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. 13-1217

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 21, 2013:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on November 21, 2013; 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. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 13-1218

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1122, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1122:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1122, memo transfers in batch numbers MTAPR1122 and Purchase Orders as listed below:

	<u>Vendor</u> <u>I</u>	Description	Acc	ount	A	Amount
PO Increase	e					
AEP	Utility Serv	rices	10011105-	-5338	\$ 15,0	00.00
BEEM's BP	-		10011106-	-5228	\$ 25.0	00.00
PO Decreas	e				. ,	
AEP Energy	Utility Serv	ices	10011105-	-5338	\$ 50.0	00.00
PR					, -	
Number	Vendor Name	Line Descri	ption	Line Ac	count	Amount
ADMINIST	TRATIVE- SERVICE AND CHAP	RGES				
R1306244	DATAWERKS LIMITED	EMPLOYEE DATA	BASE	10011108	8-5320	\$ 9,500.00
		SOFTWARE				
	MENTAL SERVICES-MATERIA					
R1306245	MT BUSINESS	RICOH MPC 2551S	SPF COLOR	66211901	-5260	\$ 3,544.00
D100/015	TECHNOLOGIES INC	COPIER		< < 3 11001	50 60	* • • • • • • • •
R1306245	MT BUSINESS	RICOH MPC2051S	PF COLOR	66211901	-5260	\$ 3,475.60
ENVIDONI	TECHNOLOGIES INC MENTAL SERVICES-SERVICE	COPIER S AND CHARGES				
R1306284	XYLEM WATER SOLUTIONS	S AND CHARGES MULTI-TRODE SC		66211903	5220	\$4,934.000
K1500284	USA INC	COMPUTERS AND		00211903	-5520	\$4,934.000
	USATIVE	TO INSTALL) SERVICE			
R1306284	XYLEM WATER SOLUTIONS	MULTI-TRODE SC	CADA	66211904	-5320	\$4,934.000
	USA INC	COMPUTERS AND	D SERVICE			, ,
		TO INSTALL				
R1306284	XYLEM WATER SOLUTIONS	MULTI-TRODE SC	CADA	66211906	5-5320	\$1,233.500
	USA INC	COMPUTERS AND	O SERVICE			
		TO INSTALL				
R1306284	XYLEM WATER SOLUTIONS	MULTI-TRODE SC		66211907	-5320	\$1,233.500
	USA INC	COMPUTERS AND	D SERVICE			
ECONOM	C DEVELOBMENT CEDVICE A	TO INSTALL				
R1306157	IC DEVELOPMENT-SERVICE A AMERICOAT	VILLAGE OF SHAV	WNIEE	23011708	5265	\$19,700.00
K1300137	AWENICOAT	VILLAGE OF SHAT	WINEE	23011708	-3303	φ19,700.00

			HILLS SIDEW FY12 CDBG C		ROV.			
911-SERVICE A R1306311 PY	RINEX INC		SUPPORT 242	K7	2141130	6-5328	\$	770.00
,	L AND SUPPLIES RINEX INC		NETWORK SV TOWER SITE:		FOR 2141130	6-5260	\$12	2,782.00
Vote on Motion	Mr. Stapleton	Aye	Mr. Merrell	Aye	Mr. O'Brien	Nay		

RESOLUTION NO. 13-1219

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Director of Job and Family Services is requesting that Shancie Jenkins, Angela Thomas, Sue Ware, Kathie Elrod, Judy Mitchell, Marcy Watterson, Angela O'Brien, Deanna Roberts, Ronda Angle, Jason Lambert, Tracey Merrin, Sharon Lloyd, Amanda Setliff, Juanita Ludwig, Curt Lumley, and Larry Hager attend a Workforce Training class at Columbus State on December 16, 2013 at the cost of \$1965.00 (fund number 22411603).

The County Administrator is requesting that Commissioner Merrell, Commissioner O'Brien, Commissioner Stapleton, Gus Comstock and Jenna Jackson attend the ED411 Training Event at the Ohio Union (at OSU) on December 6, 2013 at the cost of \$125.00 (fund number21011113).

The Deputy County Engineer is requesting that William Stillions attend various training and conferences from ODOT, CEAO, LTAP, etc in various locations and at various dates in 2014 at the cost of \$1850.00 (fund number 29214001).

The Director of Emergency Medical Services Director is requesting that Ryan Strohl attend an Advanced Medical Life Support (AMLS) class in Morrow County on December 9-10, 2013 at no cost.

The Director of Emergency Medical Services Director is requesting that Bryan Russell attend an ITLS Conference in Columbus, Ohio on March 1, 2014 at no cost.

The Director of Emergency Communications is requesting that Patrick Brandt attend a Factory Testing and Acceptance Test for Motorola in Schaumburg, Illinois December 19-21, 2013; at the cost of \$700.00 (fund number 21411306).

The Director of Emergency Communications is requesting that Patrick Brandt attend a Factory Testing and Acceptance Test for Aviat in Austin, Texas December 11-13, 2013; at the cost of \$890.00 (fund number 21411306).

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

RESOLUTION NO. 13-1220

SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF THE MOONEY DITCH #75 DRAINAGE IMPROVEMENT PETITION FILED BY NUTTER FARM INC.; S. DIANE NUTTER, GENERAL MANAGER, AND OTHERS:

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

WHEREAS, on this October 30, 2013, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by Nutter Farm INC.; S. Diane Nutter, General Manager, and Others, to:

1. Generally improve the drainage both surface and subsurface to a good and sufficient outlet by creating new surface and subsurface drainage as requested by this petition.

2. In Delaware County, Berlin Township and City of Delaware to drainage on the project of Mooney #75, near Glenn Road and State Route 37 East.

WHEREAS, the proper bond has been filed with the clerk, approved, conditioned for the payment of costs of notices, plus any other incidental expenses, except the cost incurred by the Engineer in making his preliminary reports, if the prayer of this petition is not granted, or if the petition is for any cause dismissed, unless the Board decides to pay the Engineer's cost from the bond in accordance with Section 6131.09 of the Revised Code;

THEREFORE, BE IT RESOLVED, BY THE Board of County Commissioners, that **Monday January 13, 2014**, **at 1:30PM** at the upper terminus of the improvement, be and the same is hereby fixed as the time and place for the view thereon, and

BE IT FURTHER RESOLVED, That **Monday April 7, 2014, at 10:30AM** at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio be and the same is hereby fixed as the time and place for the first hearing on the petition, and

BE IT FURTHER RESOLVED, that notice of said view and hearing be given, as required by law.

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

RESOLUTION NO. 13-1221

IN THE MATTER OF DECLARING THE NECESSITY FOR IMPROVEMENTS TO HOME ROAD (COUNTY ROAD 124) AND APPROVING AN AGREEMENT FOR ENGINEERING SERVICES:

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

WHEREAS, Section 5555.022 of the Revised Code provides that a Board of County Commissioners may find by a majority vote that the public convenience and welfare require the improving of any part of any public road, may fix the route and termini of the Improvement and may authorize such Improvement; and,

WHEREAS, the County Engineer has determined that Improvements to Home Road (County Road 124) including widening of the road and adding a new traffic signal at the intersection of State Route 315 are necessary to address traffic flow and safety problems and recommends that the Board proceed with such Improvements; and,

WHEREAS, Section 305.15 of the Revised Code provides that when the services of an engineer are required with respect to roads, turnpikes, ditches, bridges, or any other matter, a Board of County Commissioners may enter into enter into contracts with any person, firm, partnership, association, or corporation qualified to perform engineering services in the state; and,

WHEREAS, the County Engineer has selected TranSystems Corporation through a qualifications based selection process, has negotiated a scope and fee for the required engineering services and recommends entering into an agreement for said engineering services associated with the Improvement;

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

Section 1: The public convenience and welfare requires improvements to Home Road at State Route 315 for traffic flow and safety purposes and the Improvement known as "Home Road and S.R. 315 Intersection Improvements", shall be initiated for such purposes, and;

Section 2: The costs for said Improvement will be paid for from any funds appropriated for road and bridge construction and that no special levies or assessments shall be made to pay for the Improvement, and;

Section 3: The following agreement is approved for preliminary engineering of said Improvement:

PROFESSIONAL SERVICES CONTRACT DEL-HOME ROAD/SR 315

<u>Section 1 – Parties to the Agreement</u>

This Agreement is made and entered into this 25th day of November, 2013 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and the firm of TranSystems, 1105 Schrock Road, Suite 400, Columbus, Ohio 43229.

<u>Section 2 – Contract Administrator</u>

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

Section 3 – Scope of Services (Work)

Consultant agrees to furnish, unto the County, professional services in accordance with the Scope of Services and Price Proposal dated October 18, 2013, by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work promptly and in a skillfully competent manner under the direction of the Administrator and in accordance with accepted professional standards.

Section 4 – Compensation

Compensation for Work performed under this Agreement shall be in accordance with the Scope of Services and Price Proposal. The Base Fee shall be a <u>Lump Sum</u> not to exceed **Three Hundred Thousand Four Hundred Ninety-Two Dollars (\$300,492)** and additional "If Authorized" tasks identified in said Price Proposal not to exceed **Two Hundred Fifteen Thousand Two Hundred Sixty-Nine Dollars (\$215,269)** in accordance with allowable costs and fees listed in the Consultant's aforementioned Price Proposal. Compensation shall constitute full payment for all labor, equipment and materials required to complete the required Work.

Section 5 – Payment

Compensation shall be paid periodically, but no more than once per month, and shall be based on the calculated percentage of work performed to date in accordance with the Consultant's Price Proposal. Invoices shall be submitted to the Administrator by the Consultant 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 Consultant shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

Section 6 – Authorization to Proceed, Completion of Work, Delays and Extensions

The Consultant shall commence Work upon written authorization of the Administrator and shall complete the work in a timely manner. In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

Section 7 – Insurance

- 7.1 <u>General Liability Coverage</u>: Consultant 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 <u>Automobile Liability Coverage</u>: Consultant 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 <u>Workers' Compensation Coverage</u>: Consultant 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 <u>Professional Liability Insurance</u>: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 7.5 <u>Additional Insureds</u>: 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. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.6 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, 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 required by Subsection 7.5. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Indemnification

The Consultant 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 Consultant, 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 Consultant ordering termination of Work. The Consultant shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Consultant 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.

Section 11 – Ownership of Engineering Documents

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of

all documents or electronic files produced under this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Change of Key Consultant Staff

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Work as contemplated at the time of executing this Agreement.

Section 13 – Miscellaneous Terms & Conditions

- 13.1 <u>Prohibited Interests</u>: Consultant 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. Consultant 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.
- 13.2 <u>Independent Contractor</u>: 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.
- 13.3 <u>Entire Agreement</u>: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, 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.
- 13.4 <u>Governing Law</u>: 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.
- 13.5 <u>Headings</u>: 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.
- 13.6 <u>Waivers</u>: 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.
- 13.7 <u>Severability</u>: 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.
- 13.8 <u>Findings for Recovery</u>: Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.9 <u>Non-Discrimination/Equal Opportunity</u>: Consultant 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.

Consultant 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.

Consultant 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.

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

13.10 <u>Campaign Finance – Compliance with R.C. 3517.13</u>: 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 or services 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 or services 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 or services 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 or services 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 or services 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 or services 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 or services with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregation 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 aforeme

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

JUDGE SPICER; CENTRAL OHIO YOUTH CENTER DISCUSSION

RESOLUTION NO. 13-1222

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR JUVENILE COURT:

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

Supplemental A 10026202-5360	ppropriations	Juvenile Correction Center/Court related services					\$128,262.16
Vote on Motion	Mr. O'Brien	Aye	Mr. Merrell	Aye	Mr. Stapleton	Aye	

RESOLUTION NO. 13-1223

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:

Date: November 25, 2013 Resolution Number: 13-1223

MOTION: by Mr. Merrell, Seconded by Mr. Stapleton to approve and execute Resolution No. 13-1223 declaring Personal Property obsolete, unfit, or not needed for public use and the intent of selling such property via internet auction.

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 the sale of such property by internet auction; and

WHEREAS, the Delaware County Board of Commissioners passed Resolution 12-79 on January 23, 2012 declaring its intent to sell such property by internet auction; and

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 12-79. 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. DCSO Auction 2013 #2

	Item #	Make	Model	Serial #	Description
	22	Sony	DAV-BC150		DVD home theatre system, 5- disc DVD/cd changer
ĺ	23	Apple	Ipod Touch	1B021Y4X6K2	32gb

