

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 21, 2006**

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

Present: Glenn A. Evans, James D. Ward
Absent till resolution NO.06-235 Kristopher W. Jordan

PUBLIC COMMENT

RESOLUTION NO. 06-219

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 16, 2006 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the resolutions and records of the proceedings from regular meeting held February 16, 2006 as contained in the county's official electronic recordings of the proceedings.

Vote on Motion Mr. Evans Aye Mr. Jordan Absent Mr. Ward Aye

RESOLUTION NO. 06-220

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR217:

It was moved by Mr. Evans, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR217 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
Delaware Area Transit	Client Travel	22511607-5355	\$ 1,000.00
Delaware Area Transit	Client Travel	22411601-5355	\$ 20,000.00
Downes, Hurst& Fishel	Legal Services	10011303-5301	\$ 10,000.00
Cornell Abraxus	Residential Treatment	22511607-5342	\$ 11,946.00
Kokomo Academy	Residential Treatment	22511608-5342	\$ 50,000.00
Vouchers			
CEBCO	March 06 Premiums & Claims	60211902-5370	\$ 695,549.10
Prudential Life & Disability	February 06 Premium	60211902-5370	\$ 7,157.50
Prudential Life & Disability	January 06 Premium	60211902-5370	\$ 7,157.67

Vote on Motion Mr. Jordan Absent Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 06-221

IN THE MATTER OF APPROVING THE TREASURER'S REPORT:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the Treasurer's Report.

(Copy available for review at the Commissioner's office until no longer of administrative value.)

Vote on Motion Mr. Ward Aye Mr. Jordan Absent Mr. Evans Aye

RESOLUTION NO. 06-222

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

The Child Support Enforcement Agency is requesting that Kelly Mills and Bridgett DeCastro attend a Training Committee Meeting in Columbus, Ohio February 24, 2006 at the cost of \$12.00.

The Code Compliance Department is requesting that Duane Matlack attend an Emergency Management Assistance Compact Hurricane Katrina & Rita Response Evaluation in Atlanta, Georgia March 28-29, 2006 at the cost of \$970.00. (Costs are reimbursable through national EMA).

The Code Compliance Department is requesting that Bill Johnson and Greg Miller attend a Simpson Strong Tie Seminar in Columbus, Ohio March 7, 2006, at no cost.

The Environmental Services Department is requesting that John Darrough attend a Wastewater Continuing

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Education Seminar in Columbus, Ohio May 1-3, 2006, at the cost of \$520.00.

Juvenile Court is requesting that Lisa Risinger, Cecelia Monohan, Stacy Blair, Jenny Nicely, Russ Craig, Laura Lynd-Robinson, Dave Andrews, Dave Hejmanowski, Howard Heston, Mary Canina, Laurie Scholz, Darlene Miller and Julie Wagar attend the 22nd Annual Center Court Conference at Deer Creek State Park February 23, 2006, at the cost of \$600.00.

Juvenile Court is requesting that Deb McCrudy attend a CSAS In-Service Training in Millersburg, Ohio April 27-28, 2006, at the cost of \$497.00.

The Prosecutor’s Office is requesting that Janice Roller attend a Beyond the Basics Excel Course in Columbus, Ohio April 28, 2006, at the cost of \$119.19.

Vote on Motion Mr. Evans Aye Mr. Jordan Absent Mr. Ward Aye

RESOLUTION NO. 06-223

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE RECORDER’S OFFICE:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

Supplemental Appropriation	Amount
10013101-5120 Recorder/PERS	417.00
10013101-5131 Recorder/Medicare	45.00
10013101-5102 Recorder/Workers Comp	55.00
10013101-5001 Recorder/Compensation	3,037.00

Vote on Motion Mr. Ward Aye Mr. Jordan Absent Mr. Evans Aye

RESOLUTION NO. 06-224

IN THE MATTER OF APPROVING DITCH MAINTENANCE PETITIONS FOR THE RAVINES AT SCIOTO RESERVE AND SCIOTO RESERVE EXPANSION SECTION 1, PHASE A:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

Ditch Maintenance Petition- The Ravines At Scioto Reserve

We the undersigned owners of 21.556 acres in Concord Township, Delaware County, Ohio propose to create a private condo site known as **The Ravines At Scioto Reserve** (21.556 acres) as evidenced by the attached subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). **The Ravines At Scioto Reserve** plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider’s agreement Exhibit “B” available at the County Engineer’s Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the **The Ravines At Scioto Reserve** plat.

The cost of the drainage improvements is \$121,400.00 and a detailed cost estimate is available at the County Engineer’s office in Exhibit “D”. The drainage improvements are being constructed for the benefit of the lots being created in their subdivisions. Eighty (80) units are created in these plats and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$1,517.50 per lot. An annual maintenance fee equal to 5% of this basis \$75.88 will be collected for each unit. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$6,070.00 has been paid to Delaware County.

Easements to provide for the maintenance of the improvements have been provided on the plat.

Ditch Maintenance Petition- Scioto Reserve Expansion Section 1, Phase A

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We the undersigned owners of 12.533 acres in Concord Township, Delaware County, Ohio propose to create a subdivision known as **The Scioto Reserve Expansion Section 1, Phase A** (12.533 acres) as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). **The Scioto Reserve Expansion Section 1, Phase A** plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the **Scioto Reserve Expansion Section 1, Phase A** Subdivision.

The cost of the drainage improvements is \$174,200.00 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Fifteen (15) lots are created in these plats and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$11,613.33 per lot. An annual maintenance fee equal to 2% of this basis \$232.27 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$3,484.00 has been paid to Delaware County.

Easements to provide for the maintenance of the improvements have been provided on the plat.

Vote on Motion Mr. Jordan Absent Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 06-225

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND DLZ, OHIO INC. FOR PROFESSIONAL SERVICES TO PROVIDE INSPECTION AND TESTING SERVICES:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following agreement:

Agreement, made and entered into this 21st day of **February**, 2006 by and between the **Delaware County Commissioners**, Delaware, Ohio and hereinafter designated as the **County**, and **DLZ, Ohio Inc.** hereinafter designated as the **Consultant**.

Witnesseth, that said **Consultant**, for consideration of the attached unit cost Contract, hereby agrees to furnish unto the **County**, professional services to provide Inspection and Testing Services. Compensation to be paid monthly as a percentage of completed work.

Said Consultant further agrees to perform the said work promptly, in a skillful and competent manner in accordance with the normally accepted standards, under the direction of the **Delaware County Engineer**. This Contract will be effective through March, 2007. This may be extended for a period of one year upon mutual agreement of both parties.

The Consultant hereby agrees to hold the **County** harmless from loss, damage, injury, or liability arising directly from the negligent acts or omissions of the **Consultant**, its employees, agent's, subcontractors and their employees and agents' subcontractors and their employees agents but only to the extent that the same is actually covered and paid under the foregoing policies of insurance.

Vote on Motion Mr. Evans Aye Mr. Jordan Absent Mr. Ward Aye

RESOLUTION NO. 06-226

SETTING BID OPENING DATE AND TIME FOR THE THOMAS ROAD BRIDGE REPLACEMENT PROJECT:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

INVITATION TO BID

Sealed proposals will be received at the **Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 a.m. local time on Wednesday, March 15, 2006**, for furnishing all labor,

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materials and equipment necessary to complete the project known as **Thomas Road Bridge Replacement Project**, and bids will be opened and read aloud. Contract documents, bid sheets, plans and specifications can be obtained at the Office of the Delaware County Engineer for a non-refundable cost of \$50.00. Bidder must make arrangements to obtain bid packet; they will not be mailed.

Each bidder is required to furnish with its proposal a Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested herein. Each bidder must submit evidence of its experiences on projects of similar size and complexity, and a complete listing of all subcontractors to be used. The owner intends that this project be finished no later than October 25, 2006.

Bidders must comply with the Prevailing Wage Rates on Public Improvements in Delaware County as determined by the Ohio Department of Industrial Relations.

Bids shall be placed in a sealed envelope marked "SEALED BID FOR THOMAS ROAD BRIDGE REPLACEMENT PROJECT".

The Delaware County Commissioners reserve the right to waive irregularities and to reject any and/ or all bids.

Scope of Work

This project consists of the replacement of three structurally deficient and functionally obsolete concrete slab bridges on Thomas Rd over tributaries to Kebler Run. The replacement structures are concrete box culverts. The improvement includes minor approach work for each structure including shoulder widening and guardrail installation. Total project length is 0.17 miles.

The owner of the project is the Delaware County Engineer. All questions shall be directed to:

Nathan Meyer
Project Engineer
50 Channing Street
Delaware, Ohio 43015
Phone: (740) 833-2400
Fax: (740) 833-2399
e-mail: nmeyer@co.delaware.oh.us

Vote on Motion Mr. Jordan Absent Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 06-227

IN THE MATTER OF APPROVING A REVENUE INCREASE AND SUPPLEMENTAL APPROPRIATIONS FOR THE LEAP GRANT:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

Revenue Increase		Amount
28631311-4731	Leap Grant/Misc. Revenue	\$667.00
Supplemental Appropriation		
28631311-5349	Leap Grant/Program Services	\$667.00

Vote on Motion Mr. Evans Aye Mr. Jordan Absent Mr. Ward Aye

RESOLUTION NO. 06-228

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE DELAWARE COUNTY COMMON PLEAS COURT AND THE OHIO ATTORNEY GENERAL'S OFFICE:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

**Memorandum Of Understanding Between
Delaware County Common Pleas Court
And
The Ohio Attorney General's Office**

This document constitutes an agreed Memorandum Of Understanding ("Agreement") made by and between

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Delaware County Common Pleas Court (“Agency”) and the Ohio Attorney General Jim Petro (“Attorney General”) in order to provide for the continued rendering of services pertaining to collections of DNA samples to be included in the statewide DNA database pursuant to House Bill 525. This agreement is made effective as April 1, 2006.

The Parties hereby agree as follows:

I. Service Description

Under this agreement, Agency will collect DNA samples from individuals that meet all of the following criteria:

- A. The person’s DNA has not been previously collected for entry in the CODIS data base.
- B. The person’s conviction meets the criteria for a qualifying offenses as established pursuant to HB 525.

The specific detailed information to be provided will be agreed upon by the Parties. Agency will receive reimbursement as set forth in this Agreement for Agency’s collection of DNA samples in accordance with House Bill 525. Agency will provide to the Attorney General the information required by House Bill 525, the information requested by Attachments A and B to this Agreement and any supporting documentation.

II. Duration

This Agreement shall be for a term commencing April 1, 2006 and shall continue in effect through June 30, 2007, subject to appropriation of sufficient funds by the Ohio General Assembly. This Agreement may be renewed in writing, signed by both parties and executed prior to the date of termination of this Agreement. Any renewal shall be upon the same terms, conditions and provisions of this Agreement, unless otherwise agreed to by both parties in writing.

III. Payment for Services

The Agency and the Attorney General agree that the Agency will provide the Attorney General with any supporting documentation, collection of convicted Offenders Form (attachment A) and an Intrastate Transfer Voucher (attachment B). Funds will be distributed for the proper collection of DNA samples after appropriate documentation is received and verification completed by the Attorney General determining that the Agency has met the above mentioned Article I criteria.

Funds will be distributed based upon the following:

- A. \$4.00/sample for DNA samples collected.

IV. Certification of Funds

The obligations of the Attorney General and the Agency, as set forth in this Agreement, are subject to the provision of R.C. 126.07, which provides that this Agreement shall not be valid and enforceable unless the Director of Budget and Management first certifies that there is a sufficient balance in the appropriation not already obligated to pay existing obligations.

Miscellaneous

This Agreement constitutes the entire understanding between the parties. Neither party may further modify or amend the terms of this Agreement except by a written agreement signed by both parties. Neither this Agreement, nor any rights, duties, or obligations described herein, shall be assigned by either party hereto without the prior written consent of the other party. This Agreement shall be construed under the laws of the state of Ohio.

Either party may terminate this Agreement upon 960) days prior written notice of any reason whatsoever.

Vote on Motion Mr. Evans Aye Mr. Jordan Absent Mr. Ward Aye

RESOLUTION NO. 06 -229

**IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE
DELAWARE COUNTY COMMON PLEAS COURT AND THE OHIO ATTORNEY GENERAL’S OFFICE:**

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

Memorandum Of Understanding Between

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Delaware County Common Pleas Court
And
The Ohio Attorney General's Office

This document constitutes an agreed Memorandum of Understanding ("Agreement") made by and between Delaware County Common Pleas Court ("Agency") and the Ohio Attorney General Jim Petro ("Attorney General") in order to provide for the continued rendering of services pertaining to the collections of DNA samples to be included in the statewide DNA database pursuant to House Bill 525. This Agreement is made effective as of October 1, 2005.

The parties hereby agree as follows:

I. Service Description

Under this agreement, Agency will collect DNA samples from individuals that meet all of the following criteria:

- A. Under supervision or control before May 18, 2005; and
- B. Collection must be on or after May 18, 2005; and
- C. First time collection for meeting a new qualifying offense pursuant to ORC 2901.07 or 2152.74.

The specific detailed information to be provided will be agreed upon by the Parties. Agency will receive reimbursement as set forth in this Agreement for Agency's collection of DNA samples in accordance with House Bill 525. Agency will provide to the Attorney General the information required by House Bill 525, the information requested by Attachments A and B to this Agreement and any supporting documentation.

II. Duration

This Agreement shall be for a term commencing October 1, 2005 and shall continue in effect through March 31, 2006, subject to appropriation of sufficient funds by the Ohio General Assembly. This Agreement may be renewed in writing, signed by both parties and executed prior to the date of termination of this Agreement. Any renewal shall be upon the same terms, conditions and provisions of this Agreement, unless otherwise agreed to by both parties in writing.

III. Payment for Services

The Agency and the Attorney General agree that the Agency will provide the Attorney General with any supporting documentation, collection of Convicted Offenders Form (attachment A) and an Intrastate Transfer Voucher (attachment B). Funds will be distributed for the proper collection of DNA samples after appropriate documentation is received and verification completed by the Attorney General determining that the Agency has met the above mentioned Article I criteria.

Funds will be distributed based upon the following:

- A. \$4.00/sample for DNA samples collected when juvenile/adult is committed to a correctional institution.
- B. \$6.00/sample for DNA samples collected on overtime when juvenile/adult is committed to a correctional institution.
- C. \$8.00/sample for DNA samples collected for juvenile/adults on probation or parole.

IV. Certification of Funds

The obligations of the Attorney General and the Agency, as set forth in this Agreement, are subject to the provisions of R.C. 126.07, which provides that this Agreement shall not be valid and enforceable unless the Director of Budget and Management first certifies that there is a sufficient balance in the appropriation not already obligated to pay existing obligations.

V. Miscellaneous

This Agreement constitutes the entire understanding between the parties. Neither party may further modify or amend the terms of this Agreement except by a written agreement signed by both parties. Neither this Agreement, nor any rights, duties, or obligations described herein, shall be assigned by either party hereto without the prior written consent of the other party. This Agreement shall be construed under the laws of the State of Ohio.

Either party may terminate this Agreement upon sixty (60) days prior written notice of any reason

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whatsoever.

Vote on Motion Mr. Ward Aye Mr. Jordan Absent Mr. Evans Aye

RESOLUTION NO. 06- 230

IN THE MATTER OF ORGANIZING AND APPOINTING REPRESENTATIVES FOR THE VARIOUS DELAWARE COUNTY TAX INCENTIVE REVIEW COUNCILS FOR 2006:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

WHEREAS, The Board of County Commissioners, Delaware County, is responsible to make appointments to various boards, councils, and committees; and

WHEREAS, The Board of County Commissioners, Delaware County, shall appoint individuals to the various Tax Incentive Review Councils for an unspecified term.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio, to appoint the following to the various Tax Incentive Review Councils.

Delaware County / City of Delaware Enterprise Zone TIRC:

- Todd Hanks, Delaware County Auditor
- Windell Wheeler, Mayor, City of Delaware
- R. Thomas Homan, City Manager, City of Delaware
- Dean Stelzer, Finance Director, City of Delaware
- Superintendent or Designee, Delaware City School District
- Superintendent, Treasurer or Designee, Delaware Area Career Center
- Superintendent or Designee, Olentangy Local School District
- Carl E. Johnson, PPG Industries
- Frank Reinhart, Delaware County Bank
- Timothy M. Boland, Director, Delaware County Economic Development

Delaware County / Orange Township Enterprise Zone TIRC:

- Todd Hanks, Delaware County Auditor or Designee
- Dave Cannon, Delaware County Administrator, or Designee
- John M. Cassidy, Orange Township Trustees
- Superintendent or Designee, Olentangy Local School District
- Frank Reinhard, Delaware County Bank & Trust
- Superintendent, Treasurer or Designee, Delaware Area Career Center
- John P. Smith, KeyBank
- Joseph Schaefer, Orange Township

Delaware County / Berlin Township Enterprise Zone & Community Reinvestment Area TIRC:

- Todd Hanks, Delaware County Auditor or Designee
- Dave Cannon, Delaware County Administrator, or Designee
- Berlin Township Representative
- Superintendent or Designee, Olentangy Local School District
- Frank Reinhard, Delaware County Bank & Trust
- Superintendent, Treasurer or Designee, Delaware Area Career Center
- John P. Smith, KeyBank
- Berlin Township Representative

Delaware County / Village of Sunbury Enterprise Zone TIRC:

- Todd Hanks, Delaware County Auditor, or Designee
- David Cannon, Delaware County Administrator, or Designee
- Michael O'Brien, Village Administrator, Village of Sunbury
- David Brehm, Village Attorney, Village of Sunbury
- Superintendent or Designee, Big Walnut Local School District
- Frank Reinhard, Delaware County Bank & Trust
- Superintendent, Treasurer or Designee, Delaware Area Career Center
- Jodi Huck, Manager, Fifth-Third Bank

Delaware County / Village of Ashley Community Reinvestment Area TIRC:

- Todd Hanks, Delaware County Auditor, or Designee

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- David Cannon, Delaware County Administrator, or Designee
- David Knape, Village Council, Village of Ashley
- Cheryl Friend, Village Council, Village of Ashley
- Frank Reinhard, Delaware County Bank & Trust
- Superintendent, Treasurer or Designee, Delaware Area Career Center
- Superintendent or Designee, Buckeye Valley Local School District
- Jane Rutan, Delaware County Bank & Trust

Delaware County / City of Westerville Enterprise Zone TIRC:

- Todd Hanks, Delaware County Auditor, or Designee
- David Cannon, Delaware County Administrator, or Designee
- Frank Reinhard, Delaware County Bank & Trust
- Superintendent, Treasurer or Designee, Delaware Area Career Center
- Economic Development Coordinator or Designee, City of Westerville
- Superintendent or Designee, Westerville City School District
- Jodi Huck, Manager, Fifth-Third Bank
- City of Westerville Representative

Delaware County / Berlin / Liberty Townships Tax Increment Financing District TIRC:

- Todd Hanks, Delaware County Auditor, or Designee
- David Cannon, Delaware County Administrator, or Designee
- Frank Reinhard, Delaware County Bank & Trust
- Superintendent, Treasurer or Designee, Delaware Area Career Center
- Superintendent or Designee, Olentangy Local School District
- Tim McNamara, Berlin Township
- Mike Dickey, Berlin Township
- Liberty Township Representative
- Bonnie Goodsen, Liberty Township

Vote on Motion Mr. Jordan Absent Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 06-231

A RESOLUTION AUTHORIZING TO AMEND THE DELAWARE COUNTY COMMUNITY HOUSING IMPROVEMENT STRATEGY (CHIS) 2004-2008 AND THE CHIP POLICY AND PROCEDURE MANUAL AND THE FILING OF A WAIVER REQUEST TO INCREASE THE SUBSIDY AMOUNT FOR DOWNPAYMENT ASSISTANCE/REHABILITATION TO THE OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS:

It was moved by Mr. Evans, seconded by Mr. Ward to authorize the following:

WHEREAS, the State of Ohio, Department of Development, provides financial assistance to local governments under the Community Development Block Grant (CDBG) Program for the purpose of addressing local government needs; and

WHEREAS, Delaware County has been awarded Community Housing Improvement Program (CHIP) 2004 funds to facilitate housing activities in the County, and

WHEREAS, assistance to provide Downpayment Assistance/Rehabilitation opportunities for eligible low-moderate income households, is considered a National Objective under the CDBG Program, and

WHEREAS, the County CHIP Downpayment Assistance/Rehab activity is to assist 3 families to purchase and rehab housing in the County in the amount of \$84,0000, and

WHEREAS, the Commissioners approved in Resolution # 06-120 to expand the Downpayment Assistance/ Rehab area activity to include the City of Delaware, and

WHEREAS, the Office of Housing and Community Partnerships has requested a letter to amend Delaware CHIS and CHIP Policy and Procedure Manual for Downpayment Assistance/Rehabilitation Activity only for the CHIP 2004 Grant, and

WHEREAS, the CHIP 2004 Grant will assist one eligible family in the City of Delaware utilizing the Downpayment Assistance/Rehabilitation Activity, and

WHEREAS, the County hereby requests a waiver to increase the Downpayment Assistance/Rehabilitation funds in order to make eligible housing units more affordable to low- moderate income families.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of

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Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the Delaware County Board of Commissioners authorize the use of the CHIP 2004 Downpayment Assistance/ Rehabilitation funds to assist one unit in the City of Delaware with Downpayment Assistance/ Rehabilitation funding..

Section 2. Delaware County hereby requests a waiver to the per unit subsidy limit as stated in the CHIP (\$28,000) and would therefore provide up to a maximum of \$42,000 per unit. The County understands that doing so may decrease the number of units able to be completed.

Section 3. Delaware County Board of Commissioners hereby authorizes an amendment of the Delaware County CHIS consistent with Sections 1 & 2 above.

Section 4. That this resolution shall take effect and be in force immediately after its passage.

Vote on Motion Mr. Evans Aye Mr. Jordan Absent Mr. Ward Aye

RESOLUTION NO. 06-232

**SETTING BID OPENING DATE AND TIME FOR RENTAL OF DELAWARE COUNTY HOME FARM LAND
4781 COUNTY HOME ROAD:**

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

**PUBLIC NOTICE
INVITATION TO BID
LEGAL NOTICE
RENTAL OF DELAWARE COUNTY HOME FARM LAND
4781 County Home Road**

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, at 101 North Sandusky Street, Delaware, Ohio 43015 until **10:00am on Wednesday, March 8, 2006** at which time they will be publicly opened and read and the cash lease awarded as soon as possible. Said land being offered for lease, located at the former Delaware County Home, 4781 County Home Road, Delaware, Ohio, Brown Township.

There will be 156 of 224 acres, more or less of cropland as denoted by the ASC Maps, to be offered for rent for one (1) crop season from April 1, 2006, with options to renew for two (2) additional one (1) year term. There is a \$70.00 per acre reserve bid. Approximately 18 acres will be set aside for the installation of a grass waterway and 50 acres will be set aside to be used by the Delaware County Sanitary Engineer. Payment of one half of annual rent shall be made on or before April 15th and remaining one half the annual rent by November 1st of each crop season, with notice of intent to exercise options to extend lease for one year period, to be submitted to County Commissioners in writing by October 15th preceding the crop year for extension. Said lease shall be for purpose of use of land for crop purposes and does not provide for use of buildings, utilities or pasturing livestock.

Bid blanks may be obtained from Delaware County Commissioners Office, 101 N. Sandusky St., Delaware, Ohio during normal business hours, or off the internet at <http://www.co.delaware.oh.us> under the heading Current Bids.

Bids will be opened, tabulated awarded according to the discretion of the Board of Commissioners. The Commissioners reserve the right to reject any and all bids, to waive any irregularities or informalities on each bid.

Vote on Motion Mr. Ward Aye Mr. Jordan Absent Mr. Evans Aye

RESOLUTION NO. 06-233

SETTING BID OPENING DATE AND TIME FOR INVITATION TO BID ITB #06-02 COPIERS:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

**PUBLIC NOTICE
INVITATION TO BID
ITB #06-02 COPIERS**

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, 101 North Sandusky

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Street, Delaware, Ohio 43015 at **10:00 AM on Monday, March 13, 2006**, at which time they will be publicly opened and read and the contract awarded as soon as possible, for digital copiers 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 \$250 made payable to the Delaware County, Ohio. Bid specifications may be obtained from Delaware County Commissioners Office, 101 N. Sandusky St., or Delaware County Facilities Management Office, 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 Copiers." No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

Vote on Motion Mr. Evans Aye Mr. Jordan Absent Mr. Ward Aye

RESOLUTION NO. 06-234

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS ABBEY KNOLL SECTION 5 PHASE A AND B AND WINDSONG SUBDIVISION:

It was moved by Mr. Evans, seconded by Mr. Ward to accept the sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Abbey Knoll Section 5 Phase A and B	2910 feet of 8" sewer	16 manholes
Windsong Subdivision	844 feet of 8" sewer	4 manholes

Vote on Motion Mr. Evans Aye Mr. Jordan Absent Mr. Ward Aye

RESOLUTION NO. 06-235

IN THE MATTER OF ADOPTING THE DELAWARE COUNTY SEWER MASTER PLAN – REGIONAL SEWER DISTRICT FACILITIES PLAN UPDATE 2005:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

The Board of County Commissioners deemed it necessary to proceed with updating the sanitary sewer master plan for the Regional Sewer District. The 2005 Update to the Sewer Master Plan has been completed through the efforts of the Regional Planning Commission, Sanitary Engineering Department, and Camp, Dresser, & McKee, Inc., under contract with Delaware County.

THEREFORE BE IT RESOLVED Delaware County Board of County Commissioners hereby adopts the Sewer Master Plan dated October 1, 2005.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 06-236

IN THE MATTER OF APPOINTING JOE CLASE AND WESLEY BUCHANAN AS BOARD MEMBERS AND SELECTING LOUIE HUFFMAN AS THE CHAIR TO THE DELAWARE COUNTY TRANSIT BOARD:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve the following:

Whereas, per Ohio Revised Code the Board of Commissioners of Delaware County is responsible to make appointments from the public to various boards, councils and committees, and

Whereas, per Ohio Revised Code §306.02, the Board of Commissioners of Delaware County shall appoint members to the County Transit Board, and

Whereas, per Ohio Revised Code §306.02, the Board of Commissioners of Delaware County shall designate one appointed member of the County Transit Board to act as Chairman,

Therefore, be it resolved that the Board of Commissioners at Delaware County, State of Ohio, shall appoint Joe Clase and Wesley Buchanan as members to the County Transit Board with terms of service of three years beginning January 23, 2006 and ending December 31, 2009, and

Further be it resolved, that the Board of Commissioners at Delaware County, State of Ohio select Louie Huffman as Chair to the Delaware County Transit Board for the remainder of his term ending in November 2006.

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Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 06-237

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDER KINDERCARE LEARNING CENTER:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the following:

BASIC RATES

Full-time Week for Licensed Center and Type A Providers: 25 to 60 hours

Hourly: Paid after 60 hours

Part-time Week for Center and Type A Providers: 8 hours to 24.9 hours

Hourly Paid for .1 hour to 7.9 hours

Full-time Week for Certified Type B Home Providers: 25 hours to 50 hours

Hourly: Paid after 50 hours

Part-time Week for Home Providers: 8 hours to 24.9 hours

Hourly Paid for .1 hour to 7.9 hours

Child Care Provider		Full	Part Time	Hourly
Kindercare 5900 Innovation Drive Dublin, Ohio 43017	Infant	\$169.90	\$134.21	\$ 8.76
	Toddler	\$149.42	\$ 99.00	\$ 6.39
	Preschool	\$133.89	\$ 91.00	\$ 5.84
	Schoolage	\$102.38	\$ 91.00	\$ 5.39
	Before School Only	\$ 71.99	\$ 55.00	\$ 5.39
	After School Only	\$ 71.99	\$ 49.00	\$ 5.39

Further Be It Resolved, that the Commissioners approve the following Purchase Order Request:

Kindercare #1680 Day Care 22411610 \$12,000

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 06-238

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND SUCCESS TECHNOLOGIES:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve the following contract:

AGREEMENT
CONTRACT FOR THE PURCHASE OF SERVICES
BETWEEN THE DELAWARE COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES
AND
SUCCESS TECHNOLOGIES

This Contract is made and entered into on the 1st day of February, 2006 between Delaware County Department of Job and Family Services a department of the Delaware County Commissioners, hereinafter referred to as "DCDJFS" and the SUCCESS TECHNOLOGIES hereinafter referred to as "SUCCESS TECHNOLOGIES" and/or "Provider(s)."

1. **PURPOSE OF CONTRACT:** The purpose of this Contract is to outline the Programmatic and Fiscal relationships between the DCDJFS and SUCCESS TECHNOLOGIES for support of the Parenting and Middle Schooler classes.
2. **DELIVERABLES:** The deliverables to be provided under this contract to DCDJFS by SUCCESS TECHNOLOGIES are more fully described in Exhibits A as attached hereto and which by this reference are incorporated into and made a part of this Contract.
3. **AGREEMENT PERIOD:** This Contract will be effective from February 1, 2006 through June 30, 2006 inclusive, unless otherwise terminated.

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4. **LIMITATION OF SOURCE OF FUNDS:** Provider warrants that any costs incurred pursuant to this Contract will not be allowable to, or included as a cost of any other federally financed program in either the current or a prior period.
5. **FINANCIAL AGREEMENT:** Subject to the terms and conditions set forth in this Contract, the DCDJFS agrees to reimburse the SUCCESS TECHNOLOGIES for actual costs for the Parenting and Middle Schooler classes services. Said reimbursement shall not exceed \$11,500.00. See Exhibit A attached hereto.
6. **INDEPENDENT CONTRACTORS:** Providers, agents and employees of the Provider will act in performance of this Contract in an independent capacity, and not as officers or employees or agents of the State of Ohio, the DCDJFS, or Delaware County Board of Commissioners or Delaware County.
7. **INFORMATION REQUIREMENTS:** SUCCESS TECHNOLOGIES will provide information to DCDJFS necessary to meet the specific fiscal and program requirements contained in the contract. This shall include a quarterly and year end report of services provided and outcomes achieved.
8. **SERVICE DELIVERY RECORDS:** The SUCCESS TECHNOLOGIES shall maintain records of services provided under this contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
9. **DUPLICATE BILLING/OVERPAYMENT:** SUCCESS TECHNOLOGIES warrants that claims made to DCDJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of funds for the same service. In the case of overpayments, the SUCCESS TECHNOLOGIES agrees to repay the DCDJFS the amount to which DCDJFS is entitled.
10. **FINANCIAL RECORDS:** The SUCCESS TECHNOLOGIES shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
11. **AVAILABILITY AND RETENTION OF RECORDS:** SUCCESS TECHNOLOGIES shall maintain and preserve all financial, programs/services delivery, and eligibility determination records related to this Contract, including any other documentation used in the administration of the programs, in its possession for a period of three (3) years from the date of the submission of DCDJFS's final expenditure report, and/or will assure the maintenance of such records for the same period of time in the possession of any third party performing work related to this Contract unless otherwise directed by the DCDJFS.

If any litigation, claim, negotiation, audit or other action involving such records has been started before the expiration of the three (3) year period, SUCCESS TECHNOLOGIES shall retain the records and shall assure that any such records in the possession of any third party performing work related to this Contract are retained until the completion of the action and all issues which arise from it or until the end of the three (3) year period, whichever is later.

12. **RESPONSIBILITY FOR INDEPENDENT AUDIT:** SUCCESS TECHNOLOGIES agrees to, if required by the director of DCDJFS on the basis of evidence of misuse or improper accounting of funds or service delivery records for which the provider is responsible, have conducted an independent audit of expenditures and records of service delivery and make copies of the audit available to the DCDJFS. Any and all costs of such an independent audit shall be the sole responsibility of the SUCCESS TECHNOLOGIES.
13. **RESPONSIBILITY OF AUDIT EXCEPTIONS:** SUCCESS TECHNOLOGIES agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate County, State or Federal Audit and the Independent Audit described in Section 11 related to the provisions of services under this Contract.

The SUCCESS TECHNOLOGIES agrees to reimburse the DCDJFS and the County the amount of any Audit Exception designated by appropriate County, State, Federal and Independent Audit.

14. **SAFEGUARDING OF CLIENT:** SUCCESS TECHNOLOGIES and DCDJFS agree that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the DCDJFS or SUCCESS TECHNOLOGIES responsibilities with respect to purchased services under this Contract is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.

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15. **CIVIL RIGHTS:** DCDJFS and SUCCESS TECHNOLOGIES agree that as a condition of this Contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.
16. **FAIR HEARING:** DCDJFS is responsible for fulfilling responsibilities relative to the Parenting and Middle Schooler classes appeal and state hearings in accordance with State Regulations. The SUCCESS TECHNOLOGIES and its Providers, agents, etc. shall, under the direction of the DCDJFS, assist in the informational gathering and support process related to the state appeal and hearing process and, if necessary, cooperate with and participate in any such state appeal and/or hearing process..
17. **LIABILITY REQUIREMENTS:** To the fullest extent permitted by law, the Provider agrees to indemnify and save and hold the Agency, its officers, agents, servants, and employees free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any incident, damages, injury, accident or occurrence related in any manner to the Provider's performance of this Contract. The Provider shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the Agency by reason of the Provider's performance of this Contract, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
- The Provider assumes full liability and agrees to indemnify the Agency for any and all damages, injuries, or harm, no matter the nature or kind, to the Agency, Agency Employees, Agency property, and Agency personal property resulting or caused, directly or indirectly, by the Provider's performance under this contract. Such indemnification includes attorneys fees and any and all costs associated with any legal action or litigation resulting from damages, injuries, or harm directly or indirectly caused by work performed under this Contract.
- The Provider shall carry and maintain throughout the life of this contract such general bodily injury and property damage liability insurance as will protect it and the Agency against claims for personal injury, including death or property damage, which may arise from the Provider's performance under this Contract, or from use of vehicles in connection therewith, and shall include coverage for indemnification as described above. Such general liability insurance shall have a minimum of one million dollars (\$1,000,000.00) of coverage covering any and all work performed under this Contract. The Provider, prior to performance, providing services, and/or beginning work under this Contract will provide proof of such insurance to the Agency.
- The Provider will maintain throughout the life of this Contract adequate insurance as provided by law on any vehicle used in connection with performing the requirements or obligations of this contract. The Provider, prior to beginning work will provide proof of such insurance to the Agency.
- The Provider will also provide proof of coverage by the Bureau of Workers Compensation. Such proof shall be provided to the Agency prior to the Provider's performance, providing services, and/or beginning work under this Contract
18. **TERMINATION:** This Contract shall terminate automatically if the provider fails to meet all licensing requirements imposed by law. This Contract may also be terminated at any time upon ten (10) days' written notice by either party. In the event that federal funding is no longer available for this programs, this Contract will, at the direction of DCDJFS be changed to reflect the loss of federal funding or automatically terminate. Termination due to loss of federal funding will be effective on the date that the reimbursement is no longer available.
19. **AMENDMENT OF AGREEMENT:** This Agreement may be amended at any time by a written amendment signed by all parties.
20. **SEVERABILITY/PARTIAL INVALIDITY:** A judicial or administrative funding order or decision that any part of this Contract is illegal or invalid shall not invalidate the remainder of the Contract.
21. **PUBLICITY:** In any publicity release or other public reference, including media release, information pamphlets, etc. on the services provided under this Contract, it will be clearly stated that the project is partially funded by ODJFS, through the Delaware County Commissioners and the DCDJFS.
22. **ACCESSIBILITY OF PROGRAMS TO HANDICAPPED:** The SUCCESS TECHNOLOGIES agrees as a condition of the Contract to comply with the American's with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable

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HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

23. **DRUG-FREE WORKPLACE:** The SUCCESS TECHNOLOGIES certifies and affirms that, as applicable to the DCDJFS, any staff, subcontractor and/or independent contractor, including all field staff, agree to comply with all applicable state and federal laws regarding a drug-free workplace.

Additional Provisions – See attached

Exhibit A
Success Technologies
172 Seatrain Drive Delaware, Ohio 43015
Ph 740-362-5919 Fax 740-362-0319 Email morbets@aol.com
Successesstechnologies.net

Proposal

Rationale

Parents who are overwhelmed by the increasing pressures and responsibilities of raising preadolescent children need support and skills to ensure their success in keeping their families together. Children who are at risk for developing academic, legal and emotional problems need support and skills to manage a difficult transition in human development.

Goals and Objectives:

Parents will learn new strategies that will help them to manage the behavioral problems common in the preadolescent child.

Through support groups, which meet on a weekly basis for one hour parents will be given a supportive environment designed to help them air their concerns and difficulties as well as receive strategies from other parents and staff.

Parents and children will begin to bridge the gaps in generational beliefs and barriers through understanding, communication and problem solving.

Program Elements

Parents will receive weekly parenting classes for a period of 6 weeks in two hour sessions

Parents will receive weekly support groups for a period of 6 weeks in one hour sessions

Three of the six week sessions will include their children.

Children will receive weekly education for a total of 6 weeks which will include communication, developmental instruction, decision making and problem solving.

Program Element Agenda

Parenting Classes

Session One: Re-connecting to our children: Understanding adolescents in a changing world

Session Two: Parenting know how: What do children need? Introduction to communication skills with preadolescent children.

Session Three: Communication skills continued

Session Four: Self Care: Thinking Through the Feelings

Session Five: The Mentoring Parent: The value of a teaching relationship

Working with agencies

Session Six: Providing nurturance, boundaries and consequences

Classes for Middle Schoolers

Session One: Understanding me: A look at adolescence

Session Two: What do parents want? Introduction to communicating with parents

Session Three: Communication skills and strategies

Session Four: What's really bothering me? School, friendships, temptations

Session Five: Thinking Through the Emotions: thinking skills for emotional management.

Session Six: Goal planning: how to feel better and work toward goals

COST

Program Development:

Writing curriculum which includes lecture materials, handouts and exercises for both parents and children for all formats including classes, support groups and training manual. \$ 4,500.00

Classes:

\$250.00 per class for a total of 12 classes: 6 for Parents and 6 for Children \$ 3,000.00

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Support Groups

3 Support Groups for Children @ \$200 per Session	\$ 600.00
3 Support Groups for Parents @ \$200 per Session	\$ 600.00
3 Support Groups for Parent and Children with 2 therapists	\$ 1,200.00
	\$ 2,400.00

(\$200.00 per group per worker)

Snacks	\$ 600.00
Incentives	\$ 1,000.00

Total Cost	\$ 11,500.00
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Further Be It Resolved, that the Commissioners approve the following Purchase Order Request:
 Janice Morabeto 22411603-5348 for \$11,500.00

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 06-239

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE DELAWARE COUNTY JUVENILE COURT:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve the following contract:

AGREEMENT
 CONTRACT FOR THE PURCHASE OF SERVICES
 BETWEEN THE DELAWARE COUNTY
 DEPARTMENT OF JOB AND FAMILY SERVICES
 AND
 DELAWARE COUNTY JUVENILE COURT

This Contract is made and entered into on the 1st day of February, 2006 between Delaware County Department of Job and Family Services a department of the Delaware County Commissioners, hereinafter referred to as "DCDJFS" and the DELAWARE COUNTY JUVENILE COURT hereinafter referred to as "JUVENILE COURT" and/or "Provider(s)."

1. **PURPOSE OF CONTRACT:** The purpose of this Contract is to outline the Programmatic and Fiscal relationships between the DCDJFS and JUVENILE COURT for support of the Mentor MOMS Program.
2. **DELIVERABLES:** The deliverables to be provided under this contract to DCDJFS by Juvenile Court are more fully described in Exhibits A and B as attached hereto and which by this reference are incorporated into and made a part of this Contract.
3. **AGREEMENT PERIOD:** This Contract will be effective from February 1, 2006 through June 30, 2006 inclusive, unless otherwise terminated.
4. **LIMITATION OF SOURCE OF FUNDS:** Provider warrants that any costs incurred pursuant to this Contract will not be allowable to, or included as a cost of any other federally financed program in either the current or a prior period.
5. **FINANCIAL AGREEMENT:** Subject to the terms and conditions set forth in this Contract, the DCDJFS agrees to reimburse the JUVENILE COURT for actual costs for the Mentor MOMS Program services. Said reimbursement shall not exceed \$10,125.00. See Exhibit B attached hereto.
6. **INDEPENDENT CONTRACTORS:** Providers, agents and employees of the Provider will act in performance of this Contract in an independent capacity, and not as officers or employees or agents of the State of Ohio, the DCDJFS, or Delaware County Board of Commissioners or Delaware County.
7. **INFORMATION REQUIREMENTS:** JUVENILE COURT will provide information to DCDJFS necessary to meet the specific fiscal and program requirements contained in the contract. This shall include a quarterly and year end report of services provided and outcomes achieved.
8. **SERVICE DELIVERY RECORDS:** The JUVENILE COURT shall maintain records of services provided under this contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.

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9. **DUPLICATE BILLING/OVERPAYMENT:** JUVENILE COURT warrants that claims made to DCDJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of funds for the same service. In the case of overpayments, the JUVENILE COURT agrees to repay the DCDJFS the amount to which DCDJFS is entitled.
10. **FINANCIAL RECORDS:** The JUVENILE COURT shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
11. **AVAILABILITY AND RETENTION OF RECORDS:** JUVENILE COURT shall maintain and preserve all financial, programs/services delivery, and eligibility determination records related to this Contract, including any other documentation used in the administration of the programs, in its possession for a period of three (3) years from the date of the submission of DCDJFS's final expenditure report, and/or will assure the maintenance of such records for the same period of time in the possession of any third party performing work related to this Contract unless otherwise directed by the DCDJFS.
- If any litigation, claim, negotiation, audit or other action involving such records has been started before the expiration of the three (3) year period, JUVENILE COURT shall retain the records and shall assure that any such records in the possession of any third party performing work related to this Contract are retained until the completion of the action and all issues which arise from it or until the end of the three (3) year period, whichever is later.
12. **RESPONSIBILITY FOR INDEPENDENT AUDIT:** JUVENILE COURT agrees to, if required by the director of DCDJFS on the basis of evidence of misuse or improper accounting of funds or service delivery records for which the provider is responsible, have conducted an independent audit of expenditures and records of service delivery and make copies of the audit available to the DCDJFS. Any and all costs of such an independent audit shall be the sole responsibility of the JUVENILE COURT.
13. **RESPONSIBILITY OF AUDIT EXCEPTIONS:** JUVENILE COURT agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate County, State or Federal Audit and the Independent Audit described in Section 11 related to the provisions of services under this Contract.
- The JUVENILE COURT agrees to reimburse the DCDJFS and the County the amount of any Audit Exception designated by appropriate County, State, Federal and Independent Audit.
14. **SAFEGUARDING OF CLIENT:** JUVENILE COURT and DCDJFS agree that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the DCDJFS or JUVENILE COURT responsibilities with respect to purchased services under this Contract is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.
15. **CIVIL RIGHTS:** DCDJFS and JUVENILE COURT agree that as a condition of this Contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.
16. **LIABILITY REQUIREMENTS:** (Other than audit) To the extent permitted by law, each agency agrees to hold the other agency harmless from liability suits, losses, judgements, damages, or other demands brought as a result of its actions or omissions in performance of this Contract.
17. **TERMINATION:** This Contract shall terminate automatically if the provider fails to meet all licensing requirements imposed by law. This Contract may also be terminated at any time upon ten (10) days' written notice by either party. In the event that federal funding is no longer available for this programs, this Contract will, at the direction of DCDJFS be changed to reflect the loss of federal funding or automatically terminate. Termination due to loss of federal funding will be effective on the date that the reimbursement is no longer available.
18. **AMENDMENT OF AGREEMENT:** This Agreement may be amended at any time by a written amendment signed by all parties.

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19. **SEVERABILITY/PARTIAL INVALIDITY:** A judicial or administrative funding order or decision that any part of this Contract is illegal or invalid shall not invalidate the remainder of the Contract.
20. **PUBLICITY:** In any publicity release or other public reference, including media release, information pamphlets, etc. on the services provided under this Contract, it will be clearly stated that the project is partially funded by ODJFS, through the Delaware County Commissioners and the DCDJFS.
21. **ACCESSIBILITY OF PROGRAMS TO HANDICAPPED:** The JUVENILE COURT agrees as a condition of the Contract to comply with the American's with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.
22. **DRUG-FREE WORKPLACE:** The JUVENILE COURT certifies and affirms that, as applicable to the DCDJFS, any staff, subcontractor and/or independent contractor, including all field staff, agree to comply with all applicable state and federal laws regarding a drug-free workplace.

Additional Provisions – See attached

**Exhibit A
PROGRAM SUMMARY STATEMENTS**

Summary of Mentor MOMS program:

The M.O.M.S. Program matches teen moms and pregnant teens with an experienced mother who mentors the teen until their infant's first birthday. The mentor and young mom attend monthly group meetings together, mentors visit or call the teen mom at least once a week and provide support while assisting the teen mom with transportation to doctor appointments, introducing them to local services/resources in the community, and teaching them fiscal responsibility skills, healthy meal planning, and mother/infant bonding. This program seeks to reduce the likelihood of a secondary pregnancy within two years of delivery, increase the likelihood of the mother and baby receiving appropriate pre-natal and infant medical care, and increase the likelihood of self-sufficiency through educational and employment attainment, all while helping the mother to effectively manage multiple stressors.

One-paragraph summary of why social change is necessary. Include evidence and statistics to make the case:

There are approximately half a million teen births every year in this country with about 40% of these being 17 or younger. In 2004 there were 42 teen births at the local hospital in Delaware County. Women who have their first child as a teen are more likely to end up on welfare (75% are on welfare within 5 years of giving birth, and 52% of all mothers on welfare had their first child as a teenager) and less likely to graduate from high school (only 64% of teen moms graduate from high school or earn their G.E.D. within two years of when they would have graduated) than women who delay having their first child. The children of teen mothers are more likely than children of older mothers to be born prematurely and at low birth weight, which raises the probability of infant death or health problems. The children of teen mothers suffer higher rates of abuse and neglect and do worse in school than children born to older parents (they are 50% more likely to repeat a grade, are less likely to complete high school, and have lower performance on standardized tests). Furthermore, the daughters of teen parents are 22% more likely to become teen mothers themselves while the sons of teen mothers are 13% more likely to end up in prison. More than 20% of teen births are by a girl who already has a child with nearly 25% of teen moms having a second baby within 24 months of the first birth. A teen mom with more than one child typically faces lower educational attainment and a greater likelihood of poverty than those with only one child. Also, the second and/or subsequent child of teen moms are more likely to have poorer health outcomes, to become victims of child abuse and neglect, to be placed in foster care for longer periods of time, and to be the victim of infant homicide.

**Exhibit B
Program Narrative**

A summary of the program design, including:

The Mothers Offering Mentoring Support (M.O.M.S.) program serves pregnant teens and teen mothers aged 13-19 years who are residents of Delaware County, Ohio. In Delaware County in 2004 at least 42 children were born to teen mothers. This program seeks to serve a minimum of 15 new teen moms per year. These teenagers are matched with an experienced mother who serves as a mentor to the teen until the infant's first birthday. Mentors go through an extensive screening process, including a criminal background check. They also attend a training session prior to being matched with their mentee. The program is lead by Patty Cram, the Mentor Coordinator for the Delaware County Juvenile Court.

This program seeks to reduce the amount of repeat teen pregnancies, increase the likelihood of the mother and baby receiving appropriate pre-natal and infant medical care, and increase the likelihood of self-sufficiency through educational and employment attainment, all while helping the mother to effectively manage multiple stressors. The mentor visits or calls the teen mother at least once a week (with a visit occurring at

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least every other week). The teen mothers and their mentors also attend a monthly group meeting where they have the opportunity to share successes and challenges while providing each other with support

This program operates in Delaware County, Ohio with the mentors and teen mothers meeting in one of their homes or a community location. The monthly meetings are held at a community location that allows the members to relax and feel comfortable.

This program began in 2005 with pregnant teens being matched with experienced mothers as soon as the mentors-to-be completed background checks and the training session. The relationship between the mentor and the teen mother lasts until the infant's first birthday. Weekly mentor/mentee interaction began as soon as the matches were made and monthly group meetings have been held since January 2005.

The main component of this program is the weekly interaction between the teen mother and the experienced mother. The mentors provide support for the young mothers while sharing their experience and knowledge. They discuss pregnancy prevention in terms of birth control methods, appropriate relationships, and long-term goals. The mentor also explain the importance of pre-natal and infant doctor visits, breastfeeding and mother/infant bonding, transport them to doctor appointments and discuss how to plan healthy meals. They also discuss the importance of educational and employment attainment, teach the mothers fiscal responsibility (including budgeting and thrift shopping), refer them to community services/resources, and teach them about ways to deal with stress other than using tobacco, alcohol, and drugs. Monthly group meetings assist both mentors and the teen mothers by allowing them to share common challenges and to learn from others having similar experiences. Mentors have contact with the mentor coordinator bi-weekly in order to discuss the match.

Social Change:

This program seeks to transform the lives of girls by using the collective power and passion of women working together. The focus of this program is on effecting social change as we seek to support a developing sense of power in the teen mothers by encouraging them to continue their education and live independently as opposed to relying on various forms of public assistance. This will result in advancing the lives of these teen mothers, as they become strong, self-reliant women with the knowledge and ability to take care of themselves and their child. They will have high self-esteem and confidence that they will be able to instill in their children, who will therefore be more likely to graduate from high school and avoid becoming teen parents themselves.

The M.O.M.S. program has already seen a dramatic shift in community interest in this issue, thanks in no small part to Mrs. Cram's efforts and recent media coverage of the M.O.M.S. program. There is no shortage of interested teen moms and experienced moms wanting to participate in the program. However, there interest in the program has also been sparked among key community leaders from the Health Department, schools, the Department of Job and Family Services, and the local university. Not only do these agencies make regular referrals to the M.O.M.S. program but they are also considering the development of other programs designed to serve teen and single mothers. In recent weeks Mrs. Cram has assisted in connecting a number of these agencies with the S.P.R.O.U.T. program from Baldwin Wallace College in hopes of developing a similar program locally.

Evaluation and Pass It On Plan:

Several measures will be used to evaluate the success of this program at the individual level. It is the goal of the program for at least 80% of program participants to not have a child within two years of having their first child. The first objective of the program is that during 2006 75% of participants will attend 80% of required pre-natal and infant doctor appointments and 80% of children will not be seen in the emergency room. The second objective for the program is that while in the program, all of the teen moms will be in school or working depending on their age, and 75% will graduate or receive their G.E.D. within one year of their expected graduation date. Pre and post-test self-reports will be conducted to determine if the teen mothers have increased their knowledge about: services available to them in the community, breastfeeding, planning healthy meals, being fiscally responsible, dealing with anger and stress, and birth control methods while decreasing their use of tobacco, alcohol, and drugs.

This program will have a successful impact on the community if fewer children of teen mothers are visiting the emergency room and/or being abused or neglected. The community will also benefit from teen mothers ultimately being self-sufficient rather than receiving public assistance.

A report on the evaluation of the program including pre/post test results will be shared with community members including: the Health Department, Job and Family Services, the local hospital and other agencies that work with teenage mothers in order to collaborate on future projects designed to address needs identified by the pre/post test results. This we hope will lead to the expansion of the program through more pregnant teens being referred to the program and wanting to participate, as well as more experienced mothers offering to be mentors.

BUDGET

Expense Items	Requested from DCJFS	Full Program Budget
Salaries Patty Cram and Joyce Chrystal (Mentor MOMS Coordinator)	\$5,000	\$33,333
Benefits @ 17%	\$ 850	\$5,667

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Health Insurance – Single	\$ 775	\$5,160
Facility/Occupancy		
Rent	\$2,400	\$3,600
Training Materials	\$1,000	\$1,000
Other (Please Specify)		
Background Checks on Mentors	\$ 100	\$ 100
Total:	\$10,125	\$48,860

OTHER FUNDERS

Funder Name	Amount	Status
Women’s Fund of Central Ohio	\$ 8,230	Awarded for 2006

Further Be It Resolved, that the Commissioners approve the following Purchase Order Request:
Juvenile Court 22411603-5348 for \$10,125.00

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 06-240

IN THE MATTER OF APPROVING THE CONTRACT FOR SERVICES BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE COUNCIL FOR OLDER ADULTS:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the following contract:

**CONTRACT FOR SERVICES
BY AND BETWEEN
DELAWARE COUNTY DEPT. OF JOBS & FAMILY SERVICES
AND COUNCIL FOR OLDER ADULTS**

THIS AGREEMENT is entered into this 1st day of January, 2006 by and between Delaware County Dept. of Job & Family Services (DJFS), 149 N. Sandusky St., Delaware, Ohio 43015 and Council for Older Adults (COA), 818 Bowtown Road, Delaware, Ohio 43015.

WHEREAS, the DJFS is required to provide Adult Protective Services to any person sixty years of age or older, as identified in and pursuant to Ohio Administrative Code Section 5101:2-20-01; and

WHEREAS, it is the desire of the DJFS to designate another agency to perform the department’s duties as they relate to (1) investigating complaints of suspected abuse, neglect and/or exploitation, and, (2) the provision of Adult Protective Services; and

WHEREAS, the COA has proven its ability to recognize and understand the special needs of senior citizens and to provide services to senior citizens in Delaware County; and

WHEREAS, the COA has agreed to assume and provide the duties related to investigations and provision of Adult Protective Services on behalf of the DJFS.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

A. COA agrees to:

1. Serve as the lead agency for the investigation of referrals of suspected abuse, exploitation or neglect, evaluate the need for, and, when appropriate, make every effort to provide or arrange for the provision of protective services, pursuant to OAC Section 5101:2-20-01. These protective services may include, but are not necessarily limited to, case work services, medical care, mental health services, legal services, fiscal management, home health care, homemaker services, housing-related services, guardianship services, and placement services, as well as the provision of such commodities as food, clothing and shelter.
2. Provide quarterly reports to the DJFS, by no later than fifteen (15) calendar days following the end of the reporting period, as follows:
 - a. The Quarterly Report shall be in the format required by the DJFS for submission to the Ohio Department of Job and Family Services.

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3. Provide DJFS personnel access to all information pertinent to Adult Protective Services being rendered on behalf of DJFS including, but not limited to the progress of ongoing services, assessments and completed investigations.

4. Serve as the designated agency for the preparation and development of a memorandum of understanding setting forth the normal operating procedures to be used when investigating abuse, neglect, and exploitation reports of older adults.

5. Maintain, at a minimum, during the term of this Contract, Bodily Injury and Property Damage Liability Insurance under a standard Comprehensive General/Automobile Liability Policy, which shall provide and include coverage, in an amount no less than \$100,000 for bodily injury per person; \$300,000 for bodily injury per occurrence; and \$100,000 for property damage per occurrence; or a combined single limit of \$300,000 on all Owned Automobiles and Non-Owned and Hired Automobiles, as well as Worker's Compensation Insurance covering all personnel and covering all sites subject to this contract.

6. Indemnify, defend and save harmless, for the period of this Contract, the DJFS, the Ohio Department of Jobs and Family Services and the Board of Delaware County Commissioners against any and all liability, loss, damage and/or related expenses incurred through the provision of services under this Contract, with the sole exception of gross negligence or willful or intentional conduct by DJFS or Delaware County officers, elected officials and employees.

7. Providers, agents and employees of COA will act in performance of this Contract as an independent contractor, and not as officers, employees or agents of the State of Ohio, DJFS or Delaware County.

8. To contract for an independent audit of all organizational income and expenses and to make copies of the audit available to the DJFS, or in the alternative, make all relevant records available to DJFS for review and inspection upon reasonable notice.

9. To report actual expenses to DJFS on a quarterly basis within 30 days of the end of each quarter.

B. DJFS agrees to:

1. Receive all initial calls or referrals for Adult Protective Services. After obtaining the necessary information, DJFS will contact appropriate COA staff by telephone regarding the call or referral received, within 24 hours for emergencies and 72 hours for non-emergencies. DJFS will send via fax, the same information in written form to COA as a follow-up.

DJFS agrees to provide 24 hour a day, 7 day a week emergency coverage for Adult Protective services referral under the same procedures currently utilized through the Child Protective Services Division of DJFS. Any referral received outside the normal work hours (8:00 a.m. to 5:00 p.m. Monday through Friday) that is considered to be of an emergency nature will be responded to by the Child Protective Services Division of the DJFS. Any referral received outside the normal work hours that is considered a non-emergency referral will be forwarded by the DJFS to COA by the next business day.

2. Inform COA of any Adult Protective Services training opportunities provided by the Ohio Department of Job and Family Services.

3. Provide COA with any and all information received regarding State and/or Ohio Department of Job and Family Services laws and regulations concerning the provision of Adult Protective Services.

4. Pursuant to ORC Section 5101.751 evaluate the performance of COA not less than once annually. DJFS will immediately communicate any and all material concerns or issues related to COA's performance under this contract and will provide technical assistance to COA in an effort to resolve said any concerns or issues that left unresolved could lead to the termination of this Contract.

5. Advance to COA on a quarterly basis no less than one fourth of the total amount **as specified in the attached amendment** contingent upon the continuation of state and local funding.

C. In addition to the above, DJFS and COA jointly agree to the following:

1. There will be no discrimination against any client, applicant or employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VII of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that all applicable federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract.

2. The County Prosecutor's office will continue to represent DJFS in Probate Court, as needed, with regard to petitioning the court for the provision of protective services. Such legal services will be provided at no cost to

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COA. COA will provide competent expert witness testimony as needed for these purposes. COA acknowledges that the Delaware County Prosecutor's office does not represent COA, nor can it give legal advice to COA on matters outside the scope of COA's role with regard to this Contract. All legal documents, including petitions presented to the court shall be jointly signed by representatives of COA and DJFS.

3. Jointly COA and DJFS will participate and agree to adhere to established policy and subsequent revisions as suggested by the Adult Protective Services Advisory Committee, with final approval by the COA Board of Trustees.

4. This Contract will terminate upon fifteen (15) days written notice if COA fails to provide the Adult Protective Services mandated by applicable Ohio Revised Code and Ohio Administrative Code sections. Further, this contract may be terminated by either party upon sixty (60) days written notice, without cause or liability.

5. The annual budget period shall commence on January 1, 2006 and continue for the period of one year.

6. The Contract shall commence on January 1, 2006 and terminate on December 31, 2006. The Contract, with the agreement between both parties, shall renew on January 1 of each subsequent year with the approval of County Commissioners of each annual budget.

Adult Protective Services
Projected Annual budget
2006

	DJFS	COA	Total
Salary + benefits-APS Supervisor	\$0	\$9,685	\$9,685
Salary-APS Advocate	\$41,309	0	\$41,309
Part-time-APS Advocate	\$0	\$19,317	\$19,317
Benefits & taxes PT & FTE	\$3,691	\$16,207	\$19,898
Total Personnel	\$45,000	\$45,209	\$90,209
Office Space	\$0	\$4,354	\$4,354 rent & utilities
Supplies	\$0	\$2,485	\$2,485
Travel	\$0	\$8,330	\$8,330
Telephone	\$0	\$584	\$584
Equipment	0	\$706	\$706 Basic office Equipment
Professional Fees	\$0	\$5,000	\$5,000 Psychologist & allocated
Training	\$0	\$2,225	\$2,225
Insurance	\$0	\$1,306	\$1,306
Subscriptions	\$0	\$505	\$505
Total Other	\$0	\$25,495	\$25,495
Emergency Services	\$0	\$6,000	\$6,000
Grand Total	\$45,000	\$76,704	\$121,704

Potential	hours	weeks	hourly rate	Total
Overtime		128	52	\$1.25
				\$8,320.00

Further Be It Resolved, that the Commissioners approve the following Purchase Order Request: Council for Older Adults 22411606-5348 for \$45,000.00

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 06-241

IN THE MATTER OF APPROVING A MENTAL HEALTH INSURANCE PARITY RESOLUTION:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve the following:

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Whereas, Delaware County Job and Family Services, Children Services Division, views passage of S.B. 116 and H.B. 180, the mental health parity bills, as a significant step toward eliminating discrimination against individuals with behavioral health disorders; and

Whereas, mental illness is a disease of the brain; and

Whereas, treatment for biological brain disorders is often as effective as treatment for heart disease, cancer and other serious physical health disorders; and

Whereas, Delaware County Job and Family Services, Children Services Division, is a strong supporter of the Access to Better Care Initiative, mental health parity would help ensure that individuals, families and children who are impacted by biological brain disorders would have improved access to care; and

Whereas, too many families are unable to access quality, appropriate services for their children and youth experiencing mental illness; and

Whereas, parents and caregivers of children in the child welfare system often have mental health issues that put their children’s health and safety at risk; and

Whereas, for many of these children and families, their safety and ongoing stability in a permanent family – birth, relative or adoptive – depends upon the access to mental health services; and

Whereas, untreated maternal depression is a growing factor in referrals to the child welfare system; and

Whereas, individuals with untreated mental illness are far more likely to wind up in Ohio’s jails and prisons; and

Whereas, mental health parity would reduce costs to local alcohol, drug addiction and mental health boards and community mental health boards which serve as the safety net for individuals who are underinsured; and

Whereas, home and community-based mental health treatment options can help prevent expensive residential placements for children; and

Whereas, S.B. 116 and H.B. 180 contain a provision to protect small businesses from being adversely impacted by allowing them to “opt out” if their premium exceeds 1% over a 6-month period; and

Whereas, 36 states have enacted mental health insurance parity laws;

Now, therefore be it resolved that the **Delaware County Job and Family Services, Children Services Division,** supports the passage of S.B. 116 and H.B. 180 introduced in the 126th General Assembly by Senator Robert Spada and Representative Jon Peterson, respectively.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 06-242

IN THE MATTER OF APPROVING REVENUE INCREASE AND SUPPLEMENTAL APPROPRIATIONS FOR JUVENILE COURT:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the following:

Revenue Increase		Amount
27126310-4230	Juvenile Incentive Grant/Services	8,236.59
Supplemental Appropriation		
27126310-5319	Juvenile Incentive Grant/Refunds	8,236.59

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

PRESENTATION OF COUNCIL FOR OLDER ADULTS BUILDING DESIGN

RESOLUTION NO. 06-243

IN THE MATTER OF APPROVING THE SCHEMATIC DESIGN AND AUTHORIZING THE CONSULTANT TO MOVE FORWARD WITH THE MORE DETAILED DEVELOPMENTAL DESIGN FOR THE COUNCIL FOR OLDER ADULTS BUILDING:

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It was moved by Mr. Evans, seconded by Mr. Jordan to approve the schematic design and authorizing the consultant to move forward with the more detailed developmental design for the Council For Older Adults Building.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners