

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 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, Kristopher W. Jordan, James D. Ward

PUBLIC COMMENT

RESOLUTION NO. 07-1390

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 8, 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 November 8, 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. 07-1391

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1109:

It was moved by Mr. Ward, seconded by Mr. Evans to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1109, and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
<b>PO's</b>			
G. and G. Enterprises	RLF Ostrander Drainage Imp.	23111709-5365	\$ 20,000.00
G. and G. Enterprises	FY'06 Ostrander Drainage Imp.	23011704-5365	\$ 5,000.00
Isaac, Brant, Ledman & Teetor	Legal Fees for Henry Case	60111901-5370	\$ 5,500.00
<b>Increases</b>			
WADAD	Lease	10011105-5335	\$ 11,116.40
BP Gas	Fuel	10011106-5228	\$ 12,000.00
Village Network	Residential Treatment	22511607-5342	\$ 1,663.14
Christian Children's Home	Residential Treatment	22511607-5342	\$ 9,000.00
AEP	Alum Creek Service	66290407-5338	\$ 20,000.00
Central Ohio Contractors	Plans Service	66290403-5380	\$ 40,000.00
VWR Scientific Corp	Water Pump Repair OECC	66290304-5246	\$ 6,000.00
Life Point Christian	Residential Treatment	22411610-5348	\$ 5,000.00
Leslie Kinniard	Day Care	22411610-5348	\$ 5,000.00
Kiddie Academy	Day Care	22411610-5348	\$ 15,000.00
<b>Vouchers</b>			
LaPetite Academy/E. Walnut St.	Day Care	22411610-5348	\$ 5,738.46
Pomegranate Health Systems	Residential Treatment	22511608-5342	\$ 9,450.00
CEBCO	Dec 2007 Premiums & Claims	60211902-5370	\$ 764,040.98
Pitney Bowes	Postage for Co. Offices	10011105-5331	\$ 7,000.00
Commercial Office Interiors	Extinguisher HD recliners	10011303-5255	\$ 12,430.00
Wadad Investment Group	Bldg/Land Rental 12 Troy Rd.	10011105-533533502	\$ 11,116.40
G. Marchi & Son	FY'06-RLF-Galena-ADA-curbs,ramps,sidewalks	23011704-5365	\$ 12,000.00
Adventure Academy	Day Care	22411610-5348	\$ 7,605.00
Family & Children First Council	Help Me Grow	22411601-5348	\$ 64,808.10
The Village Network	Residential Treatment	22511607-5342	\$ 67,291.50
The Village Network	Residential Treatment	22511608-5342	\$ 15,375.24
Mathews Kennedy	Ford Escape Sanitary Engineer	68011916-5450	\$ 20,569.53
AEP	Service Utility	66290402-5338	\$ 44,233.97
Priority Dispatch	Maint Agreement Pro QA ESP	21411306-5325	\$ 8,828.00
B& C Communications	Radio Accessories	21411306-5250	\$ 11,625.34
<b>Memo Transfer</b>			
<b>From</b>	<b>To</b>		
CSEA	Juvenile Court	Court Contract	\$ 6,722.51
23711630-5360	10026201-4245	Billing	

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

RESOLUTION NO. 07 -1392

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

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Juvenile Court is requesting that Bobby Massie and Laurie Scholz attend a Bridges Out Of Poverty Seminar in Delaware County November 13-14, 2007, at the cost of \$50.00.

Juvenile Court is requesting that Judge Spicer attend a Judicial College Training in Columbus, Ohio December 13, 2007, at the cost of \$50.00.

Juvenile Court is requesting that Sharon McCollister attend a Divorce, Support, and Custody Meeting in Columbus, Ohio December 4, 2007, at the cost of \$50.00.

The Commissioners’ Office is requesting Glenn Evans attend a Regional Summit Meeting on October 18-19, 2007 in Youngstown, Ohio at the cost of \$83.98.

The Commissioners’ Office is requesting that James D. Ward and Glenn Evans attend the CCAO Winter Conference in Columbus, Ohio December 2-5, 2007, at the cost of \$470.00.

The Administrative Services Department is requesting that Gina Fasone attend a Department of Labor Seminar in Zanesville, Ohio November 14, 2007, at the cost of \$25.00.

The Department of Job and Family Services is requesting that Brigitte Poleyn attend a Bridges Out of Poverty Seminar in Delaware County November 13-14, 2007, at the cost of \$25.00,

Juvenile Court is requesting that Judge Spicer attend the Ohio Association of Juvenile Court Judges Meeting in Columbus, Ohio December 14, 2007, at no cost.

The Engineer’s Office is requesting that Jack Jennings attend an AUTODAC and GIS Class in Columbus, Ohio January 7-March 22, 2008, at the cost of \$500.00.

The Auditor’s Office is requesting that Seiji Kille attend an AGA Central Ohio Conference in Columbus, Ohio December 3-4, 2007, at the cost of \$294.40.

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

Commissioner Jordan is now present

RESOLUTION NO. 07-1393

IN THE MATTER OF APPROVING THE TREASURER’S REPORT:

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

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

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

RESOLUTION NO. 07-1394

IN THE MATTER OF APPROVING PLATS FOR NORTHSTAR SECTION 1 GOLF COURSE AND NORTHSTAR SECTION 1A:

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

Northstar Section 1 Golf Course

Situated In The State Of Ohio, County Of Delaware, Township Of Berkshire, Farm Lots 1 (41.669 Acres), 2 (120.488 Acres And 3 (110.349 Acres), Tier 1, Quarter Township 2, Township 4, Range 17, United States Military Lands, Containing 272.506 Acres Of Land, More Or Less, Said 272.506 Acres Being Comprised Of Part Of Those Tracts Of Land Conveyed To Northstar Golf Llc. By Deed Of Record In Official Record 417, Page 1036, (229.029 Acres) And Part Of That Tract Of Land Conveyed To Northstar Land Development, Inc. By Deed Of Record In Official Record 692, Page 839 (43.477 Acres) All References Being To Those Of The Recorder’s Office, Delaware County, Ohio. Cost \$3.00.

Northstar Section 1A

Situated In The State Of Ohio, County Of Delaware, Township Of Berkshire, Farm Lots 2, 3, And 4, Middle Tier, And Farm Lots 1 And 2 Eastern Tier, Quarter Township 2, Township 4, Range 17, United States Military Land ,

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

Containing 336.292 Acres Of Land, (100.211 Acres Of Said 336.292 Acres Being In Farm Lot 2, 192.597 Acres Of Said 336.292 Acres Being In Farm Lot 3, And 25.818 Acres Of Said 336.292 Acres Being In Farm Lot 4, Middle Tier, And 9.532 Acres Of Said 336.292 Acres Being In Farm Lot 1, 6.252 Acres Of Said 336.292 Acres Being In Farm Lot 2, And 1.882 Acres Of Said 336.292 Acres Being In Farm Lot 3, Eastern Tier), More Or Less, Said 336.292 Acres Being Part Of Those Tracts Of Land Conveyed To Northstar Land Development Inc. By Deeds Of Record In Official Record 697, Page 151m (318.626 Acres And) And Official Record 692, Page 839 (17.666) Acres All References Being To Those Of The Recorder's Office, Delaware County, Ohio Cost \$9.00.

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

**RESOLUTION NO. 07-1395**

**IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENT FOR HIDDEN CREEK SECTION 1:**

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

**Hidden Creek Section 1**

**PROJECT AGREEMENT  
PROJECT NUMBER: 07068**

**THIS AGREEMENT**, executed on this 13<sup>th</sup> day of November 2007 between **HIDDEN CREEK ESTATES LLC**, hereinafter called "**OWNER**" and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO (COUNTY COMMISSIONERS)**, for the project described as **HIDDEN CREEK SECTION 1**, further identified as Project Number **070688** is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

**OPTIONS:**

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete. Then the **OWNER** shall execute approved financial warranties acceptable to the **COUNTY COMMISSIONERS**, forms of which are attached to this **AGREEMENT** as **Exhibit "B"**, equal to 20% of the cost of construction as shown in **Exhibit "A"** attached hereto.

**OWNER** hereby elects to use Option 1 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County, and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

**All public improvement construction** shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **SIXTY THOUSAND SEVEN HUNDRED DOLLARS (\$60,700)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the Delaware County Commissioners the remaining amount in the fund shall be returned to the **OWNER**.

**Upon the completion of construction**, the **OWNER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

**Acceptance of the project** into the public system shall be completed only after written notice to the

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

COUNTY COMMISSIONERS from the County Engineer of his approval. The OWNER’S maintenance responsibility as described above shall be completed upon formal acceptance by the COUNTY COMMISSIONERS.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the OWNER. All of the funds set forth in the AGREEMENT shall be made available to the County Engineer to ensure proper safety compliance.

The OWNER shall, within thirty (30) days of completion of construction and prior to final acceptance, furnish to the COUNTY COMMISSIONERS, as required, “as built” drawings of the improvements, which plans shall become the property of the COUNTY and remain in the office of the Delaware County Engineer.

The OWNER shall, within thirty (30) days of completion of construction, furnish to the COUNTY COMMISSIONERS an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The OWNER shall indemnify and hold harmless Delaware County, and all Townships and/or Villages within Delaware County and all of their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The OWNER shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The OWNER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the OWNER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

Should the OWNER 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.

In consideration whereof, the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO, hereby grants the OWNER or his agent, the right and privileges to make the improvements stipulated herein.

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

RESOLUTION NO. 07-1396

IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR LITTLE BEAR VILLAGE SECTION 1 AND NORTHSTAR SECTION 1 – WILSON ROAD:

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

Little Bear Village Section 1

The roadway construction has been completed for the referenced subdivision and, as the results of The Engineer’s recent field review, he has determined that minor remedial work will be required during the 2008 construction season.

In accordance with the Subdivider’s Agreement, The Engineer recommends that the maintenance bond be set at \$191,500 for the duration of the one year maintenance period. A Letter of Credit in that amount is available. He also request approval to return the Letters of Credit being held as construction surety to the developer, Little Bear Development LLC.

Northstar Section 1 – Wilson Road

The roadway construction has been completed for the referenced subdivision and, as the results of The Engineer’s recent field review, he has determined that minor remedial work will be required during the 2008 construction season.

In accordance with the Subdivider’s Agreement, The Engineer recommends that the maintenance bond be set at \$493,000 for the duration of the one year maintenance period. A Bond in that amount is available.

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

RESOLUTION NO. 07-1397

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

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

Permit #	Applicant	Location	Type of Work
U07144	Columbia Gas	Sawmill Road	Install gas mains
U07148	AT&T	N. Hampton Drive/Liberty Lane/Wellington Boulevard	Install cabinet/cable/conduit
U07149	AT&T	Sawmill Parkway	Place buried cable

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

U07153	Del-Co Water	Center Village Road	Install road bore for waterline
U07154	American Electric Power	Jewett Road	Trench & backfill trench and pull cable
U07155	Del-Co Water	River Road	Install waterline

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

RESOLUTION NO. 07 -1398

IN THE MATTER OF APPROVING AN AGREEMENT FOR GENERAL UTILITY EASEMENTS BY AND BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND NORTHSTAR LAND LLC:

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

AGREEMENT FOR GENERAL UTILITY EASEMENTS

THIS AGREEMENT ("Agreement") is made this 13<sup>TH</sup> day of November 2007, by and between NORTHSTAR LAND, LLC, an Ohio limited liability company, whose mailing address is 41 South High Street, Suite 1010, Columbus, Ohio 43215 (herein referred to as "Grantor") and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, 01110, or its duly authorized agents or, contractors, successors and assigns, with offices at 1.01 North Sandusky Street, Delaware, Ohio 43015 (herein referred to as "(Grantee)").

WITNESSETH:

WHEREAS, Grantor is the owner of those tracts of land in the State of Ohio, County of Delaware, Township of Kingston, a 0.208 +/- acre tract referred to in this Agreement as "Tract 1" as depicted on Exhibit "C" and as more specifically described on Exhibit "A" with said exhibits attached hereto and made a part hereof by this reference.

WHEREAS, Grantor is the owner of those tracts of land in. the State of Ohio, County of Delaware, Township of Berkshire, a 1.673 +/- acre tract referred to in this Agreement as "Tract 2" as depicted on Exhibit "C" and as more specifically described on Exhibit "B" with said exhibits attached hereto and made a part hereof by this reference.

WHEREAS, together said tracts of land shall be hereinafter referred to as "Easement Areas".

WHEREAS, Grantee, or its duly authorized agents or contractors, successors and assigns are desirous of a general utility easement on, over, through, under and across Easement Areas to construct, install, operate, repair, replace, relocate, inspect and maintain, public utility facilities together with the right of ingress and egress at all reasonable times.

NOW THEREFORE, Grantor, for One Dollar and No/100 (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants to Grantee and its successors and assigns forever, the right and easement to construct, install, operate, repair, replace, relocate, inspect and maintain, public and private utility facilities, including, but not limited to, water, gas, electric and telephone lines and storm and sanitary sewer lines, together with the right of ingress and egress at all reasonable times for the purposes aforesaid, and forever to have and to hold such rights and easement under the conditions herein set forth, on, over, through, under and across said Easement Areas. Grantor shall not erect any buildings, fences, structures or other obstructions of any type upon the Easement Areas described herein without the written consent of the Grantee. Grantor, for itself, its successors and assigns, covenants with Grantee, its successors and assigns, that the Grantor is lawfully seized of the premises it fee simple, that said premises are free and clear from all liens and encumbrances, and that it will forever warrant and defend the same unto the Grantee, its successors and assigns, against all claims of all persons whomsoever.

THIS EASEMENT IS MADE SUBJECT TO TIE FOLLOWING:

1. Grantor shall have the right to use and enjoy “Tract 1" and "Tract 2" subject to the easement rights hereby granted.
2. The casements granted hereunder are permanent easements and will continue in full force and effect only so long as the easements are used by Grantee, its successors and assigns for the purposes mentioned herein.
3. If any provision of this Agreement shall be declared invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and this Agreement shall be construed as if that provision were not contained herein.
4. This Agreement may be executed in counterparts, each of which shall constitute an original, although not fully executed, but all of which when taken together shall constitute but one Agreement.
- 5, The recitals set forth above and the Exhibits attached hereto are deemed part of and are by this reference incorporated into this Agreement.

(A copy of the easements EXHIBITS are available in the Engineer’s Office until no longer of administrative

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

value).

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

RESOLUTION NO. 07 -1399

IN THE MATTER OF APPROVING AN AGREEMENT FOR DRAINAGE EASEMENTS BY AND BETWEEN  
THE DELAWARE COUNTY COMMISSIONERS AND NORTHSTAR GOLF LLC:

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

AGREEMENT FOR DRAINAGE EASEMENTS

THIS AGREEMENT ("Agreement") is made this 13th day of November 2007, by and between NORTHSTAR GOLF, LLC, an Ohio limited liability company, whose mailing address is 41 South High Street, Suite 1010, Columbus, Ohio 43215 (herein referred to as "Grantor") and the BOARD OF COUNTY COMMISSIONERS O DELAWARE COUNTY, OHIO, or its duly authorized agents or contractors, successors and assigns, with offices at 101 North Sandusky Street, Delaware, Oblo 4301.5 (herein referred to as "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of those tracts of land in the State of Ohio, County of Delaware, Township of Berkshire, referred to in this Agreement as "Tract 1" as depicted on Exhibit "A-1" and as more specifically described on. Exhibit "A" with said exhibits attached hereto and made a part hereof by this reference; "Tract 2" as depicted on Exhibit `B-1" and as more specifically described on Exhibit "B" with said exhibits attached hereto and made a part hereof by this reference; and "Tract 3" as depicted on Exhibit "C-I" and as more specifically described on Exhibit "C" with said exhibits attached hereto and made a part hereof by this reference; "Tract 4" as depicted on Exhibit "D-1" and as more specifically described on Exhibit "D" with said exhibits attached hereto and made part hereof by this reference; "Tract 5" as depicted on Exhibit "E-1" and as more specifically described on Exhibit "E" with said exhibits attached hereto and made part hereof by this reference; "Tract 6" as depicted on Exhibit "F-1" and as More specifically described on Exhibit "F" with said exhibits attached hereto and made part hereof by this reference; "Tract 7" as depicted on Exhibit "G-1" and as more specifically described on Exhibit "G" with said exhibits attached hereto and made part hereof by this reference; "Tract 8" as depicted on Exhibit "H-1" and as more specifically described on Exhibit "H" with said exhibits attached hereto and made part hereof by this reference; "Tract 9" as depicted on Exhibit "I-1" and as more specifically described on Exhibit "i" with said exhibits attached hereto and made part hereof by this reference; "Tract 10" as depicted on Exhibit "J-1" and as more specifically described on Exhibit "J" with said exhibits attached hereto and made part of, hereof by this reference; "Tract 11" as depicted on Exhibit "K-1" and as more specifically described. on Exhibit "K" with said exhibits attached hereto and made part of hereof by this reference; "Tract 12" as depicted on Exhibit "L-1" and as more specifically described on Exhibit "L" with said exhibits attached hereto and made part of hereof by this reference; "Tract 13" as depicted on Exhibit "M-1" and as more specifically described on Exhibit "M" with said exhibits attached hereto and made part of hereof by this reference; "Tract 14" as depicted on Exhibit "N-1" and more specifically described on Exhibit "N" with said exhibits attached hereto and made part of hereof by this reference; "Tract 15" as depicted on Exhibit "O-1" and more specifically described on Exhibit "O" with said exhibits attached here to and made part of hereof by this reference; "Tract 16" as depicted on Exhibit "P-1" and more specifically described on Exhibit "P" with said exhibits attached here to and made part of hereof by this reference; "Tract 17" as depicted on Exhibit "Q-1" and more specifically described on Exhibit "Q" with said exhibits attached here to and made part of hereof by this reference; "Tract 18" as depicted on Exhibit " R-1" and more specifically described on Exhibit "R" with said exhibits attached here to and made part of hereof by this reference; "Tract 19" as depicted on Exhibit "S-1" and more specifically described on Exhibit "S" with said exhibits attached here to and made part of hereof by this reference; "Tract 20" as depicted on Exhibit "T-1" and more specifically described on Exhibit "T" with said exhibits attached here to and made part hereof by this reference; and "Tract 21" as depicted On Exhibit "U-1" and more specifically described on Exhibit "U" with said exhibits attached here to and made part hereof by this reference.

WHEREAS, Grantee, or its duly authorized agents or contractors, successors and assigns are desirous of a drainage easement on said lands described on the attached exhibits in order to enter and use said lands for the construction, installation, development, erection, operation, inspection, repair and replacement of water and sewer pipes and fittings for the purpose of storm water and ground water drainage.

NOW THEREFORE, Grantor, for One Dollar and NO/100 (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants to Grantee drainage easements over and across the following tracts of land: "Tract 1" as depicted on Exhibit "A-1" and as more specifically described on Exhibit "A"; "Tract 2" as depicted on Exhibit "B-1" and as more specifically described on Exhibit "B"; "Tract 3" as depicted on Exhibit "C-1" and as more specifically described on Exhibit "C"; "Tract 4" as depicted on Exhibit "D-1" and as more specifically described on Exhibit "D"; "Tract 5" as depicted on Exhibit "E-1" and as more specifically described on Exhibit "E"; "Tract 6" as depicted on Exhibit "F-1" and as more specifically described on Exhibit "F"; "Tract 7" as depicted on Exhibit "G-1" and as more specifically

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

described on Exhibit "G"; "Tract 8" as depicted on Exhibit "H-1" and as more specifically described on Exhibit "H"; "Tract 9" as depicted on Exhibit "I-1" and as more specifically described on Exhibit "I"; "Tract 10" as depicted on Exhibit "J-1" and as more specifically described on Exhibit "J"; "Tract 11" as depicted on Exhibit "K-1" and as more specifically described on Exhibit "K"; "Tract 12" as depicted on Exhibit "L-1" and as more specifically described on Exhibit "L"; "Tract 13" as depicted on Exhibit "M-1" and as more specifically described on Exhibit "M"; "Tract 14" as depicted on Exhibit "N-1" and as more specifically described on Exhibit "N"; "Tract 15" as depicted on Exhibit "O-1" and as more specifically described on Exhibit "O"; "Tract 16" as depicted on Exhibit "P-1" and as more specifically described on Exhibit "P"; "Tract 17" as depicted on Exhibit "Q-1" and as more specifically described on Exhibit "Q"; "Tract 18" as depicted on Exhibit "R-1" and as more specifically described on Exhibit "R"; "Tract 19" as depicted on Exhibit "S-1" and as more specifically described on Exhibit "S"; "Tract 20" as depicted on Exhibit "T-1" and as more specifically described on Exhibit "T"; and "Tract 21" as depicted on Exhibit "U-1" and as more specifically described on Exhibit "U", (together, all three tracts referred to as "Easement Areas") for the purpose of entering and using said lands for the construction, installation, development, erection, operation, inspection, repair and replacement of water and sewer pipes and fittings for the purpose of storm water and ground water drainage. Grantor shall not erect any buildings, fences, structures or other obstructions of any type upon the Easement Areas described herein without the written consent of the Grantee. Grantor, for itself, its successors and assigns, covenants with Grantee, its successors and assigns, that the Grantor is lawfully seized of the premises in fee simple, that said premises are free and clear from all liens and encumbrances, and that it will forever warrant and defend the same unto the Grantee, its successors and assigns, against all claims of all persons whomsoever,

**THIS EASEMENT IS MADE SUBJECT TO THE FOLLOWING:**

1. Grantor shall have the right to use and enjoy "Tract 1", "Tract 2", "Tract 3", "Tract 4", "Tract 5", "Tract 6", "Tract 7", "Tract 8", "Tract 9", "Tract 10", "Tract 11", "Tract 12", "Tract 13", "Tract 14", "Tract 15", "Tract 16", "Tract 17", "Tract 18", "Tract 19", "Tract 20" and "Tract 21" subject to the easement rights hereby granted,
2. The easements granted hereunder are permanent easements and will continue in full force and effect only so long as the easements are used by Grantee, its successors and assigns for the purposes mentioned herein.
3. If any provision of this Agreement shall be declared invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and this Agreement shall be construed as if that provision were not contained herein.
4. This Agreement may be executed in counterparts, each of which shall constitute an original, although not fully executed, but all of which when taken together shall constitute but one Agreement,
5. The recitals set forth above and the Exhibits attached hereto are deemed part of and are by this reference incorporated into this Agreement

(A copy of the easement EXHIBITS are available in the Engineer's Office until no longer of administrative value).

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

**RESOLUTION NO. 07 -1400**

**IN THE MATTER OF APPROVING A MODIFICATION AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND BURGESS & NIPLE, LTD FOR THE SAWMILL PARKWAY EXTENSION:**

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

**CONTRACT (Modification) # 3**

**MODIFICATION AGREEMENT** made and entered into this 13<sup>th</sup> day of November, 2007, by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **BURGESS & NIPLE, LTD**, hereinafter designated as **SECOND PARTY**.

