

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 15, 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. 08-1478

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 11, 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 December 11, 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. 08-1479

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1212 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR1212:

It was moved by Mr. Evans, seconded by Mr. Ward to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1212, memo transfers in batch numbers MTAPR1212 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
Helpline/Del & Morrow Co.	CTF SFY09	22811609-5301	\$ 8,751.50
Health Department	CTF SFY09	22811609-5301	\$ 6,097.00
Hach Co.	Sensor w/Portable Battery Logger	66290302-5450	\$ 15,875.61
Hach Co.	Sensor w/Portable Battery Logger	66290402-5450	\$ 10,578.09
Trucco Construction Co. Inc.	Perry Taggart/Sewer Const.	66711903-5415	\$ 308,000.00
Treasurer, State of OH	OECC Annual Discharge Fee	66290301-5316	\$ 5,200.00
Treasurer, State of OH	Alum Creek WWTP/Discharge Fee	66290401-5316	\$ 5,200.00
Comp Management	Self Insured Payment Transfer	61311923-5301	\$ 5,337.50
Ohio Public Defender	State PD Allen/Atty G. Meyers	10011202-5301	\$ 7,997.35
Ohio Public Defender	State PD Allen	10011202-5301	\$ 12,692.80
Increases			
Farm Plan	Fuel	66290302-5228	\$ 2,972.05
Farm Plan	Fuel	66290402-5228	\$ 1,527.95
Southern St. Community	Tuition Program	22311611-5348	\$ 2,005.00
JFS	EMT Reimbursement	22411601-5348	\$ 5,000.00
Columbus State	Job and Family Program	22311611-5348	\$ 4,000.00
Clerk of Courts	CSEA	10011102-560	\$ 170.00
Trident	Security	10011102-5360	\$ 1,500.00
Common Pleas II	CSEA	10011102-5360	\$ 1,500.00
BCMH	Children’s Trust	10011102-5360	\$ 19,000.00
Cutting Edge Construction	Formula Grant Ashley	23011708-5365	\$ 10,600.00
Cutting Edge Construction	Formula Grant Ashley	23111709-5365	\$ 8,300.00
Brown Publishing	Advertising	21011113-5312	\$ 352.00
Decreases			
Pomante Contractors	Formula Grant	23111711-5365	\$ 500.00
Vouchers			
OH CAT	Generator Rental	66290302-5335	\$ 13,207.70
AEP	Electric Service Various Locations	66290702-5338	\$ 7,215.02
Kirk Williams	Boiler & Cooler Replacement	40111402-5410	\$ 91,550.00
Thomas & Company LPA	Special BWC Legal Services	75110902-5361	\$ 5,739.76
Concord/Scioto Community	Lower Scioto Water Rec. Project	66690501-5415	\$ 1,483,453.40
T & J Junior Academy	Day Care	22411610-5348	\$ 10,577.20
J C & Son Builders	DCHIP/ADA Ramp/Powell	23011702-5365	\$ 5,185.00
New Horizons	Tuition	22311611-5348	\$ 14,695.00
Building Trades Institute	Tuition	22311611-5348	\$ 14,000.00
Royal Electric	Electric CFOA	43111424-5410	\$ 100,270.43
Squire Sanders	Courts Building Cost	10011102-5361	\$ 64,077.51
Standards Poors	Borrowing Cost Courts Bldg	10011102-5301	\$ 17,990.00

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Moody's	Borrowing Cost Courts Bldg	10011102-5301	\$	10,980.00
John Sanders	Land Purchase Africa Road	40211405-5401	\$	151,248.00
Central Fire	CFOA Fire Protections	43111424-5410	\$	10,013.00
2 K General	Willis General Trades	40411412-5410	\$	46,336.00
Thomas Glass	Windows CFOA	43111424-5410	\$	2,031.51
Delaware City Schools	Day Care	22411610-5348	\$	7,984.09
Noah Ark	Day Care	22411610-5348	\$	7,006.34
Noah Ark	Day Care	22411610-5348	\$	10,021.24
Kindercare	Day Care	22411610-5348	\$	39,608.18
Todays Learning Child	Day Care	22411610-5348	\$	21,175.52
Noahs Ark	Day Care	22511607-5348	\$	1,697.20
Kindare care	Day Care	22511607-5348	\$	1,395.05
Todays Learning Child	Day Care	22511607-5348	\$	1,570.00

Memo Transfer Vouchers

From	To			
Alum Creek WWTP	Service Center	Fuel	\$	26,527.18
66290302-5228	10011106-5228			
Del County Commissioners	Del Co. Juvenile Court	Ct Contract Billing/	\$	6,510.20
10011102-5360	10026201-4245	Aug 08 CSEA		
Del County Commissioners	Del Co. Juvenile Court	Ct Contract Billing	\$	5,476.07
10011102-5360	10026201-4245	/Sept 08 CSEA		
CSEA	Del Co. Juvenile Court	Ct. Contract Billing	\$	9,394.08
23711630-5360	10026201-4245			
Del County Commissioners	Prosecutor's Office	IV-D Non –Support	\$	664.76
10011102-5360	10012101-4230	Contract		
JFS	FCFC	TANF Sept FY09	\$	25,650.05
22411601-5348	70161607-5348			

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

RESOLUTION NO. 08 -1480

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The 911 Department is requesting that Patrick Brandt and Shane Herbert attend a Harris Microwave Course in San Antonio, Texas March 9-13, 2009, at the cost of \$2,565.00.

