

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 13, 2007

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

Present: Glenn A. Evans, James D. Ward

Absent: Kristopher W. Jordan

1:30 PM Viewing For Consideration Of The Dewitt, Whitney #520 Ditch Petition

PUBLIC COMMENT

RESOLUTION NO. 07-962

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 9, 2007 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the resolutions and records of the proceedings from regular meeting held August 9, 2007 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 07-963

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0810:

It was moved by Mr. Ward, seconded by Mr. Evans to approve payment of warrants in batch numbers CMAPR0810 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
Marion Ind. Electrical Supply	Rewind/Rebuild Mixer Motors	66290402-5328	\$ 6,522.00
Malcolm Pirnie Inc.	Continuing Education	66211902-5305	\$ 6,000.00
Davis Electric LTD.	Fix Electric Serv./Harriott Rd.	66290602-5338	\$ 5,150.00
Increases			
Squire Sanders	Legal Services	10011102-5361	\$ 15,000.00
Todays Learning Child	Day Care	22511607-5348	\$ 1,000.00
Todays Learning Child	Day Care	22511607-5348	\$ 1,000.00
Noah’s Ark Tippet	Day Care	22411610-5348	\$ 16,000.00
Noah’s Ark Harrison	Day Care	22411610-5348	\$ 17,000.00
Patricia Jones	Day Care	22411610-5348	\$ 15,000.00
Delaware Area Career	TANF Services	22511607-5350	\$ 300.00
Kathy Mckee	Day Care	22411610-5348	\$ 5,000.00
Noah’s Ark Harrison	Day Care	22411610-5348	\$ 700.00
Noah’s Ark Tippet	Day Care	22411610-5348	\$ 2,000.00
Patricia Jones	Day Care	22411610-5348	\$ 2,000.00
Kathy Mckee	Day Care	22411610-5348	\$ 1,500.00
Atrium	Residential Treatment	22411601-5348	\$ 4,500.00
Vouchers			
AEP	Serv/Various Co. Locations	66290402-533833802	\$ 48,498.57
AEP	Serv/Various Co. Locations	66290302-533833802	\$ 41,097.85
Synagro Midwest Inc.	Land Appl/Biosolids	66290303-5301	\$ 9,118.93
Genex Services Inc.	Transitional Work Program	75110902-5301	\$ 5,440.00
The Trane Company	Intellipak VFD Backup Unit for 140	10011105-5270	\$ 5,831.00
Trident	Security	10011102-5360	\$ 5,756.25
Tab Weisenstein Roofing	Radnor EMS Roof Replacement	40111402-5410	\$ 10,000.00
Tab Weisenstein Roofing	Rt. 23 North Roof Replacement	40111402-5410	\$ 9,380.00

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

RESOLUTION NO. 07 -964

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

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The Child Support Enforcement Agency is requesting that Cathleen Ross and Laura Marianck attend a JETS Training in Columbus, Ohio August 21-22, 2007, at no cost.

The Auditor’s Office is requesting that Jane Tinker attend a GFOA Conference in Columbus, Ohio September 11-13, 2007, at the cost of \$282.00.

The EMS Department is requesting that Sharon Creamer, Kathy Jewell, Mathew Weir and Elissa Sessley attend an Ohio AFCO In- Service Training at no cost.

The Commissioners Office is requesting that Letha George attend a GFOA Conference in Columbus, Ohio September 11-13, 2007, at the cost of \$310.00

The Engineer’s Office is requesting that Pat Blayney attend an Innovative Stormwater Practices in Columbus, Ohio August 16, 2007, at the cost of \$25.00.

The Department of Job and Family Services is requesting that April Riley, Shelly Melvin and Jody Schoff attend CRISE Training in Columbus, Ohio July 9-13, 2007, at the cost of \$70.26.

The Child Support Enforcement Agency is requesting that Kelly Mills attend a 2007 Leadership Workshop in Lancaster, Ohio August 27, 2007, at the cost of \$50.00.

The Department of Job and Family Services is requesting that Rhonda Leasure attend a Workforce Development Meeting in Columbus, Ohio August 15, 2007, at the cost of \$24.00.

The Department of Job and Family Services is requesting that Mona Reilly and Debra Benjamin attend the annual Job and Family Services Symposium in Columbus, Ohio September 19-20, 2007, at the cost of \$207.00.

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

RESOLUTION NO. 07-965

IN THE MATTER OF APPROVING AN AGREEMENT FOR OLENTANGY CROSSINGS EASTSIDE COMMERCIAL EXTENSION:

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

Olentangy Crossings Eastside Commercial Extension

OWNER’S AGREEMENT FOR STORM SEWERS

THIS AGREEMENT made and entered into this 13th day of August 2007 by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **LEWIS CENTER LLC**, hereinafter called the **OWNER**, as evidenced by the Engineering and Construction Plan entitled “**OLENTANGY CROSSINGS EASTSIDE COMMERCIAL EXTENSION**” which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

1. The **OWNER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
2. The **OWNER** shall pay the entire cost and expenses of their portion of said improvements.
3. The **OWNER** shall deposit **ONE THOUSAND FIVE HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **OWNER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **OWNER**.
4. The **OWNER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
5. The **OWNER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
6. The **OWNER** shall perform and complete all said improvements prior to **SEPTEMBER 30, 2008**.
7. The **OWNER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation “Uniform Traffic Control Devices”** and “**Traffic Control for Construction and Maintenance**”.
8. The **OWNER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.

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9. If the **OWNER** should become unable to carry out the provisions of this **AGREEMENT**, the **OWNER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
10. Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
11. In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to make the said improvements stipulated herein.

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

RESOLUTION NO. 07-966

IN THE MATTER OF APPROVING THE RELEASE OF THE MAINTENANCE BONDS FOR PIATT ROAD WIDENING FOR OLDEFIELD ESTATES AND PEACHBLOW ROAD WIDENING FOR OLDEFIELD ESTATES:

It was moved by Mr. Ward, seconded by Mr. Evans to release the maintenance bonds for the following:

Piatt Road Widening for Oldefield Estates

Your Board entered into agreement with M/I Homes of Central Ohio in July, 2005 for the above referenced project. This project has now been completed to the satisfaction of this office and The Engineer is , therefore, request approval to return the Bond being held as construction surety and release M/I Homes of their responsibility to this project. Available is a letter authorizing release of said Bond.

Peachblow Road Widening for Oldefield Estates

Your Board entered into agreement with M/I Homes of Central Ohio in July, 2005 for the above referenced project. This project has now been completed to the satisfaction of this office and The Engineer is , therefore, request approval to return the Bond being held as construction surety and release M/I Homes of their responsibility to this project. Available is a letter authorizing release of said Bond.

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

RESOLUTION NO. 07 -967

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

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

Permit #	Applicant	Location	Type of Work
U07108	AT&T	Worthington Road	Trench new cable

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

RESOLUTION NO. 07-968

IN THE MATTER OF APPROVING A DEPARTMENT OF THE ARMY LICENSE FOR A TEMPORARY WORK AREA IN CONJUNCTION WITH THE BRIDGE REPLACEMENT OVER LEATHERWOOD RUN ON NORTH OLD STATE ROAD:

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

**DEPARTMENT OF THE ARMY LICENSE
ALUM CREEK LAKE PROJECT
DELAWARE COUNTY, OHIO
TRACT NOS. 1101 AND 1101E**

THE SECRETARY OF THE ARMY, hereinafter referred to as the Secretary, acting under his general administrative powers, hereby grants to **DELAWARE COUNTY ENGINEER**, 50 Channing Street, Delaware, Ohio 43015 hereinafter referred to as the grantee, a license for a temporary work area in conjunction with the bridge replacement over Leatherwood Run of North Old State Road, over, across, in and upon lands of the United States as identified in Exhibit A, attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS LICENSE is granted subject to the following conditions:

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1. TERM

This license is granted for a term of one (1) year, beginning June 15, 2007, and ending June 14, 2008, but revocable at will by the Secretary.

2. CONSIDERATION

The consideration for this license is the operation and maintenance of the premises by the Lessee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

3. NOTICES

All notices and correspondence to be given pursuant to this license shall be addressed, if to the grantee, to Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015; and if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, U.S. Army Corps of Engineers, 502 Eighth Street, Huntington, West Virginia 25701-2070; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include any duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER

The use and occupation of the premises shall be subject to the general supervision and approval of the District Engineer, Huntington District hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITIONAL USE BY GRANTEE

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States;
- b. subject to the right of the United States to improve, use or maintain the premises
- c. subject to other outgrants of the United States on the premises;
- d. personal to the grantee, and this license, or any interest herein, may not be transferred or assigned.

8. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

9. COST OF UTILITIES

The grantee shall pay the cost, as determined by the officer having immediate supervision over the premises, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the grantee, including the grantee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

10. PROTECTION OF PROPERTY

The grantee shall keep the premises in good order and in a clean, safe condition by and at the expense of the grantee. The grantee shall be responsible for any damage that may be caused to property of the

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United States by the activities of the grantee under this license, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the grantee in an amount necessary to restore the property to a condition satisfactory to said officer.

11. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the grantee, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

12. RESTORATION

On or before the expiration of this license or its termination by the grantee, the grantee shall vacate the premises, remove the property of the grantee, and restore the premises to a condition satisfactory to said officer. If, however, this license is revoked, the grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the District Engineer may designate. In either event, if the grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefor, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the premises.

13. NON-DISCRIMINATION

The grantee shall not discriminate against any person or persons or exclude them from participation in the grantee's operations, programs or activities because of race, color, religion, sex, age, handicap or national origin in the conduct of operations on the premises. The grantee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

14. TERMINATION

This license may be terminated by the grantee at any time by giving the District Engineer at least ten (10) days notice in writing provided that no refund by the United States of any consideration previously paid shall be made and provided further, that in the event said notice is not given at least ten (10) days prior to the rental due date, the grantee shall be required to pay the consideration for the period shown in the Condition on **CONSIDERATION**.

15. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local government agency are hereby made a condition of this license. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the grantee's activities, the grantee shall be liable to restore the damaged resources.

c. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

16. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

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17. DISCLAIMER

This license is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this license does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provision of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33.U.S.C. 403), and Section 404 of the Clean Waters Act (33 U.S.C. 1344).

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

RESOLUTION NO. 07-969

IN THE MATTER OF AMENDING THE CHILD CARE SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDER BRIANNA KINNIARD; T & J ACADEMY; ARLEEN SUNKLE AND KIDDIE ACADEMY:

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

Brianna Kinniard

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 2

This amendment, effective July 6, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Brianna Kinniard entered into on the 1st day of January 2007.

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$30,000 to \$50,000.

T & J Academy

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1

This amendment, effective April 29, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and T & J Academy entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

(1)	<u>Basic Rates:</u>			
		Full Time	Part Time	Hourly
	Infant	\$ 180.00	\$ 157.15	\$ 8.76
	Toddler	\$ 160.00	\$ 132.80	\$ 8.15
	Pre-School	\$ 150.00	\$ 102.58	\$ 5.84
	Schoolage	\$ 106.58	\$ 78.32	\$ 5.47
	Before Only	\$ 50.00	\$ 50.00	\$ 5.47
	After Only	\$ 58.00	\$ 58.00	\$ 5.47
	Before & After	\$ 90.00	\$ 78.32	\$ 5.47
	Schoolage Summer	\$ 140.00	\$ 104.31	\$ 6.40
	(summer rates are only for the summertime off school, only used during the months of: May, June, July, August and September).			

Arleen Sunkle

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1

This amendment, effective April 29, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Arleen Sunkle entered into on the 1st day of January, 2007.

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Article 4. Cost and Delivery of Purchased Services:

(2)	<u>Basic Rates:</u>			
		Full Time	Part Time	Hourly
	Infant	\$ 130.00	\$ 85.00	\$ 5.00
	Toddler	\$ 125.00	\$ 80.00	\$ 4.50
	Preschool	\$ 120.00	\$ 75.00	\$ 4.00
	Schoolage	\$ 105.00	\$ 70.00	\$ 3.25

Kiddie Academy

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 2

This amendment, effective July 1, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kiddie Academy entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

(3)	<u>Basic Rates:</u>			
		Full Time	Part Time	Hourly
	Schoolage	\$ 106.58	\$ 78.32	\$ 5.39
	Schoolage Summer	\$ 153.80	\$ 104.31	\$ 6.40

(summer rates are only for the summertime off school, only used during the months of: May, June, July, August and September).

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

RESOLUTION NO. 07-970

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND ADRIEL SCHOOL INC. AND OESTERLEN SERVICES FOR YOUTH FOR CHILD PLACEMENT SERVICES:

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

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Adriel School P.O. Box 188 West Liberty, Ohio 43357	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
Oesterlen Services for Youth 1918 Mechanicsburg Road Springfield, Ohio 45503	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

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

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

RESOLUTION NO. 07-971

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IN THE MATTER OF APPROVING AN APPLICATION FOR A JUVENILE COURT DEPARTMENT OF YOUTH SERVICES SUBSIDY GRANT:

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

Department of Youth Services Subsidy Grant. A summary of the grant is as follows:

1. Title: ODYS Youth Subsidy Grant
- Source: ODYS
- Grant Period: July 1, 2007 to June 30, 2008
- RECLAIM Amount:

Youth Services Amount:

Match:

Total Grant Amount:

\$ 308660.03

\$ 180,596.00

\$ 0.00

\$ 489,256.03

This grant provides funding for the following program areas: Family Preservation/Home Based Services, Restitution / Community Service, Diversion, Probation, Monitoring / Surveillance, Residential Treatment, and Transportation. These programs allow the Juvenile Court to provide services to a wide array of juvenile offenders and their families. Services provided range from short-term intervention with low-risk first-time minor misdemeanor offenders through to long-term residential treatment for high-risk repeat misdemeanor and felony offenders. This grant funds twenty-three staff members. All staff members paid from this grant are aware that their positions are contingent upon continued grant funding. No match funding is required for this grant.

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

RESOLUTION NO. 07 -972

IN THE MATTER OF APPROVING AGREEMENT BETWEEN THE DELAWARE GENERAL HEALTH DISTRICT AND THE DELAWARE COUNTY ADULT COURT SERVICES DEPARTMENT FOR AN ADULT LITTER COLLECTION CREW:

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

APPROVING AGREEMENT BETWEEN THE DELAWARE GENERAL HEALTH DISTRICT AND THE DELAWARE COUNTY ADULT COURT SERVICES DEPARTMENT FOR AN ADULT LITTER COLLECTION CREW

This Agreement is made and concluded at Delaware, Ohio this 13th day of August, 2007 by and between the Board of Health of the Delaware General Health District (hereinafter referred to as the “Board”) whose address is 1 West Winter Street, Delaware, Ohio 43015 and the Delaware County Adult Court Services Department (hereinafter referred to as the “Department”), whose address is 22 Court Street, Delaware, Ohio 43015 (hereinafter collectively the “Parties”).

WHEREAS, the Board is in need of a supervised adult crew to provide seasonal litter collection within the Delaware General Health District (hereinafter “Health District”); and,

WHEREAS, the Department is qualified and willing to provide such services as may be needed by the Board.

NOW THEREFORE, for good and valuable consideration and the mutual obligations contained herein, it is hereby mutually understood and agreed as follows:

1. TERM

The term of this Agreement shall be inclusive of August 15, 2007 through December 31, 2007.

2. SCOPE OF SERVICES:

The Department hereby agrees to implement and provide a supervised adult crew to provide seasonal litter collection within the Health District (hereinafter the “Services”). The Services shall be rendered in accordance with the following:

- A. Fifty-One (51) hours of Services shall be rendered during the term of this Agreement.
- B. The Services shall be rendered upon the request of the Board or its duly appointed representative.
- C. The Services shall be rendered at locations mutually determined and agreed upon by the Department and the Board or its duly appointed representative.

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- D. The Services shall only be rendered within the geographical boundaries of the Health District.
- E. The Department shall provide supervision for the adult crew in the form of a supervisor(s). At a minimum, any and all such supervisor(s) shall meet all of the following requirements:
- i. The supervisor(s) shall be at least of Twenty-One (21) years old,
 - ii. The supervisor(s) shall possess a current and valid Ohio driver's license,
 - iii. The supervisor(s) shall have a safe driving record verified by a driver's license check,
 - iv. The supervisor(s) shall provide proof of current and valid motor vehicle insurance,
 - v. The supervisor(s) shall pass a background check investigation performed in accordance with the law and this Agreement.
- F. At all times while the Services are being performed, the adult crew will be staffed by at least one (1) supervisor.
- G. While the Services are being performed and while under the supervision of the Department for the purpose of performing the Services, the Department shall conform to and exercise good labor supervision practices. The Department shall exercise reasonable care in the supervision of and assume the responsibility for the safety and well being of those individuals assigned to perform the Services.
- H. So long as approved by the Board, litter collection bags to be used for the Services will be provided by the Board.
- I. The Department shall provide for the safe transportation of the litter collection crew.
- J. Unless otherwise provided in this Agreement, all equipment and supplies need to perform the Services, such as safety equipment, vehicle(s), etc . . . , shall be provided by the Department.
- K. Unless otherwise provided for by this Agreement, any and all expenses related to the provision of the Services shall be the responsibility of the Department.
- L. The Department, when requested by the Board or its authorized representative, shall participate in staff meetings and discussions with Board personnel and staff for the purpose of planning and evaluating the progress of the Services.
- M. The Department shall prepare and compile all records and reports relating to the Services as required by the Board. The Department shall forward all such records and reports to the Board or its designated representative by the 1st day of the reporting months of October 2007 and January 2008. The Board shall incorporate the records and reports into its litter records.
- N. In addition to that which is provided in this Agreement, in implementing and providing the Services, the Department shall conform and act in accordance with all applicable Delaware County, Board and Department policies and procedures, including, but not limited to, personnel qualifications and necessary background checks.
- O. The Services shall be rendered in accordance with all federal, state, and local laws.

3. REMUNERATION

In exchange for providing the Services, the Board shall pay to the Department a total of One Thousand Dollars and No Cents (\$1,000.00). Such amount shall be paid by the Board to the Department in two (2) installments. The first installment shall be in the amount of Five Hundred Dollars and No Cents (\$500.00), which the Board shall pay to the Department on or before August 29, 2007. The second installment shall be in the amount of Five Hundred Dollars and No Cents (\$500.00), which the Board shall pay to the Department prior to the expiration of the term of this Agreement.

The Department shall provide the Board a proper and detailed invoice in advance of the due date and/or payment of each installment.

4. TAXES

The Department agrees to be responsible for all tax liability that accrues as a result of this Agreement. The Department further acknowledges that the Board has no responsibility for the tax liability of the Department.

5. BACKGROUND CHECKS

The Department, at its own expense and in accordance with law, shall, at a minimum, conduct BCI background

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checks of any and all persons employed and/or acting on behalf of the Department as a supervisor of the adult crews.

6. INSURANCE

The Department shall carry and maintain throughout the life of this Agreement such bodily injury and property damage liability insurance and vehicle (automobile) insurance as will protect it and the Board, the Delaware General Health District, the Delaware County Board of County Commissioners, Delaware County and their respective board members, officers, employees, agents, representatives, servants, and volunteers against any and all claims for personal injury, including death, or property damage, which may arise from the performance of or operations under this Agreement or from the use of any vehicle(s) in connection therewith.

Prior to commencement of this Agreement and at any other times requested by the Board, the Department shall present to the Board current certificates of insurance, and shall maintain such insurance during and throughout the term of this Agreement. If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the Board within seven (7) calendar days of change.

7. PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS/RELEASE OF LIABILITY

The Department and Board, each as a governmental entities, lack authority to indemnify. As such, the Department and Board agree 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. The Department and the Board 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. The Department further agrees and shall release the Board from any and all liability for any accident, damages, loss, injury or death sustained by the Department, the Department's officers, employees, agents, representatives, volunteers, and servants, and/or any participant while performing the Services under this Agreement.

8. INDEPENDENT CONTRACTOR

The Department agrees that it shall act in performance of this Agreement as an independent contractor. The Department and the Board agree 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. The Department agrees that, as an independent contractor, the Department assumes all responsibility for any federal state, municipal, and/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.

9. TERMINATION

A. Termination for the Convenience:

The Parties may terminate this Agreement at any time and for any reason when it is determined by the Parties to be in their best interest to do so by giving at least thirty (30) days advance notice, in writing, to the other party. The Department 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. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the aggrieved party shall provide written notice of the breach or default to the breaching or defaulting party and permit the breaching or defaulting party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, the Department shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. Effect of Waiver of any Occurrence of Breach or Default:

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 either party fails to perform an obligation or obligations under this Agreement and such failure(s) is (are) waived by the other party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by either party shall be authorized in writing and signed by an individual authorized to agree to such a waiver.

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10. USE OF RECORDS

The Department agrees that, without prior permission of the Board, it will not use any information, systems, or records made available to it or generated by it in relation to this Agreement for any purpose other than to fulfill the contractual duties specified herein.

11. NON-DISCRIMINATION/EQUAL OPPORTUNITY

The Department hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, sexual orientation, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which this Agreement relates.

The Department further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, sexual orientation, or ancestry.

The Department certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

The Department certifies that it complies with Title VI and VII of the 1964 Civil Rights Act and all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

12. 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 effective on the date received :

DEPARTMENT:

Doug Missman
Delaware County Adult
Court Services Department
22 Court Street
Delaware, Ohio 43015

BOARD:

Frances M. Veverka
Health Commissioner
Delaware General Health District
1 West Winter Street
Delaware, Ohio 43015

13. FINDINGS FOR RECOVERY

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

14. DMA FORM STATEMENT

The Department 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 Department 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.

15. 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 Departments of Delaware County, Ohio.

16. 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 to be complied with

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17. AUTHORITY TO SIGN

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

The Health Commissioner was authorized to enter into this Agreement on behalf of the Board by resolution duly adopted by the Board on April 24, 2007.

18. ENTIRE AGREEMENT

This Agreement (and its Attachments) shall constitute the entire understanding and agreement between the Board and the Department, 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 Absent Mr. Evans Aye

RESOLUTION NO. 07 -973

IN THE MATTER OF APPROVING AGREEMENT BETWEEN THE DELAWARE GENERAL HEALTH DISTRICT AND THE DELAWARE COUNTY JUVENILE COURT FOR JUVENILE COURT REFERRAL LITTER COLLECTION:

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

AGREEMENT BETWEEN THE DELAWARE GENERAL HEALTH DISTRICT AND THE DELAWARE COUNTY JUVENILE COURT FOR JUVENILE COURT REFERRAL LITTER COLLECTION

This Agreement is made and concluded at Delaware, Ohio this 13th day of August, 2007 by and between the Board of Health of the Delaware General Health District (hereinafter referred to as the “Board”) whose address is 1 West Winter Street, Delaware, Ohio 43015 and the Delaware County Juvenile Court (hereinafter referred to as the “Court”), whose address is 88 North Sandusky Street, Delaware, Ohio 43015 (hereinafter collectively the “Parties”).

WHEREAS, the Board is in need of a supervised juvenile crew to provide seasonal litter collection within the Delaware General Health District (hereinafter “Health District”); and,

WHEREAS, the Court is qualified and willing to provide such services as may be needed by the Board.

NOW THEREFORE, for good and valuable consideration and the mutual obligations contained herein, it is hereby mutually understood and agreed as follows:

1. TERM

The term of this Agreement shall be inclusive of August 15, 2007 through December 31, 2007.

2. SCOPE OF SERVICES:

The Court hereby agrees to implement and provide a supervised juvenile crew to provide seasonal litter collection within the Health District (hereinafter the “Services”). The Services shall be rendered in accordance with the following:

- A. Two Hundred Five (205) hours of Services shall be rendered during the term of this Agreement.
- B. The Services shall be rendered upon the request of the Board or its duly appointed representative.
- C. The Services shall be rendered at locations mutually determined and agreed upon by the Court and the Board or its duly appointed representative.
- D. The Services shall only be rendered within the geographical boundaries of the Health District.
- E. The Court shall provide supervision for the juvenile crew in the form of a supervisor(s). At a minimum, any and all such supervisor(s) shall meet all of the following requirements:
 - i. The supervisor(s) shall be at least of Twenty-One (21) years old,

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- ii. The supervisor(s) shall possess a current and valid Ohio driver's license,
- iii. The supervisor(s) shall have a safe driving record verified by a driver's license check,
- iv. The supervisor(s) shall provide proof of current and valid motor vehicle insurance,
- v. The supervisor(s) shall pass a background check investigation performed in accordance with the law and this Agreement.

F. At all times while the Services are being performed, the juvenile crew will be staffed by at least one (1) supervisor.

G. While the Services are being performed and while under the supervision of the Court for the purpose of performing the Services, the Court shall conform to and exercise good youth supervision practices. The Court shall exercise reasonable care in the supervision of and assume the responsibility for the safety and well being of those individuals assigned to perform the Services.

H. So long as approved by the Board, litter collection bags to be used for the Services will be provided by the Board.

I. The Court shall provide for the safe transportation of the litter collection crew.

J. Unless otherwise provided in this Agreement, all equipment and supplies need to perform the Services, such as safety equipment, vehicle(s), etc . . . , shall be provided by the Court.

K. Unless otherwise provided for by this Agreement, any and all expenses related to the provision of the Services shall be the responsibility of the Court.

L. The Court, when requested by the Board or its authorized representative, shall participate in staff meetings and discussions with Board personnel and staff for the purpose of planning and evaluating the progress of the Services.

M. The Court shall prepare and compile all records and reports relating to the Services as required by the Board. The Court shall forward all such records and reports to the Board or its designated representative by the 1st day of the reporting months of October 2007 and January 2008. The Board shall incorporate the records and reports into its litter records.

N. In addition to that which is provided in this Agreement, in implementing and providing the Services, the Court shall conform and act in accordance with all applicable Delaware County, Board and Court policies and procedures, including, but not limited to, personnel qualifications and necessary background checks.

O. The Services shall be rendered in accordance with all federal, state, and local laws.

3. REMUNERATION

In exchange for providing the Services, the Board shall pay to the Court a total of Two Thousand Six Hundred Dollars and No Cents (\$2,600.00). Such amount shall be paid by the Board to the Court in two (2) installments. The first installment shall be in the amount of One Thousand Six Hundred Dollars and No Cents (\$1600.00), which the Board shall pay to the Court on or before August 29, 2007. The second installment shall be in the amount of One Thousand Dollars and No Cents (\$1000.00), which the Board shall pay to the Court prior to the expiration of the term of this Agreement.

The Court shall provide the Board a proper and detailed invoice in advance of the due date and/or payment of each installment.

4. TAXES

The Court agrees to be responsible for all tax liability that accrues as a result of this Agreement. The Court further acknowledges that the Board has no responsibility for the tax liability of the Court.

5. BACKGROUND CHECKS

The Court, at its own expense and in accordance with law, shall, at a minimum, conduct BCI background checks of any and all persons employed and/or acting on behalf of the Court as a supervisor of the juvenile crews.

6. INSURANCE

The Court shall carry and maintain throughout the life of this Agreement such bodily injury and property damage liability insurance and vehicle (automobile) insurance as will protect it and the Board, the Delaware General Health District, the Delaware County Board of County Commissioners, Delaware County and their respective board members, officers, employees, agents, representatives, servants, and volunteers against any and all claims for personal injury, including death, or property damage, which may arise from the performance

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of or operations under this Agreement or from the use of any vehicle(s) in connection therewith.

Prior to commencement of this Agreement and at any other times requested by the Board, the Court shall present to the Board current certificates of insurance, and shall maintain such insurance during and throughout the term of this Agreement. If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the Board within seven (7) calendar days of change.

7. PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS/RELEASE OF LIABILITY

The Court and Board, each as a governmental entities, lack authority to indemnify. As such, the Court and Board agree 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. The Court and the Board 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. The Court further agrees and shall release the Board from any and all liability for any accident, damages, loss, injury or death sustained by the Court, the Court's officers, employees, agents, representatives, volunteers, and servants, and/or any participant while performing the Services under this Agreement.

8. INDEPENDENT CONTRACTOR

The Court agrees that it shall act in performance of this Agreement as an independent contractor. The Court and the Board agree 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. The Court agrees that, as an independent contractor, the Court assumes all responsibility for any federal state, municipal, and/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.

9. TERMINATION

A. Termination for the Convenience:

The Parties may terminate this Agreement at any time and for any reason when it is determined by the Parties to be in their best interest to do so by giving at least thirty (30) days advance notice, in writing, to the other party. The Court 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. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the aggrieved party shall provide written notice of the breach or default to the breaching or defaulting party and permit the breaching or defaulting party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, the Court shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. Effect of Waiver of any Occurrence of Breach or Default:

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 either party fails to perform an obligation or obligations under this Agreement and such failure(s) is (are) waived by the other party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by either party shall be authorized in writing and signed by an individual authorized to agree to such a waiver.

10. USE OF RECORDS

The Court agrees that, without prior permission of the Board, it will not use any information, systems, or records made available to it or generated by it in relation to this Agreement for any purpose other than to fulfill the contractual duties specified herein.

11. NON-DISCRIMINATION/EQUAL OPPORTUNITY

The Court hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as

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defined in section 4112.01 of the Revised Code, national origin, sexual orientation, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which this Agreement relates.

The Court further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, sexual orientation, or ancestry.

The Court certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

The Court certifies that it complies with Title VI and VII of the 1964 Civil Rights Act and all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

12. 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 effective on the date received :

COURT:	BOARD:
Judge Kenneth J. Spicer Delaware County Juvenile Court 88 North Sandusky Street Delaware, Ohio 43015	Frances M. Veverka Health Commissioner Delaware General Health District 1 West Winter Street Delaware, Ohio 43015

13. FINDINGS FOR RECOVERY

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

14. DMA FORM STATEMENT

The Court 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 Court 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.

15. 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.

16. 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 to be complied with.

17. AUTHORITY TO SIGN

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

The Health Commissioner was authorized to enter into this Agreement on behalf of the Board by resolution

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duly adopted by the Board on April 24, 2007.

18. ENTIRE AGREEMENT

This Agreement (and its Attachments) shall constitute the entire understanding and agreement between the Board and the Court, 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 Absent Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 07-974

IN THE MATTER OF AMENDING RESOLUTION 07-73 FOR THE PURPOSE OF APPROVING A WIRELESS ADDENDUM AND THE AMENDING THE EXISTING DELAWARE COUNTYWIDE 9-1-1 PLAN:

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

WHEREAS, the Delaware County Board of Commissioners appointed a 9-1-1 Planning Committee on January 16, 2007 to amend the Countywide 911 Plan to incorporate changes of wireless 911 service in accordance with operating standard 06-01 of the State of Ohio 911 Council; and

WHEREAS, Delaware City and Delaware County have recently reached a Consolidation Agreement which, among other things, provides for the consolidation of the city’s public safety answering point with the County’s 9-1-1 Center;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners amend resolution 07-73 to authorize the 9-1-1 Planning Committee to review and amend the 9-1-1 Plan to be consistent with the Consolidation Agreement and in accordance with Ohio Revised Code §4931.45

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

RESOLUTION NO. 07-975

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR GLEN OAK SECTION 4 AND GLEN OAK SECTION 6:

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

Glen Oak Section 4	1,334 feet of 8-inch sewer	6 manholes
Glen Oak Section 6	1,977 feet of 8-inch sewer	9 manholes

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

RESOLUTION NO. 07-976

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Recommendation to hire Tiffany Jenkins as an Environmental Services Engineer; effective August 13, 2007.

Michael Lee has resigned his position as an Operator with the OECC Department; effective date July 27, 2007.

Charles Hammond has resigned his position as an Operator with the OECC Department; effective date August 10, 2007.

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

RESOLUTION NO. 07-977

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; FOR PENDING OR IMMINENT LITIGATION AND FOR LAND ACQUISITION:

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It was moved by Mr. Evans, seconded by Mr. Ward to adjourn into Executive Session at 9:25AM.

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

RESOLUTION NO. 07-978

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mr. Evans to adjourn out of Executive Session at 10:45AM.

Vote on Motion Mr. Jordan Absent 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