

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 22, 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. 07-98

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 18, 2007 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held January 18, 2007 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 07-99

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR119 AND 120:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR119 and 120 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
AEP	JFS Utilities	22411602-5350	\$ 10,000.00
Kokomo Academy	Residential Treatment	22511607-5342	\$ 30,000.00
Kokomo Academy	Residential Treatment	22511608-5342	\$ 47,819.00
FCFC	Help Me Grow	22411601-5348	\$ 100,474.75
Hoffman Analytic Services	Lab Analysis	65211919-5340	\$ 10,000.00
McNaughton McKay Inc.	Equipment Repair Parts	65211905-5270	\$ 5,000.00
McNaughton McKay Inc.	Repair of Equipment	65211919-5328	\$ 5,000.00
McNaughton McKay Inc.	Equipment Repair Parts	65211919-5270	\$ 5,000.00
McNaughton McKay Inc.	Repair of Equipment	65211905-5328	\$ 5,000.00
Jobs for OH. Grads	Jobs for Ohio Graduates	22311611-5348	\$ 118,302.32
Petroleum Traders Corp.	Fuel for Vehicles & Equipment	65211905-5228	\$ 3,000.00
Petroleum Traders Corp.	Fuel for Vehicles & Equipment	65211919-5228	\$ 3,000.00
BP Products N.America	Fuel for Vehicles & Equipment	65211905-5228	\$ 20,000.00
BP Products N.America	Fuel for Vehicles & Equipment	65211919-5228	\$ 20,000.00
Marion Industrial Electrical	Maint./Repair Svcs. For Pumps	65211919-5328	\$ 5,000.00
Marion Industrial Electrical	Maint./Repair Svcs. For Pumps	65211905-5328	\$ 2,500.00
Marion Industrial Electrical	Equip Parts/Alum Creek/	65211919-5270	\$ 2,500.00
Marion Industrial Electrical	Equip Parts/OECC	65211905-5270	\$ 2,500.00
Filter Technology Inc.	Furnace Filters/Co. Offices 2007	10011105-5234	\$ 6,600.00
Filter Technology Inc.	Shipping & Handling/Filters	10011105-5331	\$ 200.00
Verizon	Telephone Svcs for CML's	21411306-5330	\$ 7,200.00
Toddler Inn	Day Care	22411610-5348	\$ 250,000.00
Todays Learning Child, Inc.	Day Care	22411610-5348	\$ 100,000.00
The Treasure Chest	Day Care	22411610-5348	\$ 7,000.00
La Petite Academy Inc.	Day Care	22411610-5348	\$ 25,000.00
Lane Ave. Baptist Child	Day Care	22411610-5348	\$ 10,000.00
Kindercare Inc.	Day Care	22411610-5348	\$ 150,000.00
Grace Family Daycare	Day Care	22411610-5348	\$ 10,000.00
Childrens World Learning	Day Care	22411610-5348	\$ 10,000.00
Buckeye Valley LSD	Summer Program Day Care	22411610-5348	\$ 10,000.00
Buckeye Valley LSD	Day Care	22411610-5348	\$ 70,000.00
YMCA	Day Care	22411610-5348	\$ 7,000.00
Elizabeth A. Terry	Day Care	22411610-5348	\$ 7,000.00
Nichole Otten	Day Care	22411610-5348	\$ 7,000.00
Treasurer, State of Ohio	LEADS Owned Workstation	10011304-5335	\$ 6,277.14
AEP	Alum Creek Service	65211919-5338	\$ 590,000.00
AEP	OECC Service	65211905-5338	\$ 450,000.00
Time Warner Telcom	Phone and Internet Serv. Alum	65211919-5330	\$ 6,000.00
Time Warner Telcom	Phone and Internet Serv. OECC	65211905-5330	\$ 6,000.00
Siemens Water	Bioxide Chemical	65211919-5290	\$ 100,000.00

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 22, 2007

Siemens Water	Bioxide Chemical	65211905-5290	\$	100,000.00		
Hoffman Analytic	Lab Analsis OECC	65211905-5340	\$	17,000.00		
Downes Hurst and Fishel	Legal Services	65211905-5361	\$	9,000.00		
Camp Dresser And Mckee	Technical Document Review	65511918-5301	\$	18,858.72		
Vouchers						
Turner Lightning Protection	Site Review & Lightning Prot.	21411306-5345	\$	5,115.00		
2081 Rt. 23 Company Ltd.	52.8% Co. Share Pro-Rated RE	10011105-533533502	\$	15,782.91		
	Taxes 1st half 2006					
Learning Center of Sunbury	Day Care	22411610-5348	\$	13,428.86		
Learning Center of Sunbury	Day Care	22511607-5348	\$	1,042.41		
Kindercare Neverland	Day Care	22411610-5348	\$	9,583.02		
Cornell Abraxas Group Inc.	Residential Treatment	22511607-5342	\$	6,204.00		
Bridgeway Home Inc.	Residential Treatment	22511607-5342	\$	3,250.00		
Bridgeway Home Inc.	Residential Treatment	22511608-5342	\$	3,875.00		
Helpline Del & Morrow Co	OCTF 1st Quarter	22811609-5301	\$	7,601.50		
Floyd Brown	Surveying CFOA	43111424-5410	\$	5,198.00		
George Parker	Design CFOA	43111424-5410	\$	20,579.80		
Quandel Group	Construction Management CFOA	43111424-5410	\$	28,400.00		
Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Aye

RESOLUTION NO. 07 -100

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Administrative Services Department is requesting that Dawn Huston attend a Seminar on House Bill 187 and House Bill 9 at the Quest Business Center February 1, 2007, at the cost of \$100.00

The Administrative Services Department is requesting that Dawn Huston attend an OHPELRA Winter Conference in Newark, Ohio February 5-6, 2007, at the cost of \$220.00

The Administrative Services Department is requesting that Dawn Huston attend a NPELRA Arbitration Process for Labor Relations Certification in Newark, Ohio February 7, 2007, at the cost of \$200.00.

The Child Support Enforcement Agency is requesting that Susan Brown attend a Legislative Update in Columbus, Ohio February 1, 2007, at the cost of \$112.00.

The EMS Department is requesting that the EMS Personnel attend a Focus on Airway Training in the Hayes Building May 11, 2007, at no cost.

The EMS Department is requesting that the EMS Personnel attend a PALS Training for 2007 in the Hayes Building February 9, May 1, and November 14, 2007, at the cost of \$1,500.00.

The EMS Department is requesting that Mike Schuiling attend a Pandemic Flu Planning Training in Westerville, Ohio January 18, 2007, at no cost.

The Department of Job and Family Services is requesting that April Riley attend a Legislative Update in Columbus, Ohio February 1, 2007, at the cost of \$100.00.

The Prosecutor’s Office is requesting that Mike Spiert attend a FBINAA National Training Conference in Phoenix, Arizona July 14-18, 2007, at the cost of \$1,594.45.

The Prosecutor’s Office is requesting that Ben Collins attend an Ohio Township Association Winter Conference in Columbus, Ohio January 31 to February 2, 2007, at the cost of \$60.00.

The Child Support Enforcement Agency is requesting that Susan Brown attend the 2007 OCDA General Membership Meeting in Columbus, Ohio at the cost of \$265.00.

The Child Support Enforcement Agency is requesting that Christine Dobrovich and Elizabeth Hart attend the 2007 Attorney Networking Conference in Upper Sandusky, Ohio February 8, 2007, at the cost of \$65.00.

The Sheriff’s Office is requesting that David Johnson and Chris Stayer attend a S.W.A.T. Training in Westchester, Ohio March 5-8, 2007, at the cost of \$4,134.00.

The Court of Common Pleas (Adult Court Services) is requesting that Doug Missman attend an Offender Re-Entry Training in Charlotte, North Caroline March 5-7, 2007, at the cost of \$1,085.00.

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 22, 2007

The Environmental Services Department is requesting that Chad Antle and Rich Felton attend the 2007 Government Affairs Specialty Workshop in Columbus, Ohio February 13, 2007, at the cost of \$200.00

The Environmental Services Department is requesting that Marty Bell attend the SEOWEA Section Meeting in Hebron, Ohio February 8, 2007, at no cost.

The Code Compliance Department is requesting that Ross Bigelow and Gary Wilhelm attend a Fire Sprinkler Seminar in Columbus, Ohio February 13, 2007, at the cost of \$100.00.

The Economic Development Department is requesting that Dottie Brown attend a Community Rein vestment Area Training in Columbus, Ohio February 7, 2007, at no cost.

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

RESOLUTION NO. 07-101

SETTING DATE, TIME AND PLACE FOR THE FINAL HEARING BY THE COMMISSIONERS FOR THE BASIGER #336 DITCH PROJECT:

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

Whereas, the Board of Commissioners of Delaware County on April 7, 2003 held a public hearing that was continued to and May 5, 2003, and determined the action is necessary, conductive to the public welfare, and the benefits derived exceed the cost incurred for the reconstruction and improvement of the Basiger #336 Ditch project, and

Whereas, at that time the Delaware County Commissioners directed the Delaware County Engineer to proceed with the preparation of plans, reports, and schedules for the completion of the ditch project, and

Whereas, the Delaware County Engineer has notified the Commissioners that the plans, reports, and schedules for the construction of the Basiger #336 Ditch are ready for their review and consideration.

Therefore be it Resolved, the Board of County Commissioners of the County of Delaware have fixed the 26th day of February, 2007, at 7:00PM in Room G-35 of the Rutherford B. Hayes Building 140 North Sandusky Street Delaware, Ohio as the time and place of the final hearing by the Commissioners on the report of the County Engineer.

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

RESOLUTION NO. 07-102

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

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

Supplemental Appropriations		Amount
24113102-5450	County Recorder Equipment/Capital Equipment	\$9,145.85

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

RESOLUTION NO. 07-103

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS AS LISTED:

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

- BASIC RATES**
Full-time Week for Licensed Center and Type A Providers: 25 to 60 hours
Hourly: Paid after 60 hours
Part-time Week for Center and Type A Providers: 8 hours to 24.9 hours
Hourly Paid for .1 hour to 7.9 hours
Full-time Week for Certified Type B Home Providers: 25 hours to 50 hours
Hourly: Paid after 50 hours

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

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 22, 2007

Hourly Paid for .1 hour to 7.9 hours

Child Care Provider	Infants	Toddlers	Preschool	School
Oskana Neverov 78 W. Riverview Drive Powell, Ohio 43065	\$132.08 Full \$ 86.16 Part \$ 5.09 Hourly	\$124.52 Full \$ 82.62 Part \$ 4.88 Hourly	\$118.78 Full \$ 76.94 Part \$ 4.63 Hourly	\$ 104.96 Full \$ 70.82 Part \$ 3.37 Hourly
Brianna Kinniard 134 Flintwood Drive Delaware, Ohio 43015	\$132.08 Full \$ 86.16 Part \$ 5.09 Hourly	\$124.52 Full \$ 82.62 Part \$ 4.88 Hourly	\$118.78 Full \$ 76.94 Part \$ 4.63 Hourly	\$ 104.96 Full \$ 70.82 Part \$ 3.37 Hourly
Winona Daquila 203 Crystal Petal Drive Delaware, Ohio 43015	\$132.08 Full \$ 86.16 Part \$ 5.09 Hourly	\$124.52 Full \$ 82.62 Part \$ 4.88 Hourly	\$118.78 Full \$ 76.94 Part \$ 4.63 Hourly	\$ 104.96 Full \$ 70.82 Part \$ 3.37 Hourly
Julie Dew 6350 Houseman Road Ostrander, Ohio 43061	\$132.08 Full \$ 86.16 Part \$ 5.09 Hourly	\$124.52 Full \$ 82.62 Part \$ 4.88 Hourly	\$118.78 Full \$ 76.94 Part \$ 4.63 Hourly	\$ 104.96 Full \$ 70.82 Part \$ 3.37 Hourly
Theresa Mitchell 6843 Hillmar Drive Westerville, Ohio 43082	\$132.08 Full \$ 86.16 Part \$ 5.09 Hourly	\$124.52 Full \$ 82.62 Part \$ 4.88 Hourly	\$124.72Full \$ 80.79 Part \$ 4.86 Hourly	\$ 110.21 Full \$ 74.36 Part \$ 3.54 Hourly
Shelly Heuser 18327 Easton Road Marysville, Ohio 43040	N/A	\$124.52 Full \$ 75.00 Part \$ 2.50 Hourly	\$118.78 Full \$ 75.00 Part \$ 2.50 Hourly	\$ 104.96 Full \$ 75.00 Part \$ 2.50 Hourly
Kimberly Miller 2210 St. Rt. #3 Galena, Ohio 43021	\$132.08 Full \$ 86.16 Part \$ 5.09 Hourly	\$124.52 Full \$ 82.62 Part \$ 4.88 Hourly	\$118.78 Full \$ 76.94 Part \$ 4.63 Hourly	\$ 104.96 Full \$ 70.82 Part \$ 3.37 Hourly

Child Care Provider		Full	Part Time	Hourly
Learning Center 7878 Worthington-Galena Road Worthington, Ohio 43085	Infant Toddler Preschool Schoolage	\$169.90 \$149.42 \$133.89 \$100.00	\$134.21 \$108.70 \$ 94.80 \$ 71.99	\$ 8.76 \$ 6.39 \$ 5.84 \$ 5.39
Learning Center 149 Charring Cross Dr. South Westerville, Ohio 43081	Infant Toddler Preschool Schoolage	\$169.90 \$149.42 \$133.89 \$100.00	\$134.21 \$108.70 \$ 94.80 \$ 71.99	\$ 8.76 \$ 6.39 \$ 5.84 \$ 5.39
Gingerbread House Day Care 67 W. Fourth Ave. Columbus, Ohio 43201	Infant Toddler Preschool Schoolage	\$169.90 \$149.42 \$133.89 \$102.00	\$134.21 \$108.70 \$ 94.80 \$ 71.99	\$ 8.76 \$ 6.39 \$ 5.84 \$ 5.39
JCC-North Early Childhood 1125 College Ave. Columbus, Ohio 43209	Infant Toddler Preschool Schoolage	\$178.40 \$156.89 \$140.58 \$107.50	\$140.92 \$114.14 \$ 99.54 \$ 75.59	\$ 9.20 \$ 6.71 \$ 6.13 \$ 5.66
Delaware City School Age Child 621 Pennsylvania Ave. Delaware, Ohio 43015	Summer Program K-6 Full Day 6:30-6pm Camp Day 7-5:30pm Learning Cnt 8-4:30pm Learning Cnt 8-12pm	 \$102.38 \$ 98.00 \$ 88.00 \$ 51.00	 \$ 71.99 \$ 71.99 \$ 71.99 \$ 51.00	 \$ 5.36 \$ 5.36 \$ 5.36 \$ 5.36
Delaware City School SACC 621 Pennsylvania Ave. Delaware, Ohio 43015	Kindergarten SACC 6:30am-6:30pm 6:30am-12:30pm or 11:45am-6:00pm 8:30am-12:30pm or 11:45am-3:45pm Grades 1-6 Before or After Before and After	 \$93.00 \$68.00 \$53.00 \$53.00 \$68.00	 \$71.99 \$68.00 \$53.00 \$53.00 \$68.00	 \$ 5.39 \$ 5.39 \$ 5.39 \$5.39 \$5.39

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 22, 2007

Kindercare Learning Center 2680 Sawbury Blvd Worthington, Ohio 43235	Infant Toddler Preschool Schoolage	\$178.40 \$156.89 \$140.59 \$107.50	\$140.92 \$114.14 \$ 99.54 \$ 75.59	\$ 9.20 \$ 6.71 \$ 6.13 \$ 5.66
Kid's Academy 1012 High Street Worthington, Ohio 43085	Infant Toddler Preschool School Age	\$169.90 \$149.42 \$133.89 \$102.38	\$134.21 \$108.70 \$ 94.80 \$ 71.99	\$ 8.76 \$ 6.39 \$ 5.84 \$ 5.39
T & J Academy 129 Orangetwick Dr Lewis Center, Ohio 43034	Infant Toddler Preschool Schoolage Before School Only After School Only Before & After	\$169.90 \$149.42 \$133.89 \$102.38 \$ 50.00 \$ 58.00 \$ 71.99	\$134.21 \$108.70 \$ 94.80 \$ 71.99 \$ 50.00 \$ 58.00 \$ 71.99	\$ 8.76 \$ 6.39 \$ 5.84 \$ 5.39 \$ 5.39 \$ 5.39 \$ 5.39
Kindercare 3885 Berry Leaf Lane Hillard, Ohio 43026	Infant Toddler Pre-K Schoolage/Summer Before & After Before School Only After School Only	\$169.90 \$149.42 \$133.89 \$102.38 \$102.38 \$ 89.00 \$ 89.00	\$134.21 \$108.70 \$ 94.80 \$ 71.99 \$ 71.99 \$ 71.99 \$ 71.99	\$ 8.76 \$ 6.39 \$ 5.84 \$ 5.39 \$ 5.39 \$ 5.39 \$ 5.39
Noah's Ark Learning Center 110 Tippet Court Sunbury, Ohio 43074	Infant Toddler Preschool Schoolage Kindergarten Before & After School Age Before & After Before School Only After School Only	\$169.90 \$149.42 \$133.89 \$102.38 \$ 80.00 \$ 85.00 \$ 30.00 \$ 45.00	\$134.21 \$108.70 \$ 94.80 \$ 71.99 \$ 71.99 \$ 71.99 \$ 30.00 \$ 45.00	\$ 8.76 \$ 6.39 \$ 5.84 \$ 5.39 \$ 5.39 \$ 5.39 \$ 5.39 \$ 5.39
Noah's Ark Learning Center 36 Harrison Street Sunbury, Ohio 43074	Infant Toddler Pre-K Schoolage/Summer Before & After Before School Only After School Only	\$169.90 \$149.42 \$133.89 \$102.38 \$ 85.00 \$ 30.00 \$ 45.00	\$134.21 \$108.70 \$ 94.80 \$ 71.99 \$ 71.99 \$ 30.00 \$ 45.00	\$ 8.76 \$ 6.39 \$ 5.84 \$ 5.39 \$ 5.39 \$ 5.39 \$ 5.39
Kiddie Academy of Lewis Center 7166 Gooding Blvd Delaware, Ohio 43015	Infant Toddler PreSchool Before & After Before School Only After School Only	\$169.90 \$149.42 \$133.89 \$102.38 \$ 70.00 \$100.00	\$134.21 \$108.70 \$ 94.80 \$ 71.99 \$ 70.00 \$ 71.99	\$ 8.76 \$ 6.39 \$ 5.84 \$ 5.39 \$ 5.39 \$ 5.39
Stepping Stones Learning Center 860 Griswold Street Worthington, Ohio 43085	Infant Toddler Pre-K Schoolage	\$169.90 \$149.42 \$133.89 \$102.38	\$134.21 \$108.70 \$ 94.80 \$ 71.99	\$ 8.76 \$ 6.39 \$ 5.84 \$ 5.39
Jelly Bean Junction 3480 Snouffer Road Columbus, Ohio 43235	Infant Toddler Preschool Schoolage/Summer Before & After Before or After	\$169.90 \$149.42 \$133.89 \$102.38 \$100.00 \$ 80.00	\$134.21 \$108.70 \$ 94.80 \$ 71.99 \$ 71.99 \$ 71.99	\$ 8.76 \$ 6.39 \$ 5.84 \$ 5.39 \$ 5.39 \$ 5.39
Kids Campus Enchanted Care 17696 Echo Drive Marysville, Ohio 43040	Kindergarten/Summer School Age AM Only	\$102.38 \$ 75.00 \$ 45.00	\$7 1.99 \$ 60.00 \$ 45.00	\$ 5.39 \$ 5.39 \$ 5.39

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 22, 2007

	PM Only	\$ 55.00	\$ 55.00	\$ 5.39
Come N Play 158 Imperial Gahanna, Ohio 43230	Infant	\$165.00	N/A	\$ 8.76
	Toddler	\$145.00		\$ 6.39
	Preschool	\$135.00		\$ 5.84
	Schoolage	\$102.38		\$ 5.39
	Before or After	\$ 65.00		\$ 5.39
	Before & After	\$ 90.00		\$ 5.39
Flying Dozer Child Care 316 North Main Street Johnstown, Ohio 43031	Infant	\$169.90	\$134.21	\$ 8.76
	Toddler	\$149.42	\$108.70	\$ 6.39
	Preschool	\$133.89	\$ 94.80	\$ 5.84
	Schoolage	\$102.38	\$ 71.99	\$ 5.39
	Before or After School	\$55.00	\$ 55.00	\$ 5.39
Union County Family YMCA 1150 Charles Lane Marysville, Ohio 43040	Pre School 3 yrs old	\$ 85.00	\$ 71.99	\$ 5.84
	Pre School 4 yrs old	\$102.38	\$ 71.99	\$ 5.84
	Before or After School	\$ 85.00	\$ 71.99	\$ 5.39
	Before & After School	\$ 95.00	\$ 71.99	\$ 5.39
	Latchkey	\$ 45.00	\$ 45.00	\$ 5.39
	Non-Latchkey Summer	\$100.00	\$ 71.99	\$ 5.39

(A Copy of each of these contacts is available in the Commissioners’ Office until no longer of Administrative Value).

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

RESOLUTION NO. 07-104

IN THE MATTER OF APPROVING AN AMENDMENT TO THE CHILD PLACEMENT CONTRACT BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND A CHILD’S WAITING:

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

AMENDMENT TO CONTRACT
For
Child Placement and Related Services
AMENDMENT NO. 1

This Amendment, effective January 5th, 2007, is to amend the Contract for Child Placement and Related Services between the Delaware County Department of Job and Family Services, a department of the Delaware County Commissioners, and A Child’s Waiting, entered into on the 13th day of November, 2006.

Article II
SCOPE OF PLACEMENT SERVICES: Specific stipulations as set down in attached letter from Kenneth A. Crookston, MPA of A Child’s Waiting

Article III
CONTRACT TERM: Changes contract end date from April 30, 2007 to August 31, 2007.

Article IV
REIMBURSEMENT: Change amount to be reimbursed from \$5,000 to \$3,250.

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

RESOLUTION NO. 07-105

IN THE MATTER OF APPROVING A SERVICE AGREEMENT WITH B&C COMMUNICATIONS, INC TO PROVIDE HIGH BAND RADIO MAINTENANCE:

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

WHEREAS, it is necessary for High Band emergency two-way radio communications to be operationally maintained at all times to ensure our ability to dispatch emergency responders throughout Delaware County, and

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 22, 2007

WHEREAS, a service agreement provides the most cost effective method for maintenance of High Band radios, antennas, and all associated equipment, and

WHEREAS, the existing agreement with B&C Communications, Inc allows for annual renewal and the service provided has been commendable;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County approve the service agreement with B&C Communications, Inc to provide High Band radio maintenance service for the countywide communications network for the period 1 February, 2007 through 31 January, 2008 at an annual cost of \$5,370.00.

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

RESOLUTION NO. 07-106

IN THE MATTER OF APPROVING THE STATE EMERGENCY RESPONSE COMMISSION (SERC)
CHEMICAL EMERGENCY PLANNING AND RIGHT-TO-KNOW FUND GRANT APPLICATION:

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

WHEREAS, the Delaware County Local Emergency Planning Committee (LEPC) approved the 2007 Chemical Emergency Planning and Right-to-Know fund grant application for forwarding to the Board of Commissioners, and

WHEREAS, this grant assists with the training and operations of the Emergency Management Agency and LEPC within Delaware County;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approve the forwarding of this grant application to the SERC in the amount of \$34,549.43.

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

RESOLUTION NO. 07-107

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Matthew Weir has accepted the Telecommunications Officer I Position with the 911 Department; effective date January 29, 2007.

Joseph Schick has accepted the Telecommunications Officer II Position with the 911 Department; effective date February, 2007.

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

RESOLUTION NO. 07-108

IN THE MATTER OF APPROVING THE SUBGRANT AWARD AGREEMENT FOR THE L.E.A.P. AHEAD GRANT:

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

SubGrant #	2006-JG-A01-6405		
Source:	Ohio Office of Criminal Justice Services		
Subgrantee:	Delaware County Commissioners		
Implementing Agency	Delaware County Sheriff's Office		
Award Period:	1/1/2007 to 12/31/07		
Closeout Deadline	03/01/2008		
Award Amount:	JAG Funds	\$43,200.00	75.00%
	Cash Match	\$14,400.00	25.00%
	Inkind Match	\$ 0.00	0%
	Project Total	\$57,600.00	100.00%

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

RESOLUTION NO. 07-109

IN THE MATTER OF DECLARING COUNTY PERSONAL PROPERTY NOT NEEDED FOR PUBLIC USE:

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 22, 2007

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

WHEREAS, Delaware County has personal property not needed for public use.

Item Description
955 feet of 60” Permalok Steel Casing Pipe
91 Cascade Casing Spacers
3 60” Exit Rings for Microtunneling
2 60” Entrance Rings for Microtunneling

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, declare the above personal property not needed for public use and authorize the internet auction or public auction, in accordance of the Ohio Revised Code Section 307.12.

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

RESOLUTION NO. 07-110

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY FAMILY & CHILDREN FIRST COUNCIL AND THE DELAWARE GENERAL HEALTH DISTRICT FOR HELP ME GROW 2007 TANF SERVICES :

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

Agreement for SFY 2007 TANF
Between
Delaware County Family & Children First Council
And
Delaware General Health District

This Agreement is entered into by and between the Delaware County Family & Children First Council (FCFC) and the Delaware General Health District (DGHD) (Collectively the "Parties") this __ day of __, 2007.

PRELIMINARY STATEMENTS

WHEREAS, the FCFC has accepted federal TANF funds and needs to provide services, or contract out for services; and,

WHEREAS, the DGHD is willing to provide services, or contract out for services; and,

WHEREAS, the DGHD is willing to provide those services at an agreed-upon price. STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

Purpose:

The purpose of this Agreement is to state the covenants and conditions under which the DGHD will provide services and staff to administer such services for children ages 0-3 and families eligible for Help Me Grow TANF Services in Delaware County, Ohio ("Eligible Children and Families").

Term:

This Agreement between FCFC and the DGHD shall be effective October 11, 2006, retroactive to July 1, 2006, through June 30, 2007.

Services to be Provided:

The DGHD shall provide the following Help Me Grow TANF Services for Eligible Children and Families:

- 1. central intake and referral,
- 2. service coordination,
- 3. partial developmental evaluation,
- 4. fiscal support,
- 5. administrative supervision.

Staff Requirements:

**COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 22, 2007**

The DGHD shall provide staff consisting of a minimum of at least the following to administer the Help Me Grow TANF Services:

1. One (1) Fulltime Program Director,
2. Two (2) (One (1) Fulltime and One (1) Part time) Home Visitor/Service Coordinators,
3. One (1) Part time Social Worker,
4. Fiscal and administrative support staff.

Reimbursement for Services and Staff:

The FCFC shall reimburse the DGHD for all Help Me Grow TANF Services, as described above, actually provided and staff, as described above, to administer such services. Included in the funding for the said Help Me Grow TANF Services and staff are costs for travel, supplies, and phones.

To receive such reimbursement, DGHD shall submit to FCFC monthly/quarterly invoices for services actually performed. The DGHD shall provide to FCFC and such monthly/quarterly invoices shall include documentation satisfactory to FCFC of services actually performed. Such reimbursement shall be paid by FCFC to DGHD within 30 days of receipt by FCFC of such monthly/quarterly invoices and accompanying documentation.

Maximum Reimbursement:

DGHD agrees to accept as full payment for services rendered in a manner satisfactory to the FCFC, the lesser of the following: (1) The maximum amount of \$170,026.00 or (2) the amount of actual expenditures made by DGHD for purposes of carrying out the services and providing the staff as stated herein. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of \$170,026.00.

Access to and Retention of Records:

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

The DGHD, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Agreement, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Agreement. If an audit, litigation, or other action is initiated during the time period of this Agreement, the DGHD shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

Prior to the destruction of any records related to performance of this Agreement, regardless of who holds such records, the DGHD shall contact the FCFC in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

Indemnity/Insurance:

Both the DGHD and the FCFC, as governmental entities, lack authority to indemnify. As such, the DGHD and the FCFC, agree to be and shall be responsible for their own actions resulting from their performance of and/or provision of services under this Agreement. Therefore, the DGHD and FCFC agree to be individually and solely responsible for any and all claims, lawsuits, liability, losses, damages, injuries (including death), 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 Agreement.

Independent Contractor:

The DGHD shall act in performance of this Agreement as an Independent Contractor, As an independent contractor, the DGHD 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 Agreement at any time and for any reason when it is determined by the FCFC to

**COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 22, 2007**

be in its best interest to do so, by giving at least seven (7) days advance notice, in writing, to the DGHD. The DGHD 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.

B. Termination for the Convenience of the DGHD

The DGHD may terminate this Agreement at any time and for any reason by giving at least seven (7) days advance notice, in writing, to the FCFC. The DGHD 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 Agreement, the aggrieved party shall provide written notice of the breach or default to the breaching or defaulting party and permit the breaching or defaulting party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, the DGHD 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 DGHD or the FCFC fails to perform an obligation or obligations under this Agreement and such failure(s) is (are) waived by the other party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by the FCFC shall be authorized in writing and signed by an authorized an FCFC representative.

D. Loss of Funding

It is understood by the DGHD that availability of funds for this Agreement and thus this 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 DGHD understands that changes and/or termination of this 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.

Civil Rights: The DGHD understands and agrees that, as a condition of this 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 DGHD 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 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 Agreement.

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

DMA Form Statement: The DGHD 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 DGHD agrees make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this 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 Agreement and by this reference made a part of this Agreement.

Findings for Recovery: The DGHD 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 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

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 22, 2007

effective on the date received :

DGHD:
PO Box 570
Delaware, Ohio 43015

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

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

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

Entire Agreement: This Agreement, along with all of its Attachments, shall constitute the entire understanding and agreement between the FCFC and the DGHD, 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. 07-111

IN THE MATTER OF APPROVING A LETTER OF AGREEMENT BETWEEN DELAWARE COUNTY AND BURNSTEEN & COMPANY LLC FOR AN OPERATIONAL REVIEW OF THE DELAWARE COUNTY CHILDRENS SERVICES DEPARTMENT:

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

We (Wade Steen-Burnsteen & Company LLC) have prepared the following proposal based on our meeting on January 5, 2007 and discussions with you and various Delaware County (the “County”) officials involved with the Delaware County Childrens Services Department (DCCSD) and its activities and our understanding of the County’s needs.

In summary, the County has questions and/or concerns related to certain processes within the DCCSD. The County would like to have an operational review of these processes conducted.

This proposal summarizes our understanding of the scope and objectives of the engagement, including: staffing, estimated timing, hours and fees. Based on the situation described above, it is our understanding that the County wants to proactively conduct this review.

Operations Review Objectives

The nature of this engagement would be considered an operations review, not an audit. The objective of a financial audit is to render an opinion on the fair presentation of an entity’s financial statements. The objective of a performance audit is to compare an entity’s performance against some standard or benchmark. The overall objectives of an operations review are to assess: the effectiveness of current operating processes, whether resources are being used efficiently and effectively; if operational output is being maximized; and if changes in current operating processes could improve efficiency or reduce costs.

DCCSD Operations Review Scope of Services and Objectives

We have summarized below the procedures we would anticipate performing based on our understanding of your needs.

- I. We would perform a review of the current intake and screening process, including but not limited to: flowcharting work flows, staff interviews and transactional or activity walk-throughs.

The objective would be to identify potential operational weaknesses or inefficiencies with the current intake/screening procedures and practices. We will also document and report any internal control weaknesses

**COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 22, 2007**

that come to our attention as result of the procedures performed above.

- II. We would report our findings from Procedure I above, based on “risk”, identifying the most critical areas.

The objective would be, based on our assessment of the findings, to assist DCCSD in developing a strategic plan for the next three months. The plan will identify what areas should be addressed and mitigated as the first priority to those areas of least priority.

- III. We will assist DCCSB in preparing a revised process for intake and screening based on Procedures I and II above.

The objective would be to develop a process that includes recommendations to improve operational efficiency and minimize risk. The revised process will evaluate, but not be limited to, the following functions/activities: screening, documentation, the criteria for classification, data entry, filing, and various worker responsibilities.

As part of this engagement it is understood that Burnsteen & Company will conduct interviews, document processes, perform transaction walk-throughs, review case records and other documentation and test a sample of individual cases to assess the DCCSD’s current processes. We would also request the assistance of DCCSD’s current quality assurance (QA) staff during this engagement. The QA staff can insure that the revised process is maintained and ongoing changes are implemented.

We estimate that it would take approximately 120-130 hours to perform the work described above related to the DCCSD. But please note that DCCSB will only be billed for the actual hours incurred, in accordance with our billing process as described on page 3. If the hours required to complete the project are less than estimated, DCCSB may choose to have additional work performed by us in accordance with the process described below in the Additional Services section.

Additional Services

Upon completion of the operations review of the DCCSD intake and screening process, we would be willing and able to assist the County with other needs, including but not limited to: reviews of other DCCSD processes or functions, other County operations, other consulting services, or audit services. If additional assistance was requested, we would meet with the County to understand the County’s specific needs. We would then prepare a proposal describing the scope of work to be performed, based on our understanding and the estimated hours and fees to perform the requested work. We would provide the proposal to the County for review and approval. We would not perform any additional work unless approved and authorized by the County. We would perform any additional work requested and approved at the same rates and terms quoted in this proposal and the work would be considered a continuation of this engagement.

Professional Staff assigned

Your engagement partner will be Wade Steen, who is licensed to practice as a certified public accountant (CPA) in the State of Ohio. Wade has more than 20 years of experience assisting local governments with operational, financial management, financial reporting and audit issues. Wade has also served as a Deputy State Auditor and Franklin County Treasurer. Wade served on the Franklin County Children Services Board from 1992-1995. He will be assisted by Eric Richter, Consulting Manager, who is a former Income Tax Administrator for Chillicothe and Deputy Franklin County Treasurer and Roy Woodson-Levy, Senior Consultant. Our Staff’s extensive and diverse knowledge of government operations is unmatched. Wade would be directly responsible for all services provided to the County as the engagement partner.

Estimated timing, hours, fees and billing procedure

We can begin providing assistance to the County as soon as authorized by you. We will undertake this engagement with the understanding that staff of the County will be available to meet with us as necessary and respond to questions or inquiries; and that appropriate private workspace will be provided to us in the County administration building during the “fieldwork” stage of the engagement. We anticipate having a draft report of our findings for your review within four weeks of beginning our fieldwork procedures.

Our standard hourly billing rate for this type of engagement is \$125 per hour, but we are willing to reduce our rate to \$105 per hour for this engagement to be of assistance to the County. It is our desire to establish a long-term relationship with the County and continue to be of assistance to you in various other consulting matters. The only out-of-pocket expenses we anticipate incurring are mileage and long distance charges which will be billed at the actual cost incurred by us or the County’s standard per diem for those costs, whichever is less, and not “marked up”.

We estimate the hours and professional fees for the review of DCCSD, as described within this proposal, to be 120-130 and \$12,600-\$13,650 respectively. We estimate out-of-pocket expenses not to exceed \$400. Our invoices for services will be rendered bi-monthly as work progresses and are payable on presentation. Our invoice will

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 22, 2007

describe the work performed and the staff member(s) who performed the work. We believe billing in this manner allows you to more effectively monitor the progress of your engagement. In accordance with our firm policies, work may be suspended if your account becomes more than 30 days delinquent and will not resume until your account is paid in full. If we elect to terminate our services for nonpayment, you will be obligated to compensate us for all time incurred through the date of termination.

We greatly appreciate the opportunity to assist you and believe this letter accurately summarizes our understanding of the County’s needs and terms of your engagement. If we have not accurately described the engagement or your needs please contact us so that we may amend this proposal to your satisfaction. If you would like to discuss the terms of this agreement in more detail, please contact me directly at (614) 228-9233. If the terms of the engagement as described in this proposal meet your satisfaction, please sign and return one copy to us so that we may begin our procedures.

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

RESOLUTION NO. 07-112

IN THE MATTER OF APPROVING AN AGREEMENT WITH PIZZUTI SOLUTIONS FOR ECONOMIC
DEVELOPMENT PROFESSIONAL SERVICES TO DELAWARE COUNTY:

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

Agreement
Pizzuti Solutions Economic Development Professional Services to Delaware County

BASIC SERVICES:

Pizzuti Solutions will assist Delaware County, Ohio with management of its Economic Development Department on an interim basis under a professional services agreement with the County. The term of the agreement is intended to continue until the County completes a search for a new Economic Development Director. The primary responsibility is to serve as a consultant to the County Administrator and County Commissioners to allow the day to day functions of the office to continue effectively during the search process.

To ensure that the office of the Delaware County Economic Development Office continues to respond to opportunities to facilitate expansion of its economic base, Pizzuti Solutions will:

- Utilize County regulations and guidelines to administer economic development programs
- Monitor ongoing development projects and offer recommendations for continuation
- Negotiate and implement tax incentive programs , including Community Reinvestment Areas (CRAs), Enterprise Zones, Tax Increment Financing (TIF) programs, Revolving Loans and other incentives
- Review, evaluate and make recommendations for development projects submitted to the County
- Implement marketing strategies and communications efforts to promote economic development efforts
- Monitor and continue to implement Comprehensive Housing Improvement Program (CHIP) and Community Development Block Grant programs
- Implement business attraction strategies for job attraction and appropriately communicate with prospects
- Review and/or prepare financial analyses and reports for the County Administrator and Commissioners related to development projects
- Respond to inquiries from residents, businesses and the media
- Attend Commissioner, Planning & Development, or other meetings as necessary

In addition to the items above, a Pizzuti Solutions representative will be available on site at County offices for a certain number of hours to be mutually agreed upon by Pizzuti and the County. These hours may be spread over multiple days.

Additionally, the Solutions representative will be available to respond to voice and email messages forwarded to them by the County Economic Development office.

FEE STRUCTURE:

Pizzuti will perform the above economic development functions for Delaware County at an hourly rate of \$125. Pizzuti acknowledges that the fees paid hereunder may not exceed an aggregate of \$24,000 without further approval by the County.

This agreement will be in effect from January ____, 2007 until ____, 2007; provided, however, that Delaware County may terminate this agreement upon 15 days prior written notice to Pizzuti if the County hires a new Economic Development Director. Pizzuti will bill Delaware County for a minimum of 10 consulting hours monthly. If Pizzuti agrees, the agreement may be extended by the County in additional three-month increments by providing written notification within 30 days of the expiration of the agreement.

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 22, 2007

All hours and work will be itemized and submitted for payment by the 10th day of each month for the previous month’s work. Payment to Pizzuti is expected within 14 days from billing.

PROVISIONS:

Additional projects outside the scope identified in this agreement may be performed by Pizzuti Solutions as negotiated with Delaware County.

Delaware County and Pizzuti Solutions agree that Pizzuti cannot represent the interests of Delaware County to any client already under contract to Pizzuti Solutions, LLC.

Delaware County and Pizzuti Solutions agree that by executing this agreement, Pizzuti Solutions is not prohibited from entering into agreements with Delaware County for other projects, including the possibility of serving as Owner’s Representative for the County in connection with the proposed new County Court House.

Pizzuti Solutions reserves the right to determine who will be its designated representative to Delaware County and make any necessary staffing changes as it deems necessary. Any changes to the designated representative shall be approved by Delaware County.

The hourly rate does not include any out of pocket expenses necessary to perform consulting services as Delaware County’s Economic Development Consultant. Prior to any reimbursement for items other than mileage reimbursement, Pizzuti shall be granted pre-approval from Delaware County for the following reimbursable item: travel expenses; necessary meeting and entertainment expenses; and outside art, mapping, or professional fees. No expenses will be charged to Delaware County for typical office expenses incurred at Pizzuti offices. Expenses will be submitted monthly to Delaware County for payment simultaneously with hourly consulting fees.

The liability of Pizzuti Solutions to the County for any cause or combination of causes under this agreement is limited to the amount of fees paid to the company by the County for actual work performed and billed to the County.

Pizzuti agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. Pizzuti also agrees that, as an independent contractor, Pizzuti assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.

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

RESOLUTION NO. 07-113

IN THE MATTER OF APPROVING LINDA SHEETS AS A TEMPORARY EMPLOYEE WITH THE COMMISSIONERS’ OFFICE:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the Linda Sheets as a temporary employee with the Commissioners’ Office for less than 6 months / 1,000hours; effective January 22, 2007.

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

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 22, 2007

Letha George, Clerk to the Commissioners