

COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 18, 2013

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

Present:
Ken O'Brien, President
Dennis Stapleton, Vice President
Gary Merrell, Commissioner

RESOLUTION NO. 13-396

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 15, 2013:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on April 15, 2013; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 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. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 13-397

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0417 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0417:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0417, memo transfers in batch numbers MTAPR0417 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
City of Delaware	Code Compliance	10011301-5301	\$10,400.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Line Amount</u>
911- EQUIPMENT				
R1303614	HARD FIRE SUPPRESSION SYSTEMS INC	FIRE SUPPRESSION EQUIPMENT AT PRIME SITE	21411306 -5450	\$19,805.05

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

RESOLUTION NO. 13-398

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The EMS Department is requesting that Jason Sutermaster attend a DTU Training at Bowling Green State University from May 6-10, 2013, at the cost of \$829.00 (fund number 10011303).

The Juvenile/Probate Court is requesting that Judge Kenneth J. Spicer attend a 2013 OAPJ Annual Conference at Maumee Bay State Park in Oregon, Ohio from June 9-13, 2013 at the cost of \$1,109.60 (fund number 27826325).

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

RESOLUTION NO. 13-399

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**IN THE MATTER OF PROCLAIMING MAY 2013, AS MOTORCYCLE AWARENESS MONTH
IN DELAWARE COUNTY:**

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

WHEREAS, motorcycle riding is a popular form of transportation and recreation for over two hundred thousand people across the state and millions across the nation, and

WHEREAS, in an effort to make motorcycling in Ohio a safer and more enjoyable sport, motorcycling organizations from around the state are now planning a collective venture to promote Motorcycle Awareness, and

WHEREAS, Ohio is a national leader in motorcycle registrations and production, and

WHEREAS, it is especially important that the citizens of our state be aware of motorcycles on the streets and highways, and recognize the importance of motorcycle safety, and

WHEREAS, all motorcycle organizations, clubs, dealerships, groups, and highway safety officials in the state should join with the Motorcycle Ohio Program and ABATE of Ohio, Inc., in actively promoting safe operation, increased rider training, improved licensing efforts, and motorist awareness: and

WHEREAS, during this month, all roadway and highway users should unite in the safe sharing of roads throughout the State of Ohio;

NOW, THEREFORE, The Board Of Delaware County Commissioners do hereby proclaim the month of May, 2013, as

MOTORCYCLE AWARENESS MONTH

in Delaware County, and we urge all citizens to use extra caution when driving during this warm weather season, and to pay particular attention to the motorcyclists who are sharing the road.

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

RESOLUTION NO. 13-400

**IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM AFICIONADOS LLC. AND
FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO
REQUEST FOR A HEARING:**

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that Aficionados has requested a new D1, D2 permit located at 8909 S Old State Street (*South Old State Road*), Lewis Center, OH and

Whereas, the Delaware County Board of Commissioners has found no reason to file an objection,

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

RESOLUTION NO. 13-401

**IN THE MATTER OF PURCHASING RADIOS AND RELATED COMPONENTS FOR USE IN THE
COUNTYWIDE PUBLIC SAFETY COMMUNICATIONS SYSTEM:**

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

WHEREAS, the Delaware County Public Safety Systems Administrator recommends the purchase of additional radios, and related components and software, for the countywide public safety communications system; and

WHEREAS, the radios and related components are available for purchase at discounted pricing through the State of Ohio's cooperative purchasing program (the "Program"); and

WHEREAS, the Board of County Commissioners (the "Board") is a member of the Program and wishes to purchase the equipment through the Program; and

WHEREAS, pursuant to section 307.12(G) of the Revised Code, if the Board finds, by resolution, that the county has personal property that is not needed, or is unfit for public use, the Board may offer to sell the property to a

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firm from which the Board proposes to purchase new property and have the selling price credited to the firm against the purchase price of the new property; and

WHEREAS, Motorola is currently offering a promotion for trading in obsolete radios for a credit on the purchase of new radios; and

WHEREAS, the county has radios that are not needed, obsolete, or unfit for public use and qualify for the Motorola trade in promotion;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, STATE OF OHIO:

Section 1. The Board hereby approves the purchase of seventeen (17) Apex 6500 mobile radios and three (3) Apex 4500 mobile radios, and related components and software, from Motorola Solutions, Inc., a state-approved dealer under the Program, in accordance with Quote Number QU0000225066 dated April 10, 2013, at a total price of \$68,724.75.

Section 2. The Board hereby finds that the county has seventeen (17) Motorola Astro Spectra Plus mobile radios and (3) Motorola MTS 2000 that are not needed, obsolete, or unfit for public use and authorizes sale of the radios to Motorola at a price of \$400.00 per Astro Spectra Plus radio and \$200.00 per MTS 2000 radio for a total credit to the purchase price in Section 1 of \$7400.00.

Section 3. The purchase shall be in accordance with the Program, pursuant to the contract and terms and conditions set forth in Index STS073 Schedule # 573077-0, which are, 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 in the amount of \$61,324.75 to Motorola Solutions, Inc., from Fund Number 21411306.

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

RESOLUTION NO. 13-402

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. Stapleton, seconded by Mr. Merrell 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 Director of Environmental Services is recommending the purchase of one 2013 Chevrolet Silverado 3500 HD.

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 employees of the Sewer District.

Section 2. The Board hereby declares that the make and model of such vehicle is one 2013 Chevrolet Silverado 3500 HD Crew Cab with Four Wheel Drive and Reading Service Body for a total price of \$43,704.00.

Section 3. The Board hereby approves a purchase order request for a total of \$43,704.00 to Jack Maxton Chevrolet in Worthington, Ohio from 66211901-5450.

Section 4. This Resolution shall take immediate effect upon passage.

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

RESOLUTION NO. 13-403

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR SORRENTO AT HIGHLAND LAKES:

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

Whereas, the construction of new sanitary sewers at the Sorrento at Highland Lakes have been completed to meet sewer district requirements; and

Whereas, the sewer district has received the necessary items required by the subdivider's agreement; and

Whereas, the Director of Environmental Services recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Sorrento at Highland Lakes

2,424' of 8" sewer	\$290,733.00
14 each manholes	\$36,373.00
Total	\$327,106.00

Therefore be it resolved, that the Board of Commissioners approve and accept the above sanitary sewers for ownership, operation, and maintenance by the Delaware County Sewer District.

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

RESOLUTION NO. 13-404

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Job and Family Services recommends accepting the resignation of Laura Heber with the JFS Department; effective April 12, 2013;

Therefore Be It Resolved, that the Board of Commissioners accept the resignation of Laura Heber with the JFS Department; effective April 12, 2013.

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

RESOLUTION NO. 13-405

IN THE MATTER OF APPROVING THE RENEWAL OF THE PARTICIPATION AGREEMENT BETWEEN THE COUNTY RISK SHARING AUTHORITY (CORSA) AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS:

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

Whereas, the Director of Administrative Services recommends approval of the County Risk Sharing Authority (CORSA) Renewal Agreement;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the County Risk Sharing Authority (CORSA) Renewal Agreement;

Further Be It Resolved, that the Board Of Commissioners approve the Purchase Order (r1303623) and Voucher to CORSA in the amount of \$367,971.00 (from organizational Key 60111901).

**CORSA
5/1/13-5/1/14
COVERAGE ENHANCEMENTS**

ATTORNEY DISCIPLINARY ACTION

We have expanded our Attorney Disciplinary Action coverage to include all attorneys who are employees of the County. Previously our coverage extended only to the Prosecutor, Assistant Prosecutor and Magistrates. This coverage has a \$25,000 limit and provides defense costs in the event an employee has to defend a finding of probably cause as a result of a complaint or grievance filed against them for acts of misconduct. This coverage will carry a \$2500 deductible, regardless of the amount of deductible the County may have for all other coverage lines.

EMPLOYEE DISHONESTY/FAITHFUL PERFORMANCE COVERAGE DEDUCTIBLE

We are removing our deductible for employee dishonesty and faithful performance claims. The Ohio Revised Code dictates that public officials are liable for all public money received or collected by them or by their subordinates. Recently, the elected officials are being held strictly liable for the deductible if the employee cannot

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make full restitution. We are removing the deductible to eliminate the public official from having to pay it.

CLAIMS EXPENSE COVERAGE

We are adding \$1000 limit for Claims Expense Coverage which can be used for costs that are associated with establishing the existence and amount of a loss. If the Ohio Attorney General becomes involved in an investigation, they have been seeking reimbursement from the dishonest employee for their investigation, prosecution and oversight costs. If the employee cannot pay, the elected office is held liable.

**COUNTY RISK SHARING AUTHORITY
POLICY STATEMENT**

SUBJECT: LOCAL AGENCY REPRESENTATION

APPOINTMENT

Each Member shall appoint a local insurance agency to assist the member with the utilization of CORSA programs and services.

SELECTION CRITERIA

The selection of the local agency is subject to the approval of CORSA. The criteria for selecting the local agency shall include the following:

The agent, who is assigned to service the member, shall maintain a valid property and casualty insurance license issued by the Ohio Department of Insurance.

The agent, who is assigned to service the member, shall have experience with providing property and liability coverage for public entities.

If the member is a Board of County Commissioners, the agency shall maintain an office staffed with full time personnel in the member's county.

The agency shall maintain Errors and Omissions Insurance Policy with minimum limits of \$1,000,000 per occurrence.

CHANGE OF AGENTS

If a member desires to change insurance agencies, the member shall do so prior to September 1 of the current program year.

The compensation included in the program costs of a given program year shall be paid to the agency who provided information required by the renewal application applicable to the program year.

COMPENSATION

Agency compensation will be included in the CORSA program costs as a portion of the administrative expenses apportioned to each member. Agency compensation included in the program costs will be 6% of the total program costs.

AGENT DUTIES

Attend minimum of two service meetings per year with Commissioners, Facility Director, or designated contacts to review CORSA program and discuss new exposures, developments, and member needs.

Respond promptly to requests for information and questions from members. Keep CORSA staff apprised of member's questions, concerns, and needs.

Meet with member to coordinate collection of information needed for renewal application; complete and submit renewal application to CORSA.

Maintain property, equipment, and vehicle schedules.

Assist with the allocation of CORSA annual program costs to member offices and departments. Suggest alternative limits, additional coverage, and deductible options to members.

Offer coverage not provided by CORSA.

Attend Annual CORSA Renewal Meeting.

Attend CORSA Annual Meeting.

Attend CORSA Annual Agent Meeting.

Cooperate with CORSA and with its members to support the policies and goals of CORSA.

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Provide general insurance and risk management advice and information to the CORSA program and advise CORSA staff of new coverage and services available in the marketplace that would be beneficial to the CORSA program.

Keep members informed of, and encourage the utilization of, CORSA Risk Management Services.

Establish claim handling procedures, and assist with claim issues, if requested.

2013 PARTICIPATION AGREEMENT

This Participation Agreement (the "Agreement") is made between the County Risk Sharing Authority, Inc. ("CORSA"), an Ohio corporation not for profit and the County of Delaware, Ohio (the "Member"), a political subdivision of the State of Ohio, effective as of the first day of May, 2013 but actually executed on the 18th day of April, 2013.

I. RECITALS

a. The purposes of CORSA are to provide a joint self-insurance pool and to assist members, including the Member, to prevent and reduce losses and injuries to Member property and persons and property which might result in claims being made against members of CORSA, including the Member, or their employees or officers.

b. The Member wishes to avail itself of the advantages offered by CORSA to its members. Therefore, it is the intent of the Member to join with other members of CORSA, which will continue to administer a joint self-insurance pool and use funds contributed by the members to defend and indemnify, in accordance with CORSA's Articles of Incorporation, Code of Regulations policies and procedures, and coverage documents, any member of CORSA against stated liability or loss, to the limits as outlined in the coverage documents of CRSA. It is also the intent of the Member, as a member of CORSA, to have CORSA to provide continuing stability and availability of needed coverages at reasonable costs.

c. This Agreement is made pursuant to the authority granted pursuant to H.B. 875 of the 116th General Assembly, as codified in Sections 307.441, 2744.08, 2744.081 and 3955.05 of the Ohio Revised Code. The coverage provided by CORSA is not considered and does not constitute insurance under any Ohio law.

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meaning assigned to them as follows:

"Administration Costs" shall mean all costs of administering CORSA's program. "Anniversary Date" shall mean the 1st day of May of each year.

"County Home Excess Liability Fund" shall mean the fund established by CORSA to provide for the payment of general liability and professional liability losses at county homes.

"Deductible" shall mean that portion of each loss to be paid directly by the Member, or paid by CORSA and reimbursed by the Member.

"Excess Insurance" shall mean commercial insurance or reinsurance purchased by CORSA to provide all or part of the coverages shown on Exhibit A hereto.

"Insurance Costs" shall mean the Member's share, as established from time to time by CORSA, of the costs of Excess Insurance, and other insurance (if any), purchased to provide all or part of the property and liability coverages shown on Exhibit A hereto.

"Loss Fund" shall mean the total of each Member's Primary Loss Fund, Secondary Loss Fund, and County Home Excess Liability Fund.

"Primary Loss Fund" shall mean the fund established by CORSA to provide for the payment of the first level of losses in excess of the Deductible.

"Primary Loss Fund Contribution" shall mean the Member's share, as established from time to time by CORSA, of the costs of funding a primary loss fund which is a component of the joint self-insurance pool.

"Program Year" shall mean that period commencing on the Anniversary Date and each twelve-month period thereafter until the Termination Date.

"Secondary Loss Fund" shall mean the fund established by CORSA to provide for the payment of the second level of losses in excess of the Deductible.

"Secondary Loss Fund Contribution" shall mean the Member's share, as established from time to time by CORSA, of the costs of funding a secondary loss fund which is a component of the joint self-insurance pool.

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"Termination Date" shall mean April 30, 2016.

III. THE MEMBER'S OBLIGATIONS

Subject to the provisions of this Agreement regarding withdrawal and expulsion, the Member agrees to become a member of CORSA and to remain such for the term of this Agreement, and to perform the duties and obligations listed below.

The Member further agrees:

- a. To retain its membership in the County Commissioners Association of Ohio.
- b. To pay promptly all annual and supplementary contributions or other contributions and deductibles to CORSA as more fully set forth in Article VI hereof, at such times and in such amount as shall be established by the Board of Trustees. Any delinquent payment shall be paid with interest which shall be equivalent to the prime interest rate on the date of delinquency of the bank which maintains CORSA's administrative funds. Payment will be considered delinquent 30 days following the due date.
- c. To designate a voting representative and alternate in accordance with CORSA's Code of Regulations.
- d. To allow CORSA and its agents, officers and employees reasonable access to all facilities of the Member and all Member records, including but not limited to financial records, as required for the administration of CORSA.
- e. To allow attorneys designated by CORSA to represent the Member in the investigation, settlement and litigation of any claim made against the member within the scope of the coverage agreement furnished by CORSA.
- f. To cooperate fully with CORSA's attorneys, claims adjustors and any other agent, employee or officer of CORSA in activities relating to the purposes and powers of CORSA.
- g. To follow the loss reduction and prevention programs and procedures established by CORSA.
- h. To comply with the CORSA Policy Statement on Local Agency Representation, as the same is in effect from time to time.
- i. To report to CORSA as promptly as possible all incidents or occurrences which could reasonably be expected to result in CORSA being required to consider a claim against the Member, its agents, officers or employees or for casualty losses to Member property within the scope of coverages undertaken by CORSA.
- j. To report to CORSA as soon as reasonably possible the addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities or other acts which will cause material changes in the member's exposure to accidental loss.
- k. To provide CORSA annually, or more frequently if requested, with information either requested by CORSNs Excess Insurance providers or necessary to establish program costs.
- l. To participate in coverage of losses and to pay contributions as established and in the manner set forth by the Board.

IV. CORSA'S OBLIGATIONS

Subject to the provisions of this Agreement regarding the Member's withdrawal or expulsion, CORSA agrees to accept the Member as a member for the term of this Agreement, and to perform the duties and obligations set forth below.

CORSA further agrees:

- a. To carry out educational and other programs relating to risk management.
- b. To provide the coverages shown on Exhibit A, by creating, collecting funds for, and administering loss funds; by purchasing insurance policies; by making provision by other appropriate means of funding such coverages; or by employing any combination of the above methods.
- c. To establish reasonable and necessary loss reduction and prevention programs, policies, and procedures to be followed by the members.
- d. To provide risk management and claim adjustment or to contract for such services, including the defense and settlement of such claims.
- e. To have an actuarial study which determines reserve adequacy, with a report being issued that is signed by a fellow of the Casualty Actuarial Society, done on an annual basis.

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f. To have an annual audit of CORSA's financial records done by a qualified independent certified public accountant.

g. To carry out such other activities as are necessarily implied or required to carry out CORSA's purposes or the specific powers enumerated herein.

V. PROGRAM DESCRIPTION

For the term of this Agreement, CORSA intends to provide the insurance coverages shown on Exhibit A by establishing, purchasing and maintaining:

- a. a Primary Loss Fund
- b. a Secondary Loss Fund
- c. a County Home Excess Liability Fund (if applicable)
- d. Insurance coverages

The amounts necessary to fund the Primary Loss Fund, the Secondary Loss Fund, and the County Home Excess Liability Fund (if applicable) will be established annually by the Board, with the advice of its insurance and actuarial advisors. The Board also intends to purchase insurance policies to provide a portion of the coverages shown on Exhibit A.

Notwithstanding the above, the Board may modify the program structure from time to time, as to any or all members, if it determines, in its discretion, that a modification is in the best interests of the program and the members. However, any such modification will not result in a decrease in the coverages listed in Exhibit A hereto and provided to the members, unless such coverages are no longer legally available or are no longer available at a reasonable cost.

VI. MEMBER'S CONTRIBUTIONS

The Member's share of the cost of funding, operating and maintaining the joint self-insurance pool shall consist of all the following:

- a. its Deductible for each loss;
- b. its annual Primary Loss Fund Contribution;
- c. its annual Secondary Loss Fund Contribution;
- d. its annual County Home Excess Liability Fund contribution (if applicable);
- e. its annual Insurance Costs; and
- f. its annual Administration Costs.

The Member understands that the cost components set forth in items a. through f., above, represent the methods chosen as of the date of this Agreement to cover the risks specified therein, and that, during the term of this Agreement, any or all of such methods may change (for example, an insurance policy may be replaced by a debt issuance). However, it is intended that the risks presently covered shall continue to be covered, whichever method is chosen, unless such coverage is no longer legally available or is no longer available at a reasonable cost.

The Member further understands that its share of the cost has been computed by CORSA's insurance and actuarial advisors based on various factors, and that its share may change in the future if relevant factors change. However, any changes in the Member's share shall not be computed or applied in a discriminatory manner.

VII. LOSS FUND EQUITY

Subject to the provisions of Article X regarding the dissolution of CORSA, the Member's share of any Member equity in any expiring Program Year's Loss Fund will become an asset of CORSA, to be used and applied for the purposes of the program established by this Agreement as the Board directs.

The Board may from time to time make a determination as to the amount (if any) of Loss Fund equity which may be released to the Member. As to any Loss Fund equity so released, the Board may either distribute such amount in cash to the Member or apply such amount as a credit against the Member's obligations under this Agreement. The decision to make any such distribution, the form of any such distribution (e.g. cash distribution or credit against the cost of the program), and the method of determining the Member's share of any such distribution will be in the sole discretion of the Board.

VIII. TERM OF AGREEMENT: WITHDRAWAL BY MEMBER

Subject to the provisions of this Article, this Agreement shall become effective as of the 1st day of May, 2013 and shall terminate as of the Termination Date.

The Member, at its option, may terminate this Agreement and withdraw from the joint self-insurance pool on any Anniversary Date, by delivering written notice of withdrawal to CORSA at least 120 days prior to such Anniversary Date, provided that upon withdrawal, all unpaid contributions of the Member required by Article VI of this Agreement, through the year expiring on the day preceding the Anniversary Date of withdrawal, shall immediately become due and payable.

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If the Member withdraws prior to the Termination Date, it shall nevertheless remain liable for, and within 30 days of its receipt of an invoice from CORSA shall pay, all of its remaining Primary and Secondary Loss Fund Contributions through the Termination Date. Such Primary and Secondary Loss Fund Contributions for any remaining Program Years until the Termination Date are deemed to be in the same amount as the Member's Primary and Secondary Loss Fund Contributions for the year of the Member's withdrawal.

If the Member withdraws from CORSA, the Member's portion of any Loss Fund equity shall remain with and become the sole property of CORSA.

a. By a two-thirds (2/3) vote of the Board of Directors, the Member may be expelled. Such expulsion, which shall take effect sixty (60) days after such meeting, may be carried out for one or more of the following reasons, to the extent such reasons are consistent with then-current Ohio statutes or regulations:

- (i) Failure to make any payment due to CORSA.
- (ii) Failure to undertake or continue loss reduction and prevention procedures adopted by CORSA.
- (iii) Failure to allow CORSA reasonable access to all facilities and records of the Member necessary for proper administration of CORSA.
- (iv) Failure to fully cooperate with CORSA's attorneys, claims adjusters or other agent, employee or officer of CORSA.
- (v) Failure to carry out any obligation of the Member which impairs the ability of CORSA to carry out its purpose or powers.
- (vi) Any other reason permitted by Ohio statute or regulation.

b. The Member may not be expelled except after notice from the Board of the alleged failure along with the reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Member may request a hearing before the Board before any final decision; such hearing shall be held within fifteen (15) days after the expiration of the time to cure has passed. The Board shall provide all members with written notice of the hearing date at least seven (7) days prior to the hearing date. At the hearing, the Member affected may present its case. A decision by the Board of Directors to expel the Member after notice and hearing and failure to cure the alleged defect shall be final and shall take effect sixty (60) days after the decision to expel is approved by the Board. After expulsion, the Member shall be liable for any unpaid contributions, including Primary and Secondary Loss Fund Contributions, or other charges pro rata to the effective date of expulsion, and shall not be entitled to reimbursement of contributions that are to be paid or that shall become payable in the future. The Member's portion of any Loss Fund equity shall remain with CORSA.

X. DISSOLUTION

Upon the final dissolution of CORSA any funds which remain, unencumbered, after all claims and all other CORSA obligations have been paid shall be distributed only to the entities which are members of CORSA immediately prior to its dissolution. If the Member is a member of CORSA immediately prior to its dissolution, the Member's share of such remaining funds shall be determined by multiplying a fraction, the numerator of which is the total sum of Loss Fund Contributions paid by the Member pursuant to this Participation Agreement and the denominator of which is the total sum of Loss Fund Contributions paid by all entities which are members of CORSA immediately prior to its dissolution, times the amount of remaining funds.

XI. NO IMPLIED RIGHT TO CONTINUE AS MEMBER.

Nothing in this Agreement shall be construed to grant to the Member any right to continue as a Member of CORSA after the earliest of the Member's withdrawal pursuant to Article VIII of this Agreement, its expulsion pursuant to Article IX of this Agreement, or the Termination Date. CORSA reserves the right to decline to quote coverage to the Member for any subsequent term of this Agreement.

XII. NON-WAIVER OF GOVERNMENTAL OR OTHER IMMUNITY

All funds contained within the joint self-insurance pool plus earned interest are funds derived from its members which are counties, joint correctional facilities, or public authorities within the State of Ohio. It is the intent of the Member that, by entering into this Agreement, it does not waive and is not waiving any immunity provided to the Member or its employees by any law.

XIII. MISCELLANEOUS

a. Notices. All notices, approvals, consents, requests and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or mailed by first class mail, addressed as follows:

If to the Member:
Dawn Huston
Assistant County Administrator /Director of Administrative Services
Delaware County

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10 Court St. Second Floor
Delaware, Ohio 43015

If to CORSA:
County Risk Sharing Authority, Inc.
209 E. State Street
Columbus OH 43215

The Member and CORSA may, by notice given hereunder, designate any further or different addresses to which subsequent notices, approvals, consents, requests or other communications shall be sent or persons to whose attention the same shall be directed, but no such communication shall thereby be required to be sent to more than two addresses.

b. Amendments, Changes and Modifications. This Agreement may not be amended, changed, modified, altered or terminated except by an instrument in writing signed by the Member and CORSA.

c. Severability. In the event that any article, provision, clause or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, provisions or clauses.

d. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

**EXHIBIT A
(Summary of Coverages)**

1) PROPERTY

- a. Building - Contents
- b. Valuable Papers
- c. Extra Expense
- d. Electronic Data Processing Equipment
- e. Contractors' Equipment
- f. Miscellaneous Inland Marine
- g. Property In Transit
- h. Auto Physical Damage

2) GENERAL LIABILITY

3) AUTOMOBILE LIABILITY

4) LAW ENFORCEMENT LIABILITY

5) PUBLIC OFFICIALS LIABILITY

6) CRIME

- a. Employee Dishonesty Bond
- b. Money and Securities
- c. Depositor's Forgery
- d. Money Orders and Counterfeit Paper Currency
- e. Fund Transfer Fraud
- f. Computer Fraud

7) COMPREHENSIVE BOILER AND MACHINERY

Note: Please refer to binders, cover notes, and policy on file for specific limits, terms, conditions, and exclusions.

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

RESOLUTION NO. 13-406

IN THE MATTER OF SETTING DATE, TIME AND PLACE FOR A PLANNING SESSION:

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

Whereas, the Board of Commissioners and Staff plan to participate in a planning session;

Therefore be it Resolved, the Board of Delaware County Commissioners have fixed Wednesday April 24, 2013 at 8:15AM in the conference room on the 3rd floor of the Rutherford B. Hayes Services Building 140 North Sandusky Street, Delaware, Ohio 43015, as the date, time and place of the planning session for the Board of Commissioners and staff.

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 18, 2013**

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

RESOLUTION NO. 13-407

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY COMMISSIONER FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS, AND OTHER AMENITIES FOR A PLANNING SESSION:

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

WHEREAS, The Ohio Attorney General Opinion No. 82-006 addresses the issue Expenditure of Public Funds for Proper "Public Purpose", and

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

WHEREAS, the Delaware County Commissioners and staff will be attending an all day planning session and lunch and refreshments need to be provided;

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

Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of Commissioner funds in an amount not to exceed \$200.00, to assist in funding the purchase of coffee, meals, refreshments and other amenities for the planning session.

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

RESOLUTION NO. 13-408

IN THE MATTER OF AUTHORIZING A CELL PHONE ALLOWANCE FORM AND APPROVING SUPPLEMENTAL APPROPRIATIONS:

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

Whereas, the Delaware County Board of Commissioners has a cell phone policy in place for use of cell phones for official business purposes of Delaware County, and

Whereas, Commissioner Merrell is not currently enrolled in one of the cell phone use policy options;

Therefore Be It Resolved, the Delaware County Board of Commissioners authorize the cell phone allowance form for Commissioner Merrell and that the President of the Board is authorized to sign the cell phone allowance form dated May 2013;

Further Be It Resolved, the Delaware County Board of Commissioners approve the following:

Supplemental Appropriations		
10011101-5332	Commissioners Admin/Cell Phones Allowance	\$720.00

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell
-Thoughts And Concerns With The People Effected By The Boston Marathon Tragedy

Commissioner Stapleton
-No Reports

Commissioner O'Brien
-Follow up to Boston Marathon Tragedy with the Texas Fire Explosion
-Delaware EMA and TRN Committee prepare for events

RESOLUTION NO. 13-409

IN THE MATTER OF ADJOURNING INTO EXECUTIVE FOR CONSIDERATION OF PENDING OR IMMINENT LITIGATION:

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 18, 2013**

It was moved by Mr. Stapleton, seconded by Mr. Merrell to adjourn into Executive Session at 9:47AM.

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

RESOLUTION NO. 13-410

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to adjourn out of Executive Session at 10:18AM.

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

There being no further business, the meeting adjourned.

Gary Merrell

Ken O'Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners