

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 23, 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. 14-1211

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 20, 2014:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on October 20, 2014; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

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

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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 14-1212

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1022, AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR1022:

It was moved by Mr. O'Brien, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1022, Procurement Card Payments in batch number PCAPR1022 and Purchase Orders as listed below:

| <u>Vendor</u> | <u>Description</u> | <u>Account</u> | <u>Amount</u> |
|---------------------|-----------------------------|----------------|---------------|
| PO' Increase | | | |
| PNC Bank | Procurement Card Facilities | 10011105-5200 | \$14,000.00 |

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

RESOLUTION NO. 14-1213

IN THE MATTER OF GRANTING THE ANNEXATION PETITION OF 102.4 ACRES OF LAND IN BERLIN TOWNSHIP TO THE CITY OF DELAWARE:

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

Whereas, on September 26, 2014, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by David W. Fisher, agent for the petitioners, of 102.4 acres, more or less, in Berlin Township to the City of Delaware; and

Whereas, ORC Section 709.023-Expedited Type 2 Annexation Petition; Petitions By All Property Owners With Or Without Consent of Municipality & Township(s) – If the Municipality or Township does not file an objection within 25 days after filing of annexation, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation; and

Whereas, 25 days have passed and the Clerk of the Board has not received an objection from the City of Delaware or the Township of Berlin;

Therefore, Be It Resolved, the Delaware County Board of Commissioners grants the annexation petition request to annex 102.4 acres, more or less, in Berlin Township to the City of Delaware.

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

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RESOLUTION NO. 14-1214

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE SERVICE CENTER:

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

| Appropriation Transfer | | | | | | |
|--|-------------|---|-------------|-----|---------------|-----|
| From | | To | | | | |
| 10011106/5228 | | 10011106/5328 | | | | |
| Service Center/Vehicle Maint. Supplies | | Service Center/Maint. & Repair Services | | | \$8,500.00 | |
| Vote on Motion | Mr. Merrell | Aye | Mr. O'Brien | Aye | Mr. Stapleton | Aye |

RESOLUTION NO. 14-1215

IN THE MATTER OF APPROVING A PRINT SERVICE RENTAL AGREEMENT BETWEEN MT TECHNOLOGIES, INC.; THE DELAWARE COUNTY PROSECUTING ATTORNEY’S OFFICE AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS FOR A RICOH 9001 AND RICOH 5002 COPIERS:

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

Exclusive Print Service Rental Agreement Between
MT Technologies, Inc. and the Delaware County Prosecuting Attorney’s Office

Parties to the Agreement

This Agreement is made and entered into this 23rd day of October, 2014, by and between MT Business Technologies, Inc., whose address is 1150 National Parkway, Mansfield, Ohio (hereinafter, “MT”), the Delaware County Board of County Commissioners, and the Delaware County Prosecuting Attorney’s Office, whose address is 140 N. Sandusky Street, 3rd Floor, Delaware, Ohio (hereinafter, “Customer”) (hereinafter, collectively referred to as the “Parties”).

Preliminary Statements

WHEREAS, the customer is in need of a Richo 9001 and Richo 5002. Copier (hereinafter, “Equipment”) and attendant maintenance and services; and

WHEREAS, MT is willing to make available such Equipment and provide services attendant to the rental of such Equipment; and

WHEREAS, MT is qualified and willing to provide the Equipment and services, at an agreed-upon price and under the terms as set forth below.

Statement of the Agreement

NOW, THEREFORE, the Parties mutually agree as follows:

1. PURPOSE OF AGREEMENT
- The purpose of this Agreement is to state the covenants and conditions under which MT will rent to Customer, and the Customer will rent from MT, a Richo 9001 and Richo 5002 Copier. Further, MT will provide attendant maintenance and services for the Equipment.
2. TERM
- This Agreement shall be effective as of October 23, 2014, and shall be for a term of 39 months.
3. RENEWAL
- Upon written agreement of the Parties, this Agreement may be renewed for a successive 36 month term, 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.
4. SCOPE OF SERVICES/DELIVERABLES
- a. MT will deliver the Equipment to Customer at the address indicted above. MT will service and maintain the Equipment at its location in Customer’s office.

b. The equipment is the sole property of MT, together with additions, replacements, or substitutions therefore. Customer shall not make any alterations to the Equipment nor move the same to any location other than as set forth herein, nor assign the contract without the written consent of MT.

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Customer shall execute any documents required to perfect a security interest in MT with respect to the Equipment.

- c. In the event of loss or damage of any kind to the Equipment herein leased, Customer, at the option of MT, shall (a) repair the unite to a condition of good repair, condition, and working order, or (b) replace the same with like equipment in good repair, condition, and working order, at no additional cost to the Customer. Repair or replacement will take place within a reasonable time upon MT's receipt of notice of the malfunction.
- d. MT shall provide, without additional charge, all maintenance services which are required in order to maintain the Equipment in good working order, during the regular business hours of MT. Services required outside regular business hours will be charged to the Customer in accordance with MT's reasonable customary rates. Shipping and handling charges may be assessed to the Customer for supplies which are sent to the Customer and which are not contemplated by this Agreement.
- e. Each Party agrees to be responsible for any damages or losses caused to the lease Equipment solely by its own negligence, actions, inactions, or omissions.

In the event of any loss, damage, injury, or harm to any person or any property, real or personal, regardless of owner, arising out of or resulting in whole or in part from any negligence, actions, inactions, or omissions of MT or otherwise related to the performance of this Agreement, MT shall assume full responsibility for, shall indemnify and hold free and harmless, the Customer, the Delaware County Board of Count Commissioners, and Delaware County from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses arising from such loss, damage, injury, or harm.

- f. Payment for Equipment rental and services during the term shall be made by Customer in accordance with the schedule for prints made from the Equipment as follows:
 - **Monthly Rental: \$604.00**
 - **Each Black and White Print: .01 (one cent)**
 - **Black toner is included in the above stated price schedule**
 - **Black and color developer is included in the above stated price schedule**
 - **Software and data is excluded from the above stated price schedule.**
- g. Customer agrees to use only MT approved supplies with the Equipment and to provide MT with access to the Equipment, attachments, and records of Customer during reasonable times if verified computation of copies is deemed necessary by MT.

5. INVOICING

MT invoices will be mailed to Customer monthly. Payment under this Agreement shall be paid based on invoices, and shall not be paid in the absence of an invoice compliant with the terms of this Agreement. Invoices shall be submitted to the Customer on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The Customer may request additional documentation to substantiate said invoices and MT shall promptly submit documentation as needed to substantiate said invoices.

The terms are net thirty (30) days. Carrying of 1 ½% per month shall be applied on any balance not paid within the 30-day period. Imposition of carrying charges shall not be deemed a waiver of any other remedy available to MT under this Agreement.

6. OVERPAYMENTS

In case of overpayment, MT agrees to repay the Customer the amount of overpayment to which it is entitled.

7. TAXES

The Customer is a political subdivision or a department thereof and is tax exempt. MT therefore agrees to be responsible for all tax liability that accrues as a result of this Agreement and the services that MT provides to the Customer pursuant to this Agreement.

8. WARRANTY

MT warrants that the Equipment, when installed, will be in a satisfactory working condition fit for the purposes to which the Equipment is ordinarily used. MT warrants that it will provide all necessary and regular maintenance and servicing for the Equipment, in order to maintain the Equipment, during the term of this Agreement, in a satisfactory working condition fit for its ordinary purposes. MT warrants that the maintenance services it provides pursuant to this Agreement are warranted, performed properly and are free from defects. MT, without cost to the Customer, shall promptly correct any service that it provides pursuant to this Agreement that has not been properly performed or is defective.

MT further warrants that all of its officers, employees, volunteers, representatives, and/or servants that will be performing services under this Agreement are properly trained and/or licensed to be performing the tasks that they will be performing under this Agreement.

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MT disclaims liability for consequential damages in the event of the failure of MT to perform any obligation under this Agreement or for any liability to perform any obligation hereunder caused by reasons beyond the control of MT.

9. TERMINATION

a. Breach or Default

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, 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 Agreement 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. In the event of such a breach or default, MT shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

If the contract is terminated by either party, MT may, at its option, enter the premises of Customer and recover the equipment, attachments and any supplies sold by MT to Customer and not then fully paid for.

b. Waiver

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 any Party fails to perform an obligation or obligations under this Agreement 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 any Party shall be authorized in writing and signed by an authorized Party representative.

c. Liquidated Damages

If the Customer terminates this Agreement prior to the end of the term, Customer shall, at the option of MT and in lieu of MT's alternative remedies for damages, pay MT as liquidated damages and not as a penalty that amount indicated as the Monthly Rental (above) multiplied by the number of months of unexpired rental time remaining under this Agreement, together with prior amounts in default, if any.

10. ACCESS TO AND RETENTION OF RECORDS

At any time, during regular business hours, with reasonable notice and as often as the Customer, the Comptroller General of the United States, the State, or other agency or individual authorized by the Customer may deem necessary, MT shall make available to any and/or all the above named Parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Agreement. The Customer and the above named parties shall be permitted by MT to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Agreement.

MT, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Agreement, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to the performance of this Agreement. If an audit, litigation, or other action is initiated during the time period of this agreement, MT 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. Such records shall be subject at all reasonable times to inspection, review, or audit by duly authorized federal, state, local, and/or Customer personnel.

11. INDEMNIFICATION

MT shall provide indemnification as follows:

a. To the fullest extent of the law and without limitation, MT agrees to indemnify and hold free and harmless the Customer, the Board of Delaware County Commissioners, 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 MT's, any subcontractor's or any subcontractor's performance of this Agreement or the actions, inactions, or omissions of MT, any subcontractor, including, but not limited to the performance, actions, inactions or omissions of MT's, any subcontractor's officers, officials, boards, employees, agents, servants, volunteers, or representatives (collectively "Contracted Parties".) MT agrees that in the event of or should any such actions, claims, suits, or demands be brought

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against the Indemnified Parties that MT 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. MT further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that MT 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. MT 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 acts, inactions, or omissions negligent or accident, actual or threatened, intentional or unintentional of the Contracted Parties.

12. INSURANCE

a. General Liability

MT shall maintain commercial general liability insurance of \$1,000,000 for each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.

b. Automobile Liability Coverage

MT shall maintain automobile liability insurance of \$1,000,000 for each accident. Such coverage shall include coverage for owned, hired, and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.

c. Worker's compensation Coverage

MT shall maintain worker's compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

d. Additional Insureds

The Customer and the Delaware County Board of County Commissioners shall be named as an additional insureds with respect to all activities under this Agreement in the policies required by subsections (a) and (b). MT shall require all of its subcontractors to provide like endorsements.

e. Proof of Insurance

Prior to the commencement of any work under this Agreement, MT, and all of its subcontractors, shall furnish the Customer with properly executed certificates of insurance for all insurance required by this Agreement and properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements listing the additional insureds as required in Subsection (d). Certificates of insures shall provide that such insurance shall not be cancelled without thirty (3) days prior written notice to the Customer. MT will replace certificates for any insurance expiring prior to the expiration of the term under this Agreement.

13. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

14. INDEPENDENT CONTRACTOR

MT agrees that it shall act in performance of this Agreement 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 Agreement.

MT 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 Agreement.

MT and/or its board members officers, officials, employees, representatives, agents, and/or volunteers are not entitled to any benefits enjoyed by employees of the Customer or Delaware County, Ohio.

15. INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT/OPERS FORM

The Customer is a public employer as defined in R.C. § 145.01(D). The Customer has classified MT 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 MT and/or any of its board members, officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. MT acknowledges and agrees that the Customer, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If MT is an individual or has less than five (5) employees, MT, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of his/her employees complete an OPERS Independent Contractor

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Acknowledgement Form (“Form”). The Form is attached hereto as Exhibit A and by this reference is incorporated as a part of this Agreement. The Customer shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If MT has five (5) or more employees, MT, by signature of its authorized representative below, hereby certifies such fact in lieu of completing the Form:

Signature

Printed Name

16. SUBSEQUENT HIRING OF MT EMPLOYEES

Customer shall not hire, solicit for hire, or aid any third party in hiring any current MT employee for a period of one (1) year following performance of any MT employee service.

16. 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 corporation, business trusty, 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/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding with, and/or performing the Contract. Such certification is attached to this Agreement as Exhibit B and by this reference is made a part of this Agreement.

17. EQUAL OPPORTUNITY

In fulfilling the obligations and duties of this Agreement, MT shall not discriminate against any employee of applicant for employment on the basis of race, religion, national origin, color, creed, gender, sexual orientation, age, Vietnam-era Veteran status, or disability, as defined in the Americans with Disabilities Act. MT shall ensure that applicants are hired and that employees are treated during employment without regard to any of the listed factors. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. MT agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that MT complies with all applicable federal and state non-discrimination laws. MT shall incorporate the foregoing requirements of this section in all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

18. DRUG FREE ENVIRONMENT

MT 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. MT 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.

19. FINDINGS FOR RECOVERY

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

20. NOTICES

All notices which may be required by this Agreement or by operation of any rule of law shall be hand delivered; sent via certified United States Mail, return receipt requested; sent via a nationally recognized and reputable overnight courier, return receipt requested; or via facsimile, confirmation of receipt required, to the following individuals at the following addresses and shall be effective on the date received.

Customer:
Nicole Ford, Office Manager
Delaware County Prosecuting Attorney’s Office
140 N. Sandusky Street, 3rd Floor,
Delaware, Ohio 43015

Tim Hansley, County Administrator
Delaware County Board of County Commissioners
101 N. Sandusky Street,
Delaware, Ohio 43015

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MT

Joe Monastra
MT Business Technologies, Inc.
1150 National Parkway
P.O. Box 37
Mansfield, Ohio 44901

21. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed and heard before the courts of Delaware County, Ohio.

22. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of the Agreement. All provisions of this Agreement shall be deemed severable.

23. ENTIRE AGREEMENT

This Agreement shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

24. INTERPRETATION

The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

25. SIGNATURES

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

26. EFFECT OF SIGNATURE

The signatures of the Parties below indicate that the signers and the entities that they represent agree to be bound by all the terms and conditions of this Contract.

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

RESOLUTION NO. 14-1216

IN THE MATTER OF TERMINATING A PRINT SERVICE RENTAL AGREEMENT BETWEEN MT TECHNOLOGIES, INC.; THE DELAWARE COUNTY PROSECUTING ATTORNEY'S OFFICE AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS FOR A RICOH 7500 S.P. COPIER:

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

AGREEMENT TO TERMINATE THE EXCLUSIVE PRINT SERVICE RENTAL AGREEMENT BETWEEN MT TECHNOLOGIES, INC. AND THE DELAWARE COUNTY PROSECUTING ATTORNEY'S OFFICE

This Agreement to Terminate the Exclusive Print Service Rental Agreement Between MT Technologies Inc. and the Delaware County Prosecuting Attorney ("Termination") is entered into this 23rd day of October, 2014 by and the Board of Commissioners, Delaware County, Ohio ("Board"), whose principal place of business is located at 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Prosecuting Attorney ("Prosecutor"), whose principal place of business is located at 140 North Sandusky Street, 3rd Floor, Delaware, Ohio 43015 (Board and Court collectively "Customer") and MT Business Technologies, Inc. ("MT"), whose principal place of business is located at 1150 National Parkway, P.O. Box 37, Mansfield, Ohio 44901 (individually "Party," collectively, "Parties").

WHEREAS, the Parties entered into an Exclusive Print Service Rental Agreement (hereinafter "Agreement") dated October 4, 2012 and effective October 16, 2012; and,

WHEREAS, the Parties mutually agree to terminate the Agreement in favor of entering a replacement Exclusive Print Service Rental Agreement.

NOW THEREFORE, for good and valuable consideration acknowledged by the Parties, the Parties agree as follows:

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1. TERMINATION

The Parties mutually agree to terminate the Agreement in favor of a replacement Exclusive Print Service Rental Agreement that will take the place of and supersede the Agreement. The effective date of termination shall be the effective date of the replacement Exclusive Print Service Rental Agreement.

Additionally, the Parties mutually agree that upon termination of the Agreement, neither Party shall have any further responsibilities, duties, or obligations under the Agreement, including, but not limited to, payment of rent or payment for services, supplies, or equipment. Further, as termination is mutual, the Customer shall not be subject to any liquidated damages as provided for in the Agreement.

2. SIGNATURES

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

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

RESOLUTION NO. 14-1217

IN THE MATTER OF APPROVING THE CANINE SUPPORT AND RELIEF FUND AKC PET
DISASTER RELIEF UNIT AGREEMENT BY AND BETWEEN AMERICAN KENNEL CLUB
COMPANION ANIMAL RECOVERY CORPORATION, D/B/A AKC REUNITE, AND THE
DELAWARE COUNTY BOARD OF COMMISSIONERS:

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

Whereas, the Assistant County Administrator/ Director of Administrative Services and the Delaware County Dog Warden recommend approving the Canine Support And Relief Fund AKC Pet Disaster Relief Unit Agreement by and between American Kennel Club Companion Animal Recovery Corporation, D/B/A AKC Reunite, and the Delaware County Board of Commissioners;

Therefore Be it Resolved, the Board of Commissioners approve the Canine Support And Relief Fund AKC Pet Disaster Relief Unit Agreement by and between American Kennel Club Companion Animal Recovery Corporation, D/B/A AKC Reunite, and the Delaware County Board of Commissioners.

CANINE SUPPORT AND RELIEF FUND
AKC PET DISASTER RELIEF UNIT AGREEMENT

This Agreement (the "Agreement") is entered into as of 10/16/14, by and between American Kennel Club Companion Animal Recovery Corporation, d/b/a AKC Reunite ("AKC Reunite"), and Delaware County Board of Commissioners ("Recipient"). AKC REUNITE and Recipient are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties."

AKC REUNITE is pleased to approve a grant in kind (the "Grant") from the Canine Support and Relief Fund to Recipient in the form of a trailer and supplies, collectively referred to as an AKC Pet Disaster Relief Unit ("PDRU"), for the protection and support of displaced pets and service animals in the event of a natural or man-made emergency or disaster (an "Emergency"). The Parties acknowledge that Recipient has not raised any funds, but local American Kennel Club ("AKC") member or licensed club(s) (such club(s), the "Sponsoring Club(s)") have raised funds in an amount equal to a portion of the total cost of the PDRU. The Local Funds have been donated to AKC REUNITE. The Grant is made subject to the terms and conditions set forth in this Agreement.

As a condition of the Grant, the Parties agree as follows:

- 1. Duties and Responsibilities of Grant Recipient.
 - 1.1. Use of PDRU. Subject to Section 1.6 below, Recipient agrees to use the PDRU solely for the purposes of providing care and shelter to displaced pets and service animals, particularly in the event of an Emergency.
 - 1.2. Maintenance of PDRU. Recipient agrees to securely store the PDRU, including its contents, when not in use, and to maintain the PDRU in compliance with proper standards of care. Recipient agrees to purchase and replenish as necessary the PDRU supplies (including cages, cleaning supplies, and other materials) after deployment and use, so that the PDRU is available at all times to protect and support approximately 50 pets and service animals in the event of an Emergency. Recipient agrees to obtain and maintain commercially appropriate insurance for the storage and use of the PDRU, and to provide AKC REUNITE with a certificate of insurance evidencing such continuing coverage.
 - 1.3. Prohibition Against Sale or Transfer of PDRU. Recipient agrees that it shall neither sell the PDRU nor otherwise transfer the PDRU to another organization or government unit or instrumentality, without the prior written consent of AKC REUNITE. Recipient further agrees that, in the event Recipient is no

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longer able to maintain the PDRU and wishes to relinquish ownership, Recipient shall either, in AKC REUNITE's sole discretion, transfer ownership of PDRU to AKC REUNITE or dispose of PDRU in a manner agreed to by AKC REUNITE.

- 1.4. Access to PDRU Transportation. Recipient confirms that it has access to a vehicle capable of transporting the PDRU, as needed, and shall maintain access to such vehicle, or a comparable vehicle. The truck or other vehicle should weigh at least ¾ ton and possess electric brakes and a 10,000 pound hitch.
 - 1.5. Signage on PDRU. Recipient agrees to maintain and display the logos existing on the PDRU at the time of delivery. At no time may the logos be defaced or removed. The Parties acknowledge and agree that, at the time of delivery, the PDRU shall include the logos of AKC and AKC REUNITE. The Parties further acknowledge and agree that the logos of (i) the Sponsoring Club(s) and (ii) other sponsoring organizations, in each case that have contributed at least \$1,000 to the purchase of the PDRU, may be included on the PDRU in the sole discretion of AKC REUNITE. With the prior written consent of AKC REUNITE, which may be granted or withheld in its sole discretion, the logo of Recipient may be displayed alongside the other logos. The size and placement of all logos shall be determined by AKC REUNITE in its sole discretion. No other logos or promotional material in any form whatsoever may be displayed on the PDRU at any time without the prior written consent of AKC REUNITE.
 - 1.6. Display Requirement. Recipient agrees to display the PDRU at community events, in cooperation with the Sponsoring Club(s), a minimum of two times per year. A "community event" should be expected to be widely attended by members of the community and may be related to pets and domestic animals. Acceptable community events include a local AKC dog show, an AKC Responsible Pet Ownership Day event, a county or state fair, a local holiday parade, and other similar events.
 - 1.7. Reporting Requirements. Recipient shall be provided annually with a Grant Follow Up Form (the "Form"), and Recipient agrees to complete and return the Form in compliance with the Form's instructions, on an annual basis. Annual completion and submission of the Form is both a condition to satisfying Recipient's obligations under this Agreement and a precondition to consideration by AKC REUNITE of any future grant application by Recipient. Additionally, on an annual basis, Recipient must provide a brief report to AKC REUNITE indicating the number of times the PDRU was used in the preceding year; the circumstances under which it was used in the preceding year; how many animals and what types of animals were served by the PDRU during the preceding year; and any additional pertinent information. If any information is already provided in the Form, it does not need to be reported separately.
 - 1.8. Transfer of Ownership. Recipient shall take full title, responsibility and liability for the PDRU.
2. Application for Future Grants. Receipt of the Grant neither guarantees nor precludes future grants by AKC REUNITE to Recipient. However, Recipient acknowledges and agrees that it must be in compliance with its obligations in Section 1.7 above to be considered for any future grant application.
 3. Representations and Warranties of Both Parties. Each Party represents and warrants to the other that:
 - 3.1. it is duly organized and in good standing pursuant to the laws of the jurisdiction in which it was formed;
 - 3.2. this Agreement has been duly authorized, executed and delivered by it, and the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the performance of the obligations hereunder shall not conflict with or result in any violation of or default under any provision of any other agreement or instrument to which it is a party or any license, permit, franchise, judgment, order, writ or decree, or any statute, rule or regulation, applicable to it;
 - 3.3. any and all approvals, permits, licenses or similar authorizations which may be required for it to enter into this Agreement and perform its obligations hereunder have been unconditionally obtained;
 - 3.4. no suit, action, claim, investigation or other proceeding is pending or, to the best of its knowledge, is threatened against it which questions the validity of this Agreement or any action taken or to be taken pursuant to this Agreement; and
 - 3.5. it has full power and authority to make the representations in this Agreement, and this Agreement is its valid and binding obligation, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting creditors' rights, and subject to general equitable principles.
 4. Representations and Warranties of Recipient. Recipient hereby represents and warrants to AKC Reunite that:
 - 4.1. Recipient is an organization exempt from Federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or Recipient is a government unit or instrumentality;
 - 4.2. Recipient is ready, willing, able, trained and authorized to provide an emergency shelter for pets and service animals displaced due to an Emergency; and
 - 4.3. no suit, action, claim, investigation or other proceeding is pending or, to the best of Recipient's knowledge, is threatened against Recipient which would or could reasonably be expected to jeopardize Recipient's status as set forth in Section 4.1 above.
 5. Survival of Representations and Warranties. All representations and warranties contained herein or made in writing by or on behalf of either Party in connection with this Agreement shall survive the execution of this

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Agreement. Each Party agrees to notify the other immediately in writing if any representation or warranty set forth herein is, or to the Party's best knowledge is about to become, inaccurate in any respect at any time.

6. Termination and Survival.

- 6.1. Termination. Subject to Section 1.2 above, this Agreement shall remain in effect until the PDRU is no longer usable, as determined by AKC REUNITE in its sole discretion, or, subject to Section 1.3 above, no longer owned by Recipient.
- 6.2. Early Termination. In the event of a material breach of any provision of this Agreement by Recipient (which shall be deemed to include any representation or warranty no longer being true), then upon written notice from AKC REUNITE, this Agreement shall terminate thirty days after the date of notice, unless Recipient shall have cured the breach to AKC REUNITE's satisfaction prior to the expiration of the thirty-day period.
- 6.3. Survival. Notwithstanding the termination of this Agreement, the following Sections shall survive: this Section 6.3 and Sections 7, 8, 9, 12, and 14.
- 6.4. Effect of Termination. In the event of termination of this Agreement, Recipient shall either, in AKC REUNITE's sole discretion, transfer ownership of PDRU to AKC REUNITE or dispose of PDRU in a manner agreed to by AKC REUNITE.

7. Liability. Each party agrees to be responsible for any negligent acts or omissions by or through itself or its officials, officers, agents, employees, and contracted servants, and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions. Nothing in this agreement shall impute or transfer any such responsibility from one party to another party.

8. Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement shall be resolved by arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), then pertaining (available at www.adr.org), except where those rules conflict with this provision, in which case this provision controls. Any court with jurisdiction shall enforce this clause and enter judgment on any award. The arbitrator shall be selected within ten business days of commencement of the arbitration from the AAA's National Roster of Arbitrators pursuant to agreement or through selection procedures administered by the AAA. Within 45 days of initiation of arbitration, the Parties shall reach agreement upon and thereafter follow procedures assuring that the arbitration shall be concluded and the award rendered within no more than eight months from selection of the arbitrator or, failing agreement, procedures meeting such time limits designated by the AAA. The arbitration shall be held in Ohio and, as provided in paragraph 12, shall apply the substantive law of Ohio, except that the interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. The arbitrator shall not award either Party punitive damages and the Parties shall be deemed to have waived any right to such damages. Further, the arbitrator shall be bound by the express terms of this Agreement.

Any controversy or claims shall be kept confidential by the Parties and their attorneys and advisors, without publicity, and except as may be required by law, no Party, mediator or arbitrator may disclose the existence, content, or results of any mediation or arbitration under this Agreement without the mutual written consent of the Parties.

9. Notices. Notices shall be written, and delivered personally or sent (i) by registered mail, return receipt requested; (ii) by overnight delivery with a nationally-recognized overnight courier; or (iii) by facsimile, with concurrent mailing by first class mail. Notices shall be deemed received four days after being sent by method (i), one day after being sent by method (ii), and two days after being sent by method (iii). Notices shall be sent to the Parties at the following addressees and addresses, until such time as any Party notifies the other Party of a change in address or addressee pursuant to this paragraph:

If to Recipient:

Delaware County Board of Commissioners
101 N. Sandusky Street
Delaware, Ohio 43015
ATTN: County Administrator

If to AKC REUNITE:

AKC Reunite
ATTN: Tom Sharp
8051 Arco Corporate Drive, Suite 200
Raleigh, NC 27617

10. Assignment. Recipient may not assign this Agreement without the prior written consent of AKC REUNITE. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors.

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11. Waiver. Waiver by any Party of a breach or violation of any provision of this Agreement may be made only in writing and shall not constitute a waiver of any subsequent breach or violation of the same or any other provision hereof.
12. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio without regard to its choice of law.
13. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
14. Enforcement. AKC REUNITE reserves the right to enforce the terms of this Agreement. Recipient agrees that it will not contest the standing of AKC REUNITE to bring any such arbitration or suit.
15. Entire Agreement; Amendment. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all other prior negotiations, agreements, understandings and undertakings between the Parties with respect to such subject matter, whether oral, written or otherwise. No amendment or modification of this Agreement shall be effective unless signed by both Parties.
16. Additional Documents and Acts. Each of the Parties agrees to execute and deliver such additional documents, certificates and instruments, and to perform such additional acts, as may be reasonably requested and as may be necessary or appropriate to carry out the intent and provisions of this Agreement and to consummate the Grant of the PDRU from AKC REUNITE to Recipient.
17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Delivery of an executed signature page of this Agreement by facsimile or by electronic mail in portable document format (PDF) shall be effective as delivery of a manually executed signature page of this Agreement.

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

RESOLUTION NO. 14-1218

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of the Delaware County Child Support Enforcement Agency recommends the hiring of Lisa Cain as a Case Manager for CSEA; effective November 10, 2014.

Therefore Be it Resolved, the Board of Commissioners approve the hiring of Lisa Cain as a Case Manager for CSEA; effective November 10, 2014.

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

RESOLUTION NO. 14-1219

IN THE MATTER OF ADOPTING UPDATES IN THE DELAWARE COUNTY PERSONNEL POLICY MANUAL:

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

WHEREAS, the Delaware County Board of Commissioners adopted the Personnel Policy Manual on April 29, 2013 and subsequently amended said Personnel Policy Manual on September 16, 2013, based upon best practices recommended by the County Risk Sharing Authority; and

Whereas, the Assistant County Administrator/ Director of Administrative Services recommends updates to the Personnel Policy Manual for the following: Holidays and Hours of Work and Overtime; and

Whereas, the recommendations are consistent with the CORSA Best Practices Policy Manual and the Fair Labor Standards Act; and

WHEREAS, Employees should note the updates in their manuals with the understanding that the remainder of the

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manual remains in full force and effect. The updated manual can be found on the Delaware County Website at www.co.delaware.oh.us

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, that the Delaware County Personnel Policy Manual be amended to include updates to the Holidays and Hours of Work and Overtime policies; effective December 1, 2014.

XIV. HOURS OF WORK AND OVERTIME

The County will establish the hours of work for all employees. Staff may be required to work days, evenings, nights and/or weekends due to operational needs. Additionally, the County may alter schedules, days off and shifts based upon operational needs. Unless prohibited due to operational needs, the County will meet in advance with employees and give at least two weeks advance notice for significant shift and schedule changes.

Due to federal regulations, employees who are not exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA") are prohibited from signing in or beginning work before their scheduled starting time, or signing out/stopping work past their scheduled quitting time except with supervisory approval or in emergency situations. Additionally, non-exempt employees who receive an unpaid lunch period are prohibited from working during their lunch period except with supervisory approval or in emergency situations. Non-exempt employees who work outside their regularly scheduled hours in contravention of this rule shall be paid for all hours actually worked, but may be disciplined accordingly.

Failure to properly sign in or out as required, misrepresenting time worked, altering any time record, or allowing a time record to be altered by others will result in disciplinary action.

Generally, employees not exempt from the overtime provisions of the FLSA shall be compensated for overtime for all hours actually worked in excess of forty in any one work week, regardless of the employee's regularly scheduled work day. Sick leave, vacation leave, personal days, compensatory time, and unpaid leaves shall not be considered hours worked for purposes of overtime compensation. Holiday hours shall be considered as hours worked towards the forty hours required for overtime calculations for non-exempt employees, only if the employee works on the holiday. Overtime shall be compensated at a rate of one and one-half times the employee's regular rate of pay for actual overtime worked.

The County may mandate overtime as a condition of continued employment. Supervisors shall attempt to distribute overtime as equally as practicable among qualified employees within those classifications in which overtime is required. An employee who refuses to work a mandatory overtime assignment may be considered insubordinate and disciplined accordingly. Additionally, the County may authorize or require employees to work a flexible schedule in a work week. For overtime eligible employees, a flexible schedule must occur within a single forty-hour work week.

A partial overtime exemption, or differing work schedule, may apply to certain employees, such as safety forces.

A. Overtime Exempt Employees

Employees who are exempt from the overtime provisions of the FLSA are not eligible for overtime payment. The appropriate appointing authority shall determine if an employee is exempt from overtime requirements for purposes of the FLSA. Such exemptions may include employees whose job duties are executive, administrative or professional in nature. At the discretion of the appointing authority, exempt employees may be required to keep track of, and report, their hours without destroying their exempt status.

B. Compensatory Time – Non-Exempt Employees Only

Non-exempt employees: At the discretion of the Appointing Authority, certain non-exempt employees may be permitted to take compensatory time-off in lieu of overtime payment. Compensatory time, like overtime, shall accrue at a rate of at one and one-half times the hours actually worked and, for non-safety forces, applies only to hours actually worked in excess of forty (40) in any one work week. Compensatory time must be used within one hundred eighty (180) days of its accrual. Compensatory time will be used on a first-in, first-out basis. Compensatory time not used within the requisite time period will be paid out.

Non-safety force employees may not exceed the maximum accrual cap of two hundred forty (240) hours. Safety forces employees may not exceed the maximum accrual cap of four hundred eighty (480) hours.

The appointing authority may, at its sole discretion, require an employee to use his compensatory time prior to the employee reaching the one hundred eighty (180) day accrual limit. Additionally, the Appointing Authority may choose to pay out an employee's compensatory time. If an employee's compensatory time is paid out, the employee shall receive payment at the employee's regular rate of pay at the time of payment.

C. Earned Time-Off – Overtime Exempt Employees

Employees who are exempt from the overtime provisions of the FLSA shall not receive compensatory

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time. However, if approved by the appointing authority, a bona fide executive, administrative or professional employee may receive earned time off. Earned time off may not be given on a time and one half basis, but may be given as an hour for hour trade for hours worked on a particular project. Earned time off shall not be paid out and shall either be used or lost.

D. Improper Deductions

The County intends to comply with all FLSA provisions. Improper deductions that are not in accordance with the FLSA are prohibited. Additionally, improperly classifying individuals as “exempt” from overtime is prohibited. Any deduction that is subsequently determined to be improper, or any exemption status later found to be improper, shall be reimbursed. Any employee who believes that he has had an improper deduction from his salary, or who believes he has been improperly classified under the FLSA, shall submit a complaint in writing to their appointing authority or designee who will investigate and see that a written response is provided in a timely manner to ensure a good faith effort to comply with the FLSA.

XXXV. HOLIDAYS

Full-time permanent employees are entitled to the following holidays with pay.

- New Year’s Eve Day (1/2 day holiday ~ County offices close at noon)
- New Year’s Day
- Martin Luther King Day
- President’s Day
- Memorial Day
- Independence Day
- Labor Day
- Little Brown Jug Day (1/2 day holiday ~ County offices close at noon)
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve Day (1/2 day holiday ~ County offices close at noon)
- Christmas Day

Part time permanent employees shall be paid holiday pay (for above listed holidays) the average number of regularly scheduled hours per week prorated over five days (Example: an employee who averages 30 hours per week is entitled to six hours of holiday pay for a full day holiday and three hours for a half day holiday).

For non-continuous service employees, if the holiday falls on a Saturday, it shall be observed on the preceding Friday; if the holiday falls on a Sunday, it shall be observed on the following Monday. If the holiday occurs while an employee is on vacation leave, the vacation day will not be charged against such leave. An employee shall receive holiday pay rather than paid sick leave for any holiday which occurs when he is absent on sick leave. Holiday pay will not be given to any employee who is on a leave of absence without pay. An employee must be on approved leave status before and after the holiday in order to be eligible for holiday pay.

If the employee is required to work on a holiday, he/she shall receive his or her holiday pay plus pay for the time actually worked on the holiday. Holiday hours shall be considered as hours worked towards the forty hours required for overtime calculations for non-exempt employees, only if the employee works on the holiday.

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

RESOLUTION NO. 14-1220

IN THE MATTER OF ADOPTING THE UPDATES TO THE DELAWARE COUNTY EFFECTIVE COMMUNICATIONS POLICY:

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

| DELAWARE COUNTY | | | | |
|---------------------------------|-----------|------------------|------------|-------|
| Subject | Effective | Supersedes | This Sheet | Total |
| Effective Communications Policy | 10/23/14 | 1/1/97 5/2/13 | 1 | 2 |

1.0 Purpose

The purpose of this policy is:

- A) to improve communications within the departments in order to improve efficiency, accuracy,

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and timeliness, and

- B) to ensure that all information necessary for employees to perform most effectively is received by those employees, and
- C) to ensure that all privileges, benefits, responsibilities, and other factors of employment with Delaware County are received and understood by employees, supervisors, and directors.

2.0 Scope

All departments under the direction of the Board of County Commissioners.

3.0 Distribution

All departments under the direction of the Board of County Commissioners and the Board of County Commissioners.

4.0 Definitions

Communication - Communication is any message (verbal or written), letter, memorandum, or other information sent from one party to another party, either directly or indirectly.

Reasonable time frame - A period of time as soon as possible so as not to reduce effectiveness and/or usefulness.

5.0 Policy

In order to be highly effective and efficient, it is in the best interest to have accurate and timely communications among departments and employees. All employees, supervisors, directors, and other managers will be held accountable for the following:

- A. Sending all requested public information to the requesting party within a reasonable time frame,
- B. Distributing communications to employees listed on the communications as the receiving party within a reasonable time frame, and
- C. Reading, understanding, and acting upon communications within a reasonable time frame.

In the interest of promoting open and honest communication, it is a violation of the Effective Communications policy to record conversations, whether audio or video, with an electronic device, including but not limited to digital or tape recorders, cameras, or cellular phones, or any other recording device or service without written consent of all parties to the conversation. Human Resources may record investigative meetings and disciplinary proceedings without written consent, however all parties will be made aware of the recording prior to the meeting.

The purpose of this policy is to eliminate a chilling effect on the expression of views that may exist when one person is concerned that his or her conversation with another is being secretly recorded. This concern can inhibit spontaneous and honest dialogue, especially when sensitive, confidential or medical matters are being discussed.

Violation of this policy will result in disciplinary action, up to and including immediate termination.

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

DISCUSSION ON RESOLUTION FOR ADDITIONAL PAID TIME OFF FOR EMPLOYEES OF THE BOARD OF COUNTY COMMISSIONERS

RESOLUTION NO. 14-1221

IN THE MATTER OF APPROVING, AS AMENDED WITH RESOLUTION 14-1222, A SUPPLEMENTAL APPROPRIATION TO GRANT FUNDS FOR THE DELAWARE VETERANS MEMORIAL PLAZA:

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

WHEREAS, The Delaware Veterans Memorial Plaza Finance Committee has requested a contribution of funds from the Delaware County Board of Commissioners, and

WHEREAS, Delaware County Board of Commissioners is interested in supporting the Delaware Veterans Memorial Plaza, and

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Delaware County that the Board hereby approve a grant in the amount of \$50,000 for the Delaware Veterans Memorial Plaza.

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FURTHER BE IT RESOLVED that the Board of County Commissioners approve a supplemental appropriation in the amount of \$50,000 to organizational key 10011102-5602. The Board also approves a purchase order and voucher in the amount of \$50,000 to the Delaware Veterans Memorial Plaza Finance Committee.

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

RESOLUTION NO. 14-1222

IN THE MATTER OF AMENDING PROPOSED RESOLUTION 14-1221 TO REFLECT THE
AMOUNT OF \$50,000.00 FOR THE DELAWARE VETERANS MEMORIAL PLAZA:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to amend proposed resolution 14-1221 to reflect the amount of \$50,000.00 for The Delaware Veterans Memorial Plaza.

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

Presentation/Discussion
Delaware County Strategic Economic Development Plan By Regionomics LLC.,

RESOLUTION NO. 14-1223

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF
CONFIDENTIAL INFORMATION RELATED TO ECONOMIC DEVELOPMENT:

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

WHEREAS, pursuant to section 121.22(G)(8) of the Revised Code, a public body may hold an executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:

- (1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and
- (2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

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

Section 1. The Board hereby adjourns into executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance.

Section 2. The Board hereby finds and determines that the information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project.

Section 3. The Board hereby finds and determines that the executive session is necessary to protect the interests of an applicant for economic development assistance or the possible investment or expenditure of public funds to be made in connection with the economic development project.

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

RESOLUTION NO. 14-1224

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mr. Stapleton to adjourn out of Executive Session at 11:48 AM.

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

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RESOLUTION NO. 14-1225

IN THE MATTER OF ADJOURNING INTO EXECUTIVE FOR CONSIDERATION OF APPOINTMENT; EMPLOYMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE SALE OF PROPERTY AT COMPETITIVE BIDDING; FOR COLLECTIVE BARGAINING:

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to adjourn into Executive Session at 11:50 AM.

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

RESOLUTION NO. 14-1226

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to adjourn out of Executive Session at 12:01 PM.

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

*Mr. Merrell was absent due to a previous commitment.

There being no further business, the meeting adjourned.

Gary Merrell

Ken O’Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners