

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 20, 2008**

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. 08-1236

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 16, 2008 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 October 16, 2008 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 08-1237

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1017:

It was moved by Mr. Evans, seconded by Mr. Ward to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1017, and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO's			
Increase			
AEP	Electric Service	10011105-5338	\$ 38,000.00
Pitney Bowes		10011105-5328	\$ 40,000.00
Verizon		10011105-5330	\$ 7,000.00
Treasurer State of Ohio	BCMH	10011102-5319	\$ 30,000.00
City of Delaware		10011102-5301	\$ 50,000.00
Trident	Security	10011102-5301	\$ 50,000.00
Rhonda Huffman	Day Care	22411610-5348	\$ 6,000.00
Patricia Jones	Day Care	22411610-5348	\$ 10,000.00
Kindercare Neverland	Day Care	22411610-5348	\$ 50,000.00
McWherters Petroleum	Fuel	10011106-5228	\$ 25,000.00
Beem's	Gasoline	10011106-5228	\$ 40,000.00
BP Products	Gasoline	10011106-5228	\$ 27,000.00
AEP	Electric Service	66290302-5338	\$ 60,000.00
Downes Hurst Fishel	Legal Services	21411306-5361	\$ 55,000.00
Public Defender	Various Counsel	10011202-5301	\$ 250,000.00
JFS	Utilities	22411602-5348	\$ 5,000.00
Vouchers			
AEP	Service to 140 N. Sand	10011005-5338	\$ 9,581.19
Trident	Security	10011102-5301	\$ 8,310.74
Sellers Electric Co.	Elect Repairs/Solid Waste Tran	68011916-5328	\$ 18,042.00
Air Raid	Mobile Radio Patching Units	21411306-5260	\$ 7,085.25
Liberty Twp Fire Dept	2008 3rd Quarter EMS Runs	10011303-5345	\$ 57,373.60
Peterson Construction Co	Centrifuge Dewatering/OECC	66690301-5450	\$ 217,656.02
Pitney Bowes	Postage/Mailroom	10011105-5331	\$ 20,000.00
McWherters Petroleum	Gas/Walker Woods	10011106-5228	\$ 11,343.07
Tyevco	DCHIP Home Repairs	23111711-5365	\$ 7,942.00
Northwoods Consulting Partners	Maintenance Contract	23711630-5325	\$ 15,103.20
Synagro	Land Application/Sub-Contractor	66290303-5301	\$ 12,531.20
Buckeye Power Sales	Generator/Willis Bldg.	40111402-5410	\$ 19,963.00
Warren Fire	Hazmat Team SCBA	21511318-5225	\$ 10,413.80
TSI Inc.	Respirator Equipment	21511318-5250	\$ 11,930.00
City Delaware	3 rd Quarter 2008 EMS Runs	10011303-5345	\$ 132,705.49
Noah's Ark	Day Care	22411610-5348	\$ 5,727.42
Noah's Ark	Day Care	22411610-5348	\$ 7,013.62
Noah's Ark	Day Care	22411610-5348	\$ 1,697.20
Liberty Community Center	Day Care	22411610-5348	\$ 19,333.72
Liberty Community Center	Day Care	22411610-5348	\$ 680.00
Toddler Inn	Day Care	22411610-5348	\$ 11,086.70
Kiddie Academy	Day Care	22411610-5348	\$ 23,253.40

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Children's Discovery	Day Care	22411610-5348	\$	5,308.28
Downes Hurst Fishel	Legal Services	21411306-5361	\$	56,597.51
Memo Transfer Vouchers				
From	To			
JFS	FCFC	TANF HMG	\$	9,991.29
22411601-5348	70161607-4501	July 08		
FCFC	DGHD	TANF HMG	\$	9,991.29
70161607-5348	70251501-4560	July 08		
JFS	FCFC	TANF HMG	\$	35,095.87
22411601-5348	70161607-4501	Aug 08		
FCFC	DGHD	TANF HMG	\$	35,095.87
70161607-5348	70251501-4560	Aug 08		
CSEA	Del Co. Commissioners	Rent Oct 08	\$	7,520.17
23711630-5335	10011101-4233			
Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye
			Mr. Ward	Aye

RESOLUTION NO. 08 -1238**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Department of Job and Family Services is requesting that 13 staff members attend Training on Adolescent Suicide and Self-Injurious Behaviors in Delaware County November 5, 2008, at the cost of \$325.00.

Juvenile Court is requesting that Katie Murray attend a Professional Development Workshop in Columbus, Ohio November 5, 2008, at the cost of \$90.00.

Juvenile Court is requesting that Frank Darr attend a Juvenile Traffic Video Teleconference in Union County November 7, 2008, at no cost.

Juvenile Court is requesting that Sharon McCollister attend a "Where To Go In Probate Court" Video Teleconference in Union County November 18, 2008, at no cost.

Juvenile Court is requesting that Sharon McCollister attend an Ethics Professionalism And Substance Abuse Video Teleconference in Union County December 5, 2008, at no cost.

The EMS Department is requesting that Jennifer Cochran attend a Spanish For the Emergency Provider Course at West Licking Fire Department October 29, 2008, at the cost of \$75.00.

The Child Support Enforcement Agency is requesting that Kelly Mills attend an Ohio Child Support Partners Conference in Newark, Ohio November 21, 2008.

Vote on Motion	Mr. Ward	Aye	Mr. Jordan	Nay	Mr. Evans	Aye
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RESOLUTION NO. 08-1239**IN THE MATTER OF APPROVING A PARTICIPATION AGREEMENT WITH FINANCIAL NETWORK OF AMERICA, LTD.; A DEFERRED COMPENSATION PROVIDER FOR DELAWARE COUNTY:**

It was moved by Mr. Evans, seconded by Mr. Ward to approve a participation agreement with Financial Network Of America, Ltd.; A Deferred Compensation Provider for Delaware County.

(Copy of agreement is available in the Commissioners Office until no longer of administrative value).

Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Aye
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RESOLUTION NO. 08-1240**IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE FIRM OF FLOYD BROWNE GROUP, FOR ENGINEERING SERVICES AGREEMENT FOR THE OHIO TO ERIE TRAIL (NORTH OF PLUMB ROAD AND SOUTH OF GALENA) PRELIMINARY ENGINEERING AND FINAL DESIGN PROJECT:**

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

**ENGINEERING SERVICES AGREEMENT
OHIO TO ERIE TRAIL (North of Plumb Road and south of Galena)**

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PRELIMINARY ENGINEERING AND FINAL DESIGN

Section 1 – Parties to the Agreement:

Agreement made and entered into this 16th day of October, 2008 by and between the Delaware County Board of Commissioners, Delaware County, Ohio (“County”), and the firm of Floyd Browne Group, 3769 Columbus Pike, P. O. Box 8016, Delaware, OH 43015 (“Consultant”).

Section 2 – Contract Administrator:

The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as Administrator and agent of the Board in performance of Work performed under this Agreement. The Administrator shall have general supervision of the Work and authority to order commencement or suspension of Work.

Section 3 – Scope of Services (Work):

Consultant agrees to furnish, unto the County, professional engineering services for the project known as Ohio to Erie Trail between Plumb Road and the Village of Galena including those services listed in the Scope of Services agreed upon by the County and Consultant, dated July 25, 2008, and the Price Proposal dated, August 26, 2008, by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work prompt and in a skillfully competent manner under the direction of the Administrator and in accordance with generally accepted professional engineering standards.

Section 4 – Compensation:

Compensation for Work performed under this Agreement shall be based on a lump sum base fee not to exceed Ten Thousand dollars (\$10,000) and a total maximum fee not to exceed Seventy-Four Thousand Four Hundred Ninety Eight Dollars (\$74,498) which includes separately itemized tasks to be performed only with written authorization of the Administrator and as detailed in the Consultant’s aforementioned Price Proposal.

Section 5 – Payment:

Compensation shall be paid based on estimates, made no more than once per month, of the percentage of work completed to date. Invoices shall be submitted to the Administrator by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. Consultant shall not commence any “If-Authorized” task listed in the Price Proposal until written authorization for such work is provided by the County. The County may request additional documentation substantiating said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices. The County shall pay approved invoices within 30 days of receipt.

Section 6 – Completion of Work, Delays and Extensions:

All Work associated with this Agreement shall be completed by the Consultant no later than May 15, 2010. In the event that unforeseen and unavoidable delays prevent the timely completion of the Work provided under this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

Section 7 – Insurance:

- 7.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 Workers’ Compensation Coverage: Consultant shall maintain workers’ compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its sub consultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 7.5 Additional Insured’s: The County, its elected officials and employees, shall be named as additional insured’s with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.6 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be

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cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Indemnification:

The Consultant shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting there from, to the extent caused in whole or part by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

Section 9 – Termination of Agreement:

The County may terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Consultant ordering termination of Work. The Consultant shall immediately terminate Work and submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

Section 10 – Change in Scope of Work:

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

Section 11 – Ownership of Documents:

Upon completion or termination of the Agreement, the Consultant shall provide copies to the County of all documents created specifically for the purposes of Work under this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Change of Consultant Staff Assigned to the Work:

The Consultant shall notify the County, within seven (7) days and in writing, of any change to Consultant's staff members or any sub consultants assigned to the Work as contemplated at the time of executing this Agreement.

Section 13 – Miscellaneous Terms & Conditions:

- 13.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.
- 13.2 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, 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.
- 13.3 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.
- 13.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 13.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 13.6 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

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IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS AND OTHER AMENITIES FOR THE NATIONAL ADOPTION AWARENESS MONTH OPEN HOUSE:

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

WHEREAS, The Ohio Attorney General Opinion No. 82-006 addresses the issue Expenditure Of Public Funds For Proper "Public Purpose", and

WHEREAS, The October 20, 2003, State Auditor's ruling on payment of Expenditures Of Public Funds For Proper "Public Purpose" states that for persons who are employees or non-employees of the County, the Commissioners must pre-approve expenditures for the purchase of coffee, meals, refreshments and other amenities.

WHEREAS, the Delaware County Department of Job and Family Services has children in care in need of adoptive homes; and

WHEREAS, the month of November has been declared National Adoption Awareness Month; and

WHEREAS, an adoption open house has been organized for the purpose of providing adoption information and awareness for November 6, 2008; and

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED, by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of Department of Job and Family Services funds in an amount not to exceed \$400 to assist in funding the purchase of coffee, meals, refreshments and other amenities for The Adoption Awareness Open House.

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

RESOLUTION NO. 08-1243

IN THE MATTER OF AMENDING THE CHILD CARE PROVIDER CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDER AS LISTED:

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

Jelly Bean Junction

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

This amendment, effective September 29, 2008, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Jelly Bean Junction / Snouffer Rd. entered into on the 1st day of January, 2008

New Rates:

	Full Time	Part Time	Hourly	
Infants	\$224.60	\$165.01	\$9.20	
Toddlers		\$196.77	\$139.44	\$8.56
Pre-K	\$167.41	\$107.71	\$6.13	
Schoolage	\$111.91	\$ 82.24	\$5.74	
B&A	\$110.25	\$ 82.24	\$5.74	
BorA	\$ 94.50	\$ 82.24	\$5.74	
Summer	\$161.49	\$109.53	\$6.72	
Non-school days \$15.75 per day up to schoolage rate				

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

RESOLUTION NO. 08-1244

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

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

BASIC RATES

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Full-time Week for Licensed Center and Type A Providers: 25 to 60 hours

Hourly: Paid after 60 hours

Part-time Week for Center and Type A Providers: 8 hours to 24.9 hours

Hourly Paid for .1 hour to 7.9 hours

Full-time Week for Certified Type B Home Providers: 25 hours to 50 hours

Hourly: Paid after 50 hours

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

Hourly Paid for .1 hour to 7.9 hours

Child Care Provider		Full	Part Time	Hourly
Kindercare Learning Center 401 Park Rd. Worthington, Oh 43085	Infant	\$224.60	\$ 165.01	\$ 9.20
	Toddler	\$196.77	\$ 139.44	\$ 8.56
	Preschool	\$167.41	\$ 107.71	\$ 6.13
	School age	\$111.91	\$ 82.24	\$ 5.74
	Summer School	\$161.49	\$ 109.53	\$ 6.72
	Before & After	\$111.91	\$ 82.24	\$ 5.74
	Before or After	\$108.15	\$ 82.24	\$ 5.74

(A copy of this contact is available in the Commissioners' Office until no longer of administrative value).

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

RESOLUTION NO. 08-1245

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

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
House of New Hope 8135 Mt. Vernon Road St. Louisville, Ohio 43071	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)
United Methodist Childrens Home 1033 High Street Worthington, Ohio 43082	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)
Maryhaven Inc. 1791 Alum Creek Drive Columbus, Ohio 43207	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)
Via Quest	A. Maintenance

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<p>525 Metro Place North Suite 100 Dublin, Ohio 43017</p>	<p>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)</p>
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(A copy of each of these contacts is available in the Commissioners' Office until no longer of Administrative Value).

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

RESOLUTION NO. 08-1246

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AS ADMINISTRATIVE AGENT OF THE DELAWARE COUNTY FAMILY AND CHILDREN FIRST COUNCIL, AND THE DELAWARE UNION EDUCATION SERVICE CENTER:

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

**2008-2009 CONTRACT
FOR THE PURCHASE OF SERVICES
BETWEEN THE DELAWARE COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES
AS ADMINISTRATIVE AGENT OF THE DELAWARE COUNTY FAMILY AND CHILDREN FIRST
COUNCIL
AND
DELAWARE UNION EDUCATION SERVICE CENTER**

This Contract is entered into this 1st day of July, 2008 by and between the Delaware County Department of Job and Family Services (hereinafter, "DCDJFS"), whose address is 140 North Sandusky Street, 2nd 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 Union Education Service Center (hereinafter, "DUESC") whose address is 4565 Columbus Pike, Delaware, Ohio 43015 (hereinafter collectively, the "Parties").

PRELIMINARY STATEMENTS

WHEREAS, the DCDJFS is in need of a Council Manager for the Delaware County Family and Children First Council, and

WHEREAS, DUESC is qualified and willing to provide required services.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

1. PURPOSE OF CONTRACT:

DUESC hereby agrees to provide one staff person, Kathy McWatters, for .5 FTE or 1020 hours, to act as Council Manager.

2. TERM:

This Agreement shall be effective July 1, 2008 through June 30, 2009.

3. SCOPE OF SERVICES/DELIVERABLES:

As Council Manager, Kathy McWatters:

- will facilitate work of Family and Children First Council
- will serve as liaison with local, county and state agencies
- will meet as needed with partner agency administrators to assure compliance with all assigned project functions
- will work with fiscal and administrative agents to review monthly fiscal reports and provide budget oversight

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- will seek additional funding resources
- will meet with the other community agency administrators to facilitate community collaborations and partnerships
- will provide effective project evaluation and implementation of data-driven improvements that will continually allow Family and Children First Council to meet the needs of the participants and the community

4. FINANCIAL AGREEMENT:

A. PAYMENT PROCEDURES:

- 1.
2. The DCDJFS shall reimburse DUESC for services at the rate of \$40,400. Such payments shall be made in quarterly installments of \$10,100 with the first payment beginning July 1, 2008. (Other quarterly payments will be October 1, 2008, January 1, 2009, and April 1, 2009.)

3.

B. MAXIMUM PAYMENT

4.

DUESC agrees to accept as full payment for services rendered in a manner satisfactory to the DCDJFS, the maximum amount of Forty Thousand Four Hundred Dollars (\$40,400).

5. LIMITATION OF SOURCE OF FUNDS:

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

7. INFORMATION REQUIREMENTS:

The DUESC 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 DUESC 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 DUESC 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 DUESC, 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 DUESC 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 DUESC 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. INDEPENDENT FINANCIAL RECORDS:

The DUESC 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.

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10. SERVICE DELIVERY RECORDS:

The DUESC 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 DUESC 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 DUESC 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 DUESC 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 DUESC agrees to reimburse the DCDJFS and the Board the amount of any such audit exception.

13. INDEPENDENT CONTRACTORS:

The DUESC shall act in performance of this Contract as an independent contractor. As an independent contractor, the DUESC 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 DUESC, 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 DUESC 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 DUESC 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 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 any Party shall be authorized in writing and signed by an authorized Party representative.

D. Loss of Funding

It is understood by the DUESC 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

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the Local, State and/or Federal reimbursement is no longer available to the DCDJFS, the DUESC 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 DUESC 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 DUESC 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 DUESC 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.

20. DRUG-FREE WORKPLACE:

The DUESC 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 DUESC 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 DUESC 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 DUESC certifies that it has no outstanding findings for recovery pending or issued against 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 :

DUESC:

Director
Delaware Union Education Service Center
4565 Columbus Pike
Delaware, Ohio 43015

DCDJFS:

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

24. GOVERNING LAW:

This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any

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and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

25. 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.

26. 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.

27. 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.

28. 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. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 08-1247

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR JUVENILE COURT:

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

Transfer of Appropriation

From	To		
26426303-5001	26426303-5380		
Probation Fund/Compensation	Probation Fund/Other Services	\$	2,000.00

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

RESOLUTION NO. 08-1248

IN THE MATTER OF APPROVING THE THIRD QUARTER REPORT FOR THE PRETRIAL SUPERVISION GRANT FOR ADULT COURT SERVICES :

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

Grant #	2007-JG-C01-6270
Source:	Ohio Office of Criminal Justice Services
Grant Period:	January 1, 2008 to December 31, 2008
Federal Grant Amount:	\$ 40,000.00
Local Match:	<u>\$ 13,333.33</u>
Total Grant Amount:	\$ 53,333.33

The Grant funds a pretrial officer that supervises offenders that would otherwise remain in the Delaware County Jail. Offenders may be subject to drug testing, house arrest, GPS, substance abuse treatment as well as employment.

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

RESOLUTION NO. 08-1249

IN THE MATTER OF APPROVING THE THIRD QUARTER REPORT FOR THE MENTAL HEALTH GRANT FOR ADULT COURT SERVICES :

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

Grant #	2007-JG-C01-6596
Source:	Ohio Office of Criminal Justice Services
Grant Period:	January 1, 2008 to December 31, 2008
Federal Grant Amount:	\$ 61,000.00
Local Match:	<u>\$ 20,333.33</u>
Total Grant Amount:	\$ 81,333.33

The Grant funds the joint effort of the Delaware County Adult Court Services and the Delaware Municipal Court for supervision of offenders that are eligible for the Mental Health Docket. These offenders qualify due to clinically proven mental health issues.

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

RESOLUTION NO. 08-1250

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Bill Jackson's has received his notification from OPERS that he is eligible for disability benefits. His last official day with Delaware County will be 10-06-08. For pay period 0801022 there will need to be 95.50772 hours of Leave-without pay.

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

RESOLUTION NO. 08-1251

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Recommendation to hire Matt Lambert to the Staff Engineer II Position with the Sanitary Engineer Department; effective date October 20, 2008.

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

RESOLUTION NO. 08-1252

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR MICHAEL KELLAR:

It was moved by Mr. Ward, seconded by Mr. Evans to accept the following Sanitary Subdivider's Agreement:

Michael Kellar

**SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 20th day of October 2008, by and between MICHAEL KELLAR (herein known as SUBDIVIDER), as evidenced by the approved KELLAR TRACT sanitary sewer improvement plan, and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER 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; said SUBDIVIDER is to execute a Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$ 19,236.10**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements. The bond, certified check, irrevocable letter of credit, or other approved financial warranty shall remain in effect until released by the COUNTY at the completion of construction.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and 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 action, or omissions of any contractor or sub-contractor or from any material, method or explosive 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.

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All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be replaced by the SUBDIVIDER, when in the opinion of the COUNTY, his performance is deemed inadequate.

The SUBDIVIDER 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.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$2,308.00**, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall subtract from the above sum an amount equal to three and one-half percent (3½%) of the construction cost of the IMPROVEMENTS for plan review. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$75.00
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted, the SUBDIVIDER shall make an additional deposits to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover a re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- (1) "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in DWG format & PDF format. An excel spreadsheet shall accompany the plan submittal showing the locations of the manholes in State Plan Coordinates (1988 datum).
- (2) an itemized statement showing the cost of IMPROVEMENTS
- (3) a waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

Should the SUBDIVIDER become unable to carry out the provisions of this AGREEMENT, the SUBDIVIDER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this AGREEMENT.

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IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

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

RESOLUTION NO. 08-1253

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND SMITH EXCAVATING INC. FOR THE DECHLORINATION TABLET FEEDER UPGRADES TO THE BENT TREE WASTEWATER TREATMENT PLANT:

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

WHEREAS the Ohio Environmental Protection Agency (OEPA) has required the County to make certain improvements at the Bent Tree Wastewater Treatment Plant known as the Dechlorination Tablet Feeder Upgrades and,

Whereas the OEPA has issued a Permit to Install the subject improvements, and

WHEREAS Smith Excavating of Sunbury, Ohio has provided the lowest and best estimate for the proposed improvements, and

WHEREAS it is recommended to execution an agreement with Smith Excavating, Inc. to perform the required improvements.

THEREFORE be it resolved that the Board of County Commissioners execute the agreement, Notice to Proceed, and Notice of Commencement for the Dechlorination Tablet Feeder Upgrades with Smith Excavating Inc. of Sunbury Ohio.

FURTHERMORE Let it be resolved that the Board of County Commissioner's approve the following purchase order:

1. \$8,747.00 from Org Key 66690801 - 5450 for Bent Tree Dechlorination Tablet Feeder Upgrades upgrades to Smith Excavating Inc, of Sunbury, Ohio.

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

RESOLUTION NO. 08-1254

IN THE MATTER OF APPROVING AN EASEMENT AGREEMENT WITH BENJAMIN G. DENLINGER AND LISA A. BONNETT FOR PERRY – TAGGART SANITARY IMPROVEMENTS:

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

Whereas the Board of County Commissioner have previously executed Change Order # 14 for the Perry – Taggart Sanitary Improvements, and

Whereas the Change Order directs the contractor to construct a 15" diameter sewer from Daventry Lane to the Wingate Farms Pump Station and to remove the pump station, and

Whereas both temporary and permanent easements from Benjamin G. Denlinger and Lisa A. Bonnett at 8300 Olentangy River Road, Powell, Ohio are needed for the proposed improvements, and

Whereas the required easements are detailed in Exhibit A, and

Whereas the proposed sewer improvements will negatively impact the existing septic system, and

Whereas Benjamin G. Denlinger and Lisa A. Bonnett have executed an easement agreement for the County to purchase the required easements, and

Therefore be it resolved that the Board of County Commissioners executed the agreement that includes the appraised value of the easement, the capacity fee and construction cost to connect to the sewer with Benjamin G. Denlinger and Lisa A. Bonnett for the purchase of the easements as described in Exhibit A.

Furthermore be it resolved that the Board of County Commissioners approve at purchase order and voucher for payment in the amount of \$29,825.00 to Benjamin G. Denlinger and Lisa A. Bonnett from 66711903-5401.

(Copy of Exhibit available in the Sanitary Engineer's Department until no longer of administrative value)

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

RESOLUTION NO. 08-1255

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS AND SUPPLEMENTAL APPROPRIATIONS FOR VARIOUS DITCH PETITION PROJECTS:

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

Supplemental Appropriation

40311419-5328	DI Basinger/Maintenance	\$	14,785.00
40311419-5301	DI Basinger/Professional Services	\$	6,400.00
40311419-5319	DI Basinger/Reimbursements	\$	8,000.00
40311413-5301	DI Knuckles 2/Professional Services	\$	1,050.00
40311431-5301	DI Obrien/Professional Services	\$	225.00
40311432-5301	DI Chadwick 2/Professional Services	\$	800.00

Transfer of Appropriation

From	To		
40311422-5430	40311422-5301		
Jones Timms/Ditch Construction	Jones Timms/Professional Services	\$	2,700.00
40311419-5430	40311419-5319		
Basinger/Ditch Construction	Basinger/Refunds	\$	8,683.87

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

RESOLUTION NO. 08-1256

IN THE MATTER OF APPROVING THE PREPARATION OF FINAL DESIGN CONTRACTS FOR ARCHITECTURE SERVICES, WITH DESIGN GROUP, AND OWNER'S REPRESENTATIVE SERVICES, WITH PIZZUTI FOR THE APPROXIMATE 51 MILLION DOLLAR COURTS BUILDING PROJECT:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following: The Preparation Of Final Design Contracts For Architecture Services, With Design Group, And Owner's Representative Services, With Pizzuti For The Approximate 51 Million Dollar Courts Building Project.

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

RESOLUTION NO. 08-1257**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

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

Recommendation to approve a 4.868588 % pay raise for County Administrator, Dave Cannon; retroactive to January 1, 2008.

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

RESOLUTION NO. 08-1258

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 LAND ACQUISITION AND FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into Executive Session at 10:25AM.

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

RESOLUTION NO. 08-1259**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 11:08AM.

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

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There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners