-5348  
FCF Service Coordination/Client Services \$ 20,000.00

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

**RESOLUTION NO. 12-939**

**IN THE MATTER OF ACCEPTING THE AWARD FOR THE VICTIMS OF CRIME AND STATE VICTIMS ASSISTANCE GRANT (VOCA/SVAA) FOR VICTIM SERVICES:**

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

Grant #	2013VAGENE445
Source:	VOCA- Ohio Attorney General
Grant Period:	October 1, 2012 – September 30, 2013

Federal Grant Request Amount:	\$58,711.00
Local Match:	<u>\$19,570.00</u>
Total VOCA Grant Amount:	\$78,281.00

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 17, 2012**

Grant #	2013SAGENE445
Source:	SVAA- Ohio Attorney General
Grant Period:	October 1, 2012 – September 30, 2013
Federal Grant Request Amount:	\$ 2,106.00
Local Match:	\$ 0.00
Total VOCA Grant Amount:	\$ 2,106.00
Total Grant Amount:	\$80,388.00

The acceptance of the grant allows us to continue the employment of our victim services assistant and civil protection order specialist. Without either of these positions our Victim Services Unit would be unable to sustain the amount of victims and would in turn be a disservice to the people of Delaware County.

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

**RESOLUTION NO. 12-940**

**RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF AUTOMOBILES FOR THE USE OF THE COUNTY COMMISSIONERS; ANY COUNTY DEPARTMENT, BOARD, COMMISSION, OFFICE OR AGENCY; OR ANY ELECTED COUNTY OFFICIAL OR HIS OR HER EMPLOYEES:**

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new automobile to be used by the Board, by any county department, board, commission, office or agency, or by any elected county official or his or her employees, and

WHEREAS, the Board has before it a request from the Division of Environmental Services to expend county monies for the purchase of one new vehicle; and

WHEREAS, the Board participates in the Ohio Department of Transportation (ODOT) cooperative purchasing program; and

WHEREAS, the vehicle is available for purchase via the ODOT cooperative purchasing program;

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

Section 1. The Board hereby declares that a necessity exists to purchase one new vehicle for use by the Regional Sewer District, it being required to accommodate additional hauling needs of the Sewer District.

Section 2. The Board hereby declares that the make and model of such vehicle is an International 2013 8600 SBA 6x4 (RF027) for a total price of \$121,245.60.

Section 3. The Board hereby declares that the purchase or lease of said vehicle will be in accordance with ODOT ITB# 023-12 of the ODOT cooperative purchasing program, which is, by this reference, fully incorporated herein and of which the purchase order approved herein shall be made a part.

Section 4. The Board hereby approves a purchase order request for a total of \$121,245.60 to Miami Valley International Trucks, Inc. in Cincinnati, Ohio there being \$6,000 from 66611907-5450 and \$115,245.60 from 66611903-5450.

Section 5. This Resolution shall take immediate effect upon passage.

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

**RESOLUTION NO. 12-941**

**IN THE MATTER OF ACCEPTING THE AWARD OF THE 2012 OHIO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMS - EDUCATION & TRAINING GRANT FOR DELAWARE COUNTY EMS:**

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

WHEREAS, the Delaware County EMS has applied for and been awarded the 2012 Ohio Department of Public Safety, Division of EMS – Education & Training Grant (the "Grant") in the sum of \$2,500.00; and

WHEREAS, the Grant will provide funding for multiple community education programs, such as Community CPR and First Aid, and EMS Continuing Education, such as Advanced Cardiac Life Support and Trauma Life Support; and

WHEREAS, no local match funds are required for this Grant; and

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 17, 2012**

---

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio that the 2012 Ohio Department of Public Safety, Division of EMS – Education & Training Grant for Delaware County EMS be accepted.

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

**RESOLUTION NO. 12-942**

**IN THE MATTER OF APPROVING A SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND GREAT AMERICAN TITLE AGENCY TO PERFORM TITLE EXAMINATION SERVICES FOR DELAWARE COUNTY'S PARTICIPATION IN THE MOVING OHIO FORWARD GRANT PROGRAM:**

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

Whereas, the Director of the Economic Development Department recommends approving the Great American Title Agency Services Contract to perform title examination services for Delaware County's participation in the Moving Ohio Forward Grant Program;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Services Contract with Great American Title Agency.

**SERVICES CONTRACT  
TITLE EXAMINATIONS – MOVING OHIO FORWARD GRANT**

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 17th day of September, 2012 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Great American Title Agency, 6800 Lauffer Road, Building #2, Columbus, Ohio 43231 (“Contractor”) (hereinafter collectively referred to as the “Parties”).

Section 2 – Contract Administrator

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

Section 3 – Scope of Services (Work)

The Contractor shall provide title examination services in furtherance of the County's participation in the Moving Ohio Forward Grant Program (the “Program”) in accordance with the Contractor's Proposal, attached hereto and, by this reference, fully incorporated herein.

Section 4 – Compensation

The County shall pay the Contractor for the services provided as indicated in the Contractor's Proposal, provided however the total sum shall not exceed Twenty Five Thousand Dollars (\$25,000).

Section 5 – Payment

Compensation shall be paid based on invoices in accordance with the Proposal. Invoices shall be submitted to the Administrator by the Contractor on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

Section 6 – Term

This Agreement shall be in effect upon execution of this Agreement until the Program is completed or until the services have been completed, whichever occurs first.

Section 7 – Insurance

- 7.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 17, 2012**

---

- 7.4 Additional Insureds: The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 7.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements listing the additional insured as required in Subsection 7.4. 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 Agreement.

Section 8 – Liability and Warranties

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

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

Section 9 – Suspension or Termination of Agreement

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

Section 10 – Change in Scope of Work

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

Section 11 – Miscellaneous Terms & Conditions

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

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 17, 2012**

---

Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

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

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

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

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

- 11.9 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.

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

**RESOLUTION NO. 12-943**

**IN THE MATTER OF APPROVING THE SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND ENVIROHAB, LLC, TO PERFORM ASBESTOS ASSESSMENT SERVICES FOR DELAWARE COUNTY’S PARTICIPATION IN THE MOVING OHIO FORWARD GRANT PROGRAM:**

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

Whereas, the Director of the Economic Development Department recommends approving the EnviroHab, LLC, Services Contract to perform asbestos assessment services for Delaware County’s participation in the Moving Ohio Forward Grant Program;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Services Contract with EnviroHab, LLC.

**SERVICES CONTRACT  
ASBESTOS ASSESSMENT – MOVING OHIO FORWARD GRANT**

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 17<sup>th</sup> day of September, 2012 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and EnviroHab, LLC, P.O. Box 1159, Reynoldsburg, Ohio 43068 (“Contractor”) (hereinafter collectively referred to as the “Parties”).

Section 2 – Contract Administrator

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

Section 3 – Scope of Services (Work)

The Contractor shall provide asbestos assessment services in furtherance of the County’s participation in the Moving Ohio Forward Grant Program (the “Program”) in accordance with the Contractor’s Proposal, attached hereto and, by this reference, fully incorporated herein.



**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 17, 2012**

---

Section 4 – Compensation

The County shall pay the Contractor for the services provided as indicated in the Contractor's Proposal, provided however the total sum shall not exceed Twenty Five Thousand Dollars (\$25,000).

Section 5 – Payment

Compensation shall be paid based on invoices in accordance with the Proposal. Invoices shall be submitted to the Administrator by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

Section 6 – Term

This Agreement shall be in effect upon execution of this Agreement until the Program is completed or until the services have been completed, whichever occurs first.

Section 7 – Insurance

- 7.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 Additional Insureds: The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 7.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements listing the additional insured as required in Subsection 7.4. 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 Agreement.

Section 8 – Liability and Warranties

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

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

Section 9 – Suspension or Termination of Agreement

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

Section 10 – Change in Scope of Work

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

Section 11 – Miscellaneous Terms & Conditions

- 11.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 17, 2012**

---

Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.

- 11.2 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 11.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 11.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 11.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 11.7 Homeland Security: Contractor certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Contractor agrees to make such certification by completing the declaration of material assistance/non assistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.
- 11.8 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

- 11.9 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.

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

**RESOLUTION NO. 12-944**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

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

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 17, 2012**

---

The Interim Director of Delaware Communications recommends accepting the resignation of Dalina Mayes as a Telecommunicator, effective September 11, 2012;

Therefore, Be It Resolved that the Board of Commissioners accept the resignation of Dalina Mayes as a Telecommunicator, effective September 11, 2012.

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

**COMMISSIONERS' COMMITTEES REPORTS**

**Wednesday is Commissioner Tommy Thompson's 70<sup>th</sup> Birthday, Congratulations and Cake.**

There being no further business, the meeting adjourned.

---

Ken O'Brien

---

Dennis Stapleton

---

Tommy Thompson

---

Jennifer Walraven, Clerk to the Commissioners