

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 3, 2014

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

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

RESOLUTION NO. 14-104

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 30, 2014:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on January 30, 2014; 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. 14-105

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0131:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0131:

PR #	Vendor Name	Line Description	Line Account	Amount
<b>PERMANENT IMPROVEMENT</b>				
R1402362	UNIVERSAL ENTERPRISES INC	REPLACE DAMAGED SEWER LINE AT JAIL	40111402-5328	\$12,446.00
<b>COUNTY HOME</b>				
R1402397	BOARD OF DEVELOPMENTAL DISABILITIES	COUNTY HOME	10011501-5350	\$30,000.00
<b>REGIONAL SEWER DISTRICT</b>				
R1402395	CITY ELECTRIC SUPPLY	ELECTRICAL SUPPLIES	66211903-5201	\$4,000.00
R1402395	CITY ELECTRIC SUPPLY	ELECTRICAL SUPPLIES	66211904-5201	\$4,000.00

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

RESOLUTION NO. 14-106

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Director of Emergency Medical Services is requesting that Eric Burgess and Tim Davis attend a OSHA 2014 Compliance Training for Medical at the Brookshire Conference Center on March 13, 2014 at the cost of \$578.00 (fund number 10011303).

The Juvenile Judge is requesting that Sharon McCollister attend a Family Law Institute for Judges/Lawyers in Monterey California from March 2-5, 2014 at the cost of \$2887.44 (fund number 27826325).

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

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**RESOLUTION NO. 14-107**

**IN THE MATTER OF APPROVING A CONTRACT FOR MARYHAVEN, INC TO PERFORM SERVICES AND PROVIDE ASSESSMENTS TO BE USED BY THE DELAWARE COUNTY COMMON PLEAS COURT TO DETERMINE ELIGIBILITY FOR INTERVENTION IN LIEU OF CONVICTION:**

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

Whereas, The Delaware County Common Pleas Court Judges and Staff recommend approval of the following contract;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following contract with Maryhaven, Inc. to perform services and provide assessments to be used by The Delaware County Common Pleas Court to determine eligibility for intervention in lieu of conviction:

**CONTRACT FOR MARYHAVEN, INC TO PERFORM SERVICES AND  
PROVIDE ASSESSMENTS TO BE USED BY THE DELAWARE COUNTY COMMON PLEAS  
COURT TO DETERMINE ELIGIBILITY FOR INTERVENTION IN LIEU OF CONVICTION**

This Contract is entered into by and between the Board of Delaware County Commissioners ("Board"), whose principal place of business is located at 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Common Pleas Court ("Court"), whose principal place of business is located at 91 North Sandusky Street, Delaware, Ohio 43015 (Board and Court collectively "County") and Maryhaven, Inc. ("Contractor"), whose principal place of business is located at 1791 Alum Creek Drive, Columbus, Ohio 43207, for the Contractor to perform services and provide an assessment to be used by the Court to determine eligibility for intervention in lieu of conviction. (Individually "Party," collectively "Parties").

**PRELIMINARY STATEMENTS**

WHEREAS, for the purpose of determining an offender's eligibility for intervention in lieu of conviction and recommending an appropriate intervention plan, the Court is required by R.C. § 2951.041(A)(1) to obtain an assessment of the offender ("Assessment"); and,

WHEREAS, the Contractor agrees to provide such Assessments to the Court upon the terms and conditions of this Contract; and,

WHEREAS, the Court desires to engage the Contractor to perform such assessments and the Contractor agrees to accept such engagement.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual promises and agreements of the Parties contained herein, it is agreed as follows:

1. **TERM.** The term of this Contract shall be one (1) year beginning on the date that the last Party signs this Contract, unless terminated earlier in conformance with the provisions of Section 18 of this Contract.
2. **RENEWAL.** Upon written agreement of the Parties, this Contract may be renewed for successive one (1) year periods subject to the same terms and conditions provided herein and upon any such terms and conditions as may be specifically agreed upon, added and/or amended in writing by the Parties.
3. **SCOPE OF SERVICES.** The Contractor shall provide Assessments, as required by and consistent with R.C. § 2951.041(A)(1), to be used by the Court for the purpose of determining an offender's eligibility for intervention in lieu of conviction and recommending an appropriate intervention plan (collectively "Services"). The Services shall include the following:
  - a. The Contractor shall provide the Services pursuant to an Order of the Court ordering an Assessment.
  - b. The Court will notify the Contractor immediately upon ordering an Assessment. The Court will email the Order to the Contractor's designated recipient. If the Contractor's designated recipient agrees to provide the Services and Assessment, that determination will be provided via email to the Court's designated recipient within three (3) business days of receipt of the Court's email requesting Services and an Assessment.
  - c. If the Contractor determines not to provide the Services and Assessment, the Contractor will notify the Court's designated recipient via email of such determination and the reason(s) for such determination within three (3) business days of receipt of the Court's email requesting Services and an Assessment. The Court shall then be free to make alternative arrangements for the Services and Assessment.
  - d. The Services and Assessment will be provided by the Contractor under the terms and conditions as

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contained in this Contract.

e. The Services shall be provided through a properly certified provider or by a properly credentialed professional.

f. If the offender alleges that drug or alcohol usage by the offender was a factor leading to the criminal offense with which the offender is charged, or that the offender had a mental illness or was a person with intellectual disability either or which was a factor leading to the criminal offense with which the offender is charged, the offender shall be assessed by a provider certified pursuant to R.C. § 5119.36 or a properly credentialed professional.

g. The Contractor warrants that it possesses the necessary licenses, certifications, registrations, qualifications, expertise, and experience to perform the Services.

h. All Services shall be performed in a diligent and professional manner.

i. All Services shall be performed at an out-patient level.

j. The individual(s) performing the Services and providing the Assessment shall personally meet with each offender for whom Services are being provided and for whom an Assessment will be prepared. If the offender does not appear for the Services/Assessment, the requirement of this subsection does not apply and the Contractor shall provide a report to the Court explaining the notice to appear provided to the offender, any attempts made to get the offender to appear, and the fact that the offender did not appear.

k. Upon performing the Services, the Contractor shall prepare and provide to the Court a written Assessment of the offender consistent with the requirements of R.C. § 2951.041(A)(1). The Assessment shall be written so as to assist the Court in determining an offender's eligibility for intervention in lieu of conviction and recommending an appropriate intervention plan. In addition to meeting the statutory requirements, the Assessment shall include any additional information requested by the Court.

l. The Services shall be provided and the Assessment shall be delivered to the Court within four (4) weeks of the Court's Order ordering the Assessment, unless some other period of time is provided by such Order.

m. The Contractor shall submit the Assessment to the Court as follows:

For Judge W. Duncan Whitney – Physically:

Colleen Teahan

Administrative Assistant

Delaware County Common Pleas Court

91 North Sandusky Street, 2nd Floor

Delaware, Ohio 43015

For Judge Everett H. Krueger - Electronically:

KOS@co.delaware.oh.us

n. Ownership of all clinical documentation (e.g., initial assessment, notes, etc . . . ) will remain with the Contractor.

o. Upon receipt, the Court shall have and maintain ownership of the Assessment.

p. If desired by the Court and upon receipt of a subpoena, the Contractor shall provide expert witness testimony about the contents of the Assessment.

**4. NO EXCLUSIVITY**

The Contractor shall not be the exclusive provider of the Services to the Court. The Court, in its sole discretion, may utilize other contractors to perform the same or similar Services.

**5. COMPETITIVE BIDDING NOT REQUIRED.** Consistent with R.C. § 307.86, this Contract is not required to be competitively bid. The Court does not desire to competitively bid this Contract.

**6. COMPENSATION FOR SERVICES.** In exchange for the Contractor providing the Services and Assessment pursuant to the terms and conditions of this Contract and in a manner satisfactory to the Court, payment shall be made to the Contractor as follows:

Consistent with the above chart, the County shall have no responsibility to pay for Services when the offender is a resident of Delaware County, Ohio.

Except as otherwise ordered by the Court, the Court shall order the offender to reimburse the County any and all costs and/or expenses paid by the County for the Services/Assessment provided by the Contractor to the offender pursuant to this Contract.

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For purposes of determining applicability of the above charts, the Court shall determine the residency of the offender and shall include the offender's county of residence in its Order ordering the Assessment and/or shall otherwise provide the offender's county of residency to the Contractor.

7. **MAXIMUM PAYMENT.** The Contractor agrees to accept as full payment for the Services/Assessments, all rendered in a manner satisfactory to the Court, the lesser of the following: (1) the maximum amount of Twenty Thousand Dollars and No Cents (\$20,000.00) or (2) the dollar amount equal to the number of actual completed Assessments provided by the Contractor to the Court multiplied by the dollar amount per Assessment, as provided by the charts in Section 6 of this Contract, for which Assessments the County is responsible for payment. It is expressly understood and agreed that in no event shall the total amount to be paid to the Contractor for Services exceed the maximum of Twenty Thousand Dollars and No Cents (\$20,000.00).

**PAYMENT FOR SERVICES.** The Contractor shall only submit an invoice to the Court where the offender is not a resident of Delaware County, Ohio and has no insurance. The Contractor shall determine whether the offender has insurance. If the offender does not have insurance, the Contractor shall determine the offender's eligibility for Medicaid and, if eligible, shall submit to Medicaid invoices for Services performed under this Contract for such offender. If the Contractor receives Medicaid reimbursement for the offender, the County shall not be liable for the cost of the Contractor providing Services to the offender under this Contract. The Contractor shall also determine hardship.

To receive payment, the Contractor shall submit to the Court proper invoices for Services actually rendered. Such invoices shall be itemized and shall include documentation, satisfactory to the Court, of Services actually provided. At a minimum, the invoice shall include the following:

- a. Contractor's name,
- b. Offender's name,
- c. Dates of Service,
- d. Name of individual providing the Services,
- e. Type/Description of Services,
- f. Detailed cost break-out by Service,
- g. Total invoice amount,
- h. Information on where to submit payment,
- i. Contact information for an individual that can answer questions regarding the Services/invoice.

The Contractor shall submit invoices to the Court as follows:

For Judge W. Duncan Whitney - Physically:

Joyce Stimmel  
Office Manager for Judge Whitney  
Delaware County Common Pleas Court  
91 North Sandusky Street, 2nd Floor  
Delaware, Ohio 43015

For Judge Everett H. Krueger - Electronically:

KOS@co.delaware.oh.us

The Contractor shall submit invoices to the Court within thirty (30) days of providing the Service, unless the invoice was first submitted for Medicaid reimbursement that was denied, in which case the Contractor shall submit the invoice within thirty (30) days of Medicaid reimbursement being denied. The County shall not be liable for payment of any invoice submitted more than thirty (30) days after providing the Service or more than thirty (30) days after Medicaid reimbursement being denied, whichever is applicable.

Upon receipt of a timely submitted and proper invoice, the Court shall review the invoice for completeness. The Contractor agrees that the County may take up to Forty-Five (45) days to process the payment and make payment to the Contractor. The date of the warrant issued in payment shall be considered the date payment is made. The Contractor's payment shall not be initiated before a Proper Invoice is received by the Board.

Defective invoices shall be returned to the Contractor noting areas for correction. When such notification of defect is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.

The County will only pay for those Services authorized and referred to the Contractor by the Court and consistent with terms of this Contract.

8. **TAXES.** The County, including the Court, is a political subdivision and tax exempt. The Contractor therefore agrees to be responsible for all tax liability that accrues as a result of this Contract and the Services that the Contractor provides to the Court pursuant to this Contract.

9. **OVERPAYMENT.** In the event of overpayment, the Contractor agrees to reimburse or repay the County the amount of overpayment and that to which it is entitled.

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10. **NO USE OF FUNDS FOR POLITICAL ACTIVITY.** The Contractor shall not use any funds provided under this Contract for publicity or for purposes of supporting or defeating legislation pending before any legislative body or for inherently religious programs, activities, or services.

11. **TRANSPORTATION.** All Service-related transportation of the offender is to be provided by the offender. If for any reason the Contractor provides transportation of the offender, any persons who transport the offender on behalf of the Contractor must have a current and valid driver's license and the Contractor shall conduct appropriate due diligence on the individual's driving record. The Contractor agrees that any vehicle used by the Contractor in transporting the offender under this Contract must have full and proper automotive insurance coverage as required by law and this Contract.

12. **LICENSES.** The Contractor certifies and warrants that the Contractor and/or all of the Contractor's employees or subcontractors performing the work under this Contract has/have obtained and maintain current all authorizations, qualifications, consents, approvals, orders, certifications, licenses, operator's licenses, or registrations (collectively "Licenses") necessary to provide and perform all the Services required of the Contractor by this Contract and to conduct business in the state of Ohio. The Contractor further certifies and warrants that all such Licenses are operative and current and have not been revoked or are not currently suspended for any reason.

13. **INDEPENDENT RECORDS.** The Contractor shall maintain independent books, records, documents, and papers involving transactions relative to the performance of this Contract which reflect all direct and indirect costs of any nature expended in the performance of this Contract.

14. **ACCESS TO RECORDS.** At any time, during regular business hours, with reasonable notice, and as often as the Court or any other agency or individual authorized by the Court may deem necessary, the Contractor shall make available to the Court or any other agency or individual authorized by the Court 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. The Court or any other agency or individual authorized by the Court shall be permitted by the Contractor to inspect, audit, make excerpts, photo static copies, and/or transcripts of any and all such documents relating to all matters covered by this Contract.

15. **RETENTION OF RECORDS.** The Contractor shall retain and maintain and assure that all of its subcontractors 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 term of this Contract or the retention period, the Contractor shall retain and maintain, and assure that all of its subcontractors 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.

16. **NON-DISCLOSURE OF INFORMATION.** The Contractor agrees that it will not use or disclose any information concerning Court clients for any purpose unless necessary to the administration of the County's or Contractor's responsibilities under this Contract. The Contractor specifically agrees that it shall obtain prior written approval from the Court before permitting either of the following:

- a. Any videotaping, audio taping or photography of Court clients for any purpose that will primarily benefit the Contractor or will be used by broadcast or electronic media;
- b. The use of the names or identities of Court clients for the primary benefit of the Contractor or for use by the broadcast or electronic media.

17. **CONFIDENTIALITY/PRIVACY OF MEDICAL RECORDS.** The Parties shall adhere to and abide by all applicable privacy and confidentiality laws and regulations, including, but not limited to, all Federal laws and regulations governing the confidentiality of patient, health information, or medical records, including, but not limited to, HIPAA, 42 CFR Part 2, 45 CFR Parts 160 and 164, and any other applicable, Federal, State, or local laws or regulations which relate to the privacy and confidentiality of patient, health information, or medical records.

18. **TERMINATION.**

This Contract may be terminated as follows:

A. **Termination for Convenience**

Either Party may terminate this Contract at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Party.

B. **Breach or Default**

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, the aggrieved

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Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies.

C. Effect of Waiver of any Occurrence of Breach or Default

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If either Party fails to perform an obligation or obligations under this Contract and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by either Party shall be authorized in writing and signed by an authorized person or a quorum of the authorized board.

Termination pursuant to this Section shall relieve either party of further obligation under this Contract, except that the Contractor shall be entitled to receive compensation for any Services satisfactorily performed hereunder through the date specified on the notice as the effective date of termination.

If the Contract is terminated pursuant to this Section, the Contractor shall have no cause of action against the County except for a cause of action for non-payment of contract Services rendered prior to the date of termination. In no event will the County be obligated to pay for any Services not actually performed by the Contractor.

19. **INDEPENDENT CONTRACTOR.** The Contractor 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.

The Contractor 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.

The Contractor and/or its officers, officials, employees, representatives, agents, and/or volunteers are not entitled to any benefits enjoyed by employees of the County, Board, or Court.

20. **INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT/ NO CONTRIBUTION TO OPERS.**

The County is a public employer as defined in R.C. § 145.01(D). The County has classified the Contractor 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 the Contractor and/or its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Contract. The Contractor acknowledges and agrees that the 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 the Contractor is an individual or has less than five (5) employees, the Contractor, 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 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 Delaware County Auditor shall retain the completed Form and immediately transmit a copy of it to OPERS.

21. **INDEMNIFICATION.**

The Contractor shall provide indemnification as follows:

A. To the fullest extent of the law and without limitation, the Contractor agrees to and shall indemnify and hold free and harmless the Court, the Board, and Delaware County, Ohio 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 the Contractor's or any subcontractor's performance of this Contract or the actions, inactions, or omissions of the Contractor or any subcontractor, including, but not limited to the performance, actions, inactions, or omissions of the Contractor's or any subcontractor's boards, officers, officials, employees, volunteers, agents, servants, or representatives (collectively "Contracted Parties"). The Contractor agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Contractor 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. The Contractor further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Contractor 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. The Contractor shall assume full responsibility for, pay for, and shall indemnify and hold free and

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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.

22. **INSURANCE.** The Contractor shall carry and maintain throughout the life of the Contract such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Contract or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this Contract, the Contractor shall present to the Court current certificates of insurance and shall maintain current, without lapse, such insurance during and throughout the entire term of this Contract. Said insurance shall, at a minimum, be of a type which is customary in the industry or is required by law, which ever is the greater standard. Such insurance shall provide coverage in an amount that is both standard in the industry and adequate to protect the Contractor and the Indemnified Parties against any and all liability or damages arising from the Services provided under the Contract. The Contractor shall be responsible for any and all premiums for such policy(ies).

In addition to the rights and protections provided by the insurance policies as required above, the Board shall retain any and all such other and further rights and remedies as are available at law or in equity.

23. **PROFESSIONAL INSURANCE.** Throughout the life of the Contract, the Contractor shall provide and maintain current, without lapse, professional liability insurance for it and its employees providing services under this Contract. Such insurance shall provide coverage in an amount that is both standard in the industry and adequate to protect the Contractor and the Indemnified Parties against any and all liability or damages arising from the professional Services provided under the Contract. The Contractor shall be responsible for any and all premiums for such policy(ies). At any time throughout the life of the Contract, the Court may request proof of such insurance. Proof of such insurance shall be promptly provided upon request.

24. **WORKERS' COMPENSATION INSURANCE.** The Contractor shall carry Workers' Compensation Liability Insurance as required by Ohio law for any work to be performed within the state of Ohio, as applicable by law. The Contractor shall be responsible for any and all premiums for such policy(ies).

25. **CONFLICT OF INTEREST.** No personnel of the Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, the work under this Contract is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Court in writing.

Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless the Court shall determine that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to public interest.

26. **WAIVER.** No rights in this Contract shall be waived unless specifically agreed upon in writing by the Parties. A waiver by any Party shall not constitute a continuing waiver by such Party.

27. **NOTICES.** All notices, consents, and/or other communications which may or are required to be given by this Contract or by operation of law, shall be in writing and shall be deemed duly given if personally (hand) delivered, sent by certified or registered United States Mail, return receipt requested, sent via nationally recognized and reputable overnight express courier, return receipt requested, via facsimile, confirmation of delivery, or email, confirmation of delivery, to the following individuals at the following addresses or facsimile numbers and shall be effective when sent or transmitted:

Court:

For Judge W. Duncan Whitney:

Colleen Teahan

Administrative Assistant for Judge Whitney

Delaware County Common Pleas Court

91 North Sandusky Street, 2nd Floor

Delaware, Ohio 43015

Facsimile: (740) 833-2529

Email: cteahan@co.delaware.oh.us

For Judge Everett H. Krueger:

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KOS@co.delaware.oh.us

Contractor:

Paul Coleman

President and CEO

Maryhaven, Inc.

1791 Alum Creek Drive

Columbus, Ohio 43207

Facsimile: (614) 545-0239

Email: pcoleman@maryhaven.com

**28. ANTI-DISCRIMINATION CLAUSES.**

The Contractor warrants and agrees to the following:

A. That in the hiring of employees for the performance of work under this Contract or any subcontract, the Contractor shall not, by reason of race, color, religion, sex, sexual orientation, Vietnam-era veteran status, age, handicap, national origin, or ancestry, discriminate against any citizen of this state in the employment of a person qualified to perform the work in which this Contract relates; and,

B. That neither the Contractor nor any of its subcontractors or any person acting on behalf of the Contractor shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Contract on account of race color, religion, sex, sexual orientation, Vietnam-era veteran status, age, handicap, national origin or ancestry; and,

C. That neither the Contractor nor any of its subcontractors or any person acting on behalf of the Contractor shall, in any manner, discriminate against, intimidate, or retaliate against any person receiving Services under this Contract on account of race color, religion, sex, sexual orientation, Vietnam-era veteran status, age, handicap, national origin or ancestry; and,

D. The Contractor warrants that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in R.C. § 122.71. Annually, the Contractor shall file a description of the affirmative action program and a progress report on its implementation with the Ohio Civil Rights Commission and the Minority Business Development Office established under R.C. § 122.92.

29. **WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY.** Ohio Revised Code (O.R.C.) §9.24 prohibits the County from awarding a contract to any party against whom the Auditor of the State has issued a finding for recovery if the finding for recovery is “unresolved” at the time of the award. By signing this Contract, the Contractor warrants that it is not now and will not become the subject of an “unresolved” finding for recovery under O.R.C. §9.24.

30. **DELINQUENT PERSONAL PROPERTY TAXES.** The Contractor certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.

31. **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 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. The Contractor, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding with, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part of this Contract.

32. **DRUG FREE ENVIRONMENT.** The Contractor agrees to comply with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

33. **ASSIGNMENT.** The Contractor shall not assign this Contract to any other person or party without the Court’s prior written consent, which can be withheld in the Court’s sole and absolute discretion.

34. **SUBCONTACTING.** The Contractor may, with prior written approval of the Court, subcontract any portion of this Contract. The Court approval of a subcontract can be withheld in the Court’s sole and absolute discretion. If Services are subcontracted, the Contractor shall cause the subcontractor to agree to the terms and conditions of this Agreement. The Contractor shall also continue to act as the prime contractor for all subcontracted Services and shall assume full responsibility for the performance of the Services. The Contractor will remain the sole point of contact and shall be ultimately responsible and liable for the performance of the



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Services provided pursuant to this Contract.

35. NO AUTHORITY TO BIND OTHER PARTY. Neither Party shall have the authority or right to bind or obligate the other Parties in any manner.

36. GOVERNING LAW/VENUE. This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio. The Contractor hereby irrevocable consents to such venue and jurisdiction.

37. MODIFICATIONS. This Contract may be modified by mutual agreement of the County and Contractor. Such modifications shall be in writing and signed by the County and Contractor. No oral understanding or modifications shall be binding on the Parties.

38. SEVERABILITY. The provisions of this Contract are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions, to the extent enforceable, shall nevertheless be binding and enforceable.

39. ENTIRE AGREEMENT. This Contract (and its Attachments) shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements, whether written or oral, between the Parties relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

40. SIGNATURES. Any person executing this Contract in a representative capacity hereby warrants that he/she has authority to sign this Contract or has been duly authorized by his/her principal to execute this Contract on such principal's behalf and is authorized to bind such principal.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates indicated below.

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

RESOLUTION NO. 14-108

IN THE MATTER OF APPROVING A CONTRACT FOR RECOVERY AND PREVENTION  
RESOURCES OF DELAWARE AND MORROW COUNTIES, INC. (R.P.R.) TO PERFORM  
SERVICES AND PROVIDE ASSESSMENTS TO BE USED BY THE DELAWARE COUNTY  
COMMON PLEAS COURT TO DETERMINE ELIGIBILITY FOR INTERVENTION IN LIEU OF  
CONVICTION:

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

Whereas, The Delaware County Common Pleas Court Judges and Staff recommend approval of the following contract;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following contract with Recovery And Prevention Resources Of Delaware And Morrow Counties, Inc. (R.P.R.) to perform services and provide assessments to be used by The Delaware County Common Pleas Court to determine eligibility for intervention in lieu of conviction:

CONTRACT FOR RECOVERY AND PREVENTION RESOURCES OF DELAWARE AND  
MORROW COUNTIES, INC. (R.P.R.) TO PERFORM SERVICES AND  
PROVIDE ASSESSMENTS TO BE USED BY THE DELAWARE COUNTY COMMON PLEAS  
COURT TO DETERMINE ELIGIBILITY FOR INTERVENTION IN LIEU OF CONVICTION

This Contract is entered into by and between the Board of Delaware County Commissioners ("Board"), whose principal place of business is located at 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Common Pleas Court ("Court"), whose principal place of business is located at 91 North Sandusky Street, Delaware, Ohio 43015 (Board and Court collectively "County") and Recovery and Prevention Resources of Delaware and Morrow Counties, Inc. (R.P.R.) ("Contractor"), whose principal place of business is located at 118 Stover Drive, Delaware, Ohio 43015, for the Contractor to perform services and provide an assessment to be used by the Court to determine eligibility for intervention in lieu of conviction. (Individually "Party," collectively "Parties").

PRELIMINARY STATEMENTS

WHEREAS, for the purpose of determining an offender's eligibility for intervention in lieu of conviction and recommending an appropriate intervention plan, the Court is required by R.C. § 2951.041(A)(1) to obtain an assessment of the offender ("Assessment"); and,

WHEREAS, the Contractor agrees to provide such Assessments to the Court upon the terms and conditions of this

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Contact; and,

WHEREAS, the Court desires to engage the Contractor to perform such assessments and the Contractor agrees to accept such engagement.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual promises and agreements of the Parties contained herein, it is agreed as follows:

1. **TERM.** The term of this Contract shall be one (1) year beginning on the date that the last Party signs this Contract, unless terminated earlier in conformance with the provisions of Section 19 of this Contract.
2. **RENEWAL.** Upon written agreement of the Parties, this Contract may be renewed for successive one (1) year periods subject to the same terms and conditions provided herein and upon any such terms and conditions as may be specifically agreed upon, added and/or amended in writing by the Parties.
3. **SCOPE OF SERVICES.** The Contractor shall provide Assessments, as required by and consistent with R.C. § 2951.041(A)(1), to be used by the Court for the purpose of determining an offender's eligibility for intervention in lieu of conviction and recommending an appropriate intervention plan (collectively "Services"). The Services shall include the following:
  - a. The Contractor shall provide the Services pursuant to an Order of the Court ordering an Assessment.
  - b. The Court will notify the Contractor immediately upon ordering an Assessment. The Court will email the Order to the Contractor's designated recipient. If the Contractor's designated recipient agrees to provide the Services and Assessment, that determination will be provided via email to the Court's designated recipient within three (3) business days of receipt of the Court's email requesting Services and an Assessment.
  - c. If the Contractor determines not to provide the Services and Assessment, the Contractor will notify the Court's designated recipient via email of such determination and the reason(s) for such determination within three (3) business days of receipt of the Court's email requesting Services and an Assessment. The Court shall then be free to make alternative arrangements for the Services and Assessment.
  - d. The Services and Assessment will be provided by the Contractor under the terms and conditions as contained in this Contract.
  - e. The Services shall be provided through a properly certified provider or by a properly credentialed professional.
  - f. If the offender alleges that drug or alcohol usage by the offender was a factor leading to the criminal offense with which the offender is charged, or that the offender had a mental illness or was a person with intellectual disability either or which was a factor leading to the criminal offense with which the offender is charged, the offender shall be assessed by a provider certified pursuant to R.C. § 5119.36 or a properly credentialed professional.
  - g. The Contractor warrants that it possesses the necessary licenses, certifications, registrations, qualifications, expertise, and experience to perform the Services.
  - h. All Services shall be performed in a diligent and professional manner.
  - i. All Services shall be performed at an out-patient level.
  - j. The individual(s) performing the Services and providing the Assessment shall personally meet with each offender for whom Services are being provided and for whom an Assessment will be prepared. If the offender does not appear for the Services/Assessment, the requirement of this subsection does not apply and the Contractor shall provide a report to the Court explaining the notice to appear provided to the offender, any attempts made to get the offender to appear, and the fact that the offender did not appear.
  - k. Upon performing the Services, the Contractor shall prepare and provide to the Court a written Assessment of the offender consistent with the requirements of R.C. § 2951.041(A)(1). The Assessment shall be written so as to assist the Court in determining an offender's eligibility for intervention in lieu of conviction and recommending an appropriate intervention plan. In addition to meeting the statutory requirements, the Assessment shall include any additional information requested by the Court.
  - l. The Services shall be provided and the Assessment shall be delivered to the Court within four (4) weeks of the Court's Order ordering the Assessment, unless some other period of time is provided by such Order.
  - m. The Contractor shall submit the Assessment to the Court as follows:

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For Judge W. Duncan Whitney – Physically:  
Colleen Teahan  
Administrative Assistant  
Delaware County Common Pleas Court  
91 North Sandusky Street, 2nd Floor  
Delaware, Ohio 43015

For Judge Everett H. Krueger - Electronically:  
KOS@co.delaware.oh.us

n. Ownership of all clinical documentation (e.g., initial assessment, notes, etc . . . ) will remain with the Contractor.

o. Upon receipt, the Court shall have and maintain ownership of the Assessment.

p. If desired by the Court and, in accordance with applicable federal and state confidentiality laws, the Contractor shall provide expert witness testimony about the contents of the Assessment.

4. **NO EXCLUSIVITY**

The Contractor shall not be the exclusive provider of the Services to the Court. The Court, in its sole discretion, may utilize other contractors to perform the same or similar Services.

5. **COMPETITIVE BIDDING NOT REQUIRED.** Consistent with R.C. § 307.86, this Contract is not required to be competitively bid. The Court does not desire to competitively bid this Contract.

6. **COMPENSATION FOR SERVICES.** In exchange for the Contractor providing the Services and Assessment pursuant to the terms and conditions of this Contract and in a manner satisfactory to the Court, payment shall be made to the Contractor as follows:

Consistent with the above chart, the County shall have no responsibility to pay for Services when the offender is a resident of Delaware County, Ohio or Morrow County, Ohio.

Except as otherwise ordered by the Court, the Court shall order the offender to reimburse the County any and all costs and/or expenses paid by the County for the Services/Assessment provided by the Contractor to the offender pursuant to this Contract.

MACSIS residency guidelines shall be used to determine an offender's county of residence and the applicability of the above charts. These guidelines may be found at <http://mha.ohio.gov/Default.aspx?tabid=391>.

7. **MAXIMUM PAYMENT.** The Contractor agrees to accept as full payment for the Services/Assessments, all rendered in a manner satisfactory to the Court, the lesser of the following: (1) the maximum amount of Twenty Thousand Dollars and No Cents (\$20,000.00) or (2) the dollar amount equal to the number of actual completed Assessments provided by the Contractor to the Court multiplied by the dollar amount per Assessment, as provided by the charts in Section 6 of this Contract, for which Assessments the County is responsible for payment. It is expressly understood and agreed that in no event shall the total amount to be paid to the Contractor for Services exceed the maximum of Twenty Thousand Dollars and No Cents (\$20,000.00).

Should the Parties recognize that the dollar amount of this Contract is likely to or will exceed the maximum payment stated herein, the Parties may negotiate to amend the Contract to increase such dollar amount. Any such amendment shall be mutually agreed to by both Parties and be signed by both Parties.

8. **PAYMENT FOR SERVICES.** The Contractor shall only submit an invoice to the Court where the offender is not a resident of Delaware County, Ohio and has no insurance. The Contractor shall determine whether the offender has insurance. If the offender does not have insurance, the Contractor shall determine the offender's eligibility for Medicaid and, if eligible, shall submit to Medicaid invoices for Services performed under this Contract for such offender. If the Contractor receives Medicaid reimbursement for the offender, the County shall not be liable for the cost of the Contractor providing Services to the offender under this Contract. The Contractor shall also determine hardship.

To receive payment, the Contractor shall submit to the Court proper invoices for Services actually rendered. Such invoices shall be itemized and shall include documentation, satisfactory to the Court, of Services actually provided. At a minimum, the invoice shall include the following:

- a. Contractor's name,
- b. Offender's name,
- c. Dates of Service,
- d. Name of individual providing the Services,
- e. Type/Description of Services,
- f. Detailed cost break-out by Service,
- g. Total invoice amount,

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- h. Information on where to submit payment,
- i. Contact information for an individual that can answer questions regarding the Services/invoice.

The Contractor shall submit invoices to the Court as follows:

For Judge W. Duncan Whitney - Physically:  
 Joyce Stimmel  
 Office Manager for Judge Whitney  
 Delaware County Common Pleas Court  
 91 North Sandusky Street, 2nd Floor  
 Delaware, Ohio 43015

For Judge Everett H. Krueger - Electronically:  
 KOS@co.delaware.oh.us

The Contractor shall submit invoices to the Court within thirty (30) days of providing the Service, unless the invoice was first submitted for Medicaid reimbursement that was denied, in which case the Contractor shall submit the invoice within thirty (30) days of Medicaid reimbursement being denied. The County shall not be liable for payment of any invoice submitted more than thirty (30) days after providing the Service or more than thirty (30) days after Medicaid reimbursement being denied, whichever is applicable.

Upon receipt of a timely submitted and proper invoice, the Court shall review the invoice for completeness. The Contractor agrees that the County may take up to Forty-Five (45) days to process the payment and make payment to the Contractor. The date of the warrant issued in payment shall be considered the date payment is made. The Contractor's payment shall not be initiated before a Proper Invoice is received by the Board.

Defective invoices shall be returned to the Contractor noting areas for correction. When such notification of defect is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.

The County will only pay for those Services authorized and referred to the Contractor by the Court and consistent with terms of this Contract.

9. **TAXES.** The County, including the Court, is a political subdivision and tax exempt. The Contractor therefore agrees to be responsible for all tax liability that accrues as a result of this Contract and the Services that the Contractor provides to the Court pursuant to this Contract.

10. **OVERPAYMENT.** In the event of overpayment, the Contractor agrees to reimburse or repay the County the amount of overpayment and that to which it is entitled.

11. **NO USE OF FUNDS FOR POLITICAL ACTIVITY.** The Contractor shall not use any funds provided under this Contract for publicity or for purposes of supporting or defeating legislation pending before any legislative body or for inherently religious programs, activities, or services.

12. **TRANSPORTATION.** All Service-related transportation of the offender is to be provided by the offender. If for any reason the Contractor provides transportation of the offender, any persons who transport the offender on behalf of the Contractor must have a current and valid driver's license and the Contractor shall conduct appropriate due diligence on the individual's driving record. The Contractor agrees that any vehicle used by the Contractor in transporting the offender under this Contract must have full and proper automotive insurance coverage as required by law and this Contract.

13. **LICENSES.** The Contractor certifies and warrants that the Contractor and/or all of the Contractor's employees or subcontractors performing the work under this Contract has/have obtained and maintain current all authorizations, qualifications, consents, approvals, orders, certifications, licenses, operator's licenses, or registrations (collectively "Licenses") necessary to provide and perform all the Services required of the Contractor by this Contract and to conduct business in the state of Ohio. The Contractor further certifies and warrants that all such Licenses are operative and current and have not been revoked or are not currently suspended for any reason.

14. **INDEPENDENT RECORDS.** The Contractor shall maintain independent books, records, documents, and papers involving transactions relative to the performance of this Contract which reflect all direct and indirect costs of any nature expended in the performance of this Contract.

15. **ACCESS TO RECORDS.** At any time, during regular business hours, with reasonable notice, and as often as the Court or any other agency or individual authorized by the Court may deem necessary and, subject to all applicable federal and state confidentiality and privacy laws, the Contractor shall make available to the Court or any other agency or individual authorized by the Court 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. The Court or any other agency or individual authorized by the Court shall be permitted by the Contractor to inspect, audit, make excerpts, photo static copies, and/or transcripts of any and all such documents relating to all matters covered by this Contract.

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16. **RETENTION OF RECORDS.** The Contractor shall retain and maintain and assure that all of its subcontractors 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 term of this Contract or the retention period, the Contractor shall retain and maintain, and assure that all of its subcontractors 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.

17. **NON-DISCLOSURE OF INFORMATION.** The Contractor agrees that it will not use or disclose any information concerning Court clients for any purpose unless necessary to the administration of the County's or Contractor's responsibilities under this Contract. The Contractor specifically agrees that it shall obtain prior written approval from the Court before permitting either of the following:

- a. Any videotaping, audio taping or photography of Court clients for any purpose that will primarily benefit the Contractor or will be used by broadcast or electronic media;
- b. The use of the names or identities of Court clients for the primary benefit of the Contractor or for use by the broadcast or electronic media.

18. **CONFIDENTIALITY/PRIVACY OF MEDICAL RECORDS.** The Parties shall adhere to and abide by all applicable privacy and confidentiality laws and regulations, including, but not limited to, all Federal laws and regulations governing the confidentiality of patient, health information, or medical records, including, but not limited to, HIPAA, 42 CFR Part 2, 45 CFR Parts 160 and 164, and any other applicable, Federal, State, or local laws or regulations which relate to the privacy and confidentiality of patient, health information, or medical records.

19. **TERMINATION.**

This Contract may be terminated as follows:

A. **Termination for Convenience**

Either Party may terminate this Contract at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Party.

B. **Breach or Default**

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies.

C. **Effect of Waiver of any Occurrence of Breach or Default**

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If either Party fails to perform an obligation or obligations under this Contract and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by either Party shall be authorized in writing and signed by an authorized person or a quorum of the authorized board.

Termination pursuant to this Section shall relieve either party of further obligation under this Contract, except that the Contractor shall be entitled to receive compensation for any Services satisfactorily performed hereunder through the date specified on the notice as the effective date of termination.

If the Contract is terminated pursuant to this Section, the Contractor shall have no cause of action against the County except for a cause of action for non-payment of contract Services rendered prior to the date of termination. In no event will the County be obligated to pay for any Services not actually performed by the Contractor.

20. **INDEPENDENT CONTRACTOR.** The Contractor 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.

The Contractor 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.

The Contractor and/or its officers, officials, employees, representatives, agents, and/or volunteers are not entitled to any benefits enjoyed by employees of the County, Board, or Court.

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21. INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT/ NO CONTRIBUTION TO OPERS.

The County is a public employer as defined in R.C. § 145.01(D). The County has classified the Contractor 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 the Contractor and/or its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Contract. The Contractor acknowledges and agrees that the 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 the Contractor is an individual or has less than five (5) employees, the Contractor, 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 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 Delaware County Auditor shall retain the completed Form and immediately transmit a copy of it to OPERS.

22. INDEMNIFICATION.

The Contractor shall provide indemnification as follows:

A. To the fullest extent of the law and without limitation, the Contractor agrees to and shall indemnify and hold free and harmless the Court, the Board, and Delaware County, Ohio 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 the Contractor’s or any subcontractor’s performance of this Contract or the actions, inactions, or omissions of the Contractor or any subcontractor, including, but not limited to the performance, actions, inactions, or omissions of the Contractor’s or any subcontractor’s boards, officers, officials, employees, volunteers, agents, servants, or representatives (collectively “Contracted Parties”). The Contractor agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Contractor 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. The Contractor further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Contractor 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. The Contractor 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.

23. INSURANCE. The Contractor shall carry and maintain throughout the life of the Contract such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Contract or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this Contract, the Contractor shall present to the Court current certificates of insurance and shall maintain current, without lapse, such insurance during and throughout the entire term of this Contract. Said insurance shall, at a minimum, be of a type which is customary in the industry or is required by law, which ever is the greater standard. Such insurance shall provide coverage in an amount that is both standard in the industry and adequate to protect the Contractor and the Indemnified Parties against any and all liability or damages arising from the Services provided under the Contract. The Contractor shall be responsible for any and all premiums for such policy(ies).

In addition to the rights and protections provided by the insurance policies as required above, the Board shall retain any and all such other and further rights and remedies as are available at law or in equity.

24. PROFESSIONAL INSURANCE. Throughout the life of the Contract, the Contractor shall provide and maintain current, without lapse, professional liability insurance for it and its employees providing services under this Contract. Such insurance shall provide coverage in an amount that is both standard in the industry and adequate to protect the Contractor and the Indemnified Parties against any and all liability or damages arising from the professional Services provided under the Contract. The Contractor shall be responsible for any and all premiums for such policy(ies). At any time throughout the life of the Contract, the Court may request proof of such insurance. Proof of such insurance shall be promptly provided upon request.

25. WORKERS’ COMPENSATION INSURANCE. The Contractor shall carry Workers’ Compensation Liability Insurance as required by Ohio law for any work to be performed within the state of Ohio, as applicable

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by law. The Contractor shall be responsible for any and all premiums for such policy(ies).

26. **CONFLICT OF INTEREST.** No personnel of the Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, the work under this Contract is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Court in writing.

Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless the Court shall determine that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to public interest.

27. **WAIVER.** No rights in this Contract shall be waived unless specifically agreed upon in writing by the Parties. A waiver by any Party shall not constitute a continuing waiver by such Party.

28. **NOTICES.** All notices, consents, and/or other communications which may or are required to be given by this Contract or by operation of law, shall be in writing and shall be deemed duly given if personally (hand) delivered, sent by certified or registered United States Mail, return receipt requested, sent via nationally recognized and reputable overnight express courier, return receipt requested, via facsimile, confirmation of delivery, or email, confirmation of delivery, to the following individuals at the following addresses or facsimile numbers and shall be effective when sent or transmitted:

Court:

For Judge W. Duncan Whitney - Physically:

Colleen Teahan

Administrative Assistant for Judge Whitney

Delaware County Common Pleas Court

91 North Sandusky Street, 2nd Floor

Delaware, Ohio 43015

Facsimile: (740) 833-2529

Email: cteahan@co.delaware.oh.us

For Judge Everett H. Krueger:

KOS@co.delaware.oh.us

Contractor:

Tony Williams

Chief Executive Officer

Recovery and Prevention Resources of

Delaware and Morrow Counties, Inc.

118 Stover Drive.

Delaware, Ohio 43015

Facsimile: (740) 363-8742

Email: tw@rprdm.org

29. **ANTI-DISCRIMINATION CLAUSES.**

The Contractor warrants and agrees to the following:

A. That in the hiring of employees for the performance of work under this Contract or any subcontract, the Contractor shall not, by reason of race, color, religion, sex, sexual orientation, Vietnam-era veteran status, age, handicap, national origin, or ancestry, discriminate against any citizen of this state in the employment of a person qualified to perform the work in which this Contract relates; and,

B. That neither the Contractor nor any of its subcontractors or any person acting on behalf of the Contractor shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Contract on account of race color, religion, sex, sexual orientation, Vietnam-era veteran status, age, handicap, national origin or ancestry; and,

C. That neither the Contractor nor any of its subcontractors or any person acting on behalf of the Contractor shall, in any manner, discriminate against, intimidate, or retaliate against any person receiving Services under this Contract on account of race color, religion, sex, sexual orientation, Vietnam-era veteran status, age, handicap, national origin or ancestry; and,

D. The Contractor warrants that it has a written affirmative action program for the employment and effective

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utilization of economically disadvantaged persons, as defined in R.C. § 122.71.

30.      **WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY.** Ohio Revised Code (O.R.C.) §9.24 prohibits the County from awarding a contract to any party against whom the Auditor of the State has issued a finding for recovery if the finding for recovery is “unresolved” at the time of the award. By signing this Contract, the Contractor warrants that it is not now and will not become the subject of an “unresolved” finding for recovery under O.R.C. §9.24.
31.      **DELINQUENT PERSONAL PROPERTY TAXES.** The Contractor certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.
32.      **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 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. The Contractor, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding with, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part of this Contract.
33.      **DRUG FREE ENVIRONMENT.** The Contractor agrees to comply with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.
34.      **ASSIGNMENT.** The Contractor shall not assign this Contract to any other person or party without the Court’s prior written consent, which can be withheld in the Court’s sole and absolute discretion.
35.      **SUBCONTACTING.** The Contractor may, with prior written approval of the Court, subcontract any portion of this Contract. The Court approval of a subcontract can be withheld in the Court’s sole and absolute discretion. If Services are subcontracted, the Contractor shall cause the subcontractor to agree to the terms and conditions of this Agreement. The Contractor shall also continue to act as the prime contractor for all subcontracted Services and shall assume full responsibility for the performance of the Services. The Contractor will remain the sole point of contact and shall be ultimately responsible and liable for the performance of the Services provided pursuant to this Contract.
36.      **NO AUTHORITY TO BIND OTHER PARTY.** Neither Party shall have the authority or right to bind or obligate the other Parties in any manner.
37.      **GOVERNING LAW/VENUE.** This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio. The Contractor hereby irrevocable consents to such venue and jurisdiction.
38.      **MODIFICATIONS.** This Contract may be modified by mutual agreement of the County and Contractor. Such modifications shall be in writing and signed by the County and Contractor. No oral understanding or modifications shall be binding on the Parties.
39.      **SEVERABILITY.** The provisions of this Contract are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions, to the extent enforceable, shall nevertheless be binding and enforceable.
40.      **ENTIRE AGREEMENT.** This Contract (and its Attachments) shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements, whether written or oral, between the Parties relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.
41.      **SIGNATURES.** Any person executing this Contract in a representative capacity hereby warrants that he/she has authority to sign this Contract or has been duly authorized by his/her principal to execute this Contract on such principal’s behalf and is authorized to bind such principal.
- IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates indicated below.

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



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**IN THE MATTER OF SETTING BID OPENING DATE AND TIME FOR ITB #14-02 – SECURITY SERVICES FOR DELAWARE COUNTY:**

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

Whereas, the Manager of Facilities recommends the invitation to bid for ITB #14-02 – Security Services for Delaware County;

Now Therefore Be It Resolved, that the Board of Delaware County Commissioners approve the invitation to bid for ITB #14-02 – Security Services

**PUBLIC NOTICE  
INVITATION TO BID  
ITB #14-02 – SECURITY SERVICES**

Notice to bidders are posted on the internet and may be viewed on Delaware County's web page at <http://www.co.delaware.oh.us> under the heading Current Bids.

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, at 101 North Sandusky Street, Delaware, Ohio 43015 until **10:00 AM on Wednesday, February 26, 2014**, at which time they will be publicly opened and read and the contract awarded as soon as possible, for Professional Security Services for Delaware County.

Each bid must contain the full name of every person or company interested in same, and be accompanied by an acceptable bid bond or certified check in the amount of \$500 made payable to Delaware County, Ohio. Bid specifications may be obtained on line or by contacting the Delaware County Facilities Management Office at (740) 833-2280, email [jmelvin@co.delaware.oh.us](mailto:jmelvin@co.delaware.oh.us), or in person at 1405 US 23 North, Delaware, Ohio during normal business hours.

The County reserves the right to reject any and all bids, in whole or in part, to waive any defect in any or all bids, to accept the bid or part it deems to be the lowest and best. Bids shall be submitted in a sealed envelope marked "Sealed Bid for Security Services". No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

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

**RESOLUTION NO. 14-110**

**IN THE MATTER OF AWARDING A CONTRACT TO POLYDYNE INC. FOR VARIOUS EMULSION POLYMERS:**

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

Sealed bids for supply of various emulsion polymers were received by the County of Delaware, Ohio at the Office of the Sanitary Engineer at 11:00 o'clock AM local time January 22, 2014.

One (1) bid was received. The lowest and best bid received was received from Polydyne, Inc.

Therefore be it resolved that the supply of various emulsion polymers be awarded to Polydyne, Inc. The sanitary engineer shall prepare the necessary notice of award and contract documents and submit them to the contractor for execution.

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

**RESOLUTION NO. 14-111**

**IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR NORTHSTAR SECTION 1, PHASE D:**

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

Whereas, the Director of Environmental Services recommends approval of the Sanitary Subdivider's agreement:

Therefore, Be It Resolved the Board of Commissioners approve the Sanitary Subdivider's Agreement For NorthStar Section 1, Phase D:

SUBDIVIDER'S AGREEMENT  
DELAWARE COUNTY SANITARY ENGINEER

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THIS AGREEMENT executed on this 3rd day of February 2014, by and between NORTHSTAR RESIDENTIAL DEVELOPMENT LLC, herein after called "SUBDIVIDER", and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the NORTHSTAR SECTION 1, PHASE D, Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

There are 43 single family residential equivalent connections approved with this AGREEMENT.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for NORTHSTAR SECTION 1, PHASE D all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

**OPTIONS:**

- (1) Should SUBDIVIDER elect to record the plat prior to beginning construction, SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$215,937) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should SUBDIVIDER elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as SUBDIVIDER elects to record the plat. At that time, the SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the SANITARY ENGINEER.

The SUBDIVIDER hereby elects to use Option 2 for this project.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of the SUBDIVIDER, and any of its contractors or sub-contractors, or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of SUBDIVIDER, and any of its contractors or the contractors' agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of this AGREEMENT by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be replaced by the SUBDIVIDER, when in the opinion of the COUNTY, the representative's performance is deemed inadequate.

The SUBDIVIDER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this Subdivision.

Should the SUBDIVIDER become unable to carry out the provisions of this AGREEMENT, the SUBDIVIDER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this AGREEMENT.

**SANITARY SEWER CONSTRUCTION**

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall pay the DELAWARE COUNTY SANITARY ENGINEER three and one-half percent (3½%) of the estimated construction cost of the IMPROVEMENTS for plan review (\$7557.80). The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$17,275 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of \$600.00 or less, as a result of charges against the same at the rate of:

INSPECTOR \$75.00 per hour  
CAMERA TRUCK \$150.00 per hour

for time spent by said SANITARY ENGINEER or his or her staff, the SUBDIVIDER shall make an additional deposit of \$600.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of

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same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER. All public sanitary sewers and private laterals to offsite properties shall have a recorded permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be approved by the DELAWARE COUNTY SANITARY ENGINEER. The dimensions of all easements shall be as shown on the approved engineering drawings.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

After said acceptance, the capacity charge shall be paid by the applicant upon request to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect to the sanitary sewer.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- (1) "as built" drawings of the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in DWG format & PDF format.
- (2) An excel spreadsheet, from a template as provided by the DELAWARE COUNTY SANITARY ENGINEER, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) an itemized statement showing the cost of IMPROVEMENTS
- (4) an Affidavit or waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.
- (5) documentation showing the required sanitary sewer easements

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or its agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

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

**RESOLUTION NO. 14-112**

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

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

The Director of Emergency Medical Services recommends the promotion of Andrew Lunn to a full-time Paramedic with the EMS Department; effective February 3, 2014;

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Therefore Be it Resolved, the Board of Commissioners approve the promotion of Andrew Lunn to a full-time Paramedic with the EMS Department; effective February 3, 2014.

The Director of Emergency Medical Services recommends the promotion of Megan Tornberg to a full-time Paramedic with the EMS Department; effective February 7, 2014;

Therefore Be it Resolved, the Board of Commissioners approve the promotion of Megan Tornberg to a full-time Paramedic with the EMS Department; effective February 7, 2014.

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

ADMINISTRATOR REPORTS

Tim Hansley

- Data Board President has asked for \$42,000 for payroll issues. Will be brought to the Board on Thursday

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien

- Thursday's Regional Planning meeting went well. There are more applications than normal.

Commissioner Merrell

- Attended the Delaware Area Chamber awards dinner on Thursday

Commissioner Stapleton

- No report

RECESS UNTIL 4:00/RECONVENE 4:00PM

RESOLUTION NO. 14-113

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to adjourn into Executive Session at 4:00PM.

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

RESOLUTION NO. 14-114

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to adjourn out of Executive Session at 4:15 PM.

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

RESOLUTION NO. 14-115

IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE COUNTY LAW LIBRARY RESOURCES BOARD:

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

WHEREAS, the Delaware County Law Library Resources Board was established on July 1, 2009, pursuant to section 307.51, et seq., of the Revised Code; and

WHEREAS, the Delaware County Board of Commissioners is responsible for the appointment of two members of the Delaware County Law Library Resources Board, pursuant to section 307.511 of the Revised Code; and

WHEREAS, Nanette Neidhardt's term as a member of the Delaware County Law Library Resources Board expired on December 31, 2013, and Ms. Neidhardt has applied for reappointment;

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

Section 1. The Board of Commissioners hereby approves the appointment of Nanette Neidhardt as a member to the Delaware County Law Library Resources Board for a term ending on December 31, 2018.

Section 2. The appointment approved herein shall be effective immediately upon adoption.

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

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There being no further business, the meeting adjourned.

\_\_\_\_\_  
Gary Merrell

\_\_\_\_\_  
Ken O'Brien

\_\_\_\_\_  
Dennis Stapleton

\_\_\_\_\_  
Jennifer Walraven, Clerk to the Commissioners