**THIS MODIFICATION AGREEMENT** herein after modifies the original agreement by and between the **DELAWARE COUNTY COMMISSIONERS and BURGESS & NIPLE, LTD.**

That said **FIRST AND SECOND PARTY**, hereby agree to increase the current contract amount of **\$3,241,786.00** [(\$2,012,992 basic engineering services, plus \$909,920.00 in "if authorized" items, **PLUS** Contract Modification #1 of \$286,874.00 for additional engineering work related as deemed necessary and agreed to by the Delaware County Engineer based on an Engineering Services proposal Sawmill Parkway Extension – Golf Village North to Hyatts Road, dated December 6, 2005, based on a Proposal for Engineering Services for the project known as SAWMILL PARKWAY EXTENSION, dated July 15, 2005, and Cost Proposal dated August 15.) **PLUS** (Contract Modification #2 of 32,000 for Property Owner Access Management Coordination based on said Proposal dated September 14, 2006)], **by \$402,148.00 for additional services as detailed in "ADDITIONAL SERVICES NARRATIVE SAWMILL PARKWAY EXTENSION" dated October 26, 2007.**

Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Aye
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COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 13, 2007

RESOLUTION NO. 07-1403

IN THE MATTER OF ACCEPTING AND AWARDING THE BID FROM LAWN GREENKEEPER LLC FOR ITB #07-04 SNOW REMOVAL AND ICE MELTING AGENT APPLICATION SERVICES FOR DELAWARE COUNTY:

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

WHEREAS, Delaware County received four bids for snow removal and ice melting agent application services for various Delaware County parking lots and driveways on October 29, 2007. And;

WHEREAS, after carefully reviewing the bids received, the bid submitted by Lawn Greenkeeper LLC. has been determined to be the lowest and best bid.

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, accept and award the bid submitted by Lawn Greenkeeper LLC for ITB #07-04 snow removal and ice melting agent application services for Delaware County.

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

RESOLUTION NO. 07-1404

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Recommendation to hire Michelle Leighty as a Social Service Worker II Screener with the Department of Job and Family Services; effective date November 19, 2007.

Recommendation to approve Leave-With-Out-Pay for Holly Kuba , with the Department of Job and Family Services, through December 31, 2007.

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

RESOLUTION NO. 07-1405

IN THE MATTER OF AMENDING CHILD CARE SERVICES CONTRACTS BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES; THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS TODDLER INN AND NANCY LUCAS:

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

Toddler Inn

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

This amendment, effective December 1, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Toddler Inn entered into on the 1<sup>st</sup> day of January, 2007.

I. Article 4. Cost and Delivery of Purchased Services:

(1)	<u>Basic Rates:</u>	Full Time	Part Time	Hourly
Infant		\$ 155.00	\$ 155.00	\$ 8.76
Toddler		\$ 145.00	\$ 132.80	\$ 8.15
Pre-K		\$ 135.00	\$ 102.58	\$ 5.84
Schoolage		\$ 106.58	\$ 78.32	\$ 5.47
Before Only		\$ 75.00	\$ 75.00	\$ 5.47
After Only		\$ 85.00	\$ 78.32	\$ 5.47
Before & After		\$ 100.00	\$ 78.32	\$ 5.47

Nancy Lucas

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

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

This amendment, effective October 31, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Nancy Lucas 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 \$5000 to \$9000.

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

RESOLUTION NO. 07-1406

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND SOJOURNERS AND RICHMEIER THERAPEUTIC HOME FOR CHILD PLACEMENT SERVICES :

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

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Sojourners PO Box 312 McArthur, Ohio	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)
Richmeier Therapeutic Home P.O. Box 351928 Toledo, Ohio 43635	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 these contacts are 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. 07-1407

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE DELAWARE GENERAL HEALTH DISTRICT FOR THE HELP ME GROW PROGRAM:

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

Agreement Between  
Delaware County Department of Job and Family Services (DCDJFS) and Delaware General Health District (DGHD) for DGHD, During SFY 2008 (TANF Funds), to Act as Fiscal and Administrative Agent for DCDJFS and Delaware County Family and Children First Council (FCFC)

This Agreement is entered into this 22<sup>nd</sup> day of October, 2007 by and between the Delaware County Department of Job and Family Services (hereinafter, “DCDJFS”), whose address is 140 North Sandusky Street, 2<sup>nd</sup> Floor, Delaware, Ohio 43015, the Delaware County Board of County Commissioners (hereinafter, “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Delaware General Health District (hereinafter, “DGHD”) whose address is 1 West Winter Street, Delaware, Ohio 43015 (hereinafter collectively, the “Parties”).

PRELIMINARY STATEMENTS

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

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**WHEREAS**, the DCDJFS through Delaware County Family and Children First Council (hereinafter "FCFC") is responsible for the Help Me Grow Program in Delaware County, Ohio; and,

**WHEREAS**, the Help Me Grow program serves children ages 0-3 and families that meet certain eligibility standards required to receive Help Me Grow TANF Services in Delaware County, Ohio ("Eligible Children and Families").

**WHEREAS**, DCDJFS, on behalf of and for the FCFC, has accepted federal TANF funds for state fiscal year 2008 ("SFY 2008") for the Help Me Grow program and needs to provide services or contract out for services for the Help Me Grow program; and,

**WHEREAS**, the DGHD is willing to provide such 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:

**1. Purpose:**

The purpose of this Agreement is to state the covenants and conditions under which the DGHD will act as fiscal and administrative agent for the Help Me Grow program. In such capacity, the DGHD shall provide services, both fiscal and programmatic, and staff for the Help Me Grow program in Delaware County, Ohio. Such services are detailed in the Help Me Grow Program Plan ("Plan"), which DCDJFS and DGHD hereby acknowledge they have received and which by this reference is hereby incorporated into and made a part of this Agreement.

**2. Term:**

This Agreement shall be effective October 22, 2007 retroactive to July 1, 2007, through June 30, 2008.

**3. Services to be Provided:**

The DGHD will act as fiscal and administrative agent for the Help Me Grow program in Delaware County, Ohio. In such capacity, the DGHD, in accordance with and pursuant to the Plan, shall provide services, both fiscal and programmatic, and staff for the TANF Help Me Grow program. Programmatic services shall be provided to Eligible Children and Families.

**4. Reimbursement for Services:**

The DCDJFS shall reimburse the DGHD for all Help Me Grow TANF Services, as described above, actually provided 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 DCDJFS proper monthly/quarterly invoices for services actually performed. The DGHD shall provide to DCDJFS and such monthly/quarterly invoices shall include documentation satisfactory to DCDJFS of services actually performed. Such reimbursement shall be paid by DCDJFS to DGHD within 30 days of receipt by DCDJFS of such proper monthly/quarterly invoices and accompanying documentation.

**5. Maximum Reimbursement:**

DGHD agrees to accept as full payment for services rendered in a manner satisfactory to the DCDJFS, the lesser of the following: (1) The maximum amount of Three Hundred Ten Thousand Three Hundred Sixty Dollars and No Cents (\$310,360.00) 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 Three Hundred Ten Thousand Three Hundred Sixty Dollars and No Cents (\$310,360.00).

**6. Duplicative Billing/Overpayment:**

The DGHD warrants that claims made to DCDJFS for payment, shall be for actual services rendered to Eligible Children and Families and do not duplicate claims made by the DGHD to other sources of funding for the same services. In case of overpayments, the DGHD agrees to repay the DCDJFS the amount of overpayment and that to which it is entitled.

**7. Information Exchange Requirements:**

The DGHD shall provide the DCDJFS with all information necessary to support the administrative requirements

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

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of Delaware County's state and federal Help Me Grow Program. As specified in the Plan, the DCDJFS shall provide the DGHD necessary information regarding Eligible Children and Families participating in the Help Me Grow program.

**8. Access to and Retention of Records:**

At any time, during regular business hours, with reasonable notice and as often as the DCDJFS, the Comptroller General of the United States, the State, or other agency or individual authorized by the DCDJFS 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 DCDJFS 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 DCDJFS 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.

**9. Responsibilities of DCDJFS:**

Pursuant to the Director of the Ohio Department of Job and Family Services ("ODJFS") and by designation of the Board, DCDJFS is responsible for administration for the Help Me Grow Program in Delaware County, Ohio. As a result, DCDJFS shall retain final authority for and be consulted by the DGHD prior to any and all administrative and policy decisions related to services delivered pursuant to this Agreement as related to Help Me Grow Funds.

**10. Performance Standards:**

The ODJFS requires that the Help Me Grow Program include core services which must be incorporated in a plan prepared in conjunction with the FCFC and approved by the ODJFS.

**11. Monitoring and Evaluation:**

The Parties will monitor the manner in which the terms of this Agreement are being fulfilled, services delivered and evaluate the extent to which the program/services are being achieved.

**12. Publicity:**

In any publicity release or other public reference, including media release, information pamphlets, etc. on the programs/services provided pursuant to this Agreement, it shall be clearly stated that the project is funded by ODJFS through the Board and the DCDJFS.

**13. Parties Responsible for Their Own Actions:**

The DGHD, the Board, and the DCDJFS, as governmental entities/political subdivisions, lack authority to indemnify. As such, the Parties, 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 Parties 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.

**14. 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 Board, DCDJFS, FCFC, and Delaware County.

**15. Independent Financial Records:**

The DGHD shall maintain independent books, records, payroll, documents, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Such records shall at all reasonable times be subject to inspection, review, and/or audit by duly authorized federal, state, local, or DCDJFS personnel.

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

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**16. Responsibility for Independent Audit:**

The DGHD agrees, if required by the director of DCDJFS, to have conducted an independent audit of expenditures and records of service delivery associated with this Agreement. The DGHD is responsible for any and all costs associated with such an independent audit and shall make copies of such independent audit available to DCDJFS without cost to DCDJFS.

**17. Responsibility for Audit Exceptions:**

The DGHD agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority that is in any way associated with this Agreement. The DGHD agrees to reimburse the DCDJFS and the Board the amount of any such audit exception.

**18. Compliance with Help Me Grow Regulations:**

Throughout the term of this Agreement, the DGHD agrees to maintain compliance with all federal, state, and local laws and regulations which govern the services provided under the Help Me Grow Program.

**19. Safeguarding of Client and Client Information:**

The Parties agree that the use or disclosure by any Party of any information concerning Eligible Children and Families for any purpose not directly related with the administration of this Agreement is strictly prohibited except upon the written consent of the DCDJFS and the Eligible Children and Families or, if a minor, his/her responsible parent or guardian.

**20. Termination for Convenience/Cause:**

A. Termination for the Convenience:

The Parties may terminate this Agreement at any time and for any reason by giving at least seven (7) days advance notice, in writing, to the other Parties. 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. 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 DGHD shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. Waiver:

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 any Party fails to perform an obligation or obligations under this Agreement and such failure(s) is (are) waived by the other Parties, 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 by any Party shall be authorized in writing and signed by an authorized an Party 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 DCDJFS, 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 DCDJFS.

**21. 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,

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

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.

22. 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.

23. Fair Hearing:

The DCDJFS is responsible for fulfilling responsibilities relative to Help Me Grow participants appeal and state hearings in accordance with State Regulations. The DGHD and its providers, agents, etc. shall be under the direction of the DCDJFS, assist in the informational gathering and support process related to the state hearing process.

24. Drug-Free Workplace:

The DGHD certifies and affirms that, as applicable to the DCDJFS, any staff, subcontractor, and/or independent contractor, including all field staff, agree to comply with all applicable state and federal laws regarding a drug-free workplace.

25. 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.

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

27. 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 :

DGHD:	DCDJFS:
Frances Ve verka	Mona Reilly
Health Commissioner	Director
DGHD	DCDJFS
1 West Winter Street	140 N. Sandusky St., 2 <sup>nd</sup> Floor
Delaware, Ohio 43015	Delaware, Ohio 43015

28. 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.

29. 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.

30. Entire Agreement: This Agreement, along with all of its Attachments, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements

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

relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

31. **Authority to Sign:** The DGHD states and agrees that the individual(s) who, on behalf of the DGHD, have reviewed this Agreement and effectuate this Agreement by attaching their signatures below are officers of the DGHD and are authorized to and have authority to enter this Agreement on behalf of the DGHD and by so signing have authority to bind and does bind the DGHD to any and all terms of this Agreement.
32. **Signatures:** Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
33. **Effect of Signature:** The signatures of the Parties below indicate that the signers and the entities that they represent agree to be bound by all the terms and conditions of this Agreement.

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

RESOLUTION NO. 07-1408

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE DELAWARE COUNTY COMMON PLEAS COURT, JUVENILE PROBATE DIVISION FOR THE M.O.M.S. PROGRAM:

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

2007-2008 CONTRACT  
FOR THE PURCHASE OF SERVICES AND PROGRAMS (MENTOR M.O.M.S.)  
BETWEEN THE DELAWARE COUNTY  
DEPARTMENT OF JOB AND FAMILY SERVICES  
AND  
DELAWARE COUNTY JUVENILE PROBATE COURT

This Contract is entered into this 22<sup>nd</sup> day of October, 2007 by and between the Delaware County Department of Job and Family Services (hereinafter, "DCDJFS"), whose address is 140 North Sandusky Street, 2<sup>nd</sup> Floor, Delaware, Ohio 43015, the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Delaware County Common Pleas Court, Juvenile Probate Division (hereinafter, "Juvenile Court") whose address is 88 North Sandusky Street, Delaware, Ohio 43015 (hereinafter collectively, the "Parties").

PRELIMINARY STATEMENTS

**WHEREAS**, the Juvenile Court operates the Moms Offering Mentoring Support Program ("Mentor M.O.M.S.") which provides programs and services to assist and mentor eligible teenage mothers in Delaware County, Ohio.

**WHEREAS**, DCDJFS has accepted federal TANF funds for state fiscal year 2008 ("SFY 2008") to provide programs and services to assist and mentor teenage mothers and needs to provide such services or contract out for services; and,

**WHEREAS**, the Juvenile Court is willing to provide such services or contract out for services; and,

**WHEREAS**, the Juvenile Court is willing to provide those services at an agreed-upon price.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

1. **PURPOSE OF CONTRACT:**

The purpose of this Contract is to state the covenants and conditions under which the Juvenile Court shall provide and operate the Mentor M.O.M.S. Program. In such capacity, the Juvenile Court shall provide services and programs to individuals eligible to receive services and/or programming through the Mentor M.O.M.S. Program in Delaware County, Ohio. Such services and programs are detailed in Appendix I (Statement of Work to be Performed/Proposal 2007) and Appendix II (Revised Proposed Budget (For Period 10/01/07 to 06/30/08)), both attached hereto and both by this reference fully incorporated into and made a part of this Contract (hereinafter individually "Appendix I" and "Appendix II" and collectively "Appendixes").

2. **TERM:**

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

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This Agreement shall be effective October 22, 2007 retroactive to October 1, 2007, through June 30, 2008.

**3. SCOPE OF SERVICES/DELIVERABLES:**

The deliverables to be provided under this Contract to DCDJFS by Juvenile Court are set forth and are more fully described in the Appendixes.

**4. FINANCIAL AGREEMENT:**

**A. PAYMENT PROCEDURES:**

- 1.
2. The DCDJFS shall reimburse the Juvenile Court for services actually provided hereunder, as described above and in Appendix I and Appendix II.
- 3.
4. To receive such reimbursement, the Juvenile Court shall submit to DCDJFS proper monthly/quarterly invoices for services actually performed. The Juvenile Court shall provide to DCDJFS and such monthly/quarterly invoices shall include documentation satisfactory to DCDJFS of services actually performed. Such reimbursement shall be paid by DCDJFS to the Juvenile Court within 30 days of receipt by DCDJFS of such proper monthly/quarterly invoices and accompanying documentation.

5.

**B. MAXIMUM PAYMENT**

The Juvenile Court agrees to accept as full payment for services rendered in a manner satisfactory to the DCDJFS, the lesser of the following: (1) The maximum amount of Ten Thousand Dollars and No Cents (\$10,000.00) or (2) the amount of actual expenditures made by the Juvenile Court for purposes of providing the services. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of Ten Thousand Dollars and No Cents (\$10,000.00). See Appendix II attached hereto.

**5. LIMITATION OF SOURCE OF FUNDS:**

The Juvenile Court warrants that any costs incurred pursuant to this Contract will not be allowable to or included as a cost of any other federally financed program in either the current or a prior period.

**6. DUPLICATE BILLING/OVERPAYMENT:**

The Juvenile Court warrants that claims made to DCDJFS for payment, shall be for actual services rendered and do not duplicate claims made by the Juvenile Court to other sources of funding for the same services. In case of overpayments, the Juvenile Court agrees to repay the DCDJFS the amount of overpayment and that to which it is entitled.

**7. INFORMATION REQUIREMENTS:**

The Juvenile Court will provide such information to DCDJFS as is necessary to meet the specific fiscal and program requirements contained in this Contract. This shall include a quarterly and year end report of services provided and outcomes achieved.

**8. AVAILABILITY AND RETENTION OF RECORDS:**

At any time, during regular business hours, with reasonable notice and as often as the DCDJFS, the Comptroller General of the United States, the State, or other agency or individual authorized by the DCDJFS may deem necessary, the Juvenile Court 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 Contract. The DCDJFS and the above named parties shall be permitted by the Juvenile Court to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Contract.

The Juvenile Court, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Contract, 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 Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, the Juvenile Court 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 Contract, regardless of who holds such records, the Juvenile Court shall contact the DCDJFS in writing to obtain written notification that



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

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such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

**9. INDEPENDENT FINANCIAL RECORDS:**

The Juvenile Court shall maintain independent books, records, payroll, documents, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall at all reasonable times be subject to inspection, review, and/or audit by duly authorized federal, state, local, or DCDJFS personnel.

**10. SERVICE DELIVERY RECORDS:**

The Juvenile Court shall maintain records of services provided under this Contract. Such records shall be subject at all reasonable times to inspection, review or audit by duly authorized federal, state and/or DCDJFS personnel.

**11. RESPONSIBILITY FOR INDEPENDENT AUDIT:**

The Juvenile Court agrees, if required by the director of DCDJFS, to have conducted an independent audit of expenditures and records of service delivery associated with this Contract. The Juvenile Court is responsible for any and all costs associated with such an independent audit and shall make copies of such independent audit available to DCDJFS without cost to DCDJFS.

**12. RESPONSIBILITY OF AUDIT EXCEPTIONS:**

The Juvenile Court agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority that is in any way associated with this Contract. The Juvenile Court agrees to reimburse the DCDJFS and the Board the amount of any such audit exception.

**13. INDEPENDENT CONTRACTORS:**

The Juvenile Court shall act in performance of this Contract as an independent contractor. As an independent contractor, the Juvenile Court and/or its officers, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Board, DCDJFS, and Delaware County.

**14. PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS:** (Other than audit) The DCDJFS, the Board, and the Juvenile Court, as governmental entities/political subdivisions, lack authority to indemnify. As such, the Parties, agree to be and shall be responsible for their own actions resulting from their performance of and/or provision of services under this Contract. Therefore, the Parties 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.

**15. TERMINATION:**

**A. Termination for the Convenience:**

The Parties may terminate this Contract at any time and for any reason by giving at least seven (7) days advance notice, in writing, to the other Parties. The Juvenile 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 Contract, 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 Contract 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 Juvenile Court shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

**C. Waiver:**

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 any Party fails to perform an

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

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obligation or obligations under this Contract and such failure(s) is (are) waived by the other Parties, 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 by any Party shall be authorized in writing and signed by an authorized an Party representative.

**D. Loss of Funding**

It is understood by the Juvenile Court that availability of funds for this Contract and thus this Contract 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 DCDJFS, the Juvenile Court understands that changes and/or termination of this Contract 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 DCDJFS.

**16. SAFEGUARDING OF CLIENT:**

The Parties agree that the use or disclosure by any Party of any information concerning any individual eligible for services or programs provided pursuant to this Contract for any purpose not directly related with the administration of this Contract is strictly prohibited except upon the written consent of the DCDJFS and the individual or, if a minor, his/her responsible parent or guardian.

**17. CIVIL RIGHTS:**

DCDJFS and the Juvenile Court agree that as a condition of this Contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

**18. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED:**

The Juvenile Court agrees as a condition of this Contract to make all services and/or programs provided pursuant to this Contract accessible to the disabled/handicapped. The Juvenile Court further agrees as a condition of this Contract 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.

**19. FAIR HEARING:**

The DCDJFS is responsible for fulfilling responsibilities relative to Mentor M.O.M.S. participants appeal and state hearings in accordance with State Regulations. The Juvenile Court and its providers, agents, etc. shall be under the direction of the DCDJFS, assist in the informational gathering and support process related to the state hearing process.

**20. DRUG-FREE WORKPLACE:**

The Juvenile Court certifies and affirms that any staff, subcontractor, and/or independent contractor, including all field staff, agree to comply with all applicable state and federal laws regarding a drug-free workplace.

**21. DMA FORM STATEMENT:**

The Juvenile 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 Juvenile Court agrees make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Contract 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 Contract and by this reference made a part of this Contract.

**22. FINDINGS FOR RECOVERY:**

The Juvenile Court certifies that it has no outstanding findings for recovery pending or issued against

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

it by the State of Ohio.

23. NOTICES:

All notices which may be required by this Contract 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 :

Juvenile Court:

Judge Kenneth J. Spicer  
Delaware County Juvenile Probate Court  
88 North Sandusky Street  
Delaware, Ohio 43015

DCDJFS:

Mona Reilly  
Director  
DCDJFS  
140 N. Sandusky St., 2<sup>nd</sup> Floor  
Delaware, Ohio 43015

24. PUBLICITY:

In any publicity release or other public reference, including media release, information pamphlets, etc. on the services provided under this Contract, it will be clearly stated that the project is partially funded by ODJFS, through the Delaware County Commissioners and the DCDJFS.

25. GOVERNING LAW:

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

26. SEVERABILITY:

If any item, condition, portion, or section of this Contract 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 Contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and be complied with.

27. ENTIRE AGREEMENT:

This Contract, along with all of its 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 only be amended in writing with the mutual consent and agreement of the Parties.

28. SIGNATURES:

Any person executing this Contract in a representative capacity hereby warrants that he/she has authority to sign this Contract or has been duly authorized by his/her principal to execute this Contract on such principal's behalf.

29. EFFECT OF SIGNATURE:

The signatures of the Parties below indicate that the signers and the entities that they represent agree to be bound by all the terms and conditions of this Contract.

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

RESOLUTION NO. 07-1409

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Recommendation to hire Alice Perry as a Call Taker with the 911 Department; effective date November 26, 2007.

Recommendation to hire Daniel Fransen as a Dispatcher with the 911 Department; effective date November 26, 2007.

Recommendation to hire Michael Hamet as a Dispatcher with the 911 Department; effective date November 26,

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

2007.

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

RESOLUTION NO. 07-1410

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 9:47AM.

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

RESOLUTION NO. 07-1411

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn out of Executive Session at 10:06AM.

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

RESOLUTION NO. 07-1412

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Recommendation to place Darryl Evans with the Dog Warden Department on paid Administrative Leave; effective date November 13, 2007.

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

There being no further business the meeting adjourned.

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Glenn A. Evans

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Kristopher W. Jordan

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James D. Ward

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Letha George, Clerk to the Commissioners