

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 8, 2007

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

Present: Glenn A. Evans, Kristopher W. Jordan, James D. Ward

PUBLIC COMMENT

RESOLUTION NO. 07-25

IN THE MATTER OF RE-ORGANIZATION OF BOARD OF COMMISSIONERS – PRESIDENT:

It was moved by Mr. Ward, seconded by Mr. Jordan to appoint Glenn A. Evans as President of the Board of Commissioners for the year 2007.

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

RESOLUTION NO. 07-26

IN THE MATTER OF RE-ORGANIZATION OF BOARD OF COMMISSIONERS - VICE-PRESIDENT:

It was moved by Mr. Ward, seconded by Mr. Evans to appoint Kristopher W. Jordan as Vice President of the Board of Commissioners for the year 2007.

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

RESOLUTION NO. 07-27

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 4, 2007 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the resolutions and records of the proceedings from regular meeting held January 4, 2007 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 07-28

IN THE MATTER OF APPROVING PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR015:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve payment of warrants in batch numbers CMAPR015.

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

RESOLUTION NO. 07 -29

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Child Support Enforcement Agency is requesting that Susan Brown attend OCDA Executive Board Meetings in Columbus, Ohio during the year 2007 (1/10/07, 2/14/07, 3/21/07, 4/11/07, 5/16/07, 6/13/07, 7/11/07, 8/8/07, 9/5/07, 10/10/07, 11/14/07, 12/12/07), at the cost of \$75.00.

The Child Support Enforcement Agency is requesting that Susan Brown and Joyce Rhodes attend an OCDA Fiscal Training in Columbus, Ohio January 23, 2007, at the cost of \$150.00.

The GIS Department is requesting that Shoreh Elhami attend the URISA Board Of Directors Retreats in Washington D.C. January 12-13, 2007 and in Chicago April 20-21, 2007, at the cost of \$780.00.

The Engineer’s Office and The Administrative Services Department are requesting that Cathleen Paulus attend a Fall Hazards in Construction Seminar in Columbus, Ohio January 9-10, 2007, at no cost.

The Auditor’s Office is requesting that Todd Hanks and Mark Potts attend various CAAO and SE Auditor’s Association Seminars on various dates during 2007, at the cost of \$1,340.00.

The Auditor’s Office is requesting that Kelly Tennant attend various Real Estate and Appraisal Seminars on

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various dates during 2007, at the cost of \$710.00.

The Auditor’s Office is requesting that Merrill Sheets and Paul Howard attend a Weights and Measures Conference in Sherrodsville, Ohio April 10-12, 2007, at the cost of \$645.00.

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

RESOLUTION NO. 07-30

IN THE MATTER OF GRANTING THE ANNEXATION PETITION OF 3.962 ACRES OF LAND IN ORANGE TOWNSHIP TO THE CITY OF COLUMBUS:

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

Whereas, on November 29, 2006, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Richard C. Brahm, agent for the petitioners, of 3.962 Acres, more or less, in Orange Township to the City of Columbus.

Whereas, pursuant to 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.

Whereas, 25 days have passed and the Clerk of the Board has not received an objection from the City of Columbus or the Township of Orange.

Therefore, Be It Resolved, the Delaware County Board of Commissioners grants the annexation petition request to annex 3.962 Acres, more or less, in Orange Township to the City of Columbus.

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

RESOLUTION NO. 07-31

IN THE MATTER OF APPROVING PLATS FOR OLENTANGY CROSSINGS SOUTH SECTION 2 AND TARTAN FIELDS PHASE 20 PART B:

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

Olentangy Crossings South Section 2

Situated In The State Of Ohio, County Of Delaware, Township Of Orange, Being Part Of Farm Lot 8, Section 2, Township 3 North, Range 18 West, United States Military Lands, Being A 6.671 Acre Subdivision, There Being All Of A 2.591 Acre Tract Described In Deed To Pct Crossing South, Llc By Official Record Volume 674, Page 1824, And 4.080 Acres Out Of An Original 27.672 Acre Tract Described In Deed To Pct Crossing South, Llc By Official Record Volume 1828. All References Being To The Records Of The Recorder’s Office, Delaware County, Ohio. Cost \$3.00.

Tartan Fields Phase 20 Part B

Situated In The State Of Ohio, County Of Delaware, Township Of Concord, Lying In Virginia Military District Survey 2546, Being 0.481 Acres Out Of The 56 Acre Tract (Tract One) Conveyed To Said NHG Development Group, Ltd., By Official Record 530, Page 153, And 10.094 Acres Out Of The 10 Acre Tract (Tract Two) Conveyed To NHG Development Group, Ltd., An Ohio Limited Liability Company, By Official Record 530, Page 153, More Or Less, Including 1.888 Acres Of Right-Of-Way, Records Of The Recorder’s Offices Of Delaware County, Ohio. Cost \$45.00.

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

RESOLUTION NO. 07-32

IN THE MATTER OF ACCEPTING MAINTENANCE BOND FOR TARTAN FIELDS PHASE 20, PART B:

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

Tartan Fields Phase 20, Part B

The roadway construction has been completed for the referenced subdivision and, as the results of the Engineer’s recent field review, he has determined that minor remedial work will be required during the 2007 construction season.

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In accordance with the Subdivider’s Agreement, The Engineer recommends that the maintenance bond be set at **\$14,900** for the duration of the one year maintenance period. A Cash Bond in that amount has been deposited with the Engineer’s Office.

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

RESOLUTION NO. 07-33

IN THE MATTER OF APPROVING RIGHT OF WAY WORK PERMIT SUMMARY SHEET:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the following work permits:

Permit #	Applicant	Location	Type of Work
U06154	The Knowledge Group	E. Orange Road/Green Meadows Drive/N. Central Drive	Place cable/conduit
U06165	Columbia Gas	Perry Road/W. Orange Road	Install gas mains
U07001	Columbus Fibernet	E. Orange Road/Graphics Way/Orangepointe	Install fiber, MHS, conduit
U07005	MCI Metro Access	Orange Road	Install fiber optic cable

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

RESOLUTION NO. 07-34

IN THE MATTER OF AWARDING THE BIDS FOR THE FOLLOWING 2007 ENGINEERING MATERIALS: CONCRETE MATERIALS; CORRUGATED POLYETHYLENE TUBING AND PIPE; GUARDRAIL MATERIALS; LIMESTONE AND BITUMINOUS COLD MIX; PRECAST REINFORCED CONCRETE ARCH CULVERT; PRECAST REINFORCED CONCRETE BOX CULVERT; PRECAST REINFORCED CONCRETE THREE-SIDED FLAT TOPPED CULVERT; REINFORCING STEEL; ROLLED STEEL SHAPES; STEEL BEAM BRIDGES (DESIGN/BUILD) AND TREATED WOOD FLOORING:

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

Bid Award Recommendations for Bids Opened December 11, 2006

As a result of the bids opened December 11, 2006 for various materials to be used during 2007, the following are our recommendations for bid awards:

Concrete Materials:

The Engineer recommends that a non-exclusive bid award be made to Buckeye Ready Mix, Hensell Ready Mix and Ellis Brothers, Inc.

Corrugated Polyethylene Tubing and Pipe:

The Engineer recommends that a non-exclusive bid award be made to Advanced Drainage Supply, Discount Drainage Supplies and Baughman Tile Company..

Guardrail Materials:

The Engineer recommends that a non-exclusive bid award be made to Ohio Bridge Corporation, M.P. Dory Company, Paul Peterson Company and Firelands Supply Company for the supply of guardrail materials. The Engineer recommends that a non-exclusive bid award be made to Paul Peterson Company, M.P. Dory Company and Lake Erie Construction for guardrail furnishing installation.

Limestone and Bituminous Cold Mix:

The Engineer recommends that a non-exclusive bid award be made to National Lime and Stone, Mar-Zane Materials, Kokosing Materials and Shelly Materials.

Precast Reinforced Concrete Arch Culvert:

The Engineer recommends that an exclusive bid award be made to Contech Bridge Solutions, Inc.

Precast Reinforced Concrete Box Culvert:

The Engineer recommends that a non-exclusive bid award be made to United Precast, Inc. and Mack Industries.

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Precast Reinforced Concrete Three-Sided Flat Topped Culvert:

The Engineer recommends that an exclusive bid award be made to United Precast, Inc.

Reinforcing Steel:

The Engineer recommends that an exclusive bid award be made to Superior Steel Corporation.

Rolled Steel Shapes:

The Engineer recommends that an exclusive bid award be made to Superior Steel Corporation.

Steel Beam Bridges (Design/Build):

The Engineer recommends that an exclusive bid award be made to Ohio Bridge Corporation.

Treated Wood Flooring:

The Engineer recommends that an exclusive bid award be made to Ohio Bridge Corporation.

Bid tabulations for these materials are available for your information.

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

RESOLUTION NO. 07-35

**IN THE MATTER OF APPROVING A CONTRACT WITH COLUMBUS SOUTHERN POWER COMPANY
FOR 800 CHESHIRE ROAD (COUNCIL FOR OLDER ADULTS):**

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

**Columbus Southern Power Company
Contribution-In-Aid-Of-Construction Agreement
For Electric Distribution Service**

Council For Older Adults Delaware City
Service: 800 CHESHIRE RD

Mailing:
810 Bowtown Rd.
Att: Bob Horrocks
DELAWARE, OH
Delaware, OH 43015

Contract #: DWMS00000049211
Work Request #: 16484927
Date: 11/27/2006

The Customer has requested the installation of electric distribution facilities (hereinafter referred to as "Basic Service") as follows: provided electrical service from underground source.

Additionally, the Customer has requested Premium Service as follows:

Columbus Southern Power Company (hereinafter referred to as "Company") agrees to install (2) poles, 87' of # 1/0 AL overhead primary and neutral, 1120' of # 1/0 AL underground primary and 1000 KVA padmount transformer.

Customer agrees to trench, and backfill, install 332' of 4-5" ducts PVC sch 40, sign easement, obtain inspections needed per AEP specifications, and pay any upfront fees.

In accordance with the Company's terms and conditions as filed with the Public Utilities Commission of Ohio the Customer agrees to pay Columbus Southern Power Company as follows.

1. \$17,479.80 up-front Contribution-In-Aid-Of-Construction for Basic Service
2. \$0.00 up-front Contribution-In-Aid-Of-Construction for Premium Service
3. \$17,479.80 is the total up-front Contribution-In-Aid-Of-Construction for Basic Service and Premium Service.
4. Monthly Surcharge Amount of \$181.83 which will automatically terminate on 12/31/2008

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All facilities installed by the Company will be and remain property of the Company. The Company expressly retains the right to use said lines and equipment for any purpose which Company deems advisable, including the distribution of electric service to other customers.

It is understood and agreed that the Company will not begin facilities construction until all Contribution-In-Aid-Of-Construction costs for Basic and Premium Services outlined above are received by the Company.

It is understood and agreed that this agreement, and particularly the amounts of the Contribution-In-Aid-Of-Construction and surcharge contained herein, are based on the specifics of the Customer's request for distribution electric facilities.

Other utilities may have lines and/or equipment that utilize American Electric Power's pole or other facilities. American Electric Power is not responsible for the installation, relocation or removal of lines and/or equipment owned by other utilities at this location. Each utility is responsible for its own equipment and the time it takes to install, remove or relocate it. Any fees charged by other utilities are the responsibility of the customer, not American Electric Power. The customer is responsible for contacting the other utilities and making arrangements with them for any work that must be done to facilitate this contract.

If the Customer's request for facilities is altered or the Customer requests a delay or otherwise is unable to take service by 12/27/2006, the Company reserves the right to adjust the amount of the Contribution-In-Aid-Construction and surcharge to reflect either the alteration in requested facilities or the delay in service, or both. All dates for commencement and completion of construction are estimates only and do not represent guaranteed dates.

Nothing herein contained shall be construed as a waiver or relinquishment by Company or any right it has or may hereafter have to discontinue service for or on account of default in the payment of any bill owing or to become owing thereunder or for any reason or cause stated in the Company's Tariff.

The quoted price will be valid until 02/25/2007

Further Be It Resolved, that the Commissioners approve a Purchase Order Request and Voucher in the Amount of \$17,479.80 (43111424-5410) to Columbus Southern Power.

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

RESOLUTION NO. 07-36

**IN THE MATTER OF APPROVING THE CONTRACT WITH GREAT LAKES HOTEL SUPPLY
FOR BID PACKAGE NO. 07 -FOOD SERVICE EQUIPMENT-FOR THE NEW HEADQUARTERS AND
FACILITIES FOR THE COUNCIL FOR OLDER ADULTS, DELAWARE COUNTY, OHIO:**

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

This Contract made by and between:

**Great Lakes Hotel Supply
1961 Grand River Ave.
Detroit, OH 48226**

(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

ARTICLE 1

1.1 The Contractor shall perform the entire work described in the Contract Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, for:

**Bid Package No. 07 – Food Service Equipment
Delaware County
Council For Older Adults
New Senior Service Center
Delaware, Ohio 43015**

ARTICLE 2

2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this

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Contract, subject to additions and deletions as provided in the Contract Documents, the amount of **\$ 521,287.00 (Five Hundred Twenty One Thousand, Two Hundred Eighty Seven Dollars and Zero Cents** (the “Contract Price”), based upon the Bid Form, dated **October 11, 2006** submitted by the Contractor.

Base Bid \$ 521, 287.00

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Contract Documents.

ARTICLE 3

3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion in accordance with the Milestones set forth in Section 00840, following the date set forth in the Notice to Proceed, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.

3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed upon the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.

3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Contract Documents.

3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1. To \$50,000	\$ 150.
More than \$50,000 to \$150,000	\$ 250.
More than \$150,000 to \$500,000	\$ 500.
More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

ARTICLE 4

4.1 The Contract Documents shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Contract Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.

4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.

4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.

4.4 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

ARTICLE 5

5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract Documents shall be valid and enforceable unless the Delaware County Board of Commissioners first certifies funds are available.

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5.2 The Contract shall become binding and effective upon execution by the Delaware County Board of Commissioners.

ARTICLE 6

6.1 This Contract has been executed in several counterparts, each of which shall Constitute a complete original Contract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

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

RESOLUTION NO. 07-37

IN THE MATTER OF APPROVING CHANGE ORDER # 0008 FOR BID PACKAGE 1 - SITE WORK & UTILITIES FOR THE NEW HEADQUARTERS AND FACILITIES FOR THE COUNCIL FOR OLDER ADULTS, DELAWARE COUNTY, OHIO:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve change order #001-008 for Bid Package 1:

ACI Construction Company, Inc.

Original Contract	\$ 1,333,500.00
Amount previously approved	\$ 20,203.00
Change Order No. 0008	<u>\$ 11,546.00</u>
Revised Contract Amount	\$ 1,365,249.00

Further Be It Resolved, that the Commissioners approve a Purchase Order Increase to ACI Construction Company in the Amount of \$11,546.00

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

RESOLUTION NO. 07-38

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Chris Mize has accepted the Intermediate Position with the EMS Department; effective date January 10, 2007.

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

RESOLUTION NO. 07-39

IN THE MATTER OF APPROVING THE DELAWARE COUNTY FAMILY & CHILDREN FIRST COUNCIL GRANT AGREEMENT FOR OHIO CHILDREN'S TRUST FUND SFY 07 WITH HELPLINE OF DELAWARE AND MORROW COUNTIES, INC.:

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

**Delaware County Family & Children First Council
Grant Agreement for Ohio Children's Trust Fund SFY 07
With
HelpLine of Delaware and Morrow Counties, Inc.**

This Grant Agreement is entered into by and between Family & Children First Council (FCFC) and HelpLine of Delaware and Morrow Counties, Inc. (Agency) this ____day of January 2007.

Term: This Grant Agreement between FCFC and the Agency is for the time period of July, 2006 through June 30, 2007,

Amount and Terms of Payment of Grant Award: The total amount of the Grant Award to the Agency for State Fiscal Year 2007 (SFY 07) is \$15,203.00, payable as follows:

Upon receipt of this signed agreement, FCFC will release 50% of the monies to the Agency, being \$7,601.50. On or about March 1, 2007 or upon receipt by the FCFC of the Ohio Children's Trust Fund (OCTF) monies from the state, whichever is later, and when a quarterly invoice is submitted to FCFC, 30% of the award will be released to the Agency, being \$4,560.90. On or about July 30, 2007, or upon receipt of the Agency's submission of the Annual Report showing evidence of satisfactory achievement of the service deliverables, and when an invoice for the

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balance of the reward is received, the final 20% of the award

(\$3,040.60) will be released to the Agency provided that all service delivery and reporting requirements have been met.

Service delivery: Agency will provide the services described below. The Agency is expected to achieve no less than 40% of service delivery by December 31, 2006 and no less than 90% service delivery by June 30, 2007. Service delivery and budget details are further described in the grant application, attached to this Grant Agreement. Said attachment(s) further describing the service delivery and budget are by this *reference* incorporated herein and are hereby deemed to be part of this Grant Agreement as if fully set forth herein.

Deliverable #1: Provide child safety - training workshops in five elementary schools and three summer programs to 670 children. Unit of service= 1 child attending 1 classroom session; Units planned = 670 units

Deliverable #2: Provide child abuse prevention information with face-to-face contact/training to 50 parents from Delaware City Elementary Schools and Buckeye Valley East and West and the SACC summer programs between July and June. Unit of service = 1 parent received literature/face to face contact; Units planned=50 units

Deliverable #3: Provide 18 hours of child safety training and Child Abuse Prevention. training to 5 new volunteers by January and one hour of returning/supervision to 8 returning volunteers. Unit of service = 1 new volunteer. attending 18 hours of training and 1 returning volunteer receiving 1 hour refresher/supervision. Units planned= 5 new volunteers attending 18 hours of training and 8 returning volunteers receiving one hour = 98 units

Deliverable #4: Provide child safety training/Child Abuse Prevention training to 50 school staff in five Delaware City elementary schools and three after school programs between July 1 and June 30. Unit of Service = 1 school staff member attended 1 session; Units planned = 50 units

Deliverable #5: Print and distribute child abuse education flyers targeting 300 parents with multiple risk factors. Unit of service = 1 at-risk parent receiving 1 child abuse education; Units planned = 300 parents receive 1 child abuse education flyer = 300 units

Deliverable # 6: Design and hang "Safe, Strong, Free" CAP bulletin board displays in 8 schools. Unit of service = One day of display in one school; Units planned = 30 days x 8 schools = 240 units

Reporting requirements: Quarterly Fiscal Reports as well as quarterly invoices for services provided are due October 2006, January 10, 2007, April 10, 2007 and July 10, 2007. A Semi-Annual Program Report is due January 10, 2007 and an Annual Report is due July 10, 2007.

Indemnity/Insurance:

A. To the fullest extent of the law, Agency agrees to indemnify and hold the Delaware County Board of County Commissioners, the Delaware County Department of Job and Family Services (DCDJFS), FCFC, and Delaware County and their respective officers, employees, volunteers, agents, servants and representatives free and harmless from any and all actions, claims, suits, demands, judgments, damages, losses and expenses, regardless of type or nature, actual or threatened, including but not limited to promptly retaining defense counsel to represent the Delaware County Board of County Commissioners, DCDJFS, FCFC, and Delaware County and their respective officers, employees, volunteers, agents, servants and representatives, defending and protecting the same, and paying any and all attorney's fees, costs, and expenses, arising from any accident or occurrence, intentional or unintentional, related in any manner to Agency's performance of this Grant Agreement. The Agency further agrees that it shall undertake to defend, at its own expense, any and all actions, claims, suits, or demands brought against the Delaware County Board of County Commissioners, DCDJFS, FCFC, and Delaware County and their respective officers, employees, volunteers, agents, servants and representatives by reason of or result of the Agency's performance under this Grant Agreement, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.

B. The Agency agrees to indemnify and hold the Delaware County Board of County Commissioners, DCDJFS, FCFC, and Delaware County and their respective officers, employees, volunteers, agents, servants and representatives free and harmless from any and all actions, claims, suits, demands, judgments, damages, losses and expenses, regardless of type or nature, actual or threatened, including but not limited to attorney's fees, costs, and expenses, arising from any disclosure of confidential information, intentional or unintentional, or any other such lawsuits or regulatory actions arising from any sharing, intentional or unintentional, of confidential information. For purposes of this section, "confidential information" is defined as any information that may personally identify any person, client, or individual that potentially and/or does receive services provided under this Grant Agreement, unless such person, client, and/or individual, or if a minor, the minor's parent or guardian, agrees in writing to the release of such information.

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C. The Agency shall assume full responsibility for and shall indemnify the Delaware County Board of County Commissioners, DCDJFS, FCFC, and Delaware County for any damage to or loss of any DCDJFS, FCFC, and/or County property, including but not limited to building, fixtures, furnishings, equipment, supplies, accessories and/or parts resulting in whole or part from any acts or omissions, intentional or unintentional, of the Agency or any employee, agent or representative of the Agency.

D. The Agency shall present current certificates of insurance prior to commencement of this Grant Agreement, and shall maintain during the term of this Grant Agreement, the insurance and bonds specified below:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. (Certificate not required if it's a government agency.)
(See SH Available At The Family Children's First Council)
- b. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, including coverage for subAgencys, if any are used. (See SH Available At The Family Children's First Council)
- c. Umbrella or Excess Liability insurance (over and above Commercial General Liability) with a limit of at least \$2,000,000. NA
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of the DCDJFS, FCFC, and/or Delaware County, or its departments, with limits of at least \$300,000 (Combined Single Limit) or, \$100,000 per person and \$300,000 per accident for Bodily Injury and \$100,000 per accident for property damage. (See SH Available At The Family Children's First Council)
- e. The DCDJFS, FCFC, and the Board of Delaware County Commissioners must be named as "Additional Insured" on the policies listed in paragraphs b, c, and d above. (See SH Available At The Family Children's First Council)

Independent Contractor:

The Agency shall act in performance of this Grant Agreement as an Independent Contractor. As an independent contractor, the Agency and/or its officers, employees, representatives, agents, volunteers and/or servants *are* not entitled to any of the benefits enjoyed by employees of the Delaware County Board of County Commissioners, DCDJFS, FCFC, and Delaware County.

Termination for Convenience/Cause:

A. Termination for the Convenience of the FCFC

The FCFC may terminate this Grant Agreement at any time and for any reason when it is determined by the FCFC to be in its best interest to do so, by giving at least seven (7) days advance notice, in writing, to the Agency. The Agency shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

B. Termination for the Convenience of the Agency

The Agency may terminate this Grant Agreement at any time and for any reason by giving at least seven (7) days advance notice, in writing, to the FCFC. The Agency shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

C. Breach or Default of Contract

Upon breach or default of any of the provisions, obligations, or duties embodied in this Grant 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 Grant 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, that Agency shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

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 the Agency or the FCFC fails to perform an obligation or obligations under this Grant Agreement and such failure(s) is (are) waived by the other party, such waiver shall be limited

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to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by the FCFC shall be authorized in writing and signed by an authorized an FCFC representative.

D. Loss of Funding

It is understood by the Agency that availability of funds for this Grant Agreement and thus this Grant Agreement is contingent on appropriations made by the Local, State and/or Federal government. In the event that the Local, State and/or Federal reimbursement is no longer available to the FCFC, the Agency understands that changes and/or termination of this Grant Agreement will be required and necessary. Such changes and/or termination will be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by the FCFC.

The Agency will indemnify and hold harmless the Delaware County Board of County Commissioners, DCDJFS, FCFC, and Delaware County for any and all claims, demands, judgments, liability, damages, injuries, and/or suits resulting from or related to changes and/or termination of this Grant Agreement due to loss of Local, State and/or Federal funds.

Compliance with Requirements of Ohio Children's Trust Fund (OCTF):

The Agency agrees to comply with requirements of the Ohio Children's Trust Fund (OCTF) and to use monies awarded only to support primary and secondary child abuse/neglect prevention efforts as approved in the grant application and/or written addendum. Said grant application and/or written addendum are by this reference incorporated herein and are hereby deemed to be part of this Grant Agreement as if fully set forth herein.

OCTF monies will not be targeted to families or individuals case managed by the DCDJFS or any public children services agency, nor will they be used to supplant existing funding.

Noncompliance or unsatisfactory achievement of above specified service units may result in reduced funding or cancellation of this award.

Civil Rights: The Agency understands and agrees that, as a condition of this Grant Agreement, there shall be no discrimination against any person, client, individual, and/or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation and/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 Agency will comply with all federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Grant Agreement. 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 Grant Agreement.

Accessibility of Programs to the Disabled/Handicapped: The Agency agrees as a condition of this Grant Agreement to make all services and/or programs provided pursuant to this Grant Agreement accessible to the disabled/handicapped. The Agency further agrees as a condition of this Grant Agreement to comply with 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 84) 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 Grant Agreement.

DMA Form Statement: The Agency certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, the Agency agrees make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Grant

Agreement is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Grant Agreement and by this reference made a part of this Grant Agreement.

Findings for Recovery: The Agency certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

Notices:

All notices which may be required by this Grant Agreement or by operation of any rule of law shall be sent via certified mail or personally delivered to the following individuals at the following addresses and shall be effective on the date received :

Agency:
Name: Helpline Susan Hanson
Address: 11 North Franklin

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City/State/Zip: Delware, Ohio 43015

FCFC:
Rochelle Hritzo
Delaware County Family and
Children First Council
140 N. Sandusky St., 2nd Floor
Delaware, Ohio 43015

Governing Law: This Grant 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 Grant Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

Severability: If any item, condition, portion, or section of this Grant Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Grant Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and be complied with.

Entire Agreement: This Grant Agreement, along with all of its Attachments, shall constitute the entire understanding and agreement between the FCFC and the Agency, 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.

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

RESOLUTION NO. 07-40

IN THE MATTER OF APPROVING THE DELAWARE COUNTY FAMILY & CHILDREN FIRST COUNCIL
GRANT AGREEMENT FOR OHIO CHILDREN'S TRUST FUND SFY 07 WITH TURNING POINT:

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

Delaware County Family & Children First Council
Grant Agreement for Ohio Children's Trust Fund SFY 07
With
Turning Point

This Grant Agreement is entered into by and between Family & Children First Council (FCFC) and Turning Point (Agency) this ____ day of January, 2007.

Term: This Grant Agreement between FCFC and the Agency is for the time period of July 1, 2006 through June 30, 2007.

Amount and Terms of Payment of Grant Award: The total amount of the Grant Award to the Agency for State Fiscal Year 2007 (SFY 07) is \$3,181.00, payable as follows:

Upon receipt of this signed agreement, FCFC will release 50% of the monies to the Agency, being \$1,590.50. On or about March 1, 2007 or upon receipt by the FCFC of the Ohio Children's Trust Fund (OCTF) monies from the state, whichever is later, and when a quarterly invoice is submitted to FCFC, 30% of the award will be released to the Agency, being \$954.30. On or about July 30, 2007, or upon receipt of the Agency's submission of the Annual Report showing evidence of satisfactory achievement of the service deliverables, and when an invoice for the balance of the reward is received, the final 20% of the award (\$636.20) will be released to the Agency provided that all service delivery and reporting requirements have been met.

Service delivery: Agency will provide the services described below. The Agency is expected to achieve no less than 40% of service delivery by December 31, 2006 and no less than 90% service delivery by June 30, 2007. Service delivery and budget details are further described in the grant application, attached to this Grant Agreement. Said attachment(s) further describing the service delivery and budget are by this reference incorporated herein and are hereby deemed to be part of this Grant Agreement as if fully set forth herein.

Deliverable #1: Provide weekly sessions for children of Delaware County domestic violence victims based on the curriculum of the *Children's Domestic Abuse Program*.

Unit of service = 1 child attending 1 session
Projected units of service = 3-5 Children attending 1 weekly session = 180 units

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Reporting requirements: Quarterly Fiscal Reports as well as quarterly invoices for services provided are due October 2006, January 10, 2007, April 10, 2007 and July 10, 2007. A Semi-Annual Program Report is due January 10, 2007 and an Annual Report is due July 10, 2007.

Indemnity/Insurance:

A. To the fullest extent of the law, Agency agrees to indemnify and hold the Delaware County Board of County Commissioners, the Delaware County Department of Job and Family Services (DCDJFS), FCFC, and Delaware County and their respective officers, employees, volunteers, agents, servants and representatives free and harmless from any and all actions, claims, suits, demands, judgments, damages, losses and expenses, regardless of type or nature, actual or threatened, including but not limited to promptly retaining defense counsel to represent the Delaware County Board of County Commissioners, DCDJFS, FCFC, and Delaware County and their respective officers, employees, volunteers, agents, servants and representatives, defending and protecting the same, and paying any and all attorney's fees, costs, and expenses, arising from any accident or occurrence, intentional or unintentional, related in any manner to Agency's performance of this Grant Agreement. The Agency further agrees that it shall undertake to defend, at its own expense, any and all actions, claims, suits, or demands brought against the Delaware County Board of County Commissioners, DCDJFS, FCFC, and Delaware County and their respective officers, employees, volunteers, agents, servants and representatives by reason of or result of the Agency's performance under this Grant Agreement, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.

B. The Agency agrees to indemnify and hold the Delaware County Board of County Commissioners, DCDJFS, FCFC, and Delaware County and their respective officers, employees, volunteers, agents, servants and representatives free and harmless from any and all actions, claims, suits, demands, judgments, damages, losses and expenses, regardless of type or nature, actual or threatened, including but not limited to attorney's fees, costs, and expenses, arising from any disclosure of confidential information, intentional or unintentional, or any other such lawsuits or regulatory actions arising from any sharing, intentional or unintentional, of confidential information. For purposes of this section, "confidential information" is defined as any information that may personally identify any person, client, or individual that potentially and/or does receive services provided under this Grant Agreement, unless such person, client, and/or individual, or if a minor, the minor's parent or guardian, agrees in writing to the release of such information.

C. The Agency shall assume full responsibility for and shall indemnify the Delaware County Board of County Commissioners, DCDJFS, FCFC, and Delaware County for any damage to or loss of any DCDJFS, FCFC, and/or County property, including but not limited to building, fixtures, furnishings, equipment, supplies, accessories and/or parts resulting in whole or part from any acts or omissions, intentional or unintentional, of the Agency or any employee, agent or representative of the Agency.

D. The Agency shall present current certificates of insurance prior to commencement of this Grant Agreement, and shall maintain during the term of this Grant Agreement, the insurance and bonds specified below:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. (Certificate not required if it's a government agency.)
- b. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, including coverage for subAgencies, if any are used.
- c. Umbrella or Excess Liability insurance (over and above Commercial General Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of the DCDJFS, FCFC, and/or Delaware County, or its departments, with limits of at least \$300,000 (Combined Single Limit) or, \$100,000 per person and \$300,000 per accident for Bodily Injury and \$100,000 per accident for property damage.
- e. The DCDJFS, FCFC, and the Board of Delaware County Commissioners must be named as "Additional Insured" on the policies listed in paragraphs b, c, and d above.

Independent Contractor:

The Agency shall act in performance of this Grant Agreement as an Independent Contractor. As an independent contractor, the Agency and/or its officers, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Delaware County Board of County Commissioners, DCDJFS, FCFC, and Delaware County.

Termination for Convenience/Cause:

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A. Termination for the Convenience of the FCFC

The FCFC may terminate this Grant Agreement at any time and for any reason when it is determined by the FCFC to be in its best interest to do so, by giving at least seven (7) days advance notice, in writing, to the Agency. The Agency shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

B. Termination for the Convenience of the Agency

The Agency may terminate this Grant Agreement at any time and for any reason by giving at least seven (7) days advance notice, in writing, to the FCFC. The Agency shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

C. Breach or Default of Contract

Upon breach or default of any of the provisions, obligations, or duties embodied in this Grant Agreement, the an 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* Grant 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, that Agency shall be entitled to receive compensation *for* any services satisfactorily performed hereunder through the date of termination.

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 the Agency or the FCFC fails to perform an obligation or obligations under this Grant 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 the FCFC shall be authorized in writing and signed by an authorized an FCFC representative.

D. Loss of Funding

It is understood by the Agency that availability of funds for this Grant Agreement and thus this Grant Agreement is contingent on appropriations made by the Local, State and/or Federal government. In the event that the Local, State and/or Federal reimbursement is no longer available to the FCFC, the Agency understands that changes and/or termination of this Grant Agreement will be required and necessary. Such changes and/or termination will be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by the FCFC.

The Agency will indemnify and hold harmless the Delaware County Board of County Commissioners, DCDJFS, FCFC, and Delaware County for any and all claims, demands, judgments, liability, damages, injuries, and/or suits resulting from or related to changes and/or termination of this Grant Agreement due to loss of Local, State and/or Federal funds.

Compliance with Requirements of Ohio Children's Trust Fund (OCTF):

The Agency agrees to comply with requirements of the Ohio Children's Trust Fund (OCTF) and to use monies awarded only to support primary and secondary child abuse/neglect prevention efforts as approved in the grant application and/or written addendum. Said grant application and/or written addendum are by this reference incorporated herein and are hereby deemed to be part of this Grant Agreement as if fully set forth herein.

OCTF monies will not be targeted to families or individuals case managed by the DCDJFS or any public children services agency, nor will they be used to supplant existing funding.

Non-compliance or unsatisfactory achievement of above specified service units may result in reduced funding or cancellation of this award.

Civil Rights: The Agency understands and agrees that, as a condition of this Grant Agreement, there shall be no discrimination against any person, client, individual, and/or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation and/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 Agency will comply with all federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Grant Agreement. 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 Grant Agreement.

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Accessibility of Programs to the Disabled/Handicapped: The Agency agrees as a condition of this Grant Agreement to make all services and/or programs provided pursuant to this Grant Agreement accessible to the disabled/handicapped. The Agency further agrees as a condition of this Grant Agreement to comply with 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 84.4) 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 Grant Agreement.

DMA Form Statement: The Agency certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, the Agency agrees make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Grant Agreement is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Grant Agreement and by this reference made a part of this Grant Agreement.

Findings for Recovery: The Agency certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

Notices:

All notices which may be required by this Grant Agreement or by operation of any rule of law shall be sent via certified mail or personally delivered to the following individuals at the following addresses and shall be effective on the date received:

Agency:	Turning Point	FCFC:
Name:	Paula Burnside	Rochelle Hritz Delaware County Family and Children First Council
Address:	PO Box 822 Marion, Ohio 43301-0822	140 N. Sandusky St., 2 Floor Delaware, Ohio 43015

Governing Law: This Grant 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 Grant Agreement shall be filed in *and* heard before the courts of Delaware County, Ohio.

Severability: If any item, condition, portion, or section of this Grant Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Grant Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and be complied with.

Entire Agreement: This Grant Agreement, along with all of its Attachments, shall constitute the entire understanding and agreement between the FCFC and the Agency, 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.

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

RESOLUTION NO. 07-41

**IN THE MATTER OF APPROVING THE DELAWARE COUNTY FAMILY & CHILDREN FIRST COUNCIL
GRANT AGREEMENT FOR OHIO CHILDREN'S TRUST FUND SFY 07 WITH ACTION FOR CHILDREN:**

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

**Delaware County Family & Children First Council
Grant Agreement for Ohio Children's Trust Fund SFY 07
With
Action for Children**

This Grant Agreement is entered into by and between Family & Children First Council (FCFC) and Action for Children (Agency) this ____ day of January, 2007.

Term: This Grant Agreement between FCFC and the Agency is for the time period of July 1, 2006 through June 30, 2007.

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Amount and Terms of Payment of Grant Award: The total amount of the Grant Award to the Agency for State Fiscal Year 2007 (SFY 07) is 6 646.00, payable as follows:

Upon receipt of this signed agreement, FCFC will release 50% of the monies to the Agency, being \$3,323.00. On or about March 1, 2007 or upon receipt by the FCFC of the Ohio Children's Trust Fund (OCTF) monies from the state, whichever is later, and when a quarterly invoice is submitted to FCFC, 30% of the award will be released to the Agency, being \$1,993.80. On or about July 30, 2007, or upon receipt of the Agency's submission of the Annual Report showing evidence of satisfactory achievement of the service deliverables, and when an invoice for the balance of the reward is received, the final 20% of the award (\$1,329.20) will be released to the Agency provided that all service delivery and reporting requirements have been met.

Service delivery: Agency will provide the services described below. The Agency is expected to achieve no less than 40% of service delivery by December 31, 2006 and no less than 90% service delivery by June 30, 2007. Service delivery and budget details are further described in the grant application, attached to this Grant Agreement. Said attachment(s) further describing the service delivery and budget are by this reference incorporated herein and are hereby deemed to be part of this Grant Agreement as if fully set forth herein.

Deliverable #1: Provide six-- session series of parent education classes based on the TAPP curriculum four times a year. Each series will serve 10 parents (or those in a parental role) of children aged 17 and under.

Unit of service = 1 parent attending 1 class session

Projected units of service = 192 units (80% of potential)

Deliverable # 2: Meet with eight prospective or current referral sources each year. Unit of service = 1 meeting with one referral source (agency, group, school, etc.) Projected units of service = 8 units

Reporting requirements: Quarterly Fiscal Reports as well as quarterly invoices for services provided are due October 2006, January 10, 2007, April 10, 2007 and July 10, 2007. A Semi Annual Program Report is due January 10, 2007 and an Annual Report is due July 10, 2007.

Indemnity/Insurance:

A. To the fullest extent of the law, Agency agrees to indemnify and hold the Delaware County Board of County Commissioners, the Delaware County Department of Job and Family Services (DCDJFS), FCFC, and Delaware County and their respective officers, employees, volunteers, agents, servants and representatives free and harmless from any and all actions, claims, suits, demands, judgments, damages, losses and expenses, regardless of type or nature, actual or threatened, including but not limited to promptly retaining defense counsel to represent the Delaware County Board of County Commissioners, DCDJFS, FCFC, and Delaware County and their respective officers, employees, volunteers, agents, servants and representatives, defending and protecting the same, and paying any and all attorney's fees, costs, and expenses, arising from any accident or occurrence, intentional or unintentional, related in any manner to Agency's performance of this Grant Agreement. The Agency further agrees that it shall undertake to defend, at its own expense, any and all actions, claims, suits, or demands brought against the Delaware County Board of County Commissioners, DCDJFS, FCFC, and Delaware County and their respective officers, employees, volunteers, agents, servants and representatives by reason of or result of the Agency's performance under this Grant Agreement, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.

B. The Agency agrees to indemnify and hold the Delaware County Board of County Commissioners, DCDJFS, FCFC, and Delaware County and their respective officers, employees, volunteers, agents, servants and representatives free and harmless from any and all actions, claims, suits, demands, judgments, damages, losses and expenses, regardless of type or nature, actual or threatened, including but not limited to attorney's fees, costs, and expenses, arising from any disclosure of confidential information, intentional or unintentional, or any other such lawsuits or regulatory actions arising from any sharing, intentional or unintentional, of confidential information. For purposes of this section, "confidential information" is defined as any information that may personally identify any person, client, or individual that potentially and/or does receive services provided under this Grant Agreement, unless such person, client, and/or individual, or if a minor, the minor's parent or guardian, agrees in writing to the release of such information.

C. The Agency shall assume full responsibility for and shall indemnify the Delaware County Board of County Commissioners, DCDJFS, FCFC, and Delaware County for any damage to or loss of any DCDJFS, FCFC, and/or County property, including but not limited to building, fixtures, furnishings, equipment, supplies, accessories and/or parts resulting in whole or part from any acts or omissions, intentional or unintentional, of the Agency or any employee, agent or representative of the Agency.

D. The Agency shall present current certificates of insurance prior to commencement of this Grant Agreement, and shall maintain during the term of this Grant Agreement, the insurance and bonds specified below:

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- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. (Certificate not required if it's a government agency.)
- b. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, including coverage for subAgencys, if any are used.
- c. Umbrella or Excess Liability insurance (over and above Commercial General Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of the DCDJFS, FCFC, and/or Delaware County, or its departments, with limits of at least \$300,000 (Combined Single Limit) or, \$100,000 per person and \$300,000 per accident for Bodily Injury and \$100,000 per accident for property damage.
- E. The DCDJFS, FCFC, and the Board of Delaware County Commissioners must be named as "Additional Insured" on the policies listed in paragraphs b, c, and d above.

Independent Contractor:

The Agency shall act in performance of this Grant Agreement as an Independent Contractor. As an independent contractor, the Agency and/or its officers, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Delaware County Board of County Commissioners, DCDJFS, FCFC, and Delaware County.

Termination for Convenience/Cause:

A. Termination for the Convenience of the FCFC

The FCFC may terminate this Grant Agreement at any time and for any reason when it is determined by the FCFC to be in its best interest to do so, by giving at least seven (7) days advance notice, in writing, to the Agency. The Agency shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

B. Termination for the Convenience of the Agency

The Agency may terminate this Grant Agreement at any time and for any reason by giving at least seven (7) days advance notice, in writing, to the FCFC. The Agency shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

C. Breach or Default of Contract

Upon breach or default of any of the provisions, obligations, or duties embodied in this Grant Agreement, the an 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 Grant 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, that Agency shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

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 the Agency or the FCFC fails to perform an obligation or obligations under this Grant 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 the FCFC shall be authorized in writing and signed by an authorized an FCFC representative.

D. Loss of Funding

It is understood by the Agency that availability of funds for this Grant Agreement and thus this Grant Agreement is contingent on appropriations made by the Local, State and/or Federal government. In the event that the Local, State and/or Federal reimbursement is no longer available to the FCFC, the Agency understands that changes and/or termination of this Grant Agreement will be required and necessary. Such changes and/or termination will be effective on the date that the Local, State and/or Federal reimbursement is no longer

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available, or later as otherwise stipulated in writing by the FCFC.

The Agency will indemnify and hold harmless the Delaware County Board of County Commissioners, DCDJFS, FCFC, and Delaware County for any and all claims, demands, judgments, liability, damages, injuries, and/or suits resulting from or related to changes and/or termination of this Grant Agreement due to loss of Local, State and/or Federal funds.

Compliance with Requirements of Ohio Children's Trust Fund (OCTF):

The Agency agrees to comply with requirements of the Ohio Children's Trust Fund (OCTF) and to use monies awarded only to support primary and secondary child abuse/neglect prevention efforts as approved in the grant application and/or written addendum. Said grant application and/or written addendum are by this reference incorporated herein and are hereby deemed to be part of this Grant Agreement as if fully set forth herein.

OCTF monies will not be targeted to families or individuals case managed by the DCDJFS or any public children services agency, nor will they be used to supplant existing funding.

Non-compliance or unsatisfactory achievement of above specified service units may result in reduced funding or cancellation of this award.

Civil Rights: The Agency understands and agrees that, as a condition of this Grant Agreement, there shall be no discrimination against any person, client, individual, and/or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation and/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 Agency will comply with all federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Grant Agreement. 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 Grant Agreement.

Accessibility of Programs to the Disabled/Handicapped: The Agency agrees as a condition of this Grant Agreement to make all services and/or programs provided pursuant to this Grant Agreement accessible to the disabled/handicapped. The Agency further agrees as a condition of this Grant Agreement to comply with 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 Grant Agreement.

DMA Form Statement: The Agency certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C.

2909.33, the Agency agrees make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Grant Agreement is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Grant Agreement and by this reference made a part of this Grant Agreement.

Findings for Recovery: The Agency certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

Notices:

All notices which may be required by this Grant Agreement or by operation of any rule of law shall be sent via certified mail or personally delivered to the following individuals at the following addresses and shall be effective on the date received:

Agency:	FCFC:
Name: Action for Children	RochelleHritz Delaware County Family and Children First Council
Address: 78 Jefferson Ave.	140 N. Sandusky St., 2 nd Floor
City/State/Zip: Columbus, OH 43215	Delaware, Ohio 43015

Governing Law: This Grant 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 Grant Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

Severability: If any item, condition, portion, or section of this Grant Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or

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circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Grant Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and be complied with,

Entire Agreement: This Grant Agreement, along with all of its Attachments, shall constitute the entire understanding and agreement between the FCFC and the Agency, 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.

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

RESOLUTION NO. 07-42

**IN THE MATTER OF APPROVING THE DELAWARE COUNTY FAMILY & CHILDREN FIRST COUNCIL
GRANT AGREEMENT FOR OHIO CHILDREN'S TRUST FUND SFY 07 WITH THE DELAWARE GENERAL
HEALTH DISTRICT:**

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

**Delaware County Family & Children First Council
Grant Agreement for Ohio Children's Trust Fund SFY 07
With
Delaware General Health District**

This Grant Agreement is entered into by and between Family & Children First Council (FCFC) and Delaware General Health District (Agency) this ____ day of January, 2007.

Term: This Grant Agreement between FCFC and the Agency is for the time period of July 1, 2006 through June 30, 2007.

Amount and Terms of Payment of Grant Award: The total amount of the Grant Award to the Agency for State Fiscal Year 2007 (SFY 07) is \$12,193.86, payable as follows:

Upon receipt of this signed agreement, FCFC will release 50% of the monies to the Agency, being \$6,096.93. On or about March 1, 2007 or upon receipt by the FCFC of the Ohio Children's Trust Fund (OCTF) monies from the state, whichever is later, and when a quarterly invoice is submitted to FCFC, 30% of the award will be released to the Agency, being \$3,658.16. On or about July 30, 2007 or upon receipt of the Agency's submission of the Annual Report showing evidence of satisfactory achievement of the service deliverables, and when an invoice for the balance of the reward is received, the final 20% of the award (\$2,438.77) will be released to the Agency provided that all service delivery and reporting requirements have been met.

Service delivery: Agency will provide the services described below. The Agency is expected to achieve no less than 40% of service delivery by December 31, 2006 and no less than 90% service delivery by June 30, 2007. Service delivery and budget details are further described in the grant application, attached to this Grant Agreement. Said attachment(s) further describing the service delivery and budget are by this reference incorporated herein and are hereby deemed to be part of this Grant Agreement as if fully set forth herein.

Deliverable #1: Provide family support services for 100% of enrolled Help Me Grow families, with 50% (108) families participating in support groups, parent workshops, or community groups.

Unit of service = 1 parent participating in one family support service or activity. Planned units of service = 108

Deliverable #2: Provide family support newsletter for 100% of enrolled Help Me Grow families, with 90% of the 44 (20% of the total) families randomly surveyed in May 2007, indicating an increase in knowledge of community resources, parenting information, activities, or information about their child's special needs and a decrease in household stress.

Unit of Service = 1 parent receiving the family support newsletter, "Parent Pages", 4 times per year.
Planned units of service = 872

Indemnity/Insurance:

Both the Agency and FCFC, as a governmental entities, lack authority to indemnify. As such, the Agency and FCFC, agree to be and shall be responsible for their own actions resulting from their performance of and/or provision of services under this Grant Agreement. Therefore, the Agency and FCFC agree to be individually and solely responsible for any and all liability, loss, damage, and/or related expenses that each may incur as a result of their own actions in the performance of and/or provision of services under this Grant Agreement.

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Independent Contractor:

The Agency shall act in performance of this Grant Agreement as an Independent Contractor. As an independent contractor, the Agency and/or its officers, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Delaware County Board of County Commissioners, DCDJFS, FCFC, and Delaware County.

Termination for Convenience/Cause:

A. Termination for the Convenience of the FCFC

The FCFC may terminate this Grant Agreement at any time and for any reason when it is determined by the FCFC to be in its best interest to do so, by giving at least seven (7) days advance notice, in writing, to the Agency. The Agency shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

B. Termination for the Convenience of the Agency

The Agency may terminate this Grant Agreement at any time and for any reason by giving at least seven (7) days advance notice, in writing, to the FCFC. The Agency shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

C. Breach or Default of Contract

Upon breach or default of any of the provisions, obligations, or duties embodied in this Grant Agreement, the an 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 Grant 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, that Agency shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

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 the Agency or the FCFC fails to perform an obligation or obligations under this Grant 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 the* FCFC shall be authorized in writing and signed by an authorized an FCFC representative.

D. Loss of Funding

It is understood by the Agency that availability of funds for this Grant Agreement and thus this Grant Agreement is contingent on appropriations made by the Local, State and/or Federal government. In the event that the Local, State and/or Federal reimbursement is no longer available to the FCFC, the Agency understands that changes and/or termination of this Grant Agreement will be required and necessary. Such changes *and/or* termination will be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by the FCFC.

Compliance with Requirements of Ohio Children's Trust Fund (OCTF):

The Agency agrees to comply with requirements of the Ohio Children's Trust Fund (OCTF) and to use monies *awarded* only to support primary and secondary child abuse/neglect prevention efforts as approved in the grant application and/or written addendum. Said grant application and/or written addendum are by this reference incorporated herein and are hereby deemed to be part of this Grant Agreement as if fully set forth herein.

OCTF monies will not be targeted to families or individuals case managed by the DCDJFS or any public children services agency, nor will they be used to supplant existing funding.

Non-compliance or unsatisfactory achievement of above specified service units may result in reduced funding or cancellation of this award.

Civil Rights: The Agency understands and agrees that, as a condition of this Grant Agreement, there shall be no discrimination against any person, client, *individual*, and/or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation and/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 Agency will comply with all federal and state laws regarding such discrimination and the right to and method

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of appeal will be made available to all persons under this Grant Agreement. 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 Grant Agreement.

Accessibility of Programs to the Disabled/Handicapped: The Agency agrees as a condition of this Grant Agreement to make all services and/or programs provided pursuant to this Grant Agreement accessible to the disabled/handicapped. The Agency further agrees as a condition of this Grant Agreement to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.0 794), 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 Grant Agreement.

DMA Form Statement: The Agency certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, the Agency agrees make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Grant Agreement is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Grant Agreement and by this reference made a part of this Grant Agreement.

Findings for Recovery: The Agency certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

Notices:
All notices which may be required by this Grant Agreement or by operation of any rule of law shall be sent via certified mail or personally delivered to the following individuals at the following addresses and shall be effective on the date received :

Agency:	FCFC:
Name:	Rochelle Hritz Delaware County Family Children First Council
Address	140 N. Sandusky St., 2nd Floor
City/State/Zip:	Delaware, Ohio 43015

Governing Law: This Grant 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 Grant Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

Severability: If any item, condition, portion, or section of this Grant Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such Willi, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Grant Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and be complied with.

Entire Agreement: This Grant Agreement, along with all of its Attachments, shall constitute the entire understanding and agreement between the FCFC and the Agency, 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.

Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Aye
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RESOLUTION NO. 07-43

IN THE MATTER OF CERTIFYING TO THE COUNTY AUDITOR SANITARY SEWER CAPACITY CHARGES:

It was moved by Mr. Jordan, seconded by Mr. Ward to certify the Sanitary Sewer Capacity Charges as follows:

5646 Sunbury Road, Westerville, Ohio 43082

In the amount of \$5,900.00 with \$2,214.96 finance charge (pro-rated over a 10 year period) making total of \$8,114.96 for placement on tax duplicate. Bi-annual payment being \$405.92.

Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Aye
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RESOLUTION NO. 07-44

IN THE MATTER OF REQUESTING THE SOLID WASTE DISTRICT TO WAIVE THE \$5.00 PER TON DISTRICT FEE ON ALL BIOSOLIDS GENERATED BY THE DELAWARE COUNTY REGIONAL SEWER DISTRICT THAT IS DISPOSED AT A SANITARY SOLID WASTE LANDFILL:

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

WHEREAS, the Regional Sewer District relies heavily on agricultural fields to apply sewage sludge (a.k.a. biosolids), and

WHEREAS, due to the large amounts of rainfall received this year land application of the biosolids has been prohibited and must be disposed of at either a compost site or sanitary landfill and,

WHEREAS, it is projected that a majority of the biosolids will need to be taken to a sanitary landfill and,

WHEREAS, the disposal costs at a landfill are approximately twice the costs for land application, and

WHEREAS, the Delaware, Knox, Marion and Morrow Solid Waste District charges a \$5.00 per ton district fee on all solid waste generated from its member counties, and

WHEREAS, the current district fee is applicable to biosolids.

THEREFORE BE IT RESOLVED; that the Board of County Commissioners request the Solid Waste District to waive the \$5.00 per ton district fee on all biosolids generated by the Delaware County Regional Sewer District that is disposed at a sanitary solid waste landfill.

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

RESOLUTION NO. 07-45

IN THE MATTER OF APPROVING CHANGE ORDERS WITH TRUCCO CONSTRUCTION COMPANY, INC.:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the Change Orders as follows:

Perry-Taggart Sanitary Sewer Improvements
Trucco Construction Company

Change Order # 13 – S04-1: Adjustment for payment of stored materials not used.

Bid Proposal	\$ 16,215,835.00
Previous Chang Orders	\$ -472,491.32
Revised Contract	\$ 15,743,343.68
Payment for stored	\$ 400,046.62 (Permalok Casing Pipe, Casing Spacers, Ent./Exit Rings)
	materials not used
Revised Contract	\$ 16,143,390.62

Change Order # 14 – S04-1:

Construction of 15” diameter sewer from Perry-Taggart gravity sewer manhole # 50 to the Wingate Farms gravity sewer manhole # 1 generally along the alignment of the plans dated November 20, 2006. Construction of the sewer will provide for the removal of the Wingate Farms Pump Station as originally designed through the construction of Tunnel J. Tunnel J was deducted from the contract on July 18th 2005 through Change Order 1A. Contract time shall be extended to allow for the completion of the proposed sewer. Work shall be governed and paid lump sum to the contractor through the following items:

Bid Item and Description	Unit	Price
DCSE 901 Pipe Sewers Complete including rock excavation (DCSE 903) and road bores as required	Lump Sum	\$850,000
DCSE 604 Manholes	Lump Sum	\$60,000
DCSE 914 Pipe Risers and House Services including casing pipe as required	Lump Sum	\$20,000
DCSE 915 Wyes, Fittings, and Cleanouts	Lump Sum	\$15,000

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DCSE 207 Temporary sediment and erosion controls	Lump Sum	\$95,000
ODOT 614 Maintain of Traffic	Lump Sum	\$50,000
ODOT 616 Water	Lump Sum	\$5,000
ODOT 252 Full Depth pavement removal, repair and replacement as required	Lump Sum	\$50,000
	TOTAL	\$1,146,200

Order # 14 – S04-1

Bid Proposal	\$16,215,835.00
Previous Chang Orders	\$ -72,444.38
Increase/Decrease CO # 14	\$ 0.00
Total Contract to Date	\$16,143,390.62

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

RESOLUTION NO. 07-46

IN THE MATTER OF AWARDING THE BID FOR THE INSPECTION SERVICES CONTRACT FOR 2007 & 2008 TO EVANS, MECHWART, HAMBLETON & TILTON, INC. (EMH&T):

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

SEALED BIDS for INSPECTION SERVICES were received by the County of Delaware, Ohio at the Office of the Board of County Commissioners at 10:00 o'clock AM local time December 15, 2006.

Five (5) bids were received. The lowest bid received was from Evans, Mechwart, Hambleton & Tilton, Inc. for \$32.75 per hour.

THEREFORE BE IT RESOLVED that the Inspection Services Contract for 2007 & 2008 be awarded to Evans, Mechwart, Hambleton & Tilton, Inc. for \$32.75 per hour. The Sanitary Engineer shall prepare the necessary NOTICE OF AWARD and CONTRACT documents and submit them the contractor for execution.

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

RESOLUTION NO. 07-47

IN THE MATTER OF AMENDING THE CAPACITY FEE SURCHARGE FOR THE PERRY TAGGART SUB-DISTRICT OF THE REGIONAL 1A SEWER DISTRICT:

It was moved by Mr. Jordan, seconded by Mr. Evans to adopt the following Resolution to amend the capacity fee surcharge for the Perry Taggart Sub-District of the Regional 1A Sewer District.

WHEREAS, Village Communities has shared in the cost of extending Sawmill Parkway North of Home Road; and

WHEREAS, Village Communities is constructing a temporary pump station to serve 450 single family equivalent units with sanitary sewer in the Sawmill Parkway area North of Home Road, to be in service until gravity service becomes available; and

WHEREAS, Village Communities has agreed to abandon the temporary pump station and extend a gravity sewer to a gravity sewer outlet when one becomes available, and

THEREFORE be it resolved, that the Delaware County Board of Commissioners agree to waive the Perry Taggart Surcharge (\$4,000) for 300 single family equivalent units and the Olentangy Local School District Hyatts Middle School tributary to the temporary pump station.

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

RESOLUTION NO. 07-48

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

WHEREAS, Sam Pollock is employed by Delaware County Environmental Services as an Operator at the

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Olentangy Environmental Control Center, and

WHEREAS, on October 6, 2006, Mr. Pollock was absent without leave for approximate 1 hour from his designate shift and,

WHEREAS, during his absence, Mr. Pollock used County property without permission and violated several other County policies including but not limited to insubordination, and

WHEREAS, Mr. Pollock has admitted to the violations of County Policy in a pre-disciplinary hearing held on November 28, 2006, and

WHEREAS, the Director of Environmental Services recommends an eighty (80) hour suspension (80 hours of Leave-With-Out-Pay) for Mr. Pollock, and

WHEREAS, Mr. Pollock has agreed to not grieve his disciplinary action as set for in the “non-grieve” letter (see exhibit A)

THEREFORE BE IT RESOLVED, that the Board of County Commissioners approve the Director’s requested disciplinary action and execute the non-grieve letter.

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

RESOLUTION NO. 07-49

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Larry Eley, with the Code Compliance Department will be on Leave-With-Out-Pay for 320 hours; effective date December 18, 2006.

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

RESOLUTION NO. 07-50

IN THE MATTER OF APPROVING THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES REQUIRED TRAINING FOR 2007:

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

TO: The Board of County Commissioners
 Delaware County, Ohio

Required Training/Meetings

Cost of training to be paid from local/state/federal appropriated funds
Following are itemized the anticipated expenses necessary to be incurred during such period.
NOTE: The total will be the maximum that would be reimbursed. Staff will use a county vehicle if available, reasonable and efficient.

1.
I hereby request authorization for:
Kathy Butler, Keith Matlack, Lori Powers, Patti Clements, Donna Bukovec, Craig Hill, John Reeves, Kathy Mason, Diana Coffman, Marsha Coleman, Shelly Douce, Angie Steck, Shannon Cox, Julie Showalter, Kathy Sturman, Lynn Stacy, Melissa Maines, Linda Cox.

to attend, at the expense of Delaware County, training at various locations, primarily 855 W. Mound Street, Columbus for the period of 01/01/07 through 12/31/07.

(6 trainings x 18 staff x 80 miles x \$0.40)		
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$	3,456
Parking for <u>actual</u> cost	\$	200
Registration for <u>actual</u> cost (1 training x 18 staff x \$150.00)	\$	<u>2,700</u>
Approximate of total request	\$	6,356

2.
I hereby request authorization for:
Diana Coffman, Melissa Maines, Lynn Stacy

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to attend, at the expense of Delaware County, quarterly SIS meetings at various locations for the period of 01/01/07 through 12/31/07.

(4 meetings x 100 miles x \$0.40)			
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$	160	
Parking for <u>actual</u> cost (4 meetings x \$10.00)	\$	40	
Registration for <u>actual</u> cost			<u>-0-</u>
Approximate of total request	\$	200	

3.
I hereby request authorization for:
Donna Bukovec, Melissa Maines, Patti Clements, Kathy Butler

to attend, at the expense of Delaware County, quarterly foster/adoption coordinator meetings, regional adoption meetings, liason meetings at Columbus, OH for the period of 01/01/07 through 12/31/2007.

(10 meetings x 60 miles x \$0.40)			
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$	240	
Parking for <u>actual</u> cost (10 meetings x \$10.00)	\$	100	
Registration for <u>actual</u> cost			<u>-0-</u>
Approximate of total request	\$	340	

4.
I hereby request authorization for:
Melissa Maines, Marsha Coleman, Mona Reilly, Lynn Stacy, Kathy Butler.

to attend, at the expense of Delaware County, quarterly Regional Social Services Supervisor/Administrator meetings at 899 E. Broad Street, Columbus, OH for the period of 01/01/07 through 12/31/07.

(4 meetings x 60 miles x \$0.40)			
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$	96	
Parking for <u>actual</u> cost (11 meetings x \$10.00)	\$	-0-	
Registration for <u>actual</u> cost		\$	<u>-0-</u>
Approximate of total request	\$	96	

5.
I hereby request authorization for:
Larry Hager, Rhonda Leasure, Judith Mitchell, Celia Vail, Perry Harper, Pam Pruett, Anne Tallent, Tammy Mannasmith, Sharon Aspery, Sharon Lloyd, Tracey Merrin, Tammy Gilliland, Jennifer Laird, Julie King, Julie Marshall, Jody Scheff, Karol Hoyle, Heather Allen, Peg Watkins, Carolyn Kaszowski, Brenda Newell, Amy Berkshire, Angela Ducher, Marty Starkey, Holly Kuba, Cathleen Ross, Kelli Bolton, Sue Sours, Marty Starkey, Kimberley Graham, Diane Bowersmith, Sarah Gast, Vickie Kerns

to attend, at the expense of Delaware County, CRISE and Policy training at Columbus and various locations in Ohio for the period of 01/01/07 through 12/31/07.

(4 staff x 18 days x 60 miles x \$0.40)			
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$	1,728	
Parking for <u>actual</u> cost		120	
Registration for <u>actual</u> cost			<u>-0-</u>
Approximate of total request	\$	1,848	

6.
I hereby request authorization for:
Rhonda Leasure, Sharon Lloyd, Larry Hager, Judith Mitchell, Jennifer Laird, Perry Harper, Tracey Merrin, Julie King, Celia Vail, Mona Reilly, Pam Pruett, Angela Thomas, Heather Allen, Sherry Melvin, Kelli Bolton

to attend, at the expense of Delaware County, WIA/One Stop Technical Assistance meetings, Monthly Workforce Development meetings, One Stop Consortium meetings, Workforce Development Systems Operations meetings, IM Supervisor meetings, Medicaid Meetings, Quarterly Family Stability Regional meetings, Delaware-Knox Board meetings. at various locations for the period of 01/01/07 through 12/31/07.

(100 miles x 12 x \$0.40) + (60 miles x 6 x \$0.40)			
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$	624	
Parking for <u>actual</u> cost(12 meetings x \$10.00)	\$	120	
Meals (\$10 x 4 meetings x 2)	\$	80	
Registration for <u>actual</u> cost		\$	<u>240</u>
Approximate of total request	\$	1,064	

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7.

I hereby request authorization for:
Larry Hager, Tammy Mannasmith

to attend, at the expense of Delaware County, Monthly Child Care meetings, at various locations for the period of 01/01/07 through 12/31/07.

(12 meetings x 60 miles x \$0.40)	
Mileage for personal automobile <u>actual</u> miles at <u>\$0.40</u>	\$288
Parking for <u>actual</u> cost (12 meetings x \$10)	<u>\$120</u>
Approximate of total request	\$408

8.

I hereby request authorization for:
Sharon Aspery, Tammy Mannasmith, Larry Hager, Marty Starkey

to attend, at the expense of Delaware County, Quarterly Child Care meetings at various locations in Ohio for the period of 01/01/07 through 12/31/07.

(4 meetings x 100 miles x \$0.40)	
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$ 160
Parking for <u>actual</u> cost	40
Meals (2 meals X 4 meetings)	<u>80</u>
Approximate of total request	\$ 280

9.

I hereby request authorization for:
Anne Tallent, Larry Hager

to attend, at the expense of Delaware County, Quarterly Fraud/Overpayment meetings at various locations for the period of 01/01/07 through 12/31/07.

(100 miles x 4 meetings x \$0.40)	
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$ 160
Parking for <u>actual</u> cost	
Registration for <u>actual</u> cost	
Meals (4 lunches at \$10.00)	<u>40</u>
Approximate of total request	\$ 200

10.

I hereby request authorization for:
Rhonda Leasure, Perry Harper, Judith Mitchell, Celia Vail, Jennifer Laird, Tracey Merrin, Mona Reilly, Sharon Lloyd, Julie King, Larry Hager, Heather Allen, Sherry Melvin, Kelli Bolton

to attend, at the expense of Delaware County, Chamber of Commerce Functions, Trainings and Workshops at various locations for the period of 01/01/07 through 12/31/07.

(1 car x 30 miles x 9 x \$0.40)	
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$ 108
Parking for <u>actual</u> cost	\$ N/A
Registration for <u>actual</u> cost(\$15 x 3 staff x 9 functions)	<u>405</u>
Approximate of total request	\$ 513

11.

I hereby request authorization for:
Perry Harper

to attend, at the expense of Delaware County, quarterly ADA meetings at Columbus for the period of 01/01/07 through 12/31/07.

(4 meetings x 60 miles x \$0.40)	
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$ 96
Parking for <u>actual</u> cost	\$ 40
Registration for <u>actual</u> cost	<u>\$</u>
Approximate of total request	\$ 136

12.

I hereby request authorization for:
Mona Reilly, Angela Thomas, Marsha Coleman, Pam Pruett, Larry Hager, Jennifer Laird

to attend, at the expense of Delaware County, Quarterly PCSAO (Public Children Services Assoc. of Ohio), ODJFS (Ohio Job and Family Services Directors Assoc.), ODJFS Children Services Directors, Region 1 Directors meetings, OJFSDA Committee Meetings, at various locations for the period of 01/01/07 through

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<u>12/31/07.</u> (44 meetings x 75 miles x \$0.40)			
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$	1,320	
Parking for <u>actual</u> cost (24 meetings x \$10)	\$	240	
Registration for <u>actual</u> cost			<u>1,000</u>
Approximate of total request	\$	2,560	

13.
I hereby request authorization for:
Jackie Culbertson, Angela Thomas, Mona Reilly, Barb Minnick

to attend, at the expense of Delaware County, Quarterly Fiscal/WIA/OJFSDA meetings at Columbus and various locations for the period of 01/01/07 through 12/31/07.

(10 meetings x 60 miles x \$0.40)			
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$	240	
Parking for <u>actual</u> cost		60	
Registration for <u>actual</u> cost (\$15 x 3 staff x 6 meetings) \$	<u>270</u>		
Approximate of total request	\$	570	

14.
I hereby request authorization for:
Jackie Culbertson, Diane Bowersmith, Vickie Kerns, Sarah Gast, Kimberley Graham, Jody Scheff

to attend, at the expense of Delaware County, Semi-annual EBT (Electronic Benefit Transfer)/ food stamp card meetings at Columbus for the period of 01/01/07 through 12/31/07.

(4 meetings x 60 miles x \$0.40)			
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$	96	
Parking for <u>actual</u> cost (2 meetings x \$10)	\$	40	
Registration for <u>actual</u> cost		\$	<u>n/a</u>
Approximate of total request	\$	136	

15.
I hereby request authorization for:
Jackie Culbertson, Barbara Minnick, Jacky Walters, April Riley, Angela Thomas

to attend, at the expense of Delaware County, Annual PET & QUIC user meetings (fiscal software at various locations for the period of 01/01/07 through 12/31/07.

(4 days x 100 miles x \$0.40)			
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$	160	
Parking for <u>actual</u> cost		-0-	
Registration for <u>actual</u> cost			<u>900</u>
Approximate of total request	\$	1,060	

16.
I hereby request authorization for:
Mona Reilly

to attend, at the expense of Delaware County, Monthly JFSDA and PCSAO meetings at various locations for the period of 01/01/07 through 12/31/07.

(24 days x 60 miles x \$0.40)			
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$	576	
Parking for <u>actual</u> cost		120	
Registration for <u>actual</u> cost			<u>-0-</u>
Approximate of total request	\$	696	

17.
I hereby request authorization for:
Jackie Culbertson, Jennifer Laird, Anne Tallent, Larry Hager, Pam Pruett

to attend, at the expense of Delaware County, Quarterly MIS & Northwood’s meetings at various location in Central Ohio for the period of 01/01/07 through 12/31/07.

(4 days x 60 miles x \$0.40)			
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$	96	
Registration for <u>actual</u> cost			<u>-0-</u>
Approximate of total request	\$	96	

18.
I hereby request authorization for:
Jackie Culbertson, Jennifer Laird, Anne Tallent, Larry Hager, Pam Pruett

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to attend, at the expense of Delaware County, Bi-annual TPOC meetings at Columbus for the period of 01/01/07 through 12/31/07.

(2 days x 60 miles x \$0.40)		
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$	48
Parking for <u>actual</u> cost		30
Registration for <u>actual</u> cost		<u>-0-</u>
Approximate of total request	\$	78

Requested/Recommend by: Mona Reilly, Director
Delaware County Department of Job and Family Services

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

RESOLUTION NO. 07-51

IN THE MATTER OF GRANTING SIGNATURE AUTHORITY FOR PURCHASE ORDER AND VOUCHER REQUESTS AND/OR APPROVAL:

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

- Whereas, Chapter 5705 of the Ohio Revised Code governs expenditure procedures for county governments, and
- Whereas, the Board of County Commissioners are required to make annual appropriations to fund the various expenditures of county government, and
- Whereas, each expenditure must be made by warrant against the appropriate fund and the warrant must show the appropriation, authorized by the Board of Commissioners, that authorizes the expenditure and the fund against which the warrant is drawn, and
- Whereas, Ohio Revised Code 305.30 permits a Board of Commissioners to delegate authority to pay claims for goods received and services rendered within limits provided by resolution of the board,

Now Therefore be it resolved, that the Board of County Commissioners of Delaware County, State of Ohio, grant signature authority to the following list of individuals to request expenditure of the indicated funds within the appropriated amounts,

		<u>Authorized to Request</u>		
		<u>Payroll</u>	<u>P.O.</u>	<u>Vouchers</u>
ADMINISTRATIVE SERVICES				
<u>Human Resources</u>				
	Director of Administrative Services	X	X	X
#10011108	Personnel Coordinator	X	X	X
#10011109	Personnel Coordinator		X	X
<u>Insurance & Risk</u>				
	Director of Administrative Services	X	X	X
#602	Insurance & Risk Technician		X	X
#601	Insurance & Risk Technician		X	X
#750	Insurance & Risk Technician		X	X
#751	Insurance & Risk Technician		X	X
<u>Safety</u>				
	Director of Administrative Services	X	X	X
#10011302	Safety Officer	X	X	X
<u>Animal Control (Dog & Kennel)</u>				
	Director of Administrative Services	X	X	X
#20411305	Dog Warden	X	X	X
<u>Records Center</u>				
	Director of Administrative Services	X	X	X
#10011103	Records Center Coordinator	X	X	X
ECONOMIC DEVELOPMENT				
#210	Director of Economic Development	X	X	X
	ED Specialist		X	X
#230	Director of Economic Development		X	X

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	ED Specialist		X		X
#231	Director of Economic Development	X		X	
	ED Specialist		X		X
#408	Director of Economic Development	X		X	
	ED Specialist		X		X
EMERGENCY SERVICES					
<u>9-1-1 Center</u>					
	Director of Emergency Services	X	X		X
#214	Operations Manager	X	X		X
#10011304	Operations Manager	X	X		X
<u>EMA</u>					
	Director of Emergency Services	X	X		X
#215	EMA Supervisor	X	X		X
<u>EMS</u>					
	Director of Emergency Services	X	X		X
#10011303	EMS Supervisor	X	X		X
#213	EMS Supervisor		X		X
<u>EMS Construction</u>					
	Director of Emergency Services		X		X
#402	Facilities Supervisor		X		X
#411	Director of Emergency Services		X		X
ENVIRONMENTAL SERVICES					
<u>Code Compliance</u>					
	Director of Environmental Services	X	X		X
#10011301	Code Compliance Supervisor	X	X		X
#10011107	Code Compliance Supervisor		X		X
<u>Sanitary Engineering</u>					
	Director of Environmental Services	X	X	X	
#655	Sanitary Engineer	X	X		X
#651	Sanitary Engineer		X		X
#652	Sanitary Engineer	X	X		X
#654	Sanitary Engineer	X	X		X
#660	Sanitary Engineer	X	X		X
#670	Sanitary Engineer		X		X
<u>Operations</u>					
	Director of Environmental Services	X	X		X
#654	Treatment Plant Manager	X	X		X
#660	Treatment Plant Manager	X	X		X
#652	Treatment Plant Manager	X	X		X
<u>Transfer Station</u>					
#680	Director of Environmental Services	X	X	X	
<u>Maintenance Bond Fund</u>					
#765	Director of Environmental Services			X	
	Sanitary Engineer				X
FACILITIES					
<u>Building & Grounds</u>					
	Facilities Supervisor	X	X		X
#10011105	Maintenance Supervisor	X	X		X
<u>Service Center</u>					
	Facilities Supervisor	X	X		X
#10011106	Lead Mechanic		X		X

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JOB AND FAMILY SERVICES

	Director of Job and Family Services	X	X	X	
#10011110	Asst. Director of Job and Family Services	X	X		X
	Fiscal Supervisor/Office Manager		X		X
#10011501	Asst. Director of Job and Family Services	X	X		X
	Fiscal Supervisor/Office Manager		X		X
#223	Asst. Director of Job and Family Services	X	X		X
	Fiscal Supervisor/Office Manager		X		X
#224	Asst. Director of Job and Family Services	X	X		X
	Fiscal Supervisor/Office Manager		X		X
#225	Asst. Director of Job and Family Services	X	X		X
	Fiscal Supervisor/Office Manager		X		X
#228	Asst. Director of Job and Family Services		X		X
	FCFC Supervisor		X		X

CSEA

#237	Dir. Child Support Enforcement Agency	X	X		X
	Fiscal Supervisor	X	X		X

COMMISSIONERSAdministrative

#10011101	Clerk to Commissioners	X	X		X
	Asst. Clerk to Commissioners		X		X

General

#10011102	Clerk to Commissioners	X	X		X
	Asst. Clerk to Commissioners		X		X

CORONER

#10030301	Clerk to Commissioners	X	X		X
	Asst. Clerk to Commissioners	X	X		X

with Coroner approval for processing vendor payments

PERMANENT IMPROVEMENT

#401	Facilities Supervisor		X		X
	Clerk to Commissioners		X		X
	Asst. Clerk to Commissioners		X		X

CAPITAL PROJECTS

#404	Facilities Supervisor		X		X
	Clerk to Commissioners		X		X
	Asst. Clerk to Commissioners		X		X
#431	Facilities Supervisor		X		X
	Clerk to Commissioners		X		X
	Asst. Clerk to Commissioners		X		X
#442	Clerk to Commissioners		X		X
	Asst. Clerk to Commissioners		X		X

COURTS/LAW LIBRARY

#10011201	Clerk to Commissioners	X	X		X
	Asst. Clerk to Commissioners	X	X		X
#10029202	Clerk to Commissioners	X	X		
	Asst. Clerk to Commissioners	X	X		
	Auditor's Fiscal Dept				X
#10029203	Clerk to Commissioners	X	X		
	Asst. Clerk to Commissioners	X	X		
	Auditor's Fiscal Dept				X

PUBLIC DEFENDER/ADULT PROBATION

#10011202	Clerk to Commissioners	X	X		
	Public Defender Secretary		X		X

BOARD OF EDUCATION

#209	Director of Facilities		X		X
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BOND RETIREMENT

#501	Clerk to Commissioners	X	X
	Asst. Clerk to Commissioners	X	X
#502	Clerk to Commissioners	X	X
	Asst. Clerk to Commissioners	X	X
#503	Clerk to Commissioners	X	X
	Asst. Clerk to Commissioners	X	X
#504	Clerk to Commissioners	X	X
	Asst. Clerk to Commissioners	X	X
#505	Clerk to Commissioners	X	X
	Asst. Clerk to Commissioners	X	X
#506	Clerk to Commissioners	X	X
	Asst. Clerk to Commissioners	X	X
#507	Clerk to Commissioners	X	X
	Asst. Clerk to Commissioners	X	X
#508	Clerk to Commissioners	X	X
	Asst. Clerk to Commissioners	X	X
#509	Clerk to Commissioners	X	X
	Asst. Clerk to Commissioners	X	X

MARRIAGE LICENSES

#24911311	Clerk to Commissioners	X	X
	Asst. Clerk to Commissioners	X	X

DRAINAGE IMPROVEMENT

#403	Clerk to Commissioners	X	X
	Asst. Clerk to Commissioners	X	X

DITCH MAINTENANCE

#219	Clerk to Commissioners	X	X
	Asst. Clerk to Commissioners	X	X

LODGING FUND

#730	Auditor's Fiscal Dept		X
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The County Administrator may make purchase order and/or voucher requests from any of the above listed funds, and in the absence of the County Administrator, the Director of Administrative Services or the Assistant to the County Administrator shall become the acting County Administrator; for the specific purpose of this resolution to make purchase order and/or voucher requests, and

Further be it resolved, that the Board of Commissioners of Delaware County, State of Ohio, grant signature authority to the following list of individuals to approve purchase orders and expenditure vouchers, not requested by the same individual, at the indicated amounts:

- A. County Administrator up to \$5,000.00
- B. In the absence of the County Administrator, the Director of Administrative Services or the Assistant to the County Administrator will become acting County Administrator to approve purchase orders and expenditure vouchers up to \$5,000.00
- C. Grant Funds shall be administered by the Appointing Authority as designed in the grant award.
- D. Soil & Water Conservation District shall administer the Ditch Maintenance Fund in accordance with the annual agreement, with the exception of any reimbursement made from the Ditch Maintenance Fund to the Soil & Water Conservation District.

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

RESOLUTION NO. 07-52

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF
APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR

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COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn into Executive Session at 9:55AM.

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

RESOLUTION NO. 07-53

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mr. Jordan to adjourn out of Executive Session at 11:00AM.

Vote on Motion Mr. Jordan Aye Mr. Evans 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