24	Apple	Ipod Touch	9C023L7P6K2	32gb
25	Apple	Ipod Touch	1A0217LJ6K2	32gb
26	Apple	Ipod Touch	1A016PA06K2	32gb
27	Apple	Ipod Touch	9C022BKJ6K2	32gb
28	Apple	Ipod Touch	1B021V6G6K2	32gb
29	Apple	Ipod Touch	9C0266R46K2	32gb
30	Apple	Ipod Touch	9C020F6M6K2	32gb
31	Apple	Ipod Touch	1A004AS86K2	32gb
32	Apple	Ipod Touch	1A020LHG6K2	32gb
33	Apple	Ipod Touch	1E026PKW75J	8gb
34	Apple	Ipod Nano	YM0250QZ71Y	8gb
35	Apple	Ipod Nano	YM024QC571Y	8gb
36	Apple	Ipod Nano	YM02521S71Y	8gb
37	Apple	Ipod Nano	YM024SRR71Y	8gb
38	Apple	Ipod Nano	YM02434971Y	8gb
39	Sony	CECH-2101A	CG662137250	PS3, 120gb
40	Sony	CECH-2101A	CG659130202	PS3, 120gb
41	Hewlett-Packard	DV6929WM-B	CNF82931FL	pavilion laptop w/power cord, battery, carrying case, windows vista, 15.4" screen, 250gb hard drive
42	Acer	D260-2380	LUSCL0D0010213DB21601	aspire one laptop (purple), windows 7 starter, 10.1" screen, 160HDD
43	Sony	CECHK01	CK011204800	playstation 3, dualshock 3, 80gb
44	Sony	CECHK01	CK019281063	playstation 3, dualshock 3, 80gb
45	Sony	CECHH01	CE739877263	playstation 3, sixaxis, 40gb
46	Sony	CECHH01	CE737241226	playstation 3, sixaxis, 40gb
47	Nintendo	RVLSWRP2USZ	LU74572144	Wii game system
48	Microsoft	B4J-00107	212734281005	Xbox 360 go pro, 20gb
49	Microsoft	B4J-00107	212729581005	Xbox 360 go pro, 20gb
50	Microsoft	B4J-00107	212758381005	Xbox 360 go pro, 20gb
51	Apple	Ipod Touch	1C019T9E7SJ	8gb, no cords or accessories
52	Cutco	1861W,1748		homemaker set w/knife sharpener
53	Fossil	PR1161		watch w/case
54	Fossil	PR1161		watch w/case
55	Fossil	PR1161		watch w/case
56	Fossil	PR1161		watch w/case
57	Fossil	PR1161		watch w/case
58	Fossil	PR1161		watch w/case
59	Fossil	PR1161		watch w/case
60	Fossil	PR1161		watch w/case
61	Fossil	PR1161		watch w/case
62	Fossil	PR1161		watch w/case
63	Fossil	PR1161		watch w/case
64	Fossil	PR1161		watch w/case
65	Fossil	PR1161		watch w/case
66	Fossil	PR1161		watch w/case
67	Ryobi			18v 4-piece set w/case, 1 battery, flashlight, hand vac, circular saw, reciprocating saw, NO CHARGER, NO drill driver
68	Dewalt	DC011		work site radio/charger, 7.2-18 volt 1 hour Ni-cad

69	Dewalt/Black & Decker			2 Dewalt cordless drills, 1 Dewalt electric drywall screwdriver, 1 electric black & decker drill/driver, 1 PLS 3 laser, NO BATTERY, NO CHARGER
70	Black & Decker	CRS180	20033752	firestorm sawzall w/18v battery, blade, NO CHARGER
71	Black & Decker	CRS144	20032052	firestorm sawzall w/2 - 14.4v batteries, saw blades, 2 flashlights, NO CHARGER
72	Dewalt	DW911	303562	Dewalt work site radio charger
73	Apple	Ipod	7526N0Y0P	4gb, no cords or accessories
74	Big Sky	ELS210A		Overhead Shotgun Mounts, Lot of 10 Overhead Shotgun Mounts, Lot
75	Big Sky	ELS210A		of 12
76	Pro Gard	G4904H		Upright Shot Gun Mounts, Lot of 4
77	Omni Mount	U2 Tilt		flat panel tilt mount 23"-37"
78	Dremel	395		dremel multipro tool w/case, accessories
				easyshare digital camera, 5.0 mega pixels, 38-380mm zoom, MAY NEED NEW BATTERY,
79	Kodak	Z740	KCKDT52500573	NO CHARGER
80	Fender Frontman	15B	IA02H03549	amplifier
81	Various		Group A	10 misc bicycles
82	Various		Group B	10 misc bicycles
83	Various Various		Group C Group D	10 misc bicycles
84	Various		Group D Group E	10 misc bicycles 10 misc bicycles
	Chevrolet	Trailblazer Ls	1GNDT13S742331672	04 Chevy Trailblazer Ls, Gold, HAVE KEYS, Miles = 135,102 - see info sheet
87	Chevrolet	Z71	1GNFK16Z83R245085	32 Chevy Z71, Green, HAVE KEYS, Miles = 120,918 - see info sheet
88	Sony	DVP-NC675P	2033841	Sony 5 disc DVD/cd changer w/remove
89	Bose	PS28D-37	029712923181579AS	bose speaker - no cords
				DVD player w/speaker system,
90	Phillips	HTS3410D37	KN010528056088	remote
91	Epson	R320	GCSK149690	Epson stylus photo printer
92	Polaroid	FLM-1511	M0500060630002986	HDTV monitor
93 94	Sony Microtek	SDM-P232W EZ18A	S3BF501856	Sony lcd color computer monitor lcd monitor
95	Lg	L1780Q	504MXDH3P016	flatron slim monitor
96	Logitech	X-230	S-0123A	computer speaker system
97	Various			3 computer keyboards, 2 computer mice, 1 power strip
98	Linksys/Palm			wireless broadband router/4 palm
99	Sprint	PPC-6700	605E601087	sprint pcs vision smart device
100	RCA/Airtek			RCA VHS recorder/argus digital camera/digital camcorder
101	Dewalt	DW935	117749	tuffwear tool bag w/Dewalt circular saw-NO BATTERY, black & decker drill/driver
102	Tuffwear			tuffwear tool bag w/tool belt containing misc tools
103	Black & Decker			bit set, 3 screwdrivers, pliers, hammer, allen wrench

Aye

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY MINUTES FROM REGULAR MEETING HELD NOVEMBER 25, 2013

				12v compact impact driver
104	Milwaukee	2450-2	B59BD1034003	w/case
105	Black & Decker	JS510G		electric 4amp variable speed jigsaw (no blade)
106	Various			cd/mp3 player with AM/FM tuner, flashlight, work gloves, driver set, misc tools
107	First Act			acoustic guitar
108	Sharp	EL-1750P III		electronic printing calculator w/paper
108	Craftsman	EL-1750F III		weed eater
109	Claitsillail			
110	Stan Thompson			Stan Thompson red/white golf bag w/clubs
111	Sun Mountain			sun mountain blue golf bag w/clubs
112	Various			bucket w/misc golf clubs, club covers
113				ram blue/grey golf bag w/clubs
114	Eureka	4372	9747010980	vacuum
115	Various			box of misc electronics
116	Tracfone	C139		motorola cell phone
117	Unknown			work light
118	Cross			cross pen set/Michael Jordan Chicago white sox plaque
119	Acer	Aspire One		2 acer aspire one notebooks, 1 power cord
120	Genea / Lorus			1 geneva watch/1 lorus watch
121	Various			3 misc watches
122	Various			15 misc DVD movies
123	Unknown			tan purse
124	Unknown			brown purse
125	Unknown			mauve purse
126	Unknown			purple purse
127	Unknown			black purse
128	Unknown			red purse
129	Unknown			small purple handbag w/silver
130	Various			misc jewelry, watches
131	Various			cobra microtalk walkie, sony sixabis game controller, fuji discovery 35mm camera, meade travel binoculars
132	Unknown			ceramic school house Christmas decoration
133	Ralph Lauren			ralph lauren orange suitcase
	*			
134	Sony	DCR-TRV330	760317	digital handycam 700x zoom w/case & accessories tommy hilfinger blue/green
135	Tommy Hilfinger			suitcase
136	Unkown			vintage brown leather suitcase
137	Loline	1/S60	60044306	one plot printer
138	Various			box of DVD movies
139	Various			box of DVD movies
140	Various			box of DVD movies, vhs movie, music cd's/DVD's
141	Various			box of boxed sets of DVD's

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

RESOLUTION NO. 13-1224

IN THE MATTER OF APPROVING TRANSFER AND SUPPLEMENTAL APPROPRIATIONS FOR THE SHERIFF:

