

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 5, 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

End of Meeting Presentation: Council for Older Adults Project

PUBLIC COMMENT

Mr. Warren spoke to the Commissioners on several issues

Mr. Boots Sheets spoke expressing more concerns regarding the Primmer Ditch

RESOLUTION NO. 07-387

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 2, 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 April 2, 2007 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 07-388

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR044 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR044:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR044 , memo transfers in batch numbers MTAPR044 and Purchase Orders and Vouchers as listed below:

Vouchers					
Thomas & Company LPA	Special BWC Legal Services	75110902-5361	\$	5,925.28	
Delaware Area Chamber	Membership	10011101-5308	\$	500.00	
Bound Tree Medical	Medical Supplies for EMS	10011303-5243	\$	5,404.17	
Nightingale Alan Medical	Medical Supplies for EMS	10011303-5243	\$	7,600.00	
AEP	Monthly service	65211919-5338	\$	13,621.39	
Synagro Midwest	Convey & Land App of Biosolids	65211919-5301	\$	33,029.54	
Siemens	Bioxide Chemicals	65211919-5290	\$	7,157.50	
Siemens	Bioxide Chemicals	65211905-5290	\$	7,003.50	

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

RESOLUTION NO. 07-389

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Commissioners are requesting that Traci Saliba attend the Ohio EMA Basic Public Information Officer Training at Columbus on April 10-12 at no cost.

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

RESOLUTION NO. 07-390

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY SHERIFF’S OFFICE AND VAN METER AND ASSOCIATES:

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

AGREEMENT FOR CONSULTING SERVICES/TRAINING

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This Agreement is entered into this 5th day of April , 2007 by and between the Delaware County Sheriff (hereinafter, "Sheriff"), whose address is 149 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Board of Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and Van Meter and Associates, Inc. (hereinafter, "Van Meter"), whose address is P.O. Box 21313, Columbus, Ohio 43221 (hereinafter collectively, the "Parties").

1. PURPOSE OF CONTRACT:

Development and implementation of a Penalty Assessment System policy to guide administrators in decisions involving employee discipline (hereinafter "Project").

2. PROJECT TIMELINE:

Project shall commence at a mutually agreeable time within thirty (30) days following acceptance of this Agreement. Completion of the Project will require approximately two work days on-site at the Delaware County Sheriff's Office or other location agreed upon by the Parties ("On-Site"). All work not performed On-Site will be performed at Van Meter's offices in Columbus, Ohio.

3. WORK TO BE PERFORMED

Van Meter shall provide consulting services to the Sheriff to develop and implement a Penalty Assessment System policy. Such policy shall consist of a process to be utilized by the Sheriff and/or individuals designated by the Sheriff to determine appropriate discipline for employees of the Sheriff. Van Meter shall provide training on such policy to the Sheriff and/or individuals designated by the Sheriff.

4. RESOURCES FOR PROJECT TO BE PROVIDED BY SHERIFF

- Meeting location adequately equipped for a workshop style presentation
- Morning and afternoon refreshments
- Blank flipcharts
- Writing paper and pens for attendees

5. RESOURCES FOR PROJECT TO BE PROVIDED BY VAN METER

- LCD projector
- Learning materials
- Computer program
- Computer

6. FEES

In exchange for performance of the services described above (the Project) and upon submission to and receipt of a proper invoice from Van Meter, the Sheriff shall pay Van Meter a total of Seven Thousand Five Hundred Dollars and no Cents (\$7,500.00.) Such amount shall be due as follows:

- Fifty percent (50%) of the total amount due within five (5) work days prior to the start of the Project.
- Remaining fifty percent (50%) balance of the total amount due within 30 days following completion of the Project.

7. METHOD AND MANOR OF PERFORMANCE

Subject to prior approval by the Sheriff, Van Meter reserves the right to determine the method, manner and means by which the Project will be performed and the order and/or sequence in which the Project is to be performed.

Van Meter is not required to perform the Project at a fixed hourly or daily time, except that the time and date that the Project will be performed shall be mutually agreed upon by the Parties prior to performance. Portions of the Project performed at the Sheriff's premises shall be at the discretion of the Sheriff and subject to the Sheriff's normal business hours and security requirements.

Van Meter hereby states that the Sheriff will not be required to furnish or provide any training to Van Meter to enable Van Meter to perform the Project. The Project shall be performed by Van Meter or Van Meter's staff, and the Sheriff shall not be required to hire, supervise or pay any assistants to help or assist Van Meter. Van Meter shall not be required to devote its full time nor the full time of its staff to the performance of the Project. Except as described above in Section 4 of this Agreement and to the extent that Van Meter's work must be performed on or with the Sheriff's computers or the Sheriff's existing software, all materials used in providing the services shall be provided by Van Meter.

8. CONFIDENTIAL INFORMATION

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Except as otherwise required by law, the Parties shall hold in trust and shall not disclose any confidential information. For purposes of this Agreement confidential information means research, development, trade secrets or business affairs, but does not include such information which, under Ohio or other applicable law, is a public record, is generally known, readily available to the public, and/or easily ascertainable.

Van Meter acknowledges that during the performance of this Agreement, Van Meter may learn of or receive confidential information from the Sheriff. Van Meter agrees that any and all such confidential information will be kept confidential by the Van Meter.

9. INDEPENDENT CONTRACTOR

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

10. PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS / INDEMNIFICATION

A. The Sheriff and the Board, each as a governmental entities, lack authority to indemnify. Also, it is understood by the Parties that once the product to be provided pursuant to this Agreement is developed, Van Meter and Associates, Inc., will have no control or authority over how the product is implemented or used by the Sheriff. As a result, the Sheriff, the Board, and Van Meter, agree, except as provided in division B of this section, to each individually be and shall be responsible for their own actions, and/or the actions of their respective officers, employees, agents, representatives, volunteers, and servants, resulting from or related to the performance of this Agreement. Therefore, except as provided in division B of this section, the Sheriff, the Board, and Van Meter agree to be individually and solely responsible for any and all liability, loss, damage, injury, and/or related expenses that each may incur as a result of their own actions, and/or the actions of their respective officers, employees, agents, representatives, volunteers, and servants in the performance of this Agreement.

B. Van Meter shall assume full responsibility for and shall indemnify the Board, the Sheriff, and Delaware County for any damage to or loss of any Sheriff 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 Van Meter or any employee, agent or representative of Van Meter

11. TERMINATION

A. Termination for the Convenience of the Sheriff/Commissioners

The Sheriff/Commissioners may terminate this Agreement when it is determined by the Sheriff/Commissioners to be in their/its best interest to do so at any time and for any reason by giving at least seven (7) days advance notice, in writing, to Van Meter. Van Meter 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. If Van Meter, upon the date of termination, has not rendered any services, the Sheriff/Commissioners shall receive a full (100%) refund of all moneys paid or deposited with Van Meter up to the date of termination.

B. Termination for the Convenience of Van Meter

Van Meter may terminate this Agreement at any time and for any reason by giving at least seven (7) days advance notice, in writing, to the Sheriff/Commissioners. Van Meter 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. If Van Meter, upon the date of termination, has not rendered any services, the Sheriff/Commissioners shall receive a full (100%) refund of all moneys paid or deposited with Van Meter up to the date of termination.

C. Breach or Default of Contract:

Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, 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 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, Van Meter shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination. If Van Meter, upon the date of termination, has not rendered any

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services, the Sheriff/Commissioners shall receive a full (100%) refund of all moneys paid or deposited with Van Meter up to 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 Van Meter or the Sheriff/Commissioners 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 Sheriff/Commissioners shall be authorized in writing and signed by an authorized Sheriff/Commissioners representative.

12. PROHIBITION AGAINST EMPLOYMENT

The Parties agree that, while performing Services under this Agreement, and for a period of six (6) months following the termination of this Agreement, neither party will, except with the other party’s written approval, solicit or offer employment to the other party’s employees or staff engaged in any efforts under this Agreement.

13. RIGHTS TO WORK PRODUCT

Except as specifically set forth in writing and signed the Parties, Van Meter shall have all copyright and patent rights with respect to all materials developed under this Agreement, and the Sheriff/Commissioners are hereby granted a non-exclusive license to use and employ such materials within Delaware County business.

14. CONTACT AND NOTICES

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

<u>Van Meter:</u>	<u>Sheriff:</u>	
D.J. Van Meter, Ph.D.	Chief Deputy Gil Borchers	
Van Meter and Associates, Inc.	Delaware County Sheriff’s Office	P.O.Box21313
	149 North Sandusky Street	
Columbus, Ohio 43221	Delaware, Ohio 43015	
(800) 331-8025	(740) 833-2860	
Fax: (614) 451-8905	Fax: (740) 833-2859	

The above specified individuals shall, for purposes of the Agreement, also act at the representative contact for their respective party.

15. TAXES

The Sheriff/Commissioners are a political subdivision exempt from taxes. Should any taxes be applicable, any and all taxes, except income taxes, imposed or assessed by reason of this Agreement or its performance, including but not limited to sales or use taxes, shall be paid by the Sheriff.

16. ADDITIONAL WORK

Upon receipt of a request for work which is in additional to that of the Project, Van Meter shall inform the Sheriff that the request for work constitutes additional work. With prior written approval from the Sheriff/Commissioners, Van Meter may perform additional work. The Sheriff understands that such additional work will be performed at a rate of \$125.00 per hour, plus expenses.

17. WARRANTY

Van Meter warrants to the Sheriff that the material, analysis, data, programs and services to be delivered or rendered hereunder, will be of the kind and quality designated and will be performed by qualified personnel. Special requirements for format or standards to be followed shall be attached as an Exhibit and are hereby incorporated in this Agreement by this reference. Consultant makes no other warranties, whether written, oral, or implied, including without limitation, warranty of fitness for purpose or merchantability.

18. ASSIGNMENT

This Agreement may not be assigned by either party without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Parties.

19. DMA FORM

Van Meter certifies that it does not provide material assistance to any organization on the United States

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Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Van Meter agrees to 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.

20. FINDINGS FOR RECOVERY

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

21. HEADINGS/TITLES

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

22. AUTHORITY TO SIGN

Van Meter states and agrees that the individual(s) who, on behalf Van Meter, have reviewed this Agreement and effectuate this Agreement by attaching their signature(s) below is/are officers of Van Meter and are authorized to and have authority to enter this Agreement on behalf of Van Meter and by so signing have authority to bind and does bind Van Meter to any and all terms of this Agreement.

23. APPLICABLE 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.

24. SERVABILITY

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 to be complied with

25. COMPLETE AGREEMENT

This Agreement (including all attachments) shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may

Vote on Motion: Mr. Jordan Nay Mr. Evans Nay Mr. Ward Nay

RESOLUTION NO. 07-391

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR
SHERIFF/DEPUTIES SAFE NEIGHBORHOOD HEROES GRANT:

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

Supplemental Appropriation		
10031301-5215	Sheriff/Deputies/Program Supplies	\$ 1,250.00

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

RESOLUTION NO. 07-392

IN THE MATTER OF APPROVING THE ANNUAL GRANT AGREEMENT BETWEEN OHIO
DEPARTMENT OF YOUTH SERVICES AND THE PERRY MULTI-COUNTY JUVENILE
FACILITY FOR YEAR 2007:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the Grant Agreement for fiscal year 2007 in the amount of \$1,124,290.00 between the Ohio Department of Youth Services and the Perry Multi-County Juvenile Facility. (A copy of the Agreement is available in the Commissioners Office until no longer of

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administrative value).

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

RESOLUTION NO. 07-393

IN THE MATTER OF SETTING THE DATE, TIME AND PLACE FOR THE PUBLIC HEARINGS FOR THE CONSIDERATION OF APPROVING REPLACEMENT SALES AND USE TAXES, PURSUANT TO SECTIONS 5739.021, 5741.021, 5739.026 AND 5741.023 OF THE REVISED CODE, AT THE RATE OF THREE-QUARTERS OF ONE PERCENT (0.75%) LEVIED FOR A CONTINUING PERIOD OF TIME AND APPROVING A REDUCTION IN THE RATE OF TAXATION ON REAL PROPERTY IN DELAWARE COUNTY, PURSUANT TO R.C. 5705.313:

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

WHEREAS, pursuant to Resolution No. 98-616 passed by the Board of County Commissioners of Delaware County (“the Board”) on July 29, 1998 and approved by the electors of the County at the November 3, 1998 general election, the County currently levies an additional sales and use tax at the rate of one-half of one percent (0.50%), pursuant to sections 5739.021 and 5741.021, and an additional sales and use tax at the rate of one-quarter of one percent (0.25%), pursuant to sections 5739.026 and 5741.023, for a total additional sales and use tax at the rate of three-quarters of one percent (0.75%); and

WHEREAS, the current three-quarters of one percent (0.75%) sales and use tax shall expire on December 31, 2008; and

WHEREAS, the Board finds that current projected revenue of the County will be insufficient, upon expiration of the existing sales and use tax, to fund the current and projected budgets and responsibilities of the County and its various departments and elected officials, should a replacement sales and use tax not be enacted; and

WHEREAS, the current millage rate for current expenses of the County is 2.8 mills, and the number of mills not currently levied is 1.6 mills, which includes a 1.0 mill reduction established by Resolution No. 98-616 and a 0.6 mill reduction established by Resolution No. 06-1175, resulting in an actual current levy of 1.2 mills; and

WHEREAS, the current 1.0 mill property tax reduction approved in Resolution 98-616 shall expire on December 31, 2008; and

WHEREAS, section 5705.313(A)(1) of the Revised Code authorizes a board of county commissioners that has adopted a resolution pursuant to section 5739.021 or 5739.026 of the Revised Code to adopt an accompanying resolution reducing the rate of any property tax the county currently is levying for current expenses within the ten-mill limitation; and

Therefore be it Resolved, the Board of County Commissioners of the County of Delaware have fixed **Monday, the 30th day of April, 2007, at 7:30 PM and Thursday the 7th day of May at 7:30 PM** at the Commissioners Hearing Room at 101 North Sandusky Street as the dates, time and place of the public hearings by the Commissioners for the consideration of approving replacement sales and use taxes.

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

RESOLUTION NO. 07-394

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Jordan , seconded by Mr. Ward to adjourn into Executive Session at 10:55 AM.

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

RESOLUTION NO. 07-395

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 1:08 AM.

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

There being no further business, the meeting adjourned.

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Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners