

COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 24, 2009

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

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

9:30 AM Public Hearing For The Request To Change Waynebrown Drive To Wayne Brown Drive

RESOLUTION NO. 09-1030

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 17, 2009:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on August 17, 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 Absent

RESOLUTION NO. 09-1031

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM SPECIAL MEETING HELD AUGUST 18, 2009:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in special session on August 18, 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. O'Brien Aye Mr. Thompson Aye Mr. Hanks Absent

PUBLIC COMMENT

RESOLUTION NO. 09-1032

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0821-MINUS THE TULLER SQUARE NORTHPOINTE PAYMENT OF \$116.99-; AND APPROVING PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PRC0821:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve purchase orders, then and now certificates, and payment of warrants in Batch Numbers CMAPR0821-Minus The Tuller Square Northpointe Payment of \$116.99-; and approve Procurement Card Payments In Batch Number PRC0821:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO'S Decreases			
Franklin University	Program Assistance JFS	22311614-5348	\$ 2,000.00
Ohio State University	Program Assistance JFS	22311614-5348	\$ 2,000.00
PO'S Increases			
Jobs For Ohio Grads	Job Program Assistance JFS	22311614-5318	\$ 66,567.00
Villanova University	Job Program Assistance JFS	22311614-5318	\$ 5,000.00
National City Bank	Pro Card Environmental Services	66290302-5200	\$ 1,350.00
National City Bank	Pro Card Facilities	10011105-5200	\$ 7,500.00

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Hull and Associates	OECC And Alum Creek Support	66290301-5301	\$ 3,200.00
Hull and Associates	OECC And Alum Creek Support	66290401-5301	\$ 4,000.00

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R0905145	DELAWARE AREA CAREER CENTER	WORK READINESS/CAREER ASSESSMENTS	22311611 - 5348	\$20,000.00	0001
R0905145	DELAWARE AREA CAREER CENTER	WORK READINESS/CAREER ASSESSMENT	22311614 - 5348	\$14,000.00	0002
R0905841	FLOWLINE LLC	HAULING OF SEWAGE AND PLACING IN ALUM CREEK	66291102 - 5380	\$8,000.00	0001
R0905953	GENOA TOWNSHIP	2009 LEASE AGREEMENT	10011303 - 5335	\$8,000.00	0001
R0905954	BERLIN TOWNSHIP TRUSTEES	2009 LEASE AGREEMENT	10011303 - 5335	\$14,000.00	0001
R0905586	VAN DYKE KIMBERLY	DAY CARE	22411610-5348	\$25,000.00	0001

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

RESOLUTION NO. 09 -1033

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Sheriff's Office is requesting that Kevin Barbeam attend Missing Adult and Elder Crimes Training in Canfield, Ohio August 28, 2009; at the cost of \$165.00 (Fund Number 29131321).

The Sheriff's Office is requesting that Darren Daniels attend Identifying Deceptive Behavior Training in Twinsburg, Ohio August 18-20, 2009; at the cost of \$307.40 (Fund Number 29131321).

The Sheriff's Office is requesting that Sheriff Walter Davis attend a Training Conference in Lima, Ohio November 15-18, 2009; at the cost of \$ 625.00 (Fund Number 10031301).

The Sheriff's Office is requesting that Valerie Hooper attend Missing Adult and Elder Crimes Training in Canfield, Ohio August 27- 28, 2009; at the cost of \$162.46 (Fund Number 10031307).

The Sheriff's Office is requesting that Ginny Wilcox attend Missing Adult and Elder Crimes Training in Canfield, Ohio August 27- 28, 2009; at the cost of \$70.00 (Fund Number 10031301).

The Administrative Services Department is requesting that Brad Euans attend a Public Employer Worker Compensation Seminar in Dublin, Ohio September 10, 2009, at no cost.

The Commissioners Office is requesting that Dave Cannon attend the Ohio GFOA Annual Conference in Cincinnati, Ohio September 23-25, 2009, at the cost of \$585.00 (10011101).

The Administrative Services Department is requesting that Brad Euans attend a Worker Compensation Changes Seminar in Delaware, Ohio September 8, 2009, at the cost of \$12.00.

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

RESOLUTION NO. 09-1034

IN THE MATTER OF ACCEPTING THE TREASURER'S REPORT FOR THE MONTH OF JULY 2009:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to accept the Treasurer's Report for the month of July 2009.

(Copy available for review at the Commissioners' Office until no longer of administrative value.)

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

RESOLUTION NO. 09-1035

IN THE MATTER OF DECLARING PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE AND THE INTENT OF SELLING SUCH PROPERTY VIA INTERNET AUCTION:

MOTION: by Mr. O'Brien, Seconded by Mr. Thompson to approve and execute Resolution No. 09-1035, declaring Personal Property obsolete, unfit, or not needed for public use and the intent of selling such property via internet auction.

WHEREAS, Delaware County has personal property not needed for public use, obsolete, or unfit for the use for which it was acquired; and

WHEREAS, Ohio Revised Code Section 307.12 (E) allows, by resolution adopted each calendar year, the sale of such property by internet auction; and

WHEREAS, the Delaware County Board of Commissioners passed Resolution 09-119 on February 2, 2009, declaring its intent to sell such property by internet auction; and

WHEREAS, Delaware County has personal property not needed for public use, obsolete, or unfit for the use for which it was acquired, currently in the possession of the Delaware County Sheriff's Office;

WHEREAS, certain of such property may require a signature to transfer such property from the county to a buyer;

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio, that the property listed in "Addendum A" be sold in the manner prescribed in Resolution 09-119. The President of the Board of Commissioners is hereby authorized to sign any documents needed to transfer such property on behalf of the Board.

ADDENDUM "A"

This document identifies the property referred to in the above Resolution.

<u>Item</u>	<u>Brand</u>	<u>Serial #</u>
Cut-off Saw	Ridgid	XX060749818
Slide Compound Saw	Hitachi	251519
Compound Miter Saw	Ryobi	N042002504
Sliding Miter Saw	Makita	150926A
Band Saw	Milwaukee	678F4004703432
Drill	DeWalt	
Hammer Drill	Metabo	
Power Plane	Porter Cable	
Laser Level Kit	Johnson	
Yard Blower/Vacuum	Black & Decker	
Drill	Ryobi	
Brad Nailer	Porter Cable	
Leaf Blower	Homelite	AXH1831454
Leaf Blower	John Deere	JU2630176
Work Site Radio	DeWalt	267391
Floor Jack	Unknown	

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Five-Light System	Maxim Vanity	
Five-Light System	Maxim Vanity	
Five-Light System	Maxim Vanity	
Golf Clubs		
Golf Bag and Clubs	Miller (bag)	
Golf Bag and Clubs	Hogan (bag)	
Golf Bag and Clubs	Mizuno (bag)	
Saw Zaw	DeWalt	
Trim Saw/Drill	Craftsman	
Sprayer	Chapin	
Chain Saw	Poulan Wood Shark	
Palm Sander	DeWalt	950221
Chain Saw	Poulan Woodsman	
Hide Away Ironing Board	Suprema	
Jersey	Eddie George	
Microwave	Sunbeam	
Dehumidifier	Frigidaire	
Vacuum Cleaner	Dyson	
Color Scanner	HP Scan Jet	
Door and Window Alarms		
Rope Lights		
Vinyl Record Albums (29)		
PSP	Sony	
2 Youth Multimedia Systems	VuGo	
Boys 20" Bike	Mongoose Hoop D	SNAGE07F1175
Boys 24" Bike	Magna	
Boys 20" Bike	Mongoose Hoop D	
Boys 20" Bike	Mongoose	
Boys 20" Bike	Mongoose	AP257158
Boys 26" Bike	Kent Comfort/Cruiser	L020218223
Girls 24" Bike	Dyno	F5008HG6498
Girls 25" Bike	Roadmaster	
Girls 26" Bike	Roadmaster	
Girls 24" Bike	Next	
Girls 24" Bike	Next	
Girls 18" Bike	Next	
Boys 18" Bike	Schwinn	SNGNP05B28697
Boys 26" Bike	Schwinn	
Boys 20" Bike	Rhino	
Girls 26" Bike	Roadmaster	
Boys 20" Bike	Team USA	
Boys 24" Bike	Next	
Boys 25" Bike	Huffy	
Boys 26" Bike	Huffy	
Boys 19" Bike	Rallye	
Boys 26" Bike	Trek RST	
Boys 25" Bike	Pacific	
Girls 25" Bike	Huffy	36614-9160412H2265
Girls 22" Bike		
Girls 25" Bike		
Boys 19" Bike	Pro Model ZRC	
Boys 20" Bike	Rhino	
Tool Box	Husky	

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Floor Vacuum	IROBOT	
Kitchen Faucet	Peerless	
DVD/VCR	Sony	
DVD/VCR	RCA	
In-Dash DVD	Soundstorm	
Floor Vacuum	IROBOT	
Stand Mixer	Sunbeam Mix Master	
Rotary Hammer w/case	DeWalt	102019
Cordless Drill w/Case	Craftsman	
1/2" VSR Drill w/Case	DeWalt	178291
Power Drain Cleaner	Super-Vee	WRX0600
Cordless Drill	Ryobi	156372
1/2" Driver/Drill	Ryobi	1205229839
Two: 1/2" VSR Drill/Hammer Drills	DeWalt	24338
Power Graphing Meter	Vantage Snap-On	245VAS-008916
Two: Carry Tool Bags	Advanced Tool Design	
Snow Blower	Toro CR20E	8000764
6" Bench Grinder w/Light	Lincoln Toolmaster	2013053002
Portable Elec Generator	Coleman Powermate 1850	96221644
Wet/Dry Vacuum	DeWalt	44783
Action Figures	Star Wars	
DVD Movies; VHS Movies		
Work Site Radio/Charger	DeWalt	
Air Compressor	Craftsman	2465128331
Electric Toothbrush	Braun Oral-B 7850 DLX	
Electric Toothbrush	Braun Oral-B 7550	
Electric Toothbrush	Braun Oral-B Sonic Complete	
Digital Karaoke System	Lead Singer	
Vote on Motion	Mr. Hanks	Absent
	Mr. Thompson	Aye
	Mr. O'Brien	Aye

RESOLUTION NO. 09-1036

IN THE MATTER OF APPROVING AN AGREEMENT 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. O'Brien, seconded by Mr. Thompson to approve an agreement 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.

Whereas, the Sheriff's Office Staff recommends approval of the contract for Services For Detainees Of The Delaware County Jail;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the contract for Services For Detainees Of The Delaware County Jail.

**MENTAL HEALTH
EMERGENCY SECURITY AND TRANSPORT
SERVICE AGREEMENT
(7/1/09 through 6/30/10)**

This agreement entered into by and between the **Board of Commissioners of Delaware County, Ohio** (hereinafter referred to as "County"), **Sheriff of Delaware County, Ohio** (hereinafter referred to as "Sheriff"), **Grady Memorial Hospital**, Delaware, Ohio (hereinafter referred to as "Hospital") and the **Delaware-Morrow Mental Health & Recovery Services Board**, hereinafter referred to as "Board".

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Recital

- I. In furtherance of the requirements of Ohio Revised Code Sections 340.03(A)(1) (a)-(e) and (11), the Board desires to contract with the Grady Memorial Hospital to (1) provide security staff at Grady Memorial Hospital Emergency Room, or any examining facility operated by Central Ohio Mental Health Center within Delaware County, when individuals are being examined, treated and/or screened to determine if they are mentally ill persons subject to hospitalization by Court Order and represent a substantial risk of physical harm to themselves or others, and/or (2) provide safe and secure transport to any mental health in-patient treatment facility within Ohio for individuals who have been identified as being a mentally ill person subject to hospitalization by Court Order and who are being involuntarily detained for an emergency hospitalization for a mental illness, pursuant to Ohio Revised Code Chapter 5122.
- II. The Board's intention is not to supplant those security and transport services that are required of law enforcement personnel under the Ohio Revised Code, or such internal security as may be determined appropriate for normal operations of the medical facilities, but rather to provide supplemental services for those limited situations when the usual law enforcement services are needed but are reasonably unavailable. The Board's resources are limited and the requests for such services must be restricted, accordingly.
- III. The Board of Commissioners of Delaware County is the public body having authority to contract with Grady Memorial Hospital on behalf of the County and the Sheriff of Delaware County
- IV. The Sheriff of Delaware County is the chief law enforcement officer for Delaware County, Ohio. It is contemplated that the Sheriff of Delaware County will assist with the implementation of the Agreement.
- V. Central Ohio Mental Health Center ("Center") is an accommodating party to the Agreement as set forth in **Exhibit "A"** attached.

THEREFORE, the parties agree as follows:

Section 1. Services and Compensation

Sheriff agrees to provide personnel and motor vehicles necessary to perform the security and transport services to the extent he has resources reasonably available to him, and the Board agrees to pay the compensation as set forth in the Scope of Services and Compensation attached hereto as **Exhibit "A"**. The terms of such attachment are incorporated herein by reference as if fully set forth herein.

The Hospital agrees to request the private ambulance companies with which it contracts to provide the emergency transportation services contemplated in the Scope of Services and Compensation attached hereto as **Exhibit "A"** when the Sheriff is unable to provide such services.

The Board agrees to fund the compensation as set forth in Exhibit "A".

The Center agrees to assume its role as an accommodating party as set forth in Exhibit "A".

The County approves the agreement.

Section 2. Confidential Information

Sheriff understands that when performing the requested services, it may be necessary for Sheriff to have access to information that contains information confidential to the Board, the Hospital, the Center, or to the mental health patient. The Sheriff will not disclose such information to any unauthorized persons unless directed by Board and the source of the information or except as required by law and then only with prompt prior written notice to Board. The County and the Sheriff also agree to sign any Business Associate Agreements in accordance with the Health Insurance Portability and Accountability Act (**HIPAA**) or confidentiality agreements required by applicable federal or state law. See **Exhibit "B"** attached. The County, the Board and the Sheriff agree that confidential information shall not include any information which (i) is or becomes generally available to the public (other than as a result of a disclosure by the County or the Sheriff), (ii) the County or the Sheriff can show was available to County or Sheriff on a non-confidential basis prior to its disclosure to County or the Sheriff by Board from a source other than Board which is entitled to disclose it or (iii) County or the Sheriff can show became available to the County or the Sheriff on a non-confidential basis from a source other than Board or its representatives provided that such source is not bound by a confidentiality agreement with Board or otherwise prohibited from transmitting the information to the County or the Sheriff by a contractual, fiduciary or other legal obligation.

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Section 3. Non-Discrimination

The Sheriff shall not discriminate in the provision of services under this Contract to the Board, on the basis of race, religion, color, sex, ancestry, disability, age, national origin, veteran status or the inability to pay.

Section 4. Non-Assignable

The Sheriff shall not assign or delegate any of Sheriff's contractual responsibilities to any third parties, *except* to such Deputy Sheriff's of his office as may be assigned by him to perform the contracted services, without the advance written consent of the Board.

Section 5. Independent Contractors

The Sheriff acknowledges that while performing the services requested under this Agreement, the Sheriff, or his assigned Deputy Sheriff's, are employees of the Sheriff's Office of Delaware County, Ohio and are not employees of the Board or Hospital. Each employee of the Sheriff's Office providing services under this Agreement shall provide an IRS Form W-9 to the Hospital prior to receipt of compensation under this Agreement.

Section 6. Termination of Agreement; Amendment of Agreement

This agreement may be canceled by either party, without cause, by giving 15 calendar days advance written notice to the other party. The agreement may be terminated immediately by either party for just cause. This agreement may only be amended or modified by an instrument in writing signed by all parties, including all Accommodating Parties. This Agreement is non-exclusive, and any party may contract with other parties to provide or receive the same or similar services as are contemplated herein.

Section 7. Exigent Circumstances

The parties recognize that situations may arise under which the other law enforcement duties of the Sheriff may prevent the Sheriff and/or his Deputies from being available to perform this agreement and to that extent the Sheriff is relieved from such performance. Situations may arise under which the Hospital is unable to obtain transport services from the private ambulance companies with which it contracts and to that extent the Hospital is relieved from such performance.

Section 8. Declaration of Material Assistance

The Hospital certifies that that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion List. Pursuant to ORC Section 2909.33, the Hospital agrees to make such certification by completing the declaration of material assistance/no assistance described in ORC Section 2909.33(A) and understand 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 and its instructions are attached to this Agreement and by this reference made a part of this Agreement.

Section 9. Campaign Finance

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 Ohio 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 said sections of the Ohio Revised Code are in compliance with the applicable provisions of Section 3517.13 of the Ohio Revised Code. The Board and Hospital, therefore, are 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.

Section 10. Parties Responsible for Their Own Actions

Delaware County, Ohio, (acting through the Delaware County Board of Commissioners and the Sheriff of Delaware County) and the Delaware-Morrow Mental Health and Recovery Services Board are political subdivisions of the State of Ohio. As such, they lack authority to indemnify. The parties therefore, understand and agree that each party is and shall be responsible for their own actions, and/or the actions of their respective officials, board members, officers, employees, agents, representatives, volunteers and servants, resulting from or related to the performance of this Agreement. The Parties agree to be individually and solely

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responsible for any and all liability, loss, damages, injury, including death, penalties costs, fines, fees, and/or related expenses that each may incur as a result of their own actions and/or the actions of their respective officials, board members, officers, employees, agents, representatives, volunteers and servants in the performance of this Agreement. In so doing, and to the extent permitted by law, the parties agree to hold the other parties free and harmless.

Section 11. Governing Law

This Agreement shall be interpreted under the law of the State of Ohio.

Section 12. Findings For Recovery

The County, the Sheriff, the Board and the Hospital certify that they have no outstanding findings for recovery pending or issued against them by the State of Ohio.

Section 13. Severability

If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstances shall to any extent, be held to be invalid or unenforceable, the remainder thereof and the application of such term, condition, provision, or section to the persons, premises, or circumstances other than those to whom the Agreement is invalid and unenforceable shall continue in full force and effect and all the remaining items, conditions, portions, or sections hereof shall, in all other respects, continue to be effective and to be complied with, unless such invalid or unenforceable provision subverts the fundamental purpose of the Agreement or unreasonably changes the expectations of, or benefits to, the parties.

Section 14. Entire Agreement

This Agreement (and its attachments) shall constitute the entire understanding and agreement between County, Sheriff, Board, and Hospital, with respect to this subject and shall supersede all prior understandings and agreements relating to the subject matter, and may only be amended in writing with the mutual consent and agreement of the parties.

Section 15. Signatures

Any person executing this Agreement in a representative capacity hereby warrants having authority to sign this Agreement or has been duly authorized by the person's principal to execute this Agreement on such principal's behalf.

IN EXECUTION THEREOF, the undersigned parties have set their hands on this Agreement on the dates indicated with a retroactive effective date of July 1, 2009.

EXHIBIT "A"

SCOPE OF SERVICES AND COMPENSATION

Term:

This contract commences July 1, 2009 and extends through June 30, 2010. It may be extended by written agreement signed by all of the parties.

Scope of Services:

1. The Sheriff, or an assigned Deputy Sheriff, may provide such security services as are necessary to protect individuals being examined, treated, or screened on an emergency basis for mental illness at Grady Memorial Hospital, Delaware, Ohio, or elsewhere within the county. These services will be available 24 hours a day, 365 days a year on an "on-call" basis. The services are intended to provide the minimum level of security that is needed to prevent the individual being examined, treated or screened from causing physical harm to self or others.
2. The Sheriff, or an assigned Deputy Sheriff, may provide such transportation services, as are necessary to safely transport persons (reasonably determined by the Central Ohio Mental Health Center examining staff to be mentally ill persons subject to hospitalization) to an in-patient treatment facility located within Ohio as identified by the mental health personnel. In the event the Sheriff is unable to provide such transportation services, the Hospital may provide such transportation services through its private ambulance companies with which it contracts.

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3. The Sheriff shall have the authority to assign the number of Deputy Sheriff's necessary to safely perform the requested security and/or transport request.
The Deputy Sheriff(s) shall be assigned under this agreement by the Sheriff's special duty coordinator to work any security request. Not more than two Deputy Sheriff's shall be assigned under this agreement by the Special Duty Coordinator to work any transport request. The Sheriff shall have sole responsibility for assigning any Deputy Sheriff's to perform the contracted services.
4. All services provided by the Sheriff shall be rendered in the least conspicuous and least restrictive manner, as determined by the Sheriff, as is necessary to provide a safe environment for the patient, the Sheriff, the Deputies and others. While performing the services, the Deputy Sheriff's are subject to all Sheriff's Office Standard Operating Procedures for Deputy Sheriff's on regular duty and they may be recalled by the Sheriff at any time.
5. All requests for *security* services shall be made to Lieutenant Shelley Pfan by contacting the Sheriff's Office Communications Center (740-833-2800) during normal weekday business hours of 8:30 AM to 4:30 PM and requesting to be transferred to Lieutenant Pfan's cellular telephone or, when Lieutenant Pfan is not available and during non-business hours, by contacting the Sheriff's Office Communication Center, and requesting to speak to the Patrol Shift Supervisor by telephone (740-833-2800) by the authorized representative at Grady Memorial Hospital or the authorized representative of the Central Ohio Mental Health Center. Each oral request shall be followed in writing within 24 hours by completion of **Exhibit "C"** and submission of the same by facsimile (740-833-2889, Attn: Lieutenant Shelley Pfan), to the Sheriff's Special Duty Coordinator with the name of the patient involved, the nature of the requested service and location where the security services are requested. Simultaneously a copy of **Exhibit "C"** shall also be sent by facsimile to the Board at (740) 368-1744.
6. All requests for *transport* services shall be made to Lieutenant Shelley Pfan by contacting the Sheriff's Office Communications Center (740-833-2800) during normal weekday business hours of 8:30 AM to 4:30 PM and requesting to be transferred to Lieutenant Pfan's cellular telephone or, when Lieutenant Pfan is not available and during non-business hours, by contacting the Sheriff's Office Communication Center, and requesting to speak to the Patrol Shift Supervisor (740-833-2800) by the authorized representative of the Central Ohio Mental Health Center after obtaining prior approval for transport of the individual from the Board. The Sheriff's Special Duty Coordinator is *not* required to verify prior assignment of a Deputy for transport services that the prior approval for transport has been obtained from the Board by the Central Ohio Mental Health Center. Each oral request shall be followed in writing within 24 hours by completion of **Exhibit "C"** and submission of the same by facsimile (740-833-2889, Attn: Lieutenant Shelley Pfan) to the Sheriff's Special Duty Coordinator with the date and time of the initial request, the name of the patient involved, the nature of the requested service and the location where the services are requested. Simultaneously a copy of **Exhibit "C"** shall be sent by facsimile to the Board at (740) 368-1744.
7. The maximum hours that may be provided through the Sheriff under this agreement for security and transport, combined, for any one incident shall be eight (8), unless prior approval is obtained from the Board.

Compensation:

The maximum amount payable by the Board to Hospital under this Agreement is \$20,000.00. Payment to the Sheriff by Hospital shall be made based upon hours of service. Payment to the Hospital for transport services provided through its private contractor shall be its contract rate with the provider.

1. The Sheriff Deputies performing service under this Agreement shall be paid, up to the maximum contract amount, by Hospital at the rate of \$32.00 per hour for a minimum of three (3) hours per assignment. Hours in excess of the minimum hours shall be compensated in 1/4 hour increments, up to a maximum of eight (8) hours per individual patient per incident. Hours in excess of eight (8) hours will be compensated only if pre-approved as provided in Scope of Services, paragraph 5 and 6 above. The rate will be adjusted based on any changes in rates resulting from any collective bargaining agreement involving the Sheriff's Deputies, however, in no event can such hourly readjustment increase the maximum contract amount.
2. The Special Duty Coordinator shall be paid \$1.00 per hour by the Hospital for each hour of service performed by deputies as compensation to the Special Duty Coordinator for the service of scheduling and billing. The effective rate billed by the Hospital shall therefore be \$33.00 per hour unless otherwise adjusted as a result of the collective bargaining agreement.
3. The Special Duty Coordinator shall submit to the Hospital, not less often than monthly, an invoice for payment identifying the total services rendered (security or transport), the Deputies rendering the service, the patient, the date and service hours provided by completing and forwarding the applicable portions of **Exhibit "C"**. The Special Duty Coordinator shall also itemize the charges payable to them

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for their services. The Hospital shall consolidate the invoices and tender the same (including its invoices for private ambulance transport services) to the Board for payment directly to the Hospital. Payment to the Hospital shall be made by the Board's fiscal agent (The Auditor of Delaware County Ohio) within 30 days of receipt by the Board of an invoice for services in a format satisfactory to the Board. The Hospital shall pay directly each Special Duty Deputy for the hours worked under this Agreement, shall remit the compensation due the Special Duty Coordinator and shall credit itself with reimbursement of any private ambulance services provided hereunder.

4. The Board shall notify the parties and the accommodating parties when the balance of the funding remaining under this agreement is \$3,000 and the parties acknowledge that the Sheriff and the Hospital may decline requests for services when the maximum contract amount has been expended except as may be required by applicable law.

Terms of Agreement:

It is mutually agreed by all parties that this is not an agreement by the County, Sheriff or Hospital to provide mental health services. The agreement is subject to non-renewal and modification as provided for herein. The agreement is not subject to the requirements and procedures relating to the termination and modification provided in Ohio Revised Code Section 340.03 (A)(8)(a).

Contacts:

1. For submission of invoice for processing to Board for payment:
Attn: Kim Thompson
Grady Memorial Hospital
561 W. Central Avenue
Delaware, OH 43015
2. To receive payment from Board for approved invoices:
Attn: Kim Thompson
Grady Memorial Hospital
561 W. Central Avenue
Delaware, OH 43015
3. For submissions to Board:
Attn: Shirley Robinson
Delaware-Morrow Mental Health & Recovery Services Board
40 N. Sandusky Street, Suite 301
Delaware, OH 43015
4. Sheriff's Office:
Attn: Lieutenant Shelley Pfan
Delaware County Sheriff's Office
149 N. Sandusky Street
Delaware, OH 43015

Accommodating Party:

The **Central Ohio Mental Health Center** has approved this agreement solely to acknowledge that it is one of the entities authorized to request the special security and/or transport services being provided and to indicate its understanding of the procedures required to request those security and/or transport services.

EXHIBIT "B"

**DELAWARE-MORROW MENTAL HEALTH
& RECOVERY SERVICES BOARD
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement ("Agreement"), effective as of ("Effective Date"), is entered into by and between **The Delaware County Board of County Commissioners**, whose address is **101 N. Sandusky St., Delaware, OH 43015** and the **Sheriff of Delaware County, Ohio**, whose address is **149 N. Sandusky Street, Delaware, OH 43015** (each a "Business Associate" and collectively "Business Associates") and the **Delaware-Morrow Mental Health & Recovery Services Board** with an address at **40 North Sandusky Street, Suite 301, Delaware, Ohio 43015** (the "Covered Entity") (each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, Business Associates now and in the future may have relationships with Covered Entity in which

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Business Associates are entrusted with confidential client information for use in providing services or products to Covered Entity.

WHEREAS, all Parties desire to meet their obligations under the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Regulation") published by the U.S. Department of Health and Human Services ("HHS") at 45 C.F.R. parts 160 and 164 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and as may be applicable to the services rendered by Business Associate to the Covered Entity, under the Gramm-Leach-Bliley Act ("GLB") and implementing regulations.

WHEREAS, all Parties desire to make technical and procedural arrangements to assure that their business relationships meet these regulatory requirements on or before their respective compliance dates.

WHEREAS, all Parties desire to set forth the terms and conditions pursuant to which Protected Health Information that is provided by, or created or received by, the Business Associate on behalf of the Covered Entity ("Protected Health Information"), will be handled between themselves and third parties.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 1.1. **Services.** Business Associates provide, or contract for the provision of, services (which may include transaction services) ("Services") that involve the use and/or disclosure of Protected Health Information. These Services are provided to Covered Entity under various agreements ("Service Agreements") that specify the Services to be contracted or provided by Business Associates. Except as otherwise specified herein, the Business Associates may make any and all uses of Protected Health Information created or received from or on behalf of Covered Entity necessary to perform the obligations under the Service Agreements; provided, however, that all other uses not authorized by this Agreement, the applicable Service Agreement, or other written instructions from the Covered Entity, are prohibited. Moreover, a Business Associate may disclose Protected Health Information for the purposes authorized by this Agreement only (i) to its employees, subcontractors and agents in accordance with Section 2.1(e) below, (ii) as directed by the Covered Entity, or (iii) as otherwise permitted by the terms of this Agreement including, but not limited to, Section 1.2(a) and Section 1.3(b) below.
- 1.2. **Data Analysis.** Business Associates may:
 - 1.2.a. with prior written notice to Covered Entity, use, analyze and disclose the Protected Health Information in its possession for the public health activities and purposes set forth at 45 C.F.R. §164.512(b); and,
 - 1.2.b. with the written authorization of Covered Entity, aggregate the Protected Health Information in its possession with the Protected Health Information of other covered entities that a Business Associate has in its possession through its capacity as a Business Associate to such other covered entities, provided that the purpose of such aggregation is to provide Covered Entity with data analyses relating to the Health Care Operations of the Covered Entity. Periodically, the Business Associate will notify Covered Entity of opportunities for such analyses and, provided that Covered Entity does not decline to participate, the Business Associate will promptly furnish the results of such analysis to Covered Entity. Covered Entity also may propose analyses that would be useful for its purposes and, to the extent reasonable and permissible by law and its agreements with other covered entities, the Business Associate will attempt to prepare such analyses.
- 1.3. **Business Activities of the Business Associates.** Unless otherwise limited herein, the respective Business Associates may:
 - 1.3.a. use the Protected Health Information in their possession for their proper management and administration and to fulfill any present or future legal responsibilities of the Business Associates.
 - 1.3.b. disclose the Protected Health Information in their possession to third parties for the purpose of their property management and administration or to fulfill any present or future legal responsibilities of the Business Associates, provided that (i) the disclosures are "required by law" as defined in 45 C.F.R. §164.501 or (ii) the Business Associates have received from the third party written assurances regarding their confidential handling of such Protected Health Information as required under 45 C.F.R. §164.504(e)(4).
 - 1.3.c. de-identify any and all Protected Health Information provided that Business Associates implement de-identification criteria in accord with 45 C.F.R. §164.514(b) and further provided

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that Business Associates provide to Covered Entity the documentation required by 45 C.F.R. §164.514(b), which may be in the form of a written assurance from the Business Associate. De-identified information does not constitute Protected Health Information and is not subject to the terms of this Agreement.

RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION

- 2.1. **Responsibilities of the Business Associates.** With regard to their individual use and/or disclosure of Protected Health Information, the Business Associates agree to:
 - 2.1.a. use and/or disclose the Protected Health Information only as permitted or required by this Agreement or as otherwise required by law.
 - 2.1.b. report to the designated Privacy Officer of the Covered Entity, in writing, any use and/or disclosure of the Protected Health Information that is not permitted or required by this Agreement of which the Business Associate becomes aware within two (2) days of Business Associate's discovery of such unauthorized use and/or disclosure.
 - 2.1.c. establish procedures for mitigating, to the greatest extent possible, any deleterious effects from any improper use and/or disclosure of Protected Health Information that the Business Associate reports to the Covered Entity.
 - 2.1.d. use commercially reasonable efforts to maintain the security of the Protected Health Information and to prevent the unauthorized use and/or disclosure of such Protected Health Information, which shall in no event be less than the efforts the Business Associate applies in protecting its own confidential information.
 - 2.1.e. require all of its subcontractors and agents that receive, use or have access to Protected Health Information under this Agreement, to agree to adhere to the same restrictions and conditions on the use and/or disclosure of Protected Health Information that apply to the Business Associate pursuant to this Agreement and to provide adequate safeguards against improper use or disclosure.
 - 2.1.f. make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to Secretary of HHS for purposes of determining the Covered Entity's compliance with the Privacy Regulation.
 - 2.1.g. upon written request, make available within thirty (30) days information necessary for Covered Entity to make an accounting of disclosures of an individual's Protected Health Information.
 - 2.1.h. subject to Section 4.5 below and except as otherwise required by law, return to the Covered Entity or destroy, within ninety (90) days of the termination of this Agreement, the Protected Health Information in its possession and retain no copies (which for purposes of this Agreement shall mean segregable databases, files or recording media identifiable to Covered Entity that are used by the Business Associate in providing Services on behalf of Covered Entity).
- 2.2. **Responsibilities of the Covered Entity.** With regard to the use and/or disclosure of Protected Health Information by the Business Associates, the Covered Entity agrees:
 - 2.2.a. to obtain any consent or authorization that may be required by 45 C.F.R. §164.506, §164.508 or applicable state law prior to furnishing Business Associate the Protected Health Information pertaining to an individual.
 - 2.2.b. that it will not furnish Business Associates Protected Health Information that is subject to any arrangements permitted or required of the Covered Entity under 45 C.F.R. parts 160 and 164 that may impact in any manner the use and/or disclosure of Protected Health Information by the Business Associates under this Agreement and the Service Agreement(s), including, but not limited to, restrictions on use and/or disclosure of Protected Health Information as provided for in 45 C.F.R. §164.522 and agreed to by the Covered Entity.
- 2.3. **Responsibilities of the Parties with Respect to Designated Record Sets.** This Section 2.3 applies only if, in the course of performing the Services, the Business Associate and Covered Entity agree that the particular Business Associate maintains Designated Records Sets containing Protected Health Information.
 - 2.3.a. The Business Associate agrees to:

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- (1) at the request of, and in the time and manner designated by the Covered Entity, provide access to the Protected Health Information to the Covered Entity, or the individual to whom such Protected Health Information relates, or his or her authorized representative, in order to satisfy a request by such individual under HIPAA; and,
- (2) at the request of, and in the time and manner designated by the Covered Entity, make any amendment(s) to the Protected Health Information that the Covered Entity directs.

2.3.b. Covered Entity agrees to:

- (1) notify the Business Associate, in writing, of any Protected Health Information that Covered Entity seeks to make available to an individual pursuant to HIPAA and agree with the Business Associate as to the time, manner and form in which the Business Associate shall provide such access; and,
- (2) notify the Business Associate, in writing, of any amendment(s) to the Protected Health Information in the possession of the Business Associate that Covered Entity believes are necessary because of its belief that the Protected Health Information that is the subject of the amendment(s) has been or could be relied upon by the Business Associate or others to the detriment of the individual who is the subject of the Protected Health Information.

3. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

3.1. Each Party represents and warrants to the other Party:

- 3.1.a. that all of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under this Agreement are or shall be appropriately informed of the applicable terms of this Agreement and are under legal obligation to each Party, respectively, by contract or otherwise, sufficient to enable each Party to fully comply with all applicable provisions of this Agreement.
- 3.1.b. that it will reasonably cooperate with the other Party in the performance of the mutual obligations under this Agreement.
- 3.1.c. that it is prepared to comply with those provisions of this Agreement required by 45 C.F.R. part 164 on or before April 14, 2003.

3.2. Formats & Code Sets for Electronic Transactions. Business Associate operates a health care clearinghouse as defined in 45 C.F.R. §160.103. Business Associate represents and warrants that with respect to any of the Transactions subject to 45 C.F.R. parts 160 and 162 processed by Business for Covered Entity:

- 3.2.a. as of October 16, 2003, any such transaction received by Business Associate from or on behalf of a Covered Entity in a non-standard, proprietary format under any Service Agreement will, at the request of Covered Entity, be converted into a Standard Transaction, as that term is defined for purposes of implementing the administrative simplification requirements of HIPAA, prior to routing to the designated recipient; and,
- 3.2.b. all Protected Health Information received by Business Associate from or on behalf of Covered Entity for conversion into a Standard Transaction will be used and disclosed by Business Associate only as provided in this Agreement.

4. TERM AND TERMINATION

- 4.1. **Term.** This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Section 4. In addition, certain provisions and requirements of this Agreement shall survive the expiration or termination of this Agreement in accordance with Section 5.2 herein.
- 4.2. **Termination by the Covered Entity.** As provided for under 45 C.F.R. §164.504(e)(2)(iii), the Covered Entity may immediately terminate this Agreement and any related Service Agreements if the Covered Entity makes the determination that the Business Associate has breached a material term of this Agreement. Alternatively, the Covered Entity may choose to: (i) provide the Business Associate with seven (7) days written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within thirty (30) days, Business Associate must cure said breach to the satisfaction of the Covered Entity with ninety (90) days. Failure to cure in the manner set forth in this Section 4.2 shall be grounds for the immediate

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termination of this Agreement.

- 4.3. **Termination by Business Associate.** Business Associate may immediately terminate this Agreement and any related Service Agreements if Business Associate makes the determination that Covered Entity has breached a material term of this Agreement. Alternatively, Business Associate may choose to: (i) provide Covered Entity with seven (7) days written notice of the existence of an alleged material breach; and (ii) afford Covered Entity an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved with thirty (30) days, Covered Entity must cure said breach to the satisfaction of Business Associate within ninety (90) days. Failure to cure in the manner set forth in this Section 4.3 shall be grounds for the immediate termination of this Agreement.
- 4.4. **Automatic Termination.** This Agreement will automatically terminate without any further action of the parties upon the termination or expiration of all Service Agreement(s) between Covered Entity and Business Associate.
- 4.5. **Effect of Termination.** Upon the termination of this Agreement pursuant to this Section 4 and except as otherwise required by law, Business Associate agrees to return or destroy within ninety (90) days all Protected Health Information identifiable to Covered Entity, including such information in possession of Business Associate's subcontractors, if it is feasible to do so. If return or destruction of said Protected Health Information is not feasible, the Business Associate will notify the Covered Entity in writing. Said notification shall include: (i) a statement that the Business Associate has determined that it is infeasible to return or destroy the Protected Health Information in its possession, and (ii) the specific reasons for such determination. Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to the Business Associate's use and/or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

5. MISCELLANEOUS

- 5.1. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the parties' compliance with federal and/or state health information confidentiality laws and regulations, as well as the parties' obligations under the Business Associate provisions of 45 C.F.R. parts 160 and 164. This Agreement supersedes all prior or contemporaneous written or oral memoranda, arrangements, contracts or understandings between the parties hereto relating to the parties' compliance with federal and/or state health information confidentiality laws and regulations and the parties' health information confidentiality and security obligations under 45 C.F.R. parts 160 and 164.
- 5.2. **Change of Law.** Covered Entity shall notify Business Associate within fifteen (15) days of any amendment to any provision of HIPAA, or its implementing regulations set forth at 45 C.F.R. parts 160 and 164, which materially alters either Party's or both Parties' obligations under this Agreement. The Parties agree to negotiate in good faith mutually acceptable and appropriate amendment(s) to this Agreement to give effect to such revised obligations, provided, however, that if the parties are unable to agree on mutually acceptable amendment(s) within thirty (30) days of the relevant change of law, either party may terminate this Agreement consistent with Sections 4.5 and 5.4.
- 5.3. **Construction of Terms.** The terms of this Agreement shall be construed in light of any interpretation and/or guidance on HIPAA and the Privacy Regulation issued by HHS from time to time.
- 5.4. **Survival.** Section 6 and this Section 5.4 shall survive termination of this Agreement. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 2.1, 2.2 and 4.5, solely with respect to Protected Health Information Business Associate retains in accordance with Section 4.5 because it is not feasible to return or destroy such Protected Health Information, shall survive termination of this Agreement for so long as such information is retained.
- 5.5. **Amendment; Waiver.** This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.
- 5.6. **Notices.** Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and /or via facsimile to the facsimile telephone numbers listed below.

If to Business Associates, to:

Delaware County Sheriff's Office
149 N. Sandusky St.

If to Covered Entity, to:

Delaware-Morrow Mental Health
& Recovery Services Board

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Delaware, OH 43015
Phone: 740-833-2800
Attention: Sheriff Walter L. Davis III
Facsimile: 740-833-2889

40 N. Sandusky St. Suite 301
Delaware, OH 43015
Phone: 740-368-1740
Attention: Stephen Hedge
Facsimile: 740-368-1744

And

Delaware County Board of Commissioners
101 N. Sandusky Street
Delaware, OH 43015
Phone 740-833-2100
Attn: David Cannon, County Administrator
Facsimile: 740-833-2099

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner herein above provided.

- 5.7. **Counterparts; Facsimiles.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
- 5.8. **Disputes.** If any controversy, dispute or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally.

6. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

7. DEFINITIONS

- 7.1. Regulatory citations in this Agreement are to the United States Code of Federal Regulations, as promulgated April 14, 2001, interpreted and amended from time to time by HHS, for so long as such regulations are in effect.
- 7.2. Unless otherwise specified in this Agreement, all terms not otherwise defined shall have the meaning established for purposes of Title 45 parts 160 and 164 of the United States Code of Federal Regulations, as amended from time to time.

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

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

RESOLUTION NO. 09-1037

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of The Child Support Enforcement Agency recommends to end the temporary -employment of Sandra Fouty; effective date June 30, 2009.

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

RESOLUTION NO. 09-1038

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director Of Emergency Medical Services recommends the acceptance of the resignation of Annie Eyer-Stevens as a Paramedic with the EMS Department; effective September 6, 2009. She will remain with the

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department in a part-time capacity.

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

RESOLUTION NO. 09-1039

IN THE MATTER OF REDUCING THE SOLID WASTE TIPPING FEES FOR DELAWARE COUNTY FAIR TRASH:

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

WHEREAS, the Board of County Commissioners of Delaware County has a Solid Waste Transfer Station Operation Agreement with Central Ohio Contractor, Inc.(COC), for the operation of the Delaware County Solid Waste Transfer Station and the disposal of solid waste, and

WHEREAS, the Delaware County Fair has requested relief related to its solid waste tipping fees, and

WHEREAS Central Ohio Contractors, Inc. wishes to assist the Fair with the request by reducing its portion of the tip fee by 50%, and

Whereas Commissioners Resolution 08-1157 authorized an amendment to the Operation Agreement in which Central Ohio Contractors, Inc. has agreed to reducing it's portion of the tip fee by 50%, and

WHEREAS, the Board of County Commissioners wishes to waive the seven percent (7%) county surcharge.

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Delaware County does hereby reduce the solid waste tip fee rates by reducing COC's fee by 50% and waive the seven percent (7%) county surcharge.

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

RESOLUTION NO. 09-1040

IN THE MATTER OF EXECUTING A TRUST AGREEMENT WITH THE DELAWARE COUNTY BANK FOR FINAL CLOSURE, POST CLOSURE CARE AND OR CORRECTIVE MEASURES AT THE DELAWARE COUNTY SOLID WASTE TRANSFER STATION:

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

Whereas Delaware County owns a solid waste transfer station, and

Whereas the Ohio Environmental Protection Agency (OEPA) provides regulatory oversight for ownership and operation of solid waste transfer facilities, and

Whereas the OEPA has established certain rules requiring the owner of a solid waste facility to provide assurance that funds will be available when needed for the final closure, post closure care and or corrective measures at the facility, and

Whereas County staff has estimated the cost of the final closure, post closure care and or corrective measures for the Transfer Station to be \$19,500.00, and

Whereas the OEPA requires the assurance for final closure, post closure care and or corrective measures cost to be supported with financial surety, and

Whereas the OEPA has provided the required form for the trust agreement, and

Whereas the OEPA provides three (3) options to provide the financial assurance via the trust agreement, and

Whereas County staff recommends using the funded trust option to provide the required surety, and

Whereas the Delaware County Treasurer has requested that the funded trust account is established with the Delaware County Bank.

Therefore be it resolved that the Board of County Commissioners execute an agreement with the Delaware County Bank to provide the required surety for the closure costs for the solid waste transfer station.

Furthermore be it resolved that the Board of County Commissioners approve a purchase order for the following:

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68011916-5370 for \$19,500.00 to the Director of the Ohio EPA.

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

RESOLUTION NO. 09-1041

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

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

Whereas, Delaware County contracts with Child Care providers in accordance with state and federal regulations, and

Whereas, the Director of Job & Family Services recommends approval of the following contract amendments;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract amendments for Child Care providers:

Carolyn Chute

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Carolyn Chute entered into on the 1st day of January, 2009

<u>RATE CHANGES:</u>	Full Time	Part Time	Hourly	
Infants	\$ 122.02	\$ 106.47	\$ 5.17	
Toddlers		\$ 152.18	\$ 96.02	\$ 4.88
Pre-K	\$ 121.54	\$ 95.08	\$ 5.13	
School Age	\$ 99.68	\$ 70.95	\$ 5.30	
Summer	\$ 122.53	\$ 98.32	\$ 6.08	

Natural Learning Montessori

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Natural Learning Montessori Academy entered into on the 1st day of January, 2009

<u>RATE CHANGES:</u>	Full Time	Part Time	Hourly	
Toddlers		\$ 169.77	\$ 113.00	\$12.45
Pre-K	\$ 155.66	\$ 76.07	\$ 6.49	
School Age	\$ 90.06	\$ 60.00	\$ 5.48	
Summer	\$ 142.63	\$ 95.55	\$ 6.40	
Am Only	\$ 75.00	\$ 60.00	\$ 5.48	
Pm Only	\$ 90.06	\$ 60.00	\$ 5.48	

Kindercare/Neverland

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare/Neverland entered into on the 1st day of January, 2009

<u>RATE CHANGES:</u>	Full Time	Part Time	Hourly	
Infants	\$ 215.73	\$ 143.90	\$ 6.62	
Toddlers		\$ 190.01	\$ 118.65	\$13.07
Pre-K	\$ 163.44	\$ 79.87	\$ 6.81	

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School Age	\$ 94.56	\$ 63.00	\$ 5.75
Summer	\$ 149.76	\$ 100.33	\$ 7.49
Before or After	\$ 94.56	\$ 63.00	\$ 5.75

Patricia Jones

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Patricia Jones entered into on the 1st day of January, 2009

RATE CHANGES:

	Full Time	Part Tim	Hourly
Infants	\$ 122.02	\$ 106.47	\$ 5.17
Toddlers	\$ 152.18	\$ 96.02	\$ 5.49
Pre-K	\$ 121.54	\$ 95.08	\$ 5.13
School Age	\$ 99.68	\$ 70.95	\$ 5.28
Summer	\$ 122.53	\$ 98.32	\$ 6.08

Samantha Ortiz

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Samantha Ortiz entered into on the 1st day of January, 2009

RATE CHANGES:

	Full Time	Part Time	Hourly
Infants	\$ 122.02	\$ 106.47	\$ 5.17
Toddlers	\$ 143.00	\$ 96.02	\$ 5.49
Pre-K	\$ 121.54	\$ 95.08	\$ 5.13
School Age	\$ 99.68	\$ 70.95	\$ 5.28
Summer	\$ 122.53	\$ 98.32	\$ 6.08

Enchanted Care Kids Campus #2

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Enchanted Care KIDS Campus (Bldg. #2) entered into on the 1st day of April, 2009

RATE CHANGES:

	Full Time	Part Time	Hourly
School Age	\$ 90.06	\$ 60.00	\$ 5.48
Summer	\$ 142.63	\$ 95.55	\$ 7.13
Am Only	\$ 72.00	\$ 60.00	\$ 5.48
Pm Only	\$ 78.00	\$ 60.00	\$ 5.48

Grace Family

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Grace Family Day Care entered into on the 1st day of January, 2009

RATE CHANGES:

	Full Time	Part Time	Hourly
Infants	\$ 175.00	\$ 137.05	\$ 6.30
Toddlers	\$ 165.00	\$ 113.00	\$ 12.45

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Pre-K	\$ 155.00	\$ 76.07	\$ 6.49
School Age	\$ 90.06	\$ 60.00	\$ 5.48
Summer	\$ 130.00	\$ 95.55	\$ 7.13
Before or After	\$ 65.00	\$ 60.00	\$ 5.48
Before & After	\$ 90.00	\$ 60.00	\$ 5.48
Pre-K (T & Th)	\$ 140.00	\$ 76.07	\$ 6.49
Pre-K (MWF)	\$ 155.44	\$ 76.07	\$ 6.49

Kindercare/New Albany

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare/ New Albany entered into on the 1st day of January, 2009

RATE CHANGES:

	Full Time	Part Time	Hourly
Infants	\$ 215.73	\$ 143.90	\$ 6.62
Toddlers	\$ 190.01	\$ 118.65	\$13.07
Pre-K	\$ 163.44	\$ 79.87	\$ 6.81
School Age	\$ 94.56	\$ 63.00	\$ 5.75
Summer	\$ 149.76	\$ 100.33	\$ 7.49
Before or After	\$ 94.56	\$ 63.00	\$ 5.75

Kindercare/Park Rd.

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare/Park Rd. entered into on the 1st day of January, 2009

RATE CHANGES:

	Full Time	Part Time	Hourly
Infants	\$ 215.73	\$ 143.90	\$ 6.62
Toddlers	\$ 190.01	\$ 118.65	\$13.07
Pre-K	\$ 163.44	\$ 79.87	\$ 6.81
School Age	\$ 94.56	\$ 63.00	\$ 5.75
Summer	\$ 149.76	\$ 100.33	\$ 7.49
Before or After	\$ 94.56	\$ 63.00	\$ 5.75

Kindercare/Sawmill Pkwy

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare / Sawmill Parkway entered into on the 1st day of January, 2009

RATE CHANGES:

	Full Time	Part Time	Hourly
Infants	\$ 215.73	\$ 143.90	\$ 6.62
Toddlers	\$ 190.01	\$ 118.65	\$13.07
Pre-K	\$ 163.44	\$ 79.87	\$ 6.81
School Age	\$ 94.56	\$ 63.00	\$ 5.75
Summer	\$ 149.76	\$ 100.33	\$ 7.49
Before or After	\$ 94.56	\$ 63.00	\$ 5.75

Kindercare/Tara Hill

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between

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the Delaware County Department of Job and Family Services and Kindercare/ Tara Hill entered into on the 1st day of January, 2009

RATE CHANGES:

	Full Time	Part Time	Hourly	
Infants	\$ 205.46	\$ 137.05	\$ 6.30	
Toddlers		\$ 180.96	\$ 113.00	\$12.45
Pre-K	\$ 155.66	\$ 76.07	\$ 6.49	
School Age	\$ 90.06	\$ 60.00	\$ 5.48	
Summer	\$ 142.63	\$ 95.55	\$ 7.13	

LaPetite/Polaris Pkwy

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and LaPetite Academy/Polaris Pkwy entered into on the 1st day of January, 2009

RATE CHANGES:

	Full Time	Part Time	Hourly	
Infants	\$ 205.46	\$ 137.05	\$ 6.30	
Toddlers		\$ 180.96	\$ 113.00	\$12.45
Pre-K	\$ 155.66	\$ 76.07	\$ 6.49	
School Age	\$ 90.06	\$ 60.00	\$ 5.48	
Summer	\$ 142.63	\$ 95.55	\$ 7.13	
Before or After	\$ 90.06	\$ 60.00	\$ 5.48	
Before & After	\$ 90.06	\$ 60.00	\$ 5.48	

LaPetite/Sawmill Pkwy

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and LaPetite/Sawmill Pkwy entered into on the 1st day of January, 2009

RATE CHANGES:

	Full Time	Part Time	Hourly	
Infants	\$ 205.46	\$ 137.05	\$ 6.30	
Toddlers		\$ 180.96	\$ 113.00	\$12.45
Pre-K	\$ 155.66	\$ 76.07	\$ 6.49	
School Age	\$ 90.06	\$ 60.00	\$ 5.48	
Summer	\$ 142.63	\$ 95.55	\$ 7.13	

LaPetite/Summitview

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and LaPetite Academy/Summitview entered into on the 1st day of January, 2009

RATE CHANGES:

	Full Tim	Part Time	Hourly	
Infants	\$ 205.46	\$ 137.05	\$ 6.30	
Toddlers		\$ 180.96	\$ 113.00	\$12.45
Pre-K	\$ 155.66	\$ 76.07	\$ 6.49	
School Age	\$ 90.06	\$ 60.00	\$ 5.48	
Summer	\$ 142.63	\$ 95.55	\$ 7.13	
Before or After	\$ 90.06	\$ 60.00	\$ 5.48	

The Learning Ctr. Sunbury

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT

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AMENDMENT NO. 1

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and The Learning Center / Sunbury entered into on the 1st day of January, 2009

<u>RATE CHANGES:</u>	Full Time	Part Tim	Hourly	
Infants	\$ 185.00	\$ 137.05	\$ 6.30	
Toddlers	\$ 180.00	\$ 113.00	\$ 12.45	
Pre-K	\$ 155.66	\$ 76.07	\$ 6.49	
School Age	\$ 90.06	\$ 60.00	\$ 5.48	
Summer	\$ 142.63	\$ 95.55	\$ 7.13	

Liberty Community Center

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Liberty Community Center entered into on the 1st day of January, 2009

<u>RATE CHANGES:</u>	Full Tim	Part Tim	Hourly	
Infants	\$ 192.00	\$ 137.05	\$ 6.30	
Toddlers	\$ 170.00	\$ 113.00	\$ 12.45	
Pre-K	\$ 155.00	\$ 76.07	\$ 6.49	
School Age	\$ 90.06	\$ 60.00	\$ 5.48	
Summer	\$ 142.63	\$ 95.55	\$ 7.13	

New Dimensions

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and New Dimensions Child Care entered into on the 1st day of January, 2009

<u>RATE CHANGES:</u>	Full Time	Part Tim	Hourly	
Infants	\$ 195.00	\$ 137.05	\$ 6.30	
Toddlers	\$ 180.00	\$ 113.00	\$ 12.45	
Pre-K	\$ 155.66	\$ 76.07	\$ 6.49	
School Age	\$ 90.06	\$ 60.00	\$ 5.48	
Summer	\$ 142.63	\$ 95.55	\$ 7.13	

Nikou Learning Center

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Nikou Learning Center entered into on the 1st day of January, 2009

<u>RATE CHANGES:</u>	Full Tim	Part Time	Hourly	
Infants	\$ 205.46	\$ 137.05	\$ 6.30	
Toddlers	\$ 180.96	\$ 113.00	\$ 12.45	
Pre-K	\$ 155.66	\$ 76.07	\$ 6.49	
School Age	\$ 90.06	\$ 60.00	\$ 5.48	
Summer	\$ 142.63	\$ 95.55	\$ 7.13	
Before or After	\$ 60.00	\$ 60.00	\$ 5.48	

Noah's Ark/Harrison

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Noah's Ark/ Harrison entered into on the 1st day of January, 2009

<u>RATE CHANGES:</u>	Full Time	Part Time	Hourly	
Infants	\$ 180.00	\$ 137.05	\$ 6.30	
Toddlers	\$ 180.00	\$ 113.00	\$ 6.30	\$12.45
Pre-K	\$ 155.66	\$ 76.07	\$ 6.49	
Pre-K Only(MTW)	\$ 31.40	\$ 31.40	\$ 6.49	
Pre-K Only(ThF)	\$ 24.42	\$ 24.42	\$ 6.49	
School Age	\$ 90.06	\$ 60.00	\$ 5.48	
Summer	\$ 140.00	\$ 95.55	\$ 7.13	
Kindergarten B&A	\$ 80.00	\$ 60.00	\$ 5.48	
Before & After	\$ 85.00	\$ 60.00	\$ 5.48	
Before Only	\$ 40.00	\$ 40.00	\$ 5.48	
After Only	\$ 55.00	\$ 55.00	\$ 5.48	

Noah's Ark/Tippett

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Noah's Ark/Tippett entered into on the 1st day of January, 2009

<u>RATE CHANGES:</u>	Full Time	Part Time	Hourly	
Infants	\$ 180.00	\$ 137.05	\$ 6.30	
Toddlers	\$ 180.00	\$ 113.00	\$ 6.30	\$12.45
Pre-K	\$ 155.66	\$ 76.07	\$ 6.49	
Pre-K Only (MTW)	\$ 31.40	\$ 31.40	\$ 6.49	
Pre-K Only (ThF) \$ 24.42	\$ 24.42	\$ 6.49	\$ 6.49	
School Age	\$ 90.06	\$ 60.00	\$ 5.48	
Summer	\$ 140.00	\$ 95.55	\$ 7.13	
Kindergarten (B&A)	\$ 80.00	\$ 60.00	\$ 5.48	
Before & After	\$ 85.00	\$ 60.00	\$ 5.48	
Before Only	\$ 40.00	\$ 40.00	\$ 5.48	
After Only	\$ 55.00	\$ 55.00	\$ 5.48	

Oxford School/Blazer Pkwy

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Oxford School/Blazer Pkwy entered into on the 26th day of March, 2009

<u>RATE CHANGES:</u>	Full Time	Part Time	Hourly	
Infants	\$ 205.46	\$ 137.05	\$ 6.30	
Toddlers	\$ 180.96	\$ 113.00	\$ 6.30	\$12.45
Pre-K	\$ 155.66	\$ 76.07	\$ 6.49	
School Age	\$ 90.06	\$ 60.00	\$ 5.48	
Summer	\$ 142.63	\$ 95.55	\$ 7.13	

Oxford School/Glick Rd.

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Oxford School/Glick Rd. entered into on the

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RATE CHANGES:

	Full Time	Part Tim	Hourly	
Infants	\$ 205.46	\$ 137.05	\$ 6.30	
Toddlers		\$ 180.96	\$ 113.00	\$12.45
Pre-K	\$ 155.66	\$ 76.07	\$ 6.49	
School Age	\$ 90.06	\$ 60.00	\$ 5.48	
Summer	\$ 142.63	\$ 95.55	\$ 7.13	

Primrose School

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Primrose School entered into on the 1st day of January, 2009

RATE CHANGES:

	Full Tim	Part Time	Hourly	
Infants	\$ 205.46	\$ 137.05	\$ 6.30	
Toddlers		\$ 180.96	\$ 113.00	\$12.45
Pre-K	\$ 155.66	\$ 76.07	\$ 6.49	
Pre-K Only	\$ 150.00	\$ 76.07	\$ 6.49	
School Age	\$ 90.06	\$ 60.00	\$ 5.48	
Summer	\$ 142.63	\$ 95.55	\$ 7.13	
Before & After	\$ 90.06	\$ 60.00	\$ 5.48	

R Kids Count

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and R Kids Count entered into on the 1st day of January, 2009

RATE CHANGES:

	Full Time	Part Time	Hourly	
Infants	\$ 205.46	\$ 137.05	\$ 6.30	
Toddlers		\$ 180.96	\$ 113.00	\$12.45
Pre-K	\$ 155.66	\$ 76.07	\$ 6.49	
School Age	\$ 90.06	\$ 60.00	\$ 5.48	
Summer	\$ 142.63	\$ 95.55	\$ 7.13	
Before & After	\$ 85.00	\$ 60.00	\$ 5.48	
Before Only	\$ 40.00	\$ 40.00	\$ 5.48	
After Only	\$ 45.00	\$ 45.00	\$ 5.48	

Smoky Row

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Smoky Row Children's Center entered into on the 8th day of July, 2009

RATE CHANGES:

	Full Time	Part Time	Hourly	
Infants	\$ 205.46	\$ 137.05	\$ 6.30	
Toddlers		\$ 180.96	\$ 113.00	\$12.45
Pre-K	\$ 155.66	\$ 76.07	\$ 6.49	
School Age	\$ 90.06	\$ 60.00	\$ 5.48	
Summer	\$ 142.63	\$ 95.55	\$ 6.40	
Summer (3-5)	\$ 95.00	\$ 76.07	\$ 6.49	
Pre-K (T & Thur)	\$ 29.30	\$ 29.30	\$ 5.48	
(M-W-F)	\$ 38.37	\$ 38.37	\$ 5.48	

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(M-Thur) \$ 47.44 \$ 47.44 \$ 5.48

Stepping Stones

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Stepping Stones Learning Center entered into on the 1st day of January, 2009

<u>RATE CHANGES:</u>	Full Time	Part Time	Hourly	
Infants	\$ 205.46	\$ 137.05	\$ 6.30	
Toddlers		\$ 180.96	\$ 113.00	\$12.45
Pre-K	\$ 155.66	\$ 76.07	\$ 6.49	
School Age	\$ 90.06	\$ 60.00	\$ 5.48	
Summer	\$ 142.63	\$ 95.55	\$ 7.13	
Before or After	\$ 30.00	\$ 30.00	\$ 5.48	

T&J Academy

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and T & J Academy entered into on the 1st day of January, 2009

<u>RATE CHANGES:</u>	Full Time	Part Time	Hourly	
Infants	\$ 200.00	\$ 137.05	\$ 6.30	
Toddlers		\$ 180.00	\$ 113.00	\$12.45
Pre-K	\$ 155.66	\$ 76.07	\$ 6.49	
School Age	\$ 90.06	\$ 60.00	\$ 5.48	
Summer	\$ 142.63	\$ 95.55	\$ 7.13	

Toddler Inn

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Toddler Inn entered into on the 1st day of January, 2009

<u>RATE CHANGES:</u>	Full Time	Part Time	Hourly	
Infants	\$ 165.00	\$ 137.05	\$ 6.30	
Toddlers		\$ 155.00	\$ 113.00	\$12.45
Pre-K	\$ 145.00	\$ 76.07	\$ 6.49	
School Age	\$ 90.06	\$ 60.00	\$ 5.48	
Summer	\$ 142.63	\$ 95.55	\$ 7.13	
Before Only	\$ 80.00	\$ 60.00	\$ 5.48	
After Only	\$ 90.00	\$ 60.00	\$ 5.48	
Before & After	\$ 90.06	\$ 60.00	\$ 5.48	

Vineyard

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Vineyard Early Childhood Center entered into on the 23rd day of March, 2009

<u>RATE CHANGES:</u>	Full Time	Part Time	Hourly
Infants	\$ 205.46	\$ 137.05	\$ 6.30

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Toddlers	\$ 180.96	\$ 113.00	\$12.45
Pre-K	\$ 155.66	\$ 76.07	\$ 6.49

Worthington Christian

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Worthington Christian entered into on the 1st day of January, 2009

RATE CHANGES:

	Full Time	Part Time	Hourly
Infants	\$ 205.46	\$ 137.05	\$ 6.30
Toddlers	\$ 180.96	\$ 113.00	\$12.45
Pre-K	\$ 155.66	\$ 76.07	\$ 6.49
School Age	\$ 90.06	\$ 60.00	\$ 5.48
Summer	\$ 142.63	\$ 95.55	\$ 7.13
Before or After	\$ 35.12	\$ 35.12	\$ 5.48
Before & After	\$ 58.85	\$ 58.85	\$ 5.48

YMCA/Olentangy SACC

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and YMCA/Olentangy Sacc entered into on the 1st day of January, 2009

RATE CHANGES:

	Full Time	Part Time	Hourly
Am Only	\$ 31.16	\$ 31.16	\$ 5.48
Pm Only	\$ 39.53	\$ 39.53	\$ 5.48
Am & Pm	\$ 70.00	\$ 60.00	\$ 5.48
Kindergarten Am	\$ 15.58	\$ 15.58	\$ 5.48
Kindergarten Pm	\$ 19.77	\$ 19.77	\$ 5.48
Kinder.Am&Pm	\$ 35.19	\$ 35.19	\$ 5.48
Summer	\$ 135.00	\$ 95.55	\$ 7.13
Before Camp	\$ 21.00	\$ 21.00	\$ 5.48
After Camp	\$ 34.00	\$ 34.00	\$ 5.48

Grandma's House

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Grandma's House entered into on the 1st day of January, 2009

RATE CHANGES:

	Full Time	Part Time	Hourly
Infants	\$ 205.46	\$ 137.05	\$ 6.30
Toddlers	\$ 180.96	\$ 113.00	\$ 8.50
Pre-K	\$ 155.66	\$ 76.07	\$ 6.49
School Age	\$ 90.06	\$ 60.00	\$ 5.48
Summer	\$ 142.63	\$ 95.55	\$ 6.40

Kindercare/S. Cleveland

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare/S. Cleveland entered into on the 1st day of January, 2009

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<u>RATE CHANGES:</u>	Full Time	Part Time	Hourly	
Infants	\$ 215.73	\$ 143.90	\$ 6.62	
Toddlers	\$ 190.01	\$ 118.65	\$ 6.81	\$13.07
Pre-K	\$ 163.44	\$ 79.87	\$ 5.75	
School Age	\$ 94.56	\$ 63.00	\$ 7.49	
Summer	\$ 149.76	\$ 100.33	\$ 5.75	
Before & After	\$ 94.56	\$ 63.00	\$ 5.75	
Before or After	\$ 84.00	\$ 63.00	\$ 5.75	

Amerikid

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Amerikid Day Care Center entered into on the 18th day of February, 2009

<u>RATE CHANGES:</u>	Full Time	Part Tim	Hourly	
Infants	\$ 141.25	\$ 90.96	\$ 4.45	
Toddlers	\$ 120.84	\$ 86.33	\$ 5.11	
Pre-K	\$ 110.62	\$ 69.73	\$ 4.30	
School Age	\$ 68.00	\$ 52.61	\$ 4.28	
Summer	\$ 105.99	\$ 71.13	\$ 6.03	

Erin Tope

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Erin Tope entered into on the 2nd day of April, 2009

<u>RATE CHANGES:</u>	Full Tim	Part Tim	Hourly	
Infants	\$ 122.02	\$ 106.47	\$ 5.17	
Toddlers	\$ 143.00	\$ 96.02	\$ 5.49	
Pre-K	\$ 121.54	\$ 95.08	\$ 5.13	
School Age	\$ 99.68	\$ 70.95	\$ 5.28	
Summer	\$ 122.53	\$ 94.89	\$ 6.08	

Ohio School For the Deaf

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Ohio School for the Deaf entered into on the 1st day of January, 2009

<u>RATE CHANGES:</u>	Full Time	Part Tim	Hourly	
Infants	\$ 205.00	\$ 137.05	\$ 6.30	
Toddlers	\$ 180.96	\$ 113.00	\$ 12.45	
Pre-K	\$ 155.66	\$ 76.07	\$ 6.49	
Before/After	\$ 40.00	\$ 40.00	\$ 5.48	
Summer Schoolage	\$ 142.63	\$ 95.55	\$ 6.40	

OSU/Ackerman

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and OSU Child Care/Ackerman entered into on the 1st day of January, 2009

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<u>RATE CHANGES:</u>	Full Time	Part Time	Hourly	
Infants	\$ 215.73	\$ 143.90	\$ 6.62	
Toddlers	\$ 190.01	\$ 118.65	\$ 6.81	\$13.07
Pre-K	\$ 163.44	\$ 79.87	\$ 5.75	
School Age	\$ 94.56	\$ 63.00	\$ 7.49	
Summer	\$ 149.76	\$ 100.33		

Enchanted Care/Gooding

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Delaware City School/Sacc entered into on the 1st day of January, 2009

<u>RATE CHANGES:</u>	Full Time	Part Time	Hourly	
Infants	\$ 205.46	\$ 137.05	\$ 6.30	
Toddlers	\$ 180.96	\$ 113.00	\$ 6.49	\$12.45
Pre-K	\$ 155.66	\$ 76.07	\$ 5.48	
School Age	\$ 90.06	\$ 60.00	\$ 7.13	
Summer	\$ 142.63	\$ 95.55		

Flying Dozer

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Flying Dozer Learning Center entered into on the 1st day of January, 2009

<u>RATE CHANGES:</u>	Full Time	Part Time	Hourly	
Infants	\$ 151.30	\$ 103.36	\$ 6.98	
Toddlers	\$ 130.72	\$ 86.96	\$ 3.71	\$ 5.66
Pre-K	\$ 116.03	\$ 68.07	\$ 3.02	
School Age	\$ 72.63	\$ 49.57	\$ 2.56	
Summer School Age	\$ 110.87	\$ 69.64	\$ 3.02	
Before & After	\$ 72.63	\$ 49.57	\$ 3.02	
Before or After	\$ 72.63	\$ 49.57	\$ 3.02	

Paige's Playhouse

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Paige's Playhouse entered into on the 5th day of June, 2009

<u>RATE CHANGES:</u>	Full Time	Part Tim	Hourly	
Infants	\$ 205.46	\$ 137.05	\$ 6.30	
Toddlers	\$ 180.96	\$ 113.00	\$ 6.49	\$12.45
Pre-K	\$ 155.66	\$ 76.07		

Enchanted Care/Graphics Way

AMENDMENT NO. 1

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Enchanted Care Learning Center/Graphics Way entered into on the 1st day of January, 2009

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RATE CHANGES:

	Full Time	Part Time	Hourly	
Infants	\$ 205.46	\$ 137.05	\$ 6.30	
Toddlers	\$ 180.96	\$ 113.00	\$ 12.45	
Pre-K	\$ 155.66	\$ 76.07	\$ 6.49	
School Age	\$ 90.06	\$ 60.00	\$ 5.48	
Summer	\$ 142.63	\$ 95.55	\$ 7.13	

Carrie Bennett

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Carrie Bennett entered into on the 30th day of March, 2009

RATE CHANGES:

	Full Time	Part Time	Hourly	
Infants	\$ 122.02	\$ 106.47	\$ 5.17	
Toddlers	\$ 143.00	\$ 96.02	\$ 5.49	
Pre-K	\$ 121.54	\$ 95.08	\$ 5.13	
Schoolage	\$ 99.68	\$ 70.05	\$ 5.28	
Summer	\$ 122.53	\$ 98.32	\$ 6.08	

Smoky Row

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Smoky Row Children's Center entered into on the 8th day of July, 2009

RATE CHANGES:

	Full Time	Part Time	Hourly	
Infants	\$ 205.46	\$ 137.05	\$ 6.30	
Toddlers	\$ 180.96	\$ 113.00	\$ 12.45	
Pre-K	\$ 155.66	\$ 76.07	\$ 6.49	
School Age	\$ 90.06	\$ 60.00	\$ 5.48	
Summer	\$ 142.63	\$ 95.55	\$ 6.40	
Summer (3-5)	\$ 95.00	\$ 76.07	\$ 6.49	
Pre-K (T & Thur)	\$ 29.30	\$ 29.30	\$ 5.48	
(M-W-F)	\$ 38.37	\$ 38.37	\$ 5.48	
(M-Thur)	\$ 47.44	\$ 47.44	\$ 5.48	

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

RESOLUTION NO. 09-1042

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:

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

Whereas, Delaware County contracts with Child Care providers in accordance with state and federal regulations, and

Whereas, the Director of Job & Family Services recommends approval of the following contracts;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contracts for Child Care providers:

BASIC RATES

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

Hourly: Paid after 60 hours

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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

Janice Jodrey
369 Perfect Dr.
Sunbury, Oh 43074

Infants	Toddlers	Preschool	School
\$ 91.52 Full-time Wk	\$114.14 Full-time Wk	\$ 91.16 Full-time Wk	\$ 74.76 Full-time Wk
\$ 79.85 Part-time Wk	\$ 72.02 Part-time Wk	\$ 71.31 Part-time Wk	\$ 53.21 Part-time Wk
\$ 3.88 Hourly	\$ 4.12 Hourly	\$ 3.85 Hourly	\$ 4.55 Hourly
SUMMER:	Full Time	Part Time	Hourly
	\$ 91.90	\$ 73.74	\$ 4.56

Kimberly VanDyke
5881 Carters Corner Rd.
Sunbury, Oh 43074

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
	\$130.73	\$ 94.89	\$ 6.08

Carrie Bennett
391 Laurel Ct.,
Sunbury, Oh 43074

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
	\$130.73	\$ 94.89	\$ 6.08

(A copy of each of these contracts is available in the commissioners' office until no longer of administrative value).

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

RESOLUTION NO. 09-1043

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND VIA QUEST FOR CHILD PLACEMENT SERVICES:

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

Whereas, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations, and

Whereas, the Director of Jobs & Family Services recommends approval of the following contracts;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contracts for Child Care Placement providers:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Via Quest 525 Metro Place North	A. Maintenance B. Administration

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<p>Suite 100 Dublin, Ohio 43017</p>	<p>C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)</p>
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(A copy of each of these contracts is available in the Commissioners' Office until no longer of administrative value).

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

RESOLUTION NO. 09-1044

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF A GRANT APPLICATION FROM THE DEPARTMENT OF JOB AND FAMILY SERVICES TO THE COUNCIL FOR OLDER ADULTS TO FUND A SUMMER YOUTH CHORE PROGRAM:

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

Grant: Summer Youth Chore Program
Source: Council for Older Adults
Grant Period: June – August 2010

Grant Amount: \$ 14,000.00

Delaware County Department of Job and Family Services would like to continue to provide the Summer Chore Service for seniors during the summer of 2010, which has been in operation since the summer of 1993. The youth crew members will be Workforce Investment Act (WIA) Program eligible participants who are low-income or have special needs in some way. These youth will be responsible for contacting referrals made by Council for Older Adults staff, setting up appointments for the chores to be completed, obtaining directions, determining needed supplies and performing the actual work. In addition to the work aforementioned, the youth will participate in academic enrichment activities at the worksite and at the Delaware Area Career Center. This program is funded with the COA Grant funds and WIA funds.

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

COMMISSIONERS' COMMITTEES REPORTS

Refer to CD minutes for entire record

Commissioner O'Brien

Attend the CCAO/OSU Extension Summer Conference; a lot of information some topics:
-OPERS Changes; might make recruiting good employees harder
-CORSAs information
-Many other counties rely on property tax money

Commissioner Thompson

Attend the CCAO/OSU Extension Summer Conference; also a lot of information some topics:
-tour of a local equestrian facilities; it had mats from a Delaware county business (Cashmans)
-park facilities
-trying to find ways to create our own natural resources to less dependence on other countries.

RESOLUTION NO. 09-1045

9:30AM PUBLIC HEARING FOR THE REQUEST TO CHANGE WAYNEBROWN DRIVE TO WAYNE BROWN DRIVE:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to open the Hearing at 9:30AM.

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

RESOLUTION NO. 09-1046

IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY

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COMMISSIONERS OF DELAWARE COUNTY, OHIO:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

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

RESOLUTION NO. 09-1047

IN THE MATTER OF CLOSING THE PUBLIC HEARING TO ADDRESS THE REQUEST TO CHANGE WAYNEBROWN DRIVE TO WAYNE BROWN DRIVE:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to close the Hearing at 9:38AM.

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

RESOLUTION NO. 09-1048

IN THE MATTER OF COMMISSIONERS FINDING AFFIRMING ORDER FOR THE REQUEST TO CHANGE WAYNEBROWN DRIVE TO WAYNE BROWN DRIVE:

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

Whereas, on June 7, 2009, Joel Kallman's petition request to Change Waynebrown Drive To Wayne Brown Drive was filed with the Board of Commissioners of Delaware County (the "Board"): "My name is Joel Kallman. I live at 9529 Wayne Brown Drive in Powell, Ohio (really, Liberty Township). I am the original owner of my house and have lived there since 1997. I live in the Big Bear Farms subdivision. The US Postal Service and the Delaware County Auditor have my street name listed as WAYNEBROWN DRIVE. I believe this street name is incorrect and should be corrected. Wayne Brown is the name of the man who was the original founder of Big Bear. In 1934 Wayne Brown opened the first modern supermarket in the nation on Lane Avenue across from St. John's Arena and called it "Big Bear". Wayne Brown is a formal name. The street name should be listed as WAYNE BROWN DRIVE."; and

Whereas, Section 5541.04 of the Ohio Revised Code states the following: "The board of county commissioners of any county, on its own motion or on petition by a person owning a lot in the unincorporated area of said county praying that the name of a county or township road in the immediate vicinity of such lot be changed, upon hearing, and upon being satisfied that there is good cause for such a change of name, that it will not be detrimental to the general interest, and that it should be made, may, by resolution declare the change of the name of such road, and

Whereas, the Board of Delaware County Commissioners held a Public Hearing to consider the road name change petition request on Monday the 24th day of August, 2009, at 9:30 AM, and

Whereas, after hearing testimony from property owners on whether or not there is good cause for such a change of name, that it will not be detrimental to the general interest, and that it should be made the Board is prepared to issue its findings on The Request To Change Waynebrown Drive To Wayne Brown Drive;

Therefore, Be It Resolved, by the Board of Commissioners of Delaware County, Ohio as follows:

Section 1. The Board hereby 1. Finds there is good cause for such a change of name, 2. Finds that it will not be detrimental to the general interest, and 3. Finds that it should be made; Accordingly, the Board hereby grants the prayer of the petition and declares that Waynebrown Drive Be Changed To Wayne Brown Drive.

Section 2. Per Section 5541.04 of the Ohio Revised Code a copy of this resolution shall be certified to the county engineer, the county recorder, and the county auditor, who shall all change their records accordingly, but still retain in some manner the old name of the road.

Section 3. In addition as a courtesy, a copy of this resolution shall be certified to The City of Powell, Liberty Township, the Delaware County EMS Department, the Delaware County 911 Center; the Delaware County EMA Department and the Sheriff's Office, who shall all change their records accordingly, but still retain in some manner the old name of the road.

Section 4. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

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

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RESOLUTION NO. 09-1049

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn into Executive Session at 10:42AM.

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

RESOLUTION NO. 09-1050

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn out of Executive Session at 10:10AM.

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

RESOLUTION NO. 09-1051

IN THE MATTER OF ADJOURNING THE MEETING:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn the meeting.

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

Todd Hanks

Ken O'Brien

Tommy Thompson

Letha George, Clerk to the Commissioners