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

Transfer of Appropriations		
From	То	
10031327-5305	10031327-5201	200.00
Project Lifesaver/Training	Project Lifesaver/General Supplies	
10031337-5201	10031337-5348	2,500.00
Sheriff Local Funds/General Supplies	Sheriff Local Funds/Client Services	
Supplemental Appropriations		
10031337-5348	Sheriff Local Funds/Client Services	4,500.00
Vote on Motion Mr. Stapleton Ay	e Mr. Merrell Aye Mr. O'Brien Aye	

RESOLUTION NO. 13-1225

IN THE MATTER OF APPROVING A GRANT PROVIDER AGREEMENT WITH CENTRAL OHIO TRAUMA SYSTEM FOR EMERGENCY MEDICAL TRANSPORT EQUIPMENT:

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

Whereas, the Director of Emergency Medical Services recommends approval of the Central Ohio Trauma System Provider Agreement;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following with Central Ohio Trauma System:

CENTRAL OHIO TRAUMA SYSTEM PROVIDER AGREEMENT

THIS PROVIDER AGREEMENT (this "Agreement") is entered into and effective as of this 25th day of November 25, 2013 (the "Effective Date"), by and between The Central Ohio Trauma System with its place of business located at 1390 Dublin Rd, Columbus Ohio, 43215 ("COTS"), and Delaware County Emergency Medical Services (this "DCEMS Department") with its place of business located at 10 Court St. Delaware, Ohio 43015.

RECITALS

WHEREAS, COTS desires to provide a bariatric transport cot with a ramp and winch system (the "Bariatric Transport System") to the DCEMS Department for use during local, regional, state or federal emergencies in order to facilitate and support the continued provision of health care services;

WHEREAS, COTS desires the DCEMS Department to house and maintain the Bariatric Transport System in proper working condition on site; and

WHEREAS, the DCEMS Department is engaged in the provision of health care services to special needs patients during a disaster and/or public health emergency and desires to accept and maintain the Bariatric Transport System from COTS in accordance with the terms of this Agreement.

PROVISIONS

1. Equipment

(a) Subject to the terms and conditions of this Agreement, COTS hereby provides and, the DCEMS Department hereby accepts the Bariatric Transport System.

(b) All equipment purchased through the Assistant Secretary of Preparedness grant funds by COTS for the DCEMS Department costing greater than, or equal to, Three Hundred Dollars (\$300.00) shall remain the property of the Ohio Department of Health ("ODH Equipment"). The DCEMS Department must have COTS place an ODH inventory tag on all ODH Equipment. COTS shall visually inspect the ODH Equipment every two (2) years.
(c) The DCEMS Department cannot dispose of the ODH Equipment without first providing sixty (60) days advance written notification to ODH. COTS can serve as the liaison between the DCEMS Department and ODH for such notification.

2. DCEMS Department's Use and Care of the Bariatric Transport System. LMR091613

(a) DCEMS Department shall use the Bariatric Transport System in a manner consistent with its intended uses and purposes and in the conduct of its daily operations;

(b) DCEMS Department shall use and operate the Bariatric Transport System in a safe, careful, and proper manner, and in compliance with all applicable laws, ordinances, regulations, and manufacturer operating procedures; and,

(c) DCEMS Department shall be responsible for, and shall pay the repair costs associated with, any damage caused by DCEMS Department its employees, agents, independent contractors, patients and/or other visitors, except for reasonable wear and tear as a result from authorized use.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

Attachments: Exhibit A: MX PRO Bariatric Spec Sheet Exhibit B: Transafe Bariatric Patient Ramp & Winch Loading System

Exhibit: A Bariatric Transport Cot: Stryker X-Pro® Standard Features

Specifications Model Number 6083 Height1 Position 1 = 13.5 in. (34 cm)Position 2 = 24.5 in.(62 cm) Position 3 = 27.5 in. (70 cm) Position 4 = 30 in. (76 cm) Position 5 = 32.5 in. (83 cm) Position 6 = 34.5 in. (88 cm) Length Standard = 80 in. (203 cm) Minimum = 62 in. (157 cm)**Width** = 29 in. (74 cm) Weight2 = 111 lb. (50 kg) Wheels Diameter = 6 in. (15 cm) Width = 2 in. (5 cm) Articulation Backrest = $0 - 73^{\circ}$ Shock Position = $+14^{\circ}$ Maximum Weight Capacity3 = 1600/850 lb. (725/385 kg) **Minimum Operator Required** Occupied Cot = 2Unoccupied Cot = 1**Recommended Fastener System** Floor Mount = Model 6370 or 6377 Wall Mount = Model 6371 **Recommended Loading Height4 =** Up to 33 in. (84 cm) • Transport at load height capability • Positive action height adjustment · Easy-to-use release handle design • Color-coded controls • Dampened action during hot drops • Lap belt extensions • High visibility powder-coated frame • Lightweight, rugged aluminum construction · Scientifically optimized lift bar design • Lower lifting bar • Seven height positions • Integrated bumper system • Lift-capable safety bar Perforated litter surface · One-hand release breakaway head section with safety bar • Floor-mounted safety hook • One-hand release, fold-down side rails • One-hand release, infinite positioning, pneumatically assisted backrest

- Oversized wheels with sealed caster
- and wheel bearings
- Reflective labeling
- Sealed flat mattress
- Shock positioning
- Two lap belts and one four-point shoulder restraint
- Heavy duty two stage IV poles (patient right)
- Tow Package
- Rigid head and foot end push/pull handles
- Single adjustable wheel lock
- Patient security straps
- Side lift handles
- LMR091613

Exhibit: B Transafe Bariatric Patient Ramp & Winch Loading System System Components

- 2 12' Transafe Ramps
- 1 Transition Plate w/fold-back ramp mounting bar
- 1 Diamond Plate Winch Box with mounted winch and a 3' power cord wired to an internal circuit breaker w/dual wire DC power connector
- 1 12' long winch control switch (on/off, direction and breaking of winch motor)
- 2 Pull-Slings

Hardware

- 1 12' jacketed power cable w/dual wire DC power connector
- 5 hand-tight screws
- 5 stainless steel floor mounting plates
- 5 aluminum under-carriage back-plates
- 10 hardened steel zinc oxide cap screws
- 10 nylon-lock flanged nut/washers

Support Documentation

- 1 Transafe Installation Guide
- 1 Transafe Operations Guide
- 1 Transafe Routine Inspection Guide

Vote on Motion Mr. O'Brien	Aye	Mr. Merrell	Aye	Mr. Stapleton	Aye
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RESOLUTION NO. 13-1226

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, DELAWARE COUNTY BOARD OF ELECTIONS AND SCS CONSULTING SERVICES, LTD:

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

Whereas, the Director and Deputy Director for the Board of Elections recommends approval of the following contracts;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contracts for SCS Consulting Services, LTD:

GENERAL CONTRACT FOR SERVICES

This Contract for Services (this "Contract") is made effective as of November 25, 2013, by and between Delaware County Board of Elections of 2079 U.S. Highway 23, Delaware, Ohio 43015, and SCS Consulting Services, LTD of 7136 Hawksbeard Dr., Westerville, Ohio 43082. In this Contract, the party who is contracting to receive services will be referred to as "DBOE," and the party who will be providing the services will be referred to as "SCS."

1. DESCRIPTION OF SERVICES. Beginning on November 25, 2013, SCS will provide to DBOE the following services (collectively, the "Services"):

Develop an Election/ Business Continuity Plan to include Risk Assessment, Emergency Response, and Crisis Communications Plans to include staff training and coordinating with Delaware County officials as necessary to negotiate service level agreements and coordinated responses as needed. To provide ongoing Election Continuity and Management Training to both staff and Poll Workers.

2. PAYMENT FOR SERVICES. In exchange for the Services, DBOE will pay SCS according to the following schedule:

1) A flat rate of \$8250 for the development and training of the Election Continuity Plan, to be invoiced and payable upon execution of this contract.

2) A \$1000 per month retainer fee for all other services (as described above) for the period of November 25, 2013 thru December 31, 2014, to be invoiced and paid monthly.

3. TERM. This Contract will terminate automatically on December 31, 2014.

4. CONFIDENTIALITY. SCS, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of SCS, or divulge, disclose, or communicate in any manner, any information that is proprietary to DBOE or that is confidential pursuant to law. SCS and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Upon termination of this Contract, SCS will return to DBOE all records, notes, documentation and other items that were used, created, or controlled by SCS during the term of this Contract.

5. WARRANTY. SCS shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in DBOE's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to SCS on similar projects.

6. BREACH AND REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

Termination pursuant to this section shall relieve either party of further obligation under this Contract, except that SCS shall be entitled to receive compensation for any services satisfactorily performed hereunder through the effective date of termination.

7. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

8. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

9. AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by both parties obligated under the amendment.

10. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Ohio and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

11. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

12. ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

13. RETENTION OF RECORDS. SCS shall retain and maintain for a minimum of three (3) years after reimbursement/compensation for Services rendered under this Contract all books, records, documents, papers, subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract or the retention period, the Contractor shall retain and maintain such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

14. CAMPAIGN FINANCE – COMPLIANCE WITH ORC § 3517.13. 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 or services 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 said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. SCS 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 DBOE and the County from entering, proceeding with, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part thereof.

15. FINDINGS FOR RECOVERY. SCS certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

16. INDEMNIFICATION. SCS shall provide indemnification as follows:

- A. To the fullest extent of the law and without limitation, SCS agrees to and shall indemnify and hold free and harmless the DBOE, Delaware County, Ohio ("County"), and all of their respective boards, officers, officials, employees, volunteers, agents, servants, and representatives (collectively "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to SCS's or any subcontractor's performance of this Contract or the actions, inactions, or omissions of SCS or any subcontractor, including, but not limited to the performance, actions, inactions, or omissions of SCS's or any subcontractor's boards, officers, officials, employees, volunteers, agents, servants, or representatives (collectively "Contracted Parties".) SCS agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that SCS shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. SCS further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that SCS shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.
- B. SCS shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from 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 the Indemnified Parties 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 actions, inactions, or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Contracted Parties.

17. INDEPENDENT CONTRACTOR. SCS agrees that it shall act in performance of this Contract as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Contract.

SCS assumes all responsibility for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, contributions to retirement plans, and/or insurance premiums which may accrue and/or become due as a result of compensation received for services and/or deliverables rendered and/or received under or pursuant to this Contract.

SCS and/or its officers, officials, employees, representatives, agents, and/or volunteers are not entitled to any benefits enjoyed by employees of DBOE or Delaware County.

18. INDEPENDENT CONTRACTOR ACKNOWLEDGMENT/NO CONTRIBUTIONS TO OPERS. DBOE and Delaware County ("County") are public employers as defined in R.C. § 145.01(D). DBOE and the County have classified SCS as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of SCS and/or its officiens, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Contract. SCS acknowledges and agrees that the DBOE and/or County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If SCS has less than five (5) employees, SCS, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees performing services under this Contract complete an OPERS Independent Contractor Acknowledgement Form ("Form"). The Form is attached hereto and by this reference is incorporated as a part of this Contract. The County shall retain the completed Form and immediately transmit a copy of it to OPERS.

Vote on Motion	Mr. Merrell	Aye	Mr. O'Brien	Aye	Mr. Stapleton	Aye
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RESOLUTION NO. 13-1227

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR FAMILY AND CHILDRENS FIRST COUNCIL:

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

Transfer of App From 70161603-5201 FCFC General/G	-		o 0161603-5001 CFC General/Con	npensation	ı		400.00
Vote on Motion	Mr. Stapleton	Aye	Mr. O'Brien	Aye	Mr. Merrell	Aye	
COMMISSION	ERS' COMMIT	TEES R	EPORTS				
Commissioner I -No Reports -Have A Safe Ta	Merrell: ravel Week And l	Нарру Т	Thanksgiving				
	Stapleton: ng (Risk Sharing) surance To Claim			e Injuncti	ive Relief And Cy	vber Liabil	lity And
	gional Planning I Central Ohio You			Week			
Tim Hansley, C -Michigan Wee	ounty Administra k	ator, Re	ports and Comm	ients			
RESOLUTION	NO. 13-1228						
	TER OF ADJOUI					SIDERAT	ION OF
It was moved by	Mr. Merrell, secor	nded by N	Mr. Stapleton to a	djourn into	Executive Sessio	n at 10:17 <i>1</i>	AM.
Vote on Motion	Mr. O'Brien	Aye	Mr. Merrell	Aye	Mr. Stapleton	Aye	
RESOLUTION	NO. 13-1229						
IN THE MATT	ER OF ADJOUR	RNING	OUT OF EXECU	J TIVE SI	ESSION:		
It was moved by	Mr. Merrell, secor	nded by N	Mr. Stapleton to a	djourn out	of Executive Sess	ion at 10:4	5AM.

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

There being no further business, the meeting adjourned.

Gary Merrell

Ken O'Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners