

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 4, 2009**

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

Present: Todd Hanks, Ken O'Brien, Tommy Thompson

RESOLUTION NO. 09-124

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 2, 2009:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on February 2, 2009; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

PUBLIC COMMENT

PRESENTATION THE DELAWARE COUNTY GENERAL HEALTH DISTRICT

RESOLUTION NO. 09-125

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0203:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0203 Purchase Orders as listed below:

Vendor	Description	Account Number	Amount		
PO Increase					
Lawn Green Keeper	Snow Removal	10011105-5325	\$30,00.00		
PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R0902568	GRIFFITH,HELEN	DAY CARE	22411610 - 5348	\$10,000.00	0001
R0902576	DELAWARE CHRISTIAN	DAY CARE	22411610 - 5348	\$10,000.00	0001
R0902615	BLUES AUTO SERVICE INC	LIABILITY INSURANCE CLAIMS	60111901 - 5370	\$20,000.00	0001
R0902659	BWC STATE INSURANCE FUND	SELF INSURANCE TRANSACTIONS	61311923 - 5370	\$9,035.28	0001
R0902679	INDIANOLA CHILDRENS CTR	DAY CARE	22411610 - 5348	\$10,000.00	0001
R0902681	SHAFFER,CHRISTINA	DAY CARE	22411610 - 5348	\$10,000.00	0001
R0902682	RUCKER,LISA	DAY CARE	22411610 - 5348	\$10,000.00	0001
R0902730	DELAWARE AREA CAREER CENTER	JUMP START	22311611 - 5348	\$14,385.00	0001

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09-126

IN THE MATTER OF AMENDING RESOLUTION 09-08 ESTABLISHING MEETING DAYS FOR THE BOARD OF COMMISSIONERS FOR YEAR 2009:

It was moved by Mr. O'Brien, seconded by Mr. Hanks that in compliance with Section 121.22, 305.06, and 305.07 of the Ohio Revised Code the following Resolution be adopted:

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Whereas, Resolution 09-08 has established the meeting dates for the Delaware County Board of Commissioners, and

Whereas, the Board of County Commissioners would like to ensure the continued operations of the county by continued payment processing, and

Whereas, the Board would like to amend resolution 09-08 to allow for special meetings during the weeks June 28, 2009 to July 4, 2009 and August 9 to August 15, 2009, and regular meetings during the week of December 28, 2009 to January 4, 2010.

Now, Therefore be it resolved that the Board of County Commissioners will conduct special meeting on June 29, 2009, July 2, 2009; August 10, 2009, and August 13, 2009 at the regularly schedule times to consider the approval of the electronic record of the proceedings of the previous meeting; public comment; approval of purchase orders, then & now certificates, payment of warrants, and memo transfers; right of way permits; liquor permits and appropriation and transfer of funds necessary for continued processing of payments.

Further be it resolved that the Board will conduct a regular session on December 28, 2009 and December 30, 2009

It is further Resolved, that notification of all special meetings except those requiring immediate emergency action of the Delaware County Board of Commissioners shall be publicly advertised at least 24 hours in advance by notifying media and posting on internet.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 09-127

IN THE MATTER OF APPROVING THE PURCHASE AND INSTALLATION OF RADIOS FOR THE COUNTYWIDE DIGITAL 800 MHZ RADIO SYSTEM:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adopt the following Resolution:

WHEREAS, Delaware County Public Safety Services operate under a Countywide Digital 800 MHZ Radio System, and;

WHEREAS, Delaware County Public Safety Services, personnel and vehicles access this radio system with portable and mobile radios, and

WHEREAS, the following Public Safety Service Departments have requested new and or additional radios:

- Concord Fire: 9
- BST&G Fire: 7
- Porter Kingston: 2
- Genoa Fire: 2
- Tri Twp Fire: 1
- Ostrander Police: 3
- Sheriff: 2
- Delaware City Police: 5

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County approve the purchase of new radios and radio accessories and approve the following purchase orders:

- 1 - B&C Communication - Radio Accessories (\$7,393) and Installation (\$325)
 - Account 21411306
 - Line 1: \$7,393 - 5250
 - Line 2: \$325 - 5333
- 2 - Motorola Corporation - New Radios for Police and Fire Departments (\$119,970.60)
 - Account: 21411306
 - Line 1: \$119,970.60 - 5260

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 09-128

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

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It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

BASIC RATES

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

Kimberly Miller
2210 St. Rt. 3,
Galena, Oh 43021

Infants	Toddlers	Preschool	School
\$147.34 Full-time Wk	\$143.00 Full-time Wk	\$132.58 Full-time Wk	\$118.55 Full-time Wk
\$108.33 Part-time Wk	\$110.72 Part-time Wk	\$112.42 Part-time Wk	\$ 89.61 Part-time Wk
\$ 5.17 Hourly	\$ 4.88 Hourly	\$ 5.77 Hourly	\$ 5.28 Hourly
SUMMER:	Full Time \$130.73	Part Time \$ 94.89	Hourly \$ 6.08

Nancy Lucas
6488 Liberty Rd.,
Powell, Oh 43065

Infants	Toddlers	Preschool	School
\$213.90 Full-time Wk	\$187.40 Full-time Wk	\$159.44 Full-time Wk	\$106.58 Full-time Wk
\$157.15 Part-time Wk	\$132.80 Part-time Wk	\$102.58 Part-time Wk	\$ 78.32 Part-time Wk
\$ 8.76 Hourly	\$ 8.15 Hourly	\$ 5.84 Hourly	\$ 5.47 Hourly
SUMMER:	Full Time \$153.80	Part Time \$ 104.31	Hourly \$ 6.40

Tammy Goodman,
5671 St. Rt. 656
Marengo, Oh 43334

Infants	Toddlers	Preschool	School
\$116.26 Full-time Wk	\$112.00 Full-time Wk	\$110.60 Full-time Wk	\$ 98.94 Full-time Wk
\$ 76.00 Part-time Wk	\$ 75.40 Part-time Wk	\$ 70.65 Part-time Wk	\$ 64.51 Part-time Wk
\$ 2.99 Hourly	\$ 2.95 Hourly	\$ 2.82 Hourly	\$ 2.92 Hourly
SUMMER:	Full Time \$102.17	Part Time \$ 69.79	Hourly \$ 2.92

Samantha Carter
924 E. 13th Ave.,
Columbus, Oh 43211

Infants	Toddlers	Preschool	School
\$147.34 Full-time Wk	\$143.00 Full-time Wk	\$132.58 Full-time Wk	\$118.55 Full-time Wk
\$108.33 Part-time Wk	\$110.72 Part-time Wk	\$112.42 Part-time Wk	\$ 89.61 Part-time Wk
\$ 5.17 Hourly	\$ 4.88 Hourly	\$ 5.77 Hourly	\$ 5.28 Hourly
SUMMER:	Full Time \$130.73	Part Time \$ 94.89	Hourly \$ 6.08

Kerry Santa
5798 Genoa Farms Blvd,
Westerville, Oh 43082

Infants	Toddlers	Preschool	School
\$147.34 Full-time Wk	\$143.00 Full-time Wk	\$132.58 Full-time Wk	\$118.55 Full-time Wk
\$108.33 Part-time Wk	\$110.72 Part-time Wk	\$112.42 Part-time Wk	\$ 89.61 Part-time Wk
\$ 5.17 Hourly	\$ 4.88 Hourly	\$ 5.77 Hourly	\$ 5.28 Hourly
SUMMER:	Full Time	Part Time	Hourly

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\$130.73 \$ 94.89 \$ 6.08

Nichole Otten
108 Channing St.,
Delaware, Oh 43015

Infants	Toddlers	Preschool	School
\$147.34 Full-time Wk	\$143.00 Full-time Wk	\$132.58 Full-time Wk	\$118.55 Full-time Wk
\$108.33 Part-time Wk	\$110.72 Part-time Wk	\$112.42 Part-time Wk	\$ 89.61 Part-time Wk
\$ 5.17 Hourly	\$ 4.88 Hourly	\$ 5.77 Hourly	\$ 5.28 Hourly
SUMMER:		Full Time	Part Time
		\$130.73	\$ 94.89
			Hourly
			\$ 6.08

Delaware Christian
2280 Marysville Rd.,
Delaware, Oh 43015

	Full Time	Part Time	Hourly
Pre-School (non trained)	\$ 159.44	\$ 102.58	\$ 5.84
Pre-School (trained)	\$ 153.00	\$ 102.58	\$ 5.84
Pre-K Only (T/Thur)	\$ 32.56	\$ 32.56	\$ 5.84
Pre-K Only (MWF)	\$ 39.53	\$ 39.53	\$ 5.84
Pre-K (M-F)	\$ 47.67	\$ 47.67	\$ 5.84

Little Prep School
2350 Fuji Drive,
Columbus, Oh 43229

	Full Time	Part Time	Hourly
Infants	\$ 224.60	\$ 165.01	\$ 9.20
Toddlers	\$ 196.77	\$ 139.44	\$ 8.56
Preschoolers	\$ 167.41	\$ 107.71	\$ 6.13
School Age	\$ 111.91	\$ 82.24	\$ 5.74
Summer School Age	\$ 161.49	\$ 109.53	\$ 6.72
Before or After	\$ 82.25	\$ 82.24	\$ 5.74
Before & After	\$ 85.00	\$ 82.24	\$ 5.74

Today's Learning Child
47 Lexington Blvd.,
Delaware, Oh 43015

	Full Time	Part Time	Hourly
Infants	\$ 165.00	\$ 157.15	\$ 8.76
Toddlers	\$ 155.00	\$ 132.80	\$ 8.15
Preschoolers	\$ 140.00	\$ 102.58	\$ 5.84
School Age	\$ 106.58	\$ 78.32	\$ 5.47
Summer School Age	\$ 135.00	\$ 104.31	\$ 6.40
Before & After	\$ 100.00	\$ 78.32	\$ 5.47
After Only	\$ 85.00	\$ 78.32	\$ 5.47
Before Only	\$ 65.00	\$ 65.00	\$ 5.47

YWCA Alcott
7117 Mount Royal,
Westerville, Oh 43082

	Full Time	Part Time	Hourly
AM Only	\$ 35.35	\$ 35.35	\$ 5.47
PM Only	\$ 45.17	\$ 45.17	\$ 5.47
AM & PM	\$ 70.70	\$ 70.70	\$ 5.47
Summer School Age	\$ 153.80	\$ 104.31	\$ 6.40

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09-129

IN THE MATTER OF APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE

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DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND DELAWARE CAB FOR CONTRACTED SERVICES FOR CLIENT TRANSPORTATION:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

AMENDMENT TO CONTRACT

For

Client Transportation

AMENDMENT NO. 2

This Amendment, effective January 1, 2009, is to amend the Contract for Client Transportation between the Delaware County Department of Job and Family Services, a department of the Delaware County Commissioners, and Delaware Cab, entered into on the 4th day of October 2007.

Article II

CONTRACT TERM: Changes contract end date from December 31, 2008 to June 30, 2009.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 09-130

IN THE MATTER OF APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND ATRIUM PERSONNEL & CONSULTING SERVICES ATRIUM PERSONNEL & CONSULTING SERVICES:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following agreement:

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement"), is made and entered into this 1st day of January, 2009, by and between Atrium Personnel & Consulting Services., an Ohio LLC, with its local place of business located at 120 East High Street, Mount Vernon, Ohio 43050, hereinafter referred to as ATRIUM, and Delaware County Department of Job and Family Services, whose address is 140 N. Sandusky Street, Delaware, OH 43015, hereinafter referred to as DCDJFS.

Background

ATRIUM is in the business of providing temporary staffing temp to permanent, right to hire, direct placement and professional/business consultants (the "ATRIUM consultants"). DCDJFS is in need of the services of ATRIUM. Accordingly, in consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

Terms

1. **Scope of Services.** This agreement shall be in effect from January 1, 2009 through December 31, 2009 unless terminated in writing by either party pursuant to Article 4. ATRIUM shall provide the services of the ATRIUM employees to DCDJFS. DCDJFS shall authorize specific assignments for the ATRIUM employees by placing a Job Order with ATRIUM in the form set forth on Exhibits A ("Job Order") which is attached hereto and by this reference fully incorporated as if fully re-written here. Unless the parties agree otherwise in writing, no obligation shall be incurred by either party unless a Job Order has been executed by both parties. Before placing an ATRIUM employee on an assignment, DCDJFS may interview and accept or reject a particular person based on the specific skills needed for the assignment. DCDJFS may hire an ATRIUM employee with no additional hiring, or other, fees after 480 working hours. If DCDJFS desires to hire the Atrium employee prior to the completion of the 480 working hours, a fee of 18% of the base salary offered by DCDJFS will be incurred by DCDJFS. The base salary is calculated as 2000 hours times the hourly pay rate offered by DCDJFS. This fee would not apply should the employee be hired by DCDJFS in a position other than the position they were placed in by ATRIUM.
2. **Fees.** DCDJFS shall review and approve time and expense reports, unless provided otherwise in the Job Order of each ATRIUM employee promptly at the end of each week. DCDJFS will pay ATRIUM for all time expended and expenses incurred by ATRIUM employees as set forth in the approved time and expense reports, at the rate specified on the applicable Job Order.
3. **Payment of Fees.** ATRIUM shall submit invoices detailing charges to DCDJFS weekly, as described in the relevant Job Order. These invoices will list the name of each ATRIUM employee assigned to DCDJFS and all charges and expenses applicable to each ATRIUM employee. Unless otherwise specified in a validly executed Job Order, DCDJFS shall pay to ATRIUM the total amount set forth on each invoice within thirty (30) days of

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the invoice date (the "Due Date"). DCDJFS will pay ATRIUM for all work performed by ATRIUM employees up to and including the effective date of any such termination. The total amount of compensation under this contract shall not exceed \$24,999.00.

4. Termination of Work Orders. All work performed by ATRIUM consultants under the Job Order shall be subject to DCDJFS's reasonable satisfaction and approval. Any individual Job Order may be terminated by either party by providing written notice to the other party. If DCDJFS determines that any work performed by ATRIUM employees under the Job Order is unsatisfactory, DCDJFS may request ATRIUM to correct such performance by giving written notice (a "Deficiency Notice") specifying the particular Job Order and the nature of the deficient performance to ATRIUM appropriate representative. ATRIUM shall promptly take steps to correct the deficient performance to the reasonable satisfaction of DCDJFS. DCDJFS will pay ATRIUM for all work performed under any terminated Job Orders up to and including the effective date of DCDJFS's written notice of termination.

5. Replacement. If an ATRIUM employee leaves the employ of ATRIUM or becomes sick, disabled, or otherwise incapacitated or unable to perform the services assigned in the Job Order, ATRIUM shall use reasonable efforts to replace such person with another of similar qualifications.

6. Advertising. ATRIUM shall have the right to include DCDJFS's name in a general listing of users of its services, however, neither party shall use any trademark owned by the other without advance written consent from the owner.

7. Severability. If one or more of the provisions contained in this Agreement for any reason is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such provisions shall not affect any other provision in the Agreement.

8. Entire Agreement; Amendment. This Agreement together with the Job Order, and all validly executed supplemental Job Orders, constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written proposals, negotiations, and agreements concerning such subject matter. This Agreement may not be amended or modified except by a further written agreement, attached as an addendum and signed by the parties hereto specifically referencing this Agreement.

9. Assignment. Neither DCDJFS nor ATRIUM will assign, transfer, or subcontract any of its rights, obligations, or duties hereunder without the prior written consent of the other party.

10. Waiver. No failure or delay on the part of any party hereto in exercising any right or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or of any other right or remedy. No provision of this Agreement may be waived except in a writing signed by the party granting such waiver.

11. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors, legal representatives, and permitted assigns.

12. Force Majeure. Neither party shall be liable for failure or delay in performance of its obligations hereunder when such failure or delay is caused by acts of God, flood, hurricane, extreme weather, fire or other natural calamity, acts of governmental agencies, or similar causes beyond the control of such party. If for any of the reasons set forth above either party shall be unable to perform any obligation when due, such party shall immediately notify the other party of such inability and of the period over which such inability is expected to continue. Affected obligations of the parties shall be temporarily suspended during the period of Force Majeure and the time for performance under this Agreement shall, as applicable, be extended by the duration of any such period. If the delay continues for a period of 15 days or more, however, either party may terminate this Agreement by written notice to the other.

13. Relationship of Parties. ATRIUM is an independent contractor. Neither ATRIUM nor any of its representatives shall be considered employees of DCDJFS. Further, neither party shall represent itself to be the agent, employee, partner, or joint venture partner of the other party and may not obligate the other party or otherwise cause the other party to be liable under any contract or otherwise. ATRIUM shall be solely responsible for payment of its taxes and payment of its employees, including payment of applicable federal income tax, social security, worker's compensation, unemployment insurance, and other legal requirements.

DCDJFS understands assigned resources are the sole product of ATRIUM and is thus prohibited from converting or transferring the employment of any ATRIUM employee to DCDJFS or another Agency/Service for any reason without written approval of a qualified ATRIUM representative.

ATRIUM employees are not entitled to benefits enjoyed by employees of DCDJFS or Delaware County.

14. Attorney's Fees and Costs. In the event of any dispute arising out of or related to this Agreement (and its exhibits), the prevailing party shall be entitled to its reasonable costs and attorney's fees.

15. Duly Authorized Signatures. ATRIUM states and agrees that the individual(s) who, on behalf of

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ATRIUM, have reviewed this Agreement and effectuate this Agreement attaching their signatures below are officers of ATRIUM and are authorized to and have authority to enter this Agreement on behalf of ATRIUM and by so signing have authority to bind and does bind ATRIUM to any and all terms of this Agreement

16. 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.

17. DMA Form Statement. ATRIUM 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, ATRIUM 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

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

19. Non-Discrimination. ATRIUM shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, sexual orientation, or disability. ATRIUM shall take affirmative action to ensure that applicants and employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, sexual orientation, or disability. The implementation of this Agreement will be carried out in strict compliance with all federal, state, or local laws regarding discrimination in employment.

In the event ATRIUM is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or any provision of Section 19 of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part by DCDJFS and ATRIUM may be declared ineligible for future Contracts with DCDJFS.

20. DCDJFS Indemnification. To the fullest extent permitted by law, ATRIUM agrees to indemnify and save and hold DCDJFS, Delaware County, the Delaware County Board of Commissioners and/or their respective officers, employees, agents, servants, representatives and volunteers free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney’s fees, arising from any incident, damages, injury, accident or occurrence related in any manner to ATRIUM’s performance of this Agreement. ATRIUM shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against DCDJFS, Delaware County, the Delaware County Board of Commissioners and/or their respective officers, employees, agents, servants, representatives and volunteers by reason of ATRIUM’s performance of this Agreement, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney’s fees.

ATRIUM assumes full liability and agrees to indemnify DCDJFS, Delaware County, the Delaware County Board of Commissioners and/or their respective officers, employees, agents, servants, representatives and volunteers for any and all damages, injuries, or harm, no matter the nature or kind, to DCDJFS/County, DCDJFS/County Employees, DCDJFS/County property, and DCDJFS/County personal property resulting or caused, directly or indirectly, by ATRIUM’s performance under this Agreement. Such indemnification includes attorneys fees and any and all costs associated with any legal action or litigation resulting from damages, injuries, or harm directly or indirectly caused by work performed under this Agreement.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 09-131

IN THE MATTER OF DECLARING THE INTENT OF THE DELAWARE COUNTY COMMISSIONERS TO PROCEED WITH THE RELOCATION OF THE PROBATE AND JUVENILE COURTS:

It was moved by Mr. O’Brien, seconded by Mr. Hanks to approve the following:

Whereas, the Delaware County Board of County Commissioners desire to allocate additional space for the Probate and Juvenile Courts, and

Whereas, there is a need for additional space for the Prosecutor’s Office and Jobs & Family Services, and

Whereas, the Prosecutor’s Office and Jobs & Family Services have a need to work closely with the Probate and Juvenile Courts, and

Whereas, the Rutherford B. Hayes Services Building has unfinished space in the basement, 2nd floor, and 3rd floor for county offices, and

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Whereas, for the foreseeable future the amount of space available in the Rutherford B. Hayes Services Building will serve the needs of the Probate and Juvenile Courts, the Prosecutor’s Office, and Jobs & Family Services and the space can be planned and coordinated for the efficient use of the space for future needs

THEREFORE BE IT RESOLVED by the Board of Commissioners of Delaware County:

1. It is the intention of the Board of Delaware County Commissioners to move forward with relocating the Probate and Juvenile Courts, allocating additional space for the Prosecutor’s Office and Jobs & Family Services within the Rutherford B. Hayes Services Building.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Hanks
-Fire in Galena
-Top 10 fasting growing Zip Codes

Commissioner O’Brien
- requested an update on the 911 Board Meeting

Commissioner
-911 Board Meeting consolidation closer
-attend a Mainstreet Delaware meeting

RESOLUTION NO. 09-132

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. O’Brien, seconded by Mr. Hanks to adjourn into Executive Session at 7:21PM.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09-133

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O’Brien, seconded by Mr. Hanks to adjourn out of Executive Session at 9:15PM.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 09-134

IN THE MATTER OF APPROVING A FINAL PAYMENT TO PIZZUTI SOLUTIONS FOR PROFESSIONAL SERVICES FOR THE NEW COUNTY COURT HOUSE PROJECT:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve A Final Payment To Pizzuti Solutions For Professional Services For The New County Court House Project.

Further Be It Resolved, that the Commissioners approve the following payment
Pizzuti Solutions
Invoice #003
Date 18-Dec-08
Amount \$169,990.00 (40411414-5410)

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Nay

RESOLUTION NO. 09-135

IN THE MATTER OF ADJOURNING THE MEETING:

It was moved by Mr. O’Brien, seconded by Mr. Hanks adjourn the meeting.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

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Todd Hanks

Ken O'Brien

Tommy Thompson

Letha George, Clerk to the Commissioners