The Environmental Services Department is requesting that Chad Antle attend a Treatment Plant Hydraulics Seminar in Chicago, Illinois December 22-23, 2008, at the cost of \$1,459.00

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

RESOLUTION NO. 08-1481

IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST FROM MAB NORTH ORANGE LLC. FOR UNIT 1, UNIT 2 AND UNIT 3 AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that MAB North Orange LLC. On North High Street Between Olentangy Crossing East and Lewis Center Road for Unit 1, Unit 2 and Unit 3 has requested new D5 permits located On North High Street Between Olentangy Crossing East and Lewis Center Road Orange Township Lewis Center, Ohio 43035, and

Whereas, the Orange Township Trustees have not responded with an objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested and the Delaware County Commissioners have received no objections.

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

RESOLUTION NO. 08-1482

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IN THE MATTER OF ACCEPTING MAINTENANCE BOND FOR CROSS CREEK SECTION 3A:

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

Cross Creek Section 3A

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 2009 construction season.

In accordance with the Subdivider’s Agreement, The Engineer recommends that the maintenance bond be set at \$23,217 for the duration of the one year maintenance period. A Letter of Credit in that amount is in place. The Engineer also request approval to return the Letter of Credit being held as construction surety to the developer, Homewood Corporation.

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

RESOLUTION NO. 08-1483

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES CONTRACT WITH JONES STUCKEY LTD., INC. FOR THE RADNOR ROAD OVER SCIOTO RIVER BRIDGE REPLACEMENT CR 198:

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

PROFESSIONAL SERVICES CONTRACT
RADNOR ROAD OVER SCIOTO RIVER
BRIDGE REPLACEMENT (DEL-CR198)

Section 1 – Parties to the Agreement

Agreement made and entered into this 15th day of December, 2008 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and the firm of Jones Stuckey Ltd., Inc., 2323 West Fifth Avenue, Suite 160, Columbus, Ohio 43204 (“Consultant”).

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as Administrator and agent of the Board for Work performed in accordance with 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 Radnor Road over Scioto River Bridge Replacement (DEL-CR198) including services listed in the Scope of Services agreed upon by the County and Consultant, dated October 23, 2008, and the Price Proposal revised November 24, 2008, by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work promptly 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 fee not to exceed Two Hundred Eighteen Thousand Five Hundred Five dollars (\$218,505) and additional “if-authorized” tasks to be performed only with written authorization of the Administrator not to exceed Twelve Thousand Fifty Three dollars (\$12,053) in accordance with allowable costs and fees listed in the Consultant’s aforementioned Price Proposal. Compensation for those tasks listed in the Price Proposal shall constitute full payment for all labor, equipment and materials required to complete those tasks.

Section 5 – Payment

Compensation shall be paid based on the estimated percentage of work completed to date in accordance with the Consultant’s Price Proposal. 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 task not listed in the Price Proposal until written authorization for such work is provided by the County. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices.

Section 6 – Completion of Work, Delays and Extensions

All Work associated with this Agreement shall be completed by the Consultant no later than April 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

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- 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 subconsultants 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 Insureds: The County, its elected officials and employees, shall be named as additional insureds 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 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 therefrom, to the proportionate extent caused 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 – Suspension or Termination of Agreement

The County may suspend or 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 suspend or terminate Work, as ordered by the County. In the case of Termination, the Consultant shall 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 Engineering Documents

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents or electronic files produced 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 Key Consultant Staff

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants 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 thereafter 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 Agreement, without the prior express written consent of County.

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- 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 respects, continue to be effective and to be complied with.
- 13.7 Findings for Recovery: Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.8 Homeland Security: Consultant 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, Consultant agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and “No” being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.
- 13.9 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

- 13.10 Campaign Finance – Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

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

RESOLUTION NO. 08-1484

IN THE MATTER OF APPROVING AN AGREEMENT WITH 3SG CORPORATION FOR THE DELAWARE COUNTY RECORDER’S OFFICE:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the agreement with 3SG Corporation for The Delaware County Recorder’s Office.

(A copy of the agreement is available in the Recorder’s Office until no longer of administrative value).

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

RESOLUTION NO. 08-1485

IN THE MATTER OF APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN DELAWARE COUNTY AND HEALTH PROFESSIONALS LTD. FOR INMATE HEALTH SERVICES AT DELAWARE COUNTY:

It was moved by Mr. Evans, seconded by Mr. Ward to approve an amendment to the agreement between Delaware County And Health Professionals Ltd. For Inmate Health Services At Delaware County.

(A copy of the agreement 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. 08-1486

IN THE MATTER OF APPROVING AN ADDENDUM TO RESOLUTION NO. 08-1457 (IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE SHERIFF’S OFFICE AND THE UNITED STATES MARSHALS SERVICES) FOR THE DISTRICT FUGITIVE TASK FORCE SOUTHERN OHIO FUGITIVE APPREHENSION STRIKE TEAM:

It was moved by Mr. Ward, seconded by Mr. Evans to approve a Fiscal Year 2009 Overtime Addendum To Resolution No. 08-1457 (In The Matter Of Approving A Memorandum Of Understanding Between The Sheriff’s Office And The United States Marshals Services) For The District Fugitive Task Force Southern Ohio Fugitive Apprehension Strike Team.

(A copy of the 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

RESOLUTION NO. 08-1487

IN THE MATTER OF APPROVING AN AGREEMENT AND SCOPE OF SERVICES BETWEEN THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY; THE SHERIFF OF DELAWARE COUNTY; GRADY MEMORIAL HOSPITAL AND THE DELAWARE-MORROW MENTAL HEALTH AND RECOVERY SERVICES BOARD FOR MENTAL HEALTH EMERGENCY SECURITY AND TRANSPORT SERVICES :

It was moved by Mr. Evans, seconded by Mr. Ward to approve an agreement and scope of services between The Board Of Commissioners Of Delaware County; The Sheriff Of Delaware County; Grady Memorial Hospital And The Delaware-Morrow Mental Health And Recovery Services Board For Mental Health Emergency Security And Transport Services.

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

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

RESOLUTION NO. 08-1488

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Lieutenant Jim Smith is retiring from the EMS Department; effective date December 27, 2008.

Hugh Dick is retiring from his position as Captain with the EMS Department; effective date December 26, 2008.

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

RESOLUTION NO. 08-1489

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR SAGE CREEK 1B:

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

Sage Creek 1B 1,215 feet of 8- inch sewer 6 manholes

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

RESOLUTION NO. 08-1490

RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF AUTOMOBILE FOR THE USE OF THE COUNTY COMMISSIONERS; ANY COUNTY DEPARTMENT, BOARD, COMMISSION, OFFICE OR AGENCY; OR ANY ELECTED COUNTY OFFICIAL OR HIS OR HER EMPLOYEES:

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

WHEREAS; the Board of County Commissioners of Delaware County, Ohio are required by Ohio Revised Code §307.41, to find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new automobile to be used by the County Commissioners, by any county department, board, commission, office or agency, or by any elected county official or his or her employees, and

WHEREAS; the Board of County Commissioners of Delaware, County, Ohio has before it a request from the Division of Environmental Service to expend county monies for the purchase of one new vehicle (4-wheel drive, crew cab, compact, gasoline truck); and

WHEREAS; the Board of County Commissioners will, through this resolution, legally appropriate monies from the proper fund for the acquisition of vehicles

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

Section 1. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that a necessity exists to purchase one new truck for use by the Regional Sewer District.

Section 2. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the motor vehicle required is for replacement of the current vehicles.

Section 3. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the make and model of such vehicle is one Chevrolet, Colorado crew cab with 4 wheel drive for a total of \$20,293.76.

Section 4. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the purchase or lease of said vehicle(s) will be in conformity with the public bidding requirements of Ohio Revised Code §§307.86 through 307.92.

Section 5. The Board of County Commissioners does hereby approve the following transfer of appropriations:

From 66211902 – 5301 (Contracted Professional Services) to 66211902 - 5450 (Machinery and Equipment) in the amount of \$13,500.00

Section 6. The Board of County Commissioners does hereby approve a purchase order request for \$20,293.76 to Bob McDorman Chevrolet in Canal Winchester, Ohio for one Chevrolet Colorado crew cab truck with 4 wheel drive from 66211902 – 5450.

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

RESOLUTION NO. 08-1491

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE CODE COMPLIANCE DEPARTMENT:

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

Transfer of Appropriations

From	To	Amount
10011301 - 5001	10011301 - 5301	\$ 3,500.00
Code Compliance/ Compensation	Code Compliance/Contracted Professional Services	
Approval of Purchase Order	Soil & Water 10011301-5301	\$5,175.00
Vote on Motion	Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye	

RESOLUTION NO. 08-1492

IN THE MATTER OF APPROVING THE GRANT AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AS FISCAL AND ADMINISTRATIVE AGENT FOR DELAWARE COUNTY FAMILY AND CHILDREN FIRST COUNCIL, AND HELPLINE OF DELAWARE & MORROW COUNTIES, INC., FOR SFY 2009 OHIO CHILDREN TRUST FUNDS:

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

Grant Agreement Between
Delaware County Department of Job and Family Services (DCDJFS), as Fiscal and Administrative Agent for Delaware County Family and Children First Council (FCFC), and Helpline of Delaware & Morrow Counties, Inc., for SFY 2009
Ohio Children Trust Funds

This Grant Agreement is entered into this 21st day of October, 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 Helpline of Delaware and Morrow Counties (hereinafter, “Agency”) whose address is 11 North Franklin Street, Delaware, Ohio 43015 (hereinafter collectively, the “Parties”).

Term: This Grant Agreement is for the time period of July 1, 2008 through June 30, 2009.

Amount and Terms of Payment of Grant Award: The total amount of the Grant Award to the Agency for State Fiscal Year 2009 (SFY 09) is \$17,503.00, payable as follows:

Upon receipt of this signed agreement, FCFC will release 50% of the monies to the Agency, being \$8,751.50. On or about March 1, 2009 or upon receipt by the DCDJFS of the Ohio Children’s Trust Fund (OCTF) monies from the state, whichever is later, and when a quarterly invoice is submitted to DCDJFS, 30% of the award will be released to the Agency, being \$5,250.90. On or about July 30, 2009, or upon receipt of the Agency’s submission of the Annual Report showing evidence of satisfactory achievement of the service deliverables, and when an invoice for the balance of the reward is received, the final 20% of the award, being \$3,500.60, will be released to the Agency provided that all service delivery and reporting requirements have been met.

Service delivery: Agency will provide the services described below. The Agency is expected to achieve no less than 40% of service delivery by December 31, 2008 and no less than 90% service delivery by June 30, 2009. Service delivery and budget details are further described in the grant application attached to this Grant Agreement. Said attachment(s) further describing the service delivery and budget are by this reference incorporated herein and are hereby deemed to be part of this Grant Agreement as if fully set forth herein.

Deliverable #1: HelpLine Prevention Team staff members and former CAP volunteers who are interested will receive training in Dayton, Ohio to be certified to deliver the “Stewards of Children” program.

“Stewards of Children” program is a national evidence-based child sexual abuse prevention program developed by Darkness to Light (www.darkness2light.org). “Stewards of Children” is an effective sexual abuse prevention training program that educates adults to prevent, recognize, and react responsibly to child sexual abuse and motivates them to courageous action. The “Stewards of Children” program is developed by Darkness to Light, a national child sexual abuse prevention organization based in Charleston. Trained staff and volunteers will then provide the Stewards training to adults who have direct and routine responsibility for the well-being of children and/or adolescents. We will focus recruiting for the Stewards training sessions on a cross-community representation of staff, volunteers and parents who are affiliated with community-based youth programs, schools, and faith communities in our County.

Unit of service = 1 staff/volunteer attending one 8-hour training
Units planned = 3 units

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Deliverable #2: HelpLine's trained facilitators will then deliver "Stewards of Children" program training to 300 adults.

HelpLine staff will identify Delaware County community partners interested in scheduling "Stewards of Children" training. HelpLine will target scheduling training at schools, organizations and faith communities that have direct contact with youth. HelpLine has already engaged in preliminary discussions with the Delaware City Schools to implement "Stewards of Children" training with all parents who volunteer in the district.

Unit of service = 1 adult attending 1 training

Units planned = 300 units

Reporting requirements: Quarterly Fiscal Reports as well as quarterly invoices for services provided are due January 10, 2009, April 10, 2009 and July 10, 2009. A Semi-Annual Program Report is due January 10, 2009 and an Annual Report is due July 10, 2009.

Indemnity/Insurance:

A. To the fullest extent of the law, Agency agrees to indemnify and hold the Delaware County Board of County Commissioners ("Board"), the Delaware County Department of Job and Family Services ("DCDJFS"), FCFC, and Delaware County and their respective boards, officers, officials, employees, volunteers, agents, servants and representatives (collectively "Indemnified Parties") free and harmless from any and all actions, claims, suits, demands, judgments, damages, losses and expenses, regardless of type or nature, actual or threatened, including but not limited to promptly retaining defense counsel to represent the Indemnified Parties, defending and protecting the same, and paying any and all attorney's fees, costs, and expenses, arising from any accident or occurrence, intentional or unintentional, related in any manner to Agency's performance of this Grant Agreement. The Agency further agrees that it shall undertake to defend, at its own expense, any and all actions, claims, suits, or demands brought against the Indemnified Parties by reason of or result of the Agency's performance under this Grant Agreement, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.

B. The Agency agrees to indemnify and hold the Indemnified Parties free and harmless from any and all actions, claims, suits, demands, judgments, damages, losses and expenses, regardless of type or nature, actual or threatened, including but not limited to attorney's fees, costs, and expenses, arising from any disclosure of confidential information, intentional or unintentional, or any other such lawsuits or regulatory actions arising from any sharing, intentional or unintentional, of confidential information. For purposes of this section, "confidential information" is defined as any information that may personally identify any person, client, or individual that potentially and/or does receive services provided under this Grant Agreement, unless such person, client, and/or individual, or if a minor, the minor's parent or guardian, agrees in writing to the release of such information.

C. The Agency shall assume full responsibility for and shall indemnify the Board, DCDJFS, FCFC, and Delaware County for any damage to or loss of any Board, DCDJFS, FCFC, and/or County property, including but not limited to building, fixtures, furnishings, equipment, supplies, accessories and/or parts resulting in whole or part from any acts or omissions, intentional or unintentional, of the Agency or any board, officer, official, employee, volunteer, agent, servant, or representative of the Agency.

D. The Agency shall present current certificates of insurance prior to commencement of this Grant Agreement, and shall maintain during the term of this Grant Agreement, the insurance and bonds specified below:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. (Certificate not required if it's a government agency.)
- b. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, including coverage for subcontractors, if any are used.
- c. Umbrella or Excess Liability insurance (over and above Commercial General Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of the Board, DCDJFS, FCFC, and/or Delaware County, or its departments, with limits of at least \$300,000 (Combined Single Limit) or, \$100,000 per person and \$300,000 per accident for Bodily Injury and \$100,000 per accident for property damage.
- e. The DCDJFS, FCFC, and the Board of Delaware County Commissioners must be named as "Additional Insured" on the policies listed in paragraphs b, c, and d above.

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Independent Contractor:

The Agency shall act in performance of this Grant Agreement as an Independent Contractor. As an independent contractor, the Agency and/or its board, officers, officials, 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.

Termination for Convenience/Cause:

A. Termination for the Convenience

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

B. Breach or Default of Contract

Upon breach or default of any of the provisions, obligations, or duties embodied in this Grant Agreement, an aggrieved party shall provide written notice of the breach or default to the breaching or defaulting party and permit the breaching or defaulting party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Grant 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 Agency shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If the Agency or the FCFC fails to perform an obligation or obligations under this Grant Agreement and such failure(s) is (are) waived by the other party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by the FCFC shall be authorized in writing and signed by an authorized FCFC representative.

C. Loss of Funding

It is understood by the Agency that availability of funds for this Grant Agreement and thus this Grant Agreement is contingent on appropriations made by the Local, State and/or Federal government. In the event that the Local, State and/or Federal reimbursement is no longer available to the FCFC, the Agency understands that changes and/or termination of this Grant Agreement will be required and necessary. Such changes and/or termination will be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by the FCFC.

Compliance with Requirements of Ohio Children's Trust Fund (OCTF):

The Agency agrees to comply with requirements of the Ohio Children's Trust Fund (OCTF) and to use monies awarded only to support primary and secondary child abuse/neglect prevention efforts as approved in the grant application and/or written addendum. Said grant application and/or written addendum are by this reference incorporated herein and are hereby deemed to be part of this Grant Agreement as if fully set forth herein.

OCTF monies will not be targeted to families or individuals case managed by the DCDJFS or any public children services agency, nor will they be used to supplant existing funding.

Non-compliance or unsatisfactory achievement of above specified service units may result in reduced funding or cancellation of this award.

Civil Rights: The Agency understands and agrees that, as a condition of this Grant Agreement, there shall be no discrimination against any person, client, individual, and/or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation and/or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the Agency 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 Grant 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 Grant Agreement.

Accessibility of Programs to the Disabled/Handicapped: The Agency agrees as a condition of this Grant Agreement to make all services and/or programs provided pursuant to this Grant Agreement accessible to the disabled/handicapped. The Agency further agrees as a condition of this Grant Agreement to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the

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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 Grant Agreement.

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

CAMPAIGN FINANCE – COMPLIANCE WITH ORC § 3517.13

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

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

Notices:

All notices which may be required by this Grant 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 :

Agency:	FCFC:
Name: _____	Mona Reilly
Address: _____	Delaware County Family and
	Children First Council
	140 N. Sandusky St., 2 nd Floor
City/State/Zip: _____	Delaware, Ohio 43015

Governing Law: This Grant 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 Grant Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

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

Entire Agreement: This Grant Agreement, along with all of its Attachments, shall constitute the entire understanding and agreement between the FCFC and the Agency, 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.

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

Effect of Signature: The signature below on behalf of the Agency indicates that the signer and the Agency agree to be bound by all the terms and conditions of this Grant Agreement and to comply with all requirements of OCTF.

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

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RESOLUTION NO. 08-1493

IN THE MATTER OF APPROVING THE GRANT AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AS FISCAL AND ADMINISTRATIVE AGENT FOR DELAWARE COUNTY FAMILY AND CHILDREN FIRST COUNCIL, AND DELAWARE GENERAL HEALTH DISTRICT, FOR SFY 2009 OHIO CHILDREN TRUST FUNDS:

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

**Grant Agreement Between
Delaware County Department of Job and Family Services (DCDJFS), as Fiscal and Administrative Agent for
Delaware County Family and Children First Council (FCFC), and Delaware General Health District, for SFY
2009
Ohio Children Trust Funds**

This Grant Agreement is entered into this 21st day of October, 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 Delaware General Health District (hereinafter, "Agency") whose address is 1 West Winter Street, Delaware, Ohio 43015 (hereinafter collectively, the "Parties").

Term: This Grant Agreement is for the time period of July 1, 2008 through June 30, 2009.

Amount and Terms of Payment of Grant Award: The total amount of the Grant Award to the Agency for State Fiscal Year 2009 (SFY 09) is \$12,194.00, payable as follows:

Upon receipt of this signed agreement, DCDJFS will release 50% of the monies to the Agency, being \$6,097.00. On or about March 1, 2009 or upon receipt by the DCDJFS of the Ohio Children's Trust Fund (OCTF) monies from the state, whichever is later, and when a quarterly invoice is submitted to DCDJFS, 30% of the award will be released to the Agency, being \$3,658.20. On or about July 30, 2009 or upon receipt of the Agency's submission of the Annual Report showing evidence of satisfactory achievement of the service deliverables, and when an invoice for the balance of the reward is received, the final 20% of the award (\$2,438.80) will be released to the Agency provided that all service delivery and reporting requirements have been met.

Service delivery: Agency will provide the services described below. The Agency is expected to achieve no less than 40% of service delivery by December 31, 2008 and no less than 90% service delivery by June 30, 2009. Service delivery and budget details are further described in the grant application, attached to this Grant Agreement. Said attachment(s) further describing the service delivery and budget are by this reference incorporated herein and are hereby deemed to be part of this Grant Agreement as if fully set forth herein.

Deliverable #1: The Family Support Specialist will develop and mail a quarterly newsletter called "Parent Pages" to every family enrolled in the Help Me Grow program.

Unit of service = 1 (one) family receiving 1 (one) newsletter.
Projected units of service = 1600 units

Deliverable #2: The Family Support Specialist will continue to organize and promote the Down Syndrome and Autism support groups. These support groups will be offered on a monthly basis in locations determined by each support group.

Unit of Service = 1 (one) support group meeting
Projected units of service = 24 (twenty-four) support group meetings

Reporting Requirements:

Quarterly Fiscal reports as well as quarterly invoices for services provided are due January 10, 2009, April 10, 2009, and July 10, 2009. A Semi-Annual Program report is due January 10, 2009 and an Annual Report is due July 10, 2009.

Parties Responsible For Their Own Actions:

Both the Agency and DCDJFS, as governmental entities, lack authority to indemnify. As such, the Agency and DCDJFS, agree to be and shall be responsible for their own actions resulting from their performance of and/or provision of services under this Grant Agreement. Therefore, the Agency and DCDJFS agree to be individually and solely responsible for any and all liability, loss, damage, 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 Grant Agreement.

Independent Contractor:

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The Agency shall act in performance of this Grant Agreement as an Independent Contractor. As an independent contractor, the Agency and/or its board, officers, officials, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Delaware County Board of County Commissioners, DCDJFS, FCFC, and Delaware County.

Termination for Convenience/Cause:

A. Termination for the Convenience

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

B. Breach or Default of Contract

Upon breach or default of any of the provisions, obligations, or duties embodied in this Grant Agreement, an aggrieved party shall provide written notice of the breach or default to the breaching or defaulting party and permit the breaching or defaulting party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Grant 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 Agency shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If the Agency or the FCFC fails to perform an obligation or obligations under this Grant Agreement and such failure(s) is (are) waived by the other party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by the FCFC shall be authorized in writing and signed by an authorized FCFC representative.

C. Loss of Funding

It is understood by the Agency that availability of funds for this Grant Agreement and thus this Grant Agreement is contingent on appropriations made by the Local, State and/or Federal government. In the event that the Local, State and/or Federal reimbursement is no longer available to the FCFC, the Agency understands that changes and/or termination of this Grant Agreement will be required and necessary. Such changes and/or termination will be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by the FCFC.

Compliance with Requirements of Ohio Children's Trust Fund (OCTF):

The Agency agrees to comply with requirements of the Ohio Children's Trust Fund (OCTF) and to use monies awarded only to support primary and secondary child abuse/neglect prevention efforts as approved in the grant application and/or written addendum. Said grant application and/or written addendum are by this reference incorporated herein and are hereby deemed to be part of this Grant Agreement as if fully set forth herein.

OCTF monies will not be targeted to families or individuals case managed by the DCDJFS or any public children services agency, nor will they be used to supplant existing funding.

Non-compliance or unsatisfactory achievement of above specified service units may result in reduced funding or cancellation of this award.

Civil Rights: The Agency understands and agrees that, as a condition of this Grant Agreement, there shall be no discrimination against any person, client, individual, and/or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation and/or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the Agency 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 Grant 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 Grant Agreement.

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

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Rights of the Department of Health and Human Services and termination of this Grant Agreement.

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

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

Notices:

All notices which may be required by this Grant 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 :

Agency:	FCFC:
Frances M. Veverka, MPH	Mona Reilly
Health Commissioner	Delaware County Family and
Delaware General Health District	Children First Council
1 West Winter Street	140 N. Sandusky St., 2 nd Floor
Delaware, Ohio 43015	Delaware, Ohio 43015

Governing Law: This Grant 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 Grant Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

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

Entire Agreement: This Grant Agreement, along with all of its Attachments, shall constitute the entire understanding and agreement between the FCFC and the Agency, 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.

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

Effect of Signature: The signature below on behalf of the Agency indicates that the signer and the Agency agree to be bound by all the terms and conditions of this Grant Agreement and to comply with all requirements of OCTF.

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

RESOLUTION NO. 08-1494

IN THE MATTER OF APPROVING THE GRANT AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICE, AS FISCAL AND ADMINISTRATIVE AGENT FOR DELAWARE COUNTY FAMILY AND CHILDREN FIRST COUNCIL (FCFC), AND ACTION FOR CHILDREN, FOR SFY 2009 OHIO CHILDREN TRUST FUNDS:

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

Grant Agreement Between
Delaware County Department of Job and Family Services (DCDJFS), as Fiscal and Administrative Agent for
Delaware County Family and Children First Council (FCFC), and Action for Children, for SFY 2009
Ohio Children Trust Funds

This Grant Agreement is entered into this 21st day of October, 2008 by and between the Delaware County Department of Job and Family Services (hereinafter, “DCDJFS”), whose address is 140 North Sandusky Street,

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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 Action for Children (hereinafter, "Agency") whose address is 39 West Winter Street, Delaware, Ohio 43015 (hereinafter collectively, the "Parties").

Term: This Grant Agreement is for the time period of July 1, 2008 through June 30, 2009.

Amount and Terms of Payment of Grant Award: The total amount of the Grant Award to the Agency for State Fiscal Year 2009 (SFY 09) is \$7,527.00, payable as follows:

Upon receipt of this signed agreement, DCDJFS will release 50% of the monies to the Agency, being \$3,763.50. On or about March 1, 2009 or upon receipt by the DCDJFS of the Ohio Children's Trust Fund (OCTF) monies from the state, whichever is later, and when a quarterly invoice is submitted to DCDJFS, 30% of the award will be released to the Agency, being \$2,258.10. On or about July 30, 2009, or upon receipt of the Agency's submission of the Annual Report showing evidence of satisfactory achievement of the service deliverables, and when an invoice for the balance of the reward is received, the final 20% of the award, being \$1,505.40 will be released to the Agency provided that all service delivery and reporting requirements have been met.

Service delivery: Agency will provide the services described below. The Agency is expected to achieve no less than 40% of service delivery by December 31, 2008 and no less than 90% service delivery by June 30, 2009. Service delivery and budget details are further described in the grant application, attached to this Grant Agreement. Said attachment(s) further describing the service delivery and budget are by this reference incorporated herein and are hereby deemed to be part of this Grant Agreement as if fully set forth herein.

Deliverable #1: Provide six (6)-session series of parent education classes based on the TAPP curriculum four (4) times per year. Each series will serve ten (10) parents (or those in a parental role) of children aged seventeen (17) and under.

Unit of service = one (1) parent attending one (1) class session
Projected units of service = 192 units (80% of potential)

Reporting requirements: Quarterly Fiscal Reports as well as quarterly invoices for services provided are due January 10, 2009, April 10, 2009 and July 10, 2009. A Semi-Annual Program Report is due January 10, 2009 and an Annual Report is due July 10, 2009.

Indemnity/Insurance:

A. To the fullest extent of the law, Agency agrees to indemnify and hold the Delaware County Board of County Commissioners ("Board"), the Delaware County Department of Job and Family Services ("DCDJFS"), FCFC, and Delaware County and their respective boards, officers, officials, employees, volunteers, agents, servants and representatives (collectively "Indemnified Parties") free and harmless from any and all actions, claims, suits, demands, judgments, damages, losses and expenses, regardless of type or nature, actual or threatened, including but not limited to promptly retaining defense counsel to represent the Indemnified Parties, defending and protecting the same, and paying any and all attorney's fees, costs, and expenses, arising from any accident or occurrence, intentional or unintentional, related in any manner to Agency's performance of this Grant Agreement. The Agency further agrees that it shall undertake to defend, at its own expense, any and all actions, claims, suits, or demands brought against the Indemnified Parties by reason of or result of the Agency's performance under this Grant Agreement, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.

B. The Agency agrees to indemnify and hold the Indemnified Parties free and harmless from any and all actions, claims, suits, demands, judgments, damages, losses and expenses, regardless of type or nature, actual or threatened, including but not limited to attorney's fees, costs, and expenses, arising from any disclosure of confidential information, intentional or unintentional, or any other such lawsuits or regulatory actions arising from any sharing, intentional or unintentional, of confidential information. For purposes of this section, "confidential information" is defined as any information that may personally identify any person, client, or individual that potentially and/or does receive services provided under this Grant Agreement, unless such person, client, and/or individual, or if a minor, the minor's parent or guardian, agrees in writing to the release of such information.

C. The Agency shall assume full responsibility for and shall indemnify the Board, DCDJFS, FCFC, and Delaware County for any damage to or loss of any Board, DCDJFS, FCFC, and/or County property, including but not limited to building, fixtures, furnishings, equipment, supplies, accessories and/or parts resulting in whole or part from any acts or omissions, intentional or unintentional, of the Agency or any board, officer, official, employee, volunteer, agent, servant, or representative of the Agency.

D. The Agency shall present current certificates of insurance prior to commencement of this Grant Agreement, and shall maintain during the term of this Grant Agreement, the insurance and bonds specified

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below:

- f. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. (Certificate not required if it's a government agency.)
- g. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, including coverage for subcontractors, if any are used.
- h. Umbrella or Excess Liability insurance (over and above Commercial General Liability) with a limit of at least \$2,000,000.
- i. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of the Board, DCDJFS, FCFC, and/or Delaware County, or its departments, with limits of at least \$300,000 (Combined Single Limit) or, \$100,000 per person and \$300,000 per accident for Bodily Injury and \$100,000 per accident for property damage.
- j. The DCDJFS, FCFC, and the Board of Delaware County Commissioners must be named as "Additional Insured" on the policies listed in paragraphs b, c, and d above.

Independent Contractor:

The Agency shall act in performance of this Grant Agreement as an Independent Contractor. As an independent contractor, the Agency and/or its board, officers, officials, 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.

Termination for Convenience/Cause:

A. Termination for the Convenience

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

B. Breach or Default of Contract

Upon breach or default of any of the provisions, obligations, or duties embodied in this Grant Agreement, an aggrieved party shall provide written notice of the breach or default to the breaching or defaulting party and permit the breaching or defaulting party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Grant 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 Agency shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If the Agency or the FCFC fails to perform an obligation or obligations under this Grant Agreement and such failure(s) is (are) waived by the other party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by the FCFC shall be authorized in writing and signed by an authorized FCFC representative.

C. Loss of Funding

It is understood by the Agency that availability of funds for this Grant Agreement and thus this Grant Agreement is contingent on appropriations made by the Local, State and/or Federal government. In the event that the Local, State and/or Federal reimbursement is no longer available to the FCFC, the Agency understands that changes and/or termination of this Grant Agreement will be required and necessary. Such changes and/or termination will be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by the FCFC.

Compliance with Requirements of Ohio Children's Trust Fund (OCTF):

The Agency agrees to comply with requirements of the Ohio Children's Trust Fund (OCTF) and to use monies awarded only to support primary and secondary child abuse/neglect prevention efforts as approved in the grant application and/or written addendum. Said grant application and/or written addendum are by this reference incorporated herein and are hereby deemed to be part of this Grant Agreement as if fully set forth herein.

OCTF monies will not be targeted to families or individuals case managed by the DCDJFS or any public

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children services agency, nor will they be used to supplant existing funding.

Non-compliance or unsatisfactory achievement of above specified service units may result in reduced funding or cancellation of this award.

Civil Rights: The Agency understands and agrees that, as a condition of this Grant Agreement, there shall be no discrimination against any person, client, individual, and/or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation and/or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the Agency 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 Grant 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 Grant Agreement.

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

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

CAMPAIGN FINANCE – COMPLIANCE WITH ORC § 3517.13

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

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

Notices:

All notices which may be required by this Grant 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 :

Agency:	FCFC:
Name: _____	Mona Reilly
	Delaware County Family and
Address: _____	Children First Council
	140 N. Sandusky St., 2 nd Floor
City/State/Zip: _____	Delaware, Ohio 43015

Governing Law: This Grant 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 Grant Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

Severability: If any item, condition, portion, or section of this Grant 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 Grant Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects,

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continue to be effective and be complied with.

Entire Agreement: This Grant Agreement, along with all of its Attachments, shall constitute the entire understanding and agreement between the FCFC and the Agency, 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.

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

Effect of Signature: The signature below on behalf of the Agency indicates that the signer and the Agency agree to be bound by all the terms and conditions of this Grant Agreement and to comply with all requirements of OCTF.

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

RESOLUTION NO. 08-1495

IN THE MATTER OF APPROVING A REVISED DEPARTMENT OF JOB AND FAMILY SERVICES JOB DESCRIPTION FOR THE SOCIAL SERVICE WORKER SCREENER POSITION:

It was moved by Mr. Evans, seconded by Mr. Ward to approve A Revised Department Of Job And Family Services Job Description For The Social Service Worker Screener Position.

The position will change from a level II to a Level III.

(A copy of the job description is available in the Administrative Services Department until no longer of administrative value).

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

RESOLUTION NO. 08-1496

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 AND FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn into Executive Session at 10:20AM.

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

RESOLUTION NO. 08-1497

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Evans, seconded by Mr. Ward to adjourn out of Executive Session at 10:20AM.

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

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

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Letha George, Clerk to the Commissioners