

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 19, 2010**

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

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

RESOLUTION NO. 10-488

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 15, 2010:

It was moved by Mr. Thompson, seconded by Mr. Hanks to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on April 15, 2010; 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. Hanks Aye Mr. O'Brien Aye

PUBLIC COMMENT

RESOLUTION NO. 10-489

IN THE MATTER OF DECLARING APRIL 21, 2010 OHIO WESLEYAN COMMUNITY SERVICE RECOGNITION DAY IN DELAWARE COUNTY, OHIO:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

Whereas, since its earliest history, when it was dubbed the "West Point of Missions," until today, Ohio Wesleyan University has been noted for its exemplary programs of service to the community and the world; and

Whereas, Ohio Wesleyan students develop a commitment to service that they carry with them as alumni, devoting themselves to community service at nearly twice the rate of the general population; and

Whereas, the Office of Community Service Learning and the Office of the Chaplain foster a love for service to humanity; and

Whereas in 2008-2009, Ohio Wesleyan students provided more than 45,000 hours of service to local, regional, national and international projects; and

Whereas, many inhabitants of Delaware County were positively affected by the students' efforts; and

Whereas, Ohio Wesleyan University received one of only three Presidential Awards for Excellence in General Community Service as part of the 2009 President's Higher Education Community Service Honor Roll;

Now, therefore, The County Commissioners of Delaware County, do declare April 21, 2010, as Ohio Wesleyan Community Service Recognition Day in Delaware County and commend the University for its commitment to civic engagement and community betterment.

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

RESOLUTION NO. 10-490

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0416:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0416, and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
------------------	--------------------	------------------	---------------------	--------------------	--------------------

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 19, 2010**

R1003807	OFFICE CITY EXPRESS INC	FURNITURE HAYES PROBATE 3RD FLOOR JUVENILE	40111402 - 5450	\$153,448.75	0001
R1003859	COMMISSIONERS	INDIRECT COST	22411605 - 5380	\$420,456.00	0001
R1003860	COMMISSIONERS	INDIRECT COST	22311611 - 5380	\$5,997.00	0001
R1003877	STATE WIDE FORD & EMERGENCY PRODUCTS	REPLACEMENT SHERIFF CRUISER	60111901 - 5370	\$20,255.48	0001
R1003902	DELAWARE COUNTY BANK & TRUST CO	SHEETS PRINCIPAL	51511132 - 5725	\$1,400.00	0001
R1003902	DELAWARE COUNTY BANK & TRUST CO	SHEETS INTEREST	51511132 - 5720	\$548.53	0002
R1003902	DELAWARE COUNTY BANK & TRUST CO	MCNAMARA PRINCIPAL	51711134 - 5725	\$3,900.00	0003
R1003902	DELAWARE COUNTY BANK & TRUST CO	MCNAMARA INTEREST	51711134 - 5720	\$1,561.19	0004

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

RESOLUTION NO. 10-491

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND
PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0416GC FOR THE ECONOMIC
DEVELOPMENT DEPARTMENT:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0416GC, and Purchase Orders as listed below for Economic Development Department:

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R1003890	DELAWARE AREA CHAMBER OF COMMERCE	CHAMBER LUNCHEON	21011113 - 5310	\$30.00	0001
R1003895	RACCOON VALLEY PARTNERS	CONSULTANT SERVICES	21011113 - 5301	\$500.00	0001
R1003908	B J EQUIPMENT LIMITED	DCHIP CLIENT SEWER	23111711 - 5365	\$210.00	0001

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

RESOLUTION NO. 10-492

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

Whereas, The County Administrator recommends this measure for adoption by the Board,

The EMS Department is requesting that Brent Staley and Jeff Sparks attend a Texas A&M Extension Basic Supervisory EMS Course in Mt. Gilead, Ohio May 17-21, 2010, at no cost.

The EMS Department is requesting that Stephen Dick attend an EMS Response to Active Shooters Conference at the Central Ohio Joint Fire District April 24-25, 2010, at no cost.

The EMS Department is requesting that Rob Farmer attend an EMS Training Day at the OSU Medical Center April 23, 2010, at no cost

The Facilities Department is requesting that Jon Melvin attend a CCAO Prevailing Wage Law Seminar in Columbus, Ohio May 12, 2010, at no cost.

The EMS Department is requesting that Daniel Jividen attend a Prevention and Response to Suicide Bombing Incidents in New Mexico October 4-8, 2010, at no cost.

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 19, 2010**

The 911 Communications Department is requesting that Bob Greenlaw and Patrick Brandt attend a NENA 2010 Conference in Indianapolis, Indiana June 8, 2010, at the cost of \$424.99 (Fund Number 21411306).

The 911 Communications Department is requesting that Erica Delaney attend an Emergency/Fire Dispatching Class in Plain Township May 5-7, 2010, at the cost of \$320.00 (Fund Number 21411306).

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

RESOLUTION NO. 10-493

IN THE MATTER OF ACCEPTING THE TREASURER'S REPORT FOR THE MONTH OF MARCH 2010:

It was moved by Mr. Hanks, seconded by Mr. Thompson to accept the Treasurer's Report for the month of March 2010.

Whereas, The County Administrator recommends this measure for adoption by the Board,

(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 Aye

RESOLUTION NO. 10-494

IN THE MATTER OF APPROVING A DRAINAGE EASEMENT VACATION FOR LOT 5013 AND LOT 5014, RIVER RUN SUBDIVISION, LIBERTY TOWNSHIP, DELAWARE COUNTY, OHIO, (OFFICIAL RECORD VOL. 816, PAGE 1500):

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

**Drainage Easement Vacation
Lots 5013 and 5014 of River Run Subdivision**

Whereas, a request has been made by the owner of the above referenced lots to vacate the original drainage easement that crossed said lots, and

Whereas, a new easement has been granted and recorded along the southern line of Lot 5013, making the original easement unnecessary.

The Engineer therefore, requests that approval be given to vacate the original easement and a resolution approving this vacation is available for your signature.

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approves a Drainage Easement Vacation For Lot 5013 And Lot 5014, River Run Subdivision, Liberty Township, Delaware County, Ohio, (Official Record Vol. 816, Page 1500

Drainage Easement Vacation

The Engineer has received a request from Matthew A. LaBuhn, Trustee of the Riverway Land Trust, the owner of Lots 5013 and 5014, River Run Subdivision, Liberty Township, commonly known as 9605 and 9633 Riverway Run, Powell, Ohio 43065, to vacate the original ten (10) foot drainage easement on the River Run Subdivision plat that crosses the said Lot 5013 and 5014. The easement as described on the attached Exhibit "A", and as indicated on the attached Exhibit "B" as "Easement Vacation" is located along the common lot line between Lot 5013 and 5014, as depicted in Official Record Volume 816, Page 1500, Recorder's Office, Delaware County, Ohio. The original drainage easement that crosses Lots 5013 and 5014 is no longer required after a new drainage easement was granted along the southern lot line of Lot 5013. The new drainage easement is recorded in Official Record Volume 960, Page 1036, Recorder's Office, Delaware County, Ohio. Therefore, the Engineer requests your approval to vacate the easement and to include a marginal reference on Official Record Volume 816, Page 1500 of this action to vacate the easement.

09078101 February 4, 2010

**DESCRIPTION OF A 0.057 ACRE PORTION OF AN EXISTING DRAINAGE EASEMENT AREA TO BE
VACATED LOCATED ON THE EASTERLY SIDE OF
RIVER WAY RUN (A PRIVATE STREET) AND NORTH OF RIVER WOOD LANE (A
PRIVATE STREET) IN THE TOWNSHIP OF LIBERTY, COUNTY OF DELAWARE,
STATE OF OHIO**

Situated in the State of Ohio, County of Delaware, Township of Liberty, being in Farm Lot 12 of Quarter Township 4, Township 3, Range 19, United States Military Lands and being a 0.057 acre portion of an existing

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 19, 2010**

Drainage Easement in Lots 5013 and 5014 as the same are numbered and delineated upon the recorded plat of River Run Subdivision, of record as Instrument No. 200700035293, in Official Record 816, Pages 1498-1501, and in Plat Cabinet 4, Slides 3-3C said Lot 5013 having been conveyed to Matthew A. LaBuhn, Trustee of the Riverway Land Trust dated November 30, 2009 by deed of record in Official Record Volume 942, Page 953 and said Lot 5014 having been conveyed to Matthew A. LaBuhn, Trustee of the Riverway Land Trust dated November 30, 2009 by deed of record in Official Record Volume 941, Page 124, all being of record in the Recorder's Office, Delaware County, Ohio, said 0.057 acre area of land being more particularly described as follows:

Beginning, for reference, at a point in the easterly right-of-way line of Riverway Run, sixty feet in width, (a private street) at the northwesterly corner of said Lot 5013, the same being the southwesterly corner of said Lot 5014;

Thence S 86°21'30" E, with the northerly line of said Lot 5013 and the southerly line of said Lot 5014, a distance of 20.00 feet to the true point of beginning;

Thence, from said true point of beginning, N 03°15'35" E, parallel with and 20.00 feet easterly from, as measured at right angles, the easterly right-of-way line of said Riverway Run, a distance of 5.00 feet to a point;

Thence S 86°21'30" E, parallel with and 5.00 feet northerly from, as measured at right angles, the southerly line of said Lot 5014, a distance of 247.93 feet to a point;

Thence S 03°45'49" W, parallel with and 35.00 feet westerly from, as measured at right angles, the easterly line of said Lot 5014 and said Lot 5013, a distance of 10.00 feet to a point;

Thence N 86°21'30" W, parallel with and 5.00 feet southerly from, as measured at right angles, the northerly line of said Lot 5013, a distance of 247.85 feet to a point;

Thence N 03°15'35" E, parallel with and 20.00 feet easterly from, as measured at right angles, the easterly right-of-way line of said Riverway Run, a distance of 5.00 feet to the true point of beginning and being a 0.057 acre portion of an existing Drainage Easement area to be vacated and/or released.

The bearings given in the foregoing description are based upon the bearing of N03° 15'3 5 "E as given for the centerline of Riverway Run and referenced to the bearing of N 86°41'17" W for the centerline of Jewitt Road as determined from Delaware County Monuments numbered 97-104 and 97-031
BAUER, DAVIDSON & MERCHANT, INC.
CONSULTING ENGINEERS

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

RESOLUTION NO. 10-495

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

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

Whereas, the Sheriff's Office Staff recommends approval of an amendment to the agreement for Inmate Health Services for detainees of the Delaware County Jail between Health Professionals, Ltd. and Delaware County;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves an amendment to the agreement for Inmate Health Services for detainees of the Delaware County Jail between Health Professionals, Ltd. and Delaware County.

**AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH SERVICES AT
DELAWARE COUNTY, OHIO
(Effective March 1, 2010)**

This is an Amendment to the Agreement for Inmate Health Services at Delaware County, Ohio effective March 1, 2009 through February 28, 2010 (hereinafter "AGREEMENT") between Health Professionals, Ltd. (hereinafter "HPL") and Delaware County, Ohio (hereinafter the "COUNTY").

NOW THEREFORE, IN CONSIDERATION of the foregoing facts, the mutual covenants and agreements contained herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree that beginning on March 1, 2010 and for the duration of the AGREEMENT, Paragraphs 8.0, 8.1 and 9.0 of the AGREEMENT shall be deleted and amended to state as follows:

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 19, 2010**

8.0 ANNUAL AMOUNT/MONTHLY PAYMENTS. The base annual amount to be paid by the COUNTY to HPL under this AGREEMENT is Four Hundred Thirty Thousand Six Hundred Thirty-Four Dollars and fifty-nine cents (\$430,634.59) for a period of twelve (12) months. Each monthly payment shall be at Thirty-Five Thousand Eight Hundred Eighty-Six Dollars and twenty-two cents (\$35,886.22) pro-rated for any partial months and subject to any reconciliations as set forth below. The first monthly amount is to be paid to HPL on the 1st day of March, 2010 for services administered in the month of March, 2010. Each monthly payment thereafter is to be paid by the COUNTY to HPL before or on the 1st day of the month of the month of service.

8.1 QUARTERLY RECONCILIATION PROCESS, HPL will provide a quarterly reconciliation with the COUNTY for any amounts owed by either party pursuant to the terms of this AGREEMENT, including, but not limited to:

8.1.1 ADJUSTMENT FOR MADP. The quarterly reconciliation shall include a per diem adjustment based on the MADP of 180 COUNTY INMATES/DETAINEES and 30 OUT-OF-COUNTY INMATES/DETAINEES. For each month in the quarter reconciled, if the JAIL's MADP is greater than 180 COUNTY INMATES/DETAINEES and 30 OUT-OF-COUNTY INMATES/DETAINEES, the compensation payable to HPL by the COUNTY shall be increased by the number of INMATES/DETAINEES over 180 COUNTY INMATES/DETAINEES and 30 OUT-OF-COUNTY INMATES/DETAINEES at the per diem rate of \$0.77. If the JAIL's MADP is less than 180 COUNTY INMATES/DETAINEES and 30 OUT-OF-COUNTY INMATES/DETAINEES, then HPL will issue a credit to the COUNTY for the number of INMATES/DETAINEES under 180 COUNTY INMATES/DETAINEES and 30 OUT-OF-COUNTY INMATES/DETAINEES at the per diem rate of \$0.77.

8.1.2 ADJUSTMENT FOR COSTS IN EXCESS OF CAP AMOUNTS. The quarterly reconciliation shall include any amounts paid by HPL in excess of the financial limits listed in this AGREEMENT. The compensation payable to HPL by the COUNTY shall be increased by any costs paid by HPL in excess of the financial limits listed in 1.15.2 and 1.19.

9.0 TERM. The term of this AGREEMENT shall be one (1) year from March 1, 2010 at 12:01 a.m. through February 28, 2011 at 11:59 p.m. This AGREEMENT shall automatically renew for additional one year periods on March 1st of each subsequent year with mutually agreed upon increases, unless this AGREEMENT is terminated or notice of termination is given, as set forth in this Article.

9.0.1 RENEWAL. Upon each subsequent renewal of this AGREEMENT pursuant to paragraph 9.0, an increase in the annual compensation amount shall be negotiated between the parties. Should the parties reach said agreement after the renewal date, the agreed upon increase shall be retroactive to the date of the renewal. HPL reserves the right to evaluate and recommend staffing increases to be mutually agreed upon by both parties.

Except for the provisions, amended by this document, all other provisions of the Agreement shall remain in full force and effect and unchanged.

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

RESOLUTION NO. 10-496

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; DELAWARE COUNTY EMERGENCY COMMUNICATIONS AND THE COMMISSION ON ACCREDITATION FOR LAW ENFORCEMENT AGENCIES, INC. FOR THE ACCREDITATION PROGRAM FOR DELAWARE COUNTY PUBLIC SAFETY COMMUNICATIONS:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

Whereas, the 911 Communications Director recommends approval of a an agreement between The Delaware County Board Of Commissioners; Delaware County Emergency Communications And The Commission On Accreditation For Law Enforcement Agencies, Inc. For The Accreditation Program For Delaware County Public Safety Communications;

Whereas, The County Administrator recommends this measure for adoption by the Board;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approves an agreement between The Delaware County Board Of Commissioners; Delaware County Emergency Communications And The Commission On Accreditation For Law Enforcement Agencies, Inc. For The Accreditation Program For Delaware County Public Safety Communications:

**THE ACCREDITATION PROGRAM FOR PUBLIC SAFETY COMMUNICATIONS ACCREDITATION
AGREEMENT**

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 19, 2010**

This Agreement is entered into between The **Delaware County Board Of Commissioners; Delaware County Emergency Communications** with principal offices at 10 Court Street Delaware, Ohio ZIP 43015 telephone number (740)833-2160 hereafter referred to as the "Agency," and the Commission on Accreditation for Law Enforcement Agencies, Inc., a Maryland Corporation, with principal offices at 10302 Eaton Place, Suite 100, Fairfax, Virginia 22030-2215, telephone number (800) 368-3757, hereafter referred to as the "Commission."

WITNESSETH

The Agency and the Commission, for and in consideration of the mutual covenants set forth in this Agreement and the compensation to be paid to the Commission as hereafter specified, covenant and agree to be bound by the provisions, terms, and covenants contained herein, WHEREFORE, each party covenants and agrees as follows:

1. PURPOSE OF THIS AGREEMENT:

1.1 The purpose of this Agreement is to establish the relationships between, and set the responsibilities of, the parties of the Agreement (a) by the Commission's assessing the Agency's compliance with applicable standards established by the Commission in order for the Commission to determine if the Agency is eligible for designation as accredited, and (b) by the Agency's maintaining compliance with those standards by which they were accredited.

2. AGENCY'S RESPONSIBILITIES: The Agency agrees to:

2.1 Provide all information, documents, files, records, and other data as required by the Commission so far as the same may be provided in accordance with laws, regulations, and ordinances of the state, county, locality, or municipality in which the agency is located.

2.2 Fully and accurately respond to all communications from the Commission within ten (10) business days from the receipt thereof.

3. COMMISSION'S RESPONSIBILITIES: The Commission agrees to:

3.1 Provide necessary documentation, forms, and instructions regarding the accreditation process.

3.2 Provide Assessors for the purpose of conducting an on-site assessment of the Agency's compliance with applicable standards.

3.3 Promptly analyze compliance data and advise the Agency of the results of the on-site assessment and the need for additional information, if any.

3.4 Conduct a hearing and certify the Agency as accredited if the relevant standards are complied with.

3.5 If the Agency is accredited (a) provide a certificate, and (b) make available indicia of accreditation.

3.6 If the Agency is not accredited following an examination of compliance with applicable standards, provide the Agency with reasons for the Commission's decision.

4. TIME PERIOD COVERED BY THIS AGREEMENT:

4.1 This Agreement shall take effect when the Agency's Chief Executive Officer, or authorized representative, and the Executive Director of the Commission, acting on its behalf, sign the Agreement. This Agreement shall be effective upon signing by the second party, the "Effective Date."

4.2 The terms and covenants of this Agreement shall terminate in the following circumstances:

(a) Upon expiration of the 24th month following the effective date of this Agreement unless a successful on-site assessment is completed within that period of time or the payment of an annual contract extension fee for additional time; or

(b) Upon written notice by the Agency that it withdraws from the accreditation process; or

(c) Upon termination pursuant to Section 5.2 or 6.1 hereof; or

(d) Upon expiration or revocation of the Agency's accredited status; or

(e) Notwithstanding any other provisions herein, at the option of either the Agency or the Commission, upon at least sixty (60) days prior notice by such party to the other specifying the date of termination.

4.3 The Commission may, at its discretion, upon request by the Agency, extend this Agreement in accordance with the terms and provisions of the Accreditation Process Book.

5. MODIFICATION:

5.1 There shall be no modifications of this Agreement except in writing, signed by both parties, and executed with the same formalities as this document.

5.2 The Agency recognizes and acknowledges that it will be necessary for the Commission to make reasonable modifications and amendments to this Agreement, fees and other related documents, including but not limited to the accreditation standards and procedures thereto and hereby agrees to endorse all modifications and amendments which the Agency deems reasonable. In the event the Agency deems such modifications or amendments unreasonable, the Commission reserves the right to terminate this Agreement after due consideration thereof by giving notice by registered or certified mail, return receipt requested, that in the event the Agency refuses to accept and execute such modifications or amendments, then and in such event, this Agreement will be terminated.

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 19, 2010**

6. TIME AND MANNER OF PAYMENT:

6.1 The Agency may elect one of two options (lump sum or installments) for payment of the initial accreditation fee, consisting of a service charge, which is not refundable (except as noted in Subsection 6.2), and an estimated assessment charge. The initial accreditation fee for Options 1 and 2 includes the cost of one CALEA Accreditation Compliance Express (CACE) Software Program and two-year update service. The CACE software will ship after this Agreement is executed. Each option is contained on a separate invoice and describes the options available for initial entry into the accreditation program. The invoice option selected is attached hereto as an appendix to the Agreement. All accreditation fees must be paid in full prior to requesting on-site assessment. The Commission reserves the right to terminate this Agreement if an installment payment is delinquent by more than sixty days.

6.1 (a) Option 1 – Lump Sum Payment

_____ Our agency elects option 1 and has attached Invoice Option 1 to this agreement. The amount of \$ _____ is herein remitted to the Commission.

6.1 (b) Option 2 – Two Installments

XX Our agency elects option 2 and has attached Invoice Option 2 to this agreement. The amount of \$5,120.00 is herein remitted to the Commission.

6.2 If the Agency is determined ineligible to apply for participation in the accreditation program, a full refund of all sums paid will be returned to the Agency, less the application fees.

7. THE COMMISSION AS AN INDEPENDENT CONTRACTOR:

7.1 In all matters pertaining to this Agreement, the Commission shall be acting as an independent contractor and neither the Commission nor any officer, employee, or agent of the Commission will be deemed an employee of the Agency. The selection and designation of the personnel of the Commission in performance of its responsibilities under this Agreement shall be made by the Commission.

7.2 In all matters pertaining to this Agreement and the relationship between the parties thereto, the Executive Director of the Commission will act in the name of the Commission.

8. AUTHORITY:

8.1 The person signing on behalf of the Agency hereby represents and warrants that he or she has the power and authority to execute this Agreement and to bind said Agency to all terms and covenants contained herein including, but not limited to, the provisions of this Section 8.

9. INTEGRATION:

9.1 This instrument embodies the whole Agreement of the parties. The parties warrant that there are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

10. SEVERABILITY:

10.1 If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement and the application of such provisions to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

11. WARRANTY NOT INTENDED OR IMPLIED:

11.1 It is understood that the Commission's award of accreditation does not constitute a warranty, express or implied, of total or continued compliance by the Agency with all applicable standards of accreditation and, further, that it is not a substitute for the Agency's ongoing and in-depth monitoring and evaluation of its activities and the quality of its services.

12. WAIVER:

12.1 Any waiver by the Commission or any breach of this Agreement by the Agency shall relate only to that particular breach and shall not amount to a general waiver.

13. NOTICE:

13.1 Any notice between the parties shall be in writing and sent postage prepaid, to the addresses as specified in the preamble of this Agreement or to such other address as either party may specify in writing in accordance with this section.

14. HEADINGS:

14.1 The headings of this Agreement shall not be deemed part of it and shall not in any way affect its construction.

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 19, 2010**

15. CONSENT TO BE BOUND:

15.1 The Agency has read the following documents and agrees to be bound by the terms and conditions of them, as amended from time to time, during the term of this Agreement:

(a) The Standards Manual for the Public Safety Communications Program, as amended from time to time;

(b) CALEA Process and Programs Guide, as amended from time to time; and

15.2 The Agency accepts the Commission's decisions as the final authority on all matters relating to the Commission's standards and accreditation program.

16. APPROPRIATE COPYRIGHT USE OF COMMISSION MATERIALS

16.1 CALEA Standards for Public Safety Communications Agencies ("Standards") and related materials are protected by U.S. and International Copyright Laws. This publication may not be copied, reproduced, changed, altered, distributed, used in the creation of derivative works, stored in a retrieval system, or transmitted in any form, or by any means – electronic, mechanical, photocopying, recording or otherwise – without the express written permission of CALEA.

17. APPROPRIATE TRADEMARK USE OF COMMISSION MATERIALS

17.1 CALEA's trademarks and trade dress may not be used in connection with any product or service that is not CALEA's in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits CALEA or that otherwise dilutes any of CALEA's trademarks.

18. GOVERNING LAW

18.1 This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of the venue and jurisdiction of the defendant or respondent against whom the claim or complaint is made, and the procedural laws of that jurisdiction shall apply, whether in Fairfax County, Virginia or in Delaware County, Ohio.

19. INSURANCE

19.1 CALEA provides services, training, materials and inspections to Agencies related to the accreditation process. CALEA is an independent contractor, not acting as an agent for the Agency at any time. CALEA carries its own business and personnel insurance and expects the same of its Agency clients. There is no legal basis or justification for any cross-insurance recovery requirement or agreement related to the deliverables under this Agreement, and none are agreed to by and between the parties.

20. INDEMNIFICATION AND MUTUAL WAIVER

20.1 Indemnification by Commission and Agency. To the fullest extent permitted by law, Commission and Agency agree to indemnify and hold each other harmless from and against any and all claims, costs, losses, and damages arising out of or relating to this Agreement.

20.2 Mutual Waiver. To the fullest extent permitted by law, Commission and Agency waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the services provided under this Agreement.

21. CAMPAIGN FINANCE – Compliance With O.R.C. SECTION 3517.13

21.1 Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Commission does not believe the current Agreement falls within the scope of this provision, but does not resist the requirement Consultant /Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Agreement will prohibit the Agency from entering, proceeding, and/or performing the accreditation services and requirements under the Agreement. Such certification is attached to this Agreement and by this reference made a part thereof.

22. HOMELAND SECURITY

22.1 Commission does not believe that the current Agreement falls within the scope of this provision, but does not resist the requirement to certify Consultant certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Commission agrees to make such certification by completing the declaration of material assistance/non-assistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and "No" being the response to all questions in the

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 19, 2010**

Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.

23. FINDINGS FOR RECOVERY

23.1 Consultant hereby certifies that it is not subject to any unresolved findings for recovery issued against it by the Auditor of State.

24. EQUAL OPPORTUNITY

24.1 Both Commission and Agency agree that in the hiring of employees for the performance of services and training under this Agreement, that neither shall discriminate against any citizen of the United States by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

24.2 Both Commission and Agency further agree that no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor connected to this Agreement shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the Agreement on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

25. DESIGNATED REPRESENTATIVES

25.1 With the execution of this Agreement, Commission and Agency shall designate specific individuals to act as Commission and Agency's representatives with respect to the services to be performed or furnished by Commission and responsibilities of Agency under this Agreement. Such individuals, or their designated alternates, shall have authority to transmit instructions, receive information, and render decisions relative to the accreditation process and activities on behalf of each respective party.

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

RESOLUTION NO. 10-497

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

It was moved by Mr. Hanks, 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 Job & Family Services recommends approval of the following contract amendments;

Whereas, The County Administrator recommends this measure for adoption by the Board,

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

Kids Count Too

AMENDMENT TO CONTRACT
For
Child Placement and Related Services

AMENDMENT NO. 1

This Amendment, effective March 17, 2010, is to amend the Contract for Child Placement and Related Services between the Delaware County Department of Job and Family Services, a department of the Delaware County Commissioners, and Kids Count Too, entered into on May 27, 2009.

- I. Article IV. Reimbursement for Placement Services: Changes the amount reimbursable under the contract from \$25,000.00 to \$35,000.00.

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

RESOLUTION NO. 10-498

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

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 19, 2010

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 contract;

Whereas, The County Administrator recommends this measure for adoption by the Board,

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

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Fairfield Academy 7860 Pleasantville Road Thornville, Ohio 43076	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

(A copy of 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 Aye

RESOLUTION NO. 10-499

IN THE MATTER OF APPROVING THE SUB -GRANT AGREEMENT BETWEEN THE AREA 7 WORKFORCE INVESTMENT BOARD, THE AREA 7 CHIEF ELECTED OFFICIALS CONSORTIUM, THE WORKFORCE POLICY BOARD AND SUB -GRANTEE DELAWARE COUNTY:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

Whereas, the Director of Jobs & Family Services recommends approval of the following sub-grant agreement;

Whereas, The County Administrator recommends this measure for adoption by the Board,

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following sub-grant agreement:

AREA 7 PY10 SUB -GRANT AGREEMENT

This agreement, entered into by and between the Area 7 Workforce Investment Board and the Area 7 Chief Elected Officials Consortium and the Workforce Policy Board and Chief Elected Officials of Sub-grantee **7221-1**, herein referred to as Sub-Grantee **Delaware County**, hereby establishes a Grantee/Sub-Grantee relationship between Area 7 and this Sub-Grantee.

This agreement sets forth the terms under which the parties shall work together to provide comprehensive, business driven workforce development services within the Sub-Grantee in coordination with such services throughout Workforce Investment Area 7.

All entities receiving Employment and Training funds shall comply with the requirements and administer a program in accordance with the applicable federal regulations at 29 CFR Part 97 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments), and the additional policies and procedures contained in this document. Any violation of fiscal policies and procedures whether through monitoring or auditing activities will be resolved through procedures developed by the Area 7 Board. The principles and procedures contained herein are subject to change in order to comply with any changes in federal or state policies.

Montgomery County will be the Fiscal Agent for all of Area 7. As of July 1, 2004, counties will submit requests for funds to Montgomery County (the Fiscal Agent). The Fiscal Agent will then aggregate these requests and send one cash request to ODJFS. Upon receipt, ODJFS will send an electronic funds transfer for a single amount of money to the Fiscal Agent. The Fiscal Agent will then segregate and disburse the funds by county according to the expenditures reported by each county. Each county shall deposit its funds into a separate

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 19, 2010**

workforce development fund account within such county.

The Area 7 Fiscal Agent will track expenditures for each county against a ceiling set by the Area 7 Board and the consortium of elected officials. The Area will operate on a cost-reimbursement system that is compliant with 29 CFR 97.42. If a county is spending at a rate which would exceed their ceiling before the end of the fiscal year, the Fiscal Agent will notify the county and work to assist the county to remain within the ceiling set by the Area 7 Board and consortium of elected officials. At the point in which a county reaches its ceiling for the year, the Fiscal Agent will cease to disburse funds to such county. Conversely, if a county is significantly under-spending, the Fiscal Agent will contact the county and work to identify the reasons for the under-spending. The Fiscal Agent will seek to assist each county with making full and efficient use of their funds. As a result, the Area 7 Board will remain informed of spending patterns and make any necessary policy recommendations.

The Area 7 Board may allocate funding to Sub-Grantees under this agreement for any workforce development purposes, including but not limited to WIA, Rapid Response, NEG, Veterans, and other funds. Any such funds less Area 7 administrative costs shall be transmitted to Sub-Grantees through the Area 7 Fiscal Agent only after the Board has sent an allocation letter stating the amount and the terms and conditions of the funding and the administrative entity of the Sub-Grantee has returned a signed copy of the letter acknowledging the amount and the terms and conditions under which the funding is accepted.

These sub-grants are awarded with federal funding and, therefore, dependent on the continuing receipt of such funding. Should federal funds be terminated, the sub-grant shall terminate as of the date the funding expires without further obligation of the awarding entity.

This agreement becomes effective upon July 1, 2010 or the date of signature, whichever is later, and shall be in effect through June 30, 2011.

I. DUTIES OF THE AREA 7 BOARD

Under this agreement, the Area 7 Board shall be the awarding entity. The Board shall notify each Sub-Grantee of the amount of its grant by an official allocation letter which is to be signed by the local JFS Director and returned to the Area 7 Board. Any change in the grant amount shall be subject to the same procedure.

The Area 7 Board shall be responsible for:

Planning

- ? Prepare a strategic plan for Area 7
- ? Prepare a plan that is compliant with the Workforce Investment Act to do the following:
 - ? Assess the general workforce needs of the area
 - ? Gather input from Sub-Grantee Advisory Councils
 - ? Set broad goals and parameters for meeting performance standards
 - ? Provide guidelines and parameters to implement Adult and Youth programs
 - ? Include description of One-Stop system coordination
 - ? Include description of sub-area coordination and sub-grant process

Policy Development

- ? Develop and maintain policies for the following:
 - ? Incumbent Worker Training
 - ? Identification and selection of eligible training providers (adult and youth)
 - ? Individual Training Accounts
 - ? Negotiation of local MOUs
 - ? Oversight and monitoring
 - ? Allocation and reallocation of funds
 - ? Selection, designation, and certification of One-Stop operators
 - ? One-Stop system
 - ? Residency issues
 - ? Self-sufficiency
 - ? Supportive services
 - ? Determination of limited funds
 - ? Priority of services for limited funds
 - ? Definition of serious barriers to employment
 - ? Registration/eligibility determination and documentation
 - ? Assessment
 - ? Follow-up and post placement services
 - ? Exceptions to use of ITAs
 - ? Dealing with MOU impasse situations
 - ? RFP and contract guidelines
 - ? EEO procedures

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 19, 2010**

- ? Sub-Grant Agreements
 - ? Develop format
 - ? Facilitate distribution and signing
 - ? Modify as necessary
 - ? Maintain and monitor
 - ? Ensure compliance
- ? Fiscal
 - ? Approve allocation formula for Sub-Grantees
 - ? Establish and administer policy for reallocation within Area 7
 - ? Receive and monitor fiscal reports
 - ? Prepare budget for Board operation
 - ? Ensure cash management principles with Fiscal Agent
 - ? Work with Fiscal Agent to release and account for funds, including grant closeout procedures, as required by WIA
 - ? Operate and carry out Area 7 functions within the budget adopted by the Area 7 Board, with agreement of the Area 7 Chief Elected Officials Consortium, and based on withholding a percentage of WIA funds from each Sub-Grantee based upon the agreement of the Area 7 Board and the Consortium
 - ? Work with the Fiscal Agent to assist Sub-Grantees in making efficient and effective use of funds
 - ? Assist Sub-Grantees with resolution of audits or problems related to federal, state, or local funds
 - ⊗ Area 7 Board staff shall be responsible for audit resolution in conjunction with the Area 7 Fiscal Agent and the Sub-Grantee.
 - ⊗ Instances of continuing noncompliance with program, fiscal, or policy requirements may result in withholding of funds from the Sub-Grantee by agreement of the Area 7 Board and the Chief Elected Officials Consortium. Any such proposed action would be subject to redress through the dispute resolution process contained in this agreement.

Monitoring, Audits, and Audit Resolution

The Area 7 Board shall be responsible for the monitoring required by WIA.

- ? Review monthly activity and monitoring reports
- ? Provide technical assistance and best practices (coordinate with state where appropriate)
- ? Provide seminar opportunities for Sub-Grantees when appropriate
- ? Negotiate performance standards with the state
- ? Provide for spot-checks and oversee any necessary corrective action
- ? Perform audits and monitoring to ensure compliance with all applicable federal, state, local laws, and board policies
- ? Provide audit resolution assistance and technical assistance necessary to resolve audit findings as specified by the board
- ? All property and equipment purchased with federal and state funds will be obtained, maintained, and liquidated according to the applicable federal and state laws as set forth in 29 CFR 97.31 and 97.32

One Stops

- ? Provide guidelines for One-Stop system
- ? Designate One Stop systems
- ? Provide information, technical assistance, and best practices to assist in continuous improvement efforts
- ? Provide oversight to ensure certified systems are maintained and operated
- ? Provide MOU format and guidelines for what must be included in local MOUs

Grant Applications

- ? Review and act upon letters of support for federal and other grant applications on recommendation of Sub-Grantee advisory councils or after consultation with affected councils
- ? Act as grant clearinghouse for Area 7
- ? Coordinate grant applications initiated by Sub-Grantees

Business Relation Functions

- ? Provide business relation services, including:
 - ? Coordination and referral of business inquiries which affect more than one Sub-Grantee
 - ? Network with various contacts to further best practices

Youth Council

- ? Develop and operate Area 7 Youth Council
- ? Provide guidelines and coordination for youth activities

II. DUTIES OF THE SUB-GRANTEES

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 19, 2010**

Under this agreement, the Sub-Grantee will be responsible for establishing and operating comprehensive workforce development activities throughout the Sub-Grantee's area within the guidelines established by Area 7. The Sub-Grantee will carry out these duties through a partnership of chief elected officials.

Funds provided under this agreement must be expended in accordance with all applicable federal statutes, regulations, and policies, including those of the WIA, the approved Area 7 Workforce Investment Plan, the negotiated performance levels, and policies established pursuant to the Secretary's authority.

Under guidelines developed by Area 7, the Sub-Grantee shall:

Workforce Development System

- ? Establish and operate a WIA-compliant workforce development system, which provides services pursuant to WIA to eligible individuals and employers
- ? Maintain a business-driven partnership with elected officials
- ? Develop, submit, and monitor workforce investment plans as required by WIA and by Area 7 guidelines
- ? Set procedures for and administer ITAs within the guidelines established by the Area 7 Board
- ? Provide information for sharing best practices within Area 7
- ? Provide services to employers and job seekers as required under WIA
- ? Provide an appeals process regarding eligibility for services or terms and conditions of services rendered as required under WIA.

Audits and Monitoring

- ? Provide for oversight and monitoring of local programs
- ? Perform monitoring to ensure compliance with all applicable federal, state, local laws, and board policies
- ? Cooperate with Area 7 staff to provide information and documentation necessary to resolve audit findings
- ? Provide information and cooperate with Area 7 monitoring activities, including reporting performance activity, as required by federal law through the statewide reporting system
 - ? Access to records must be granted by the Sub-Grantee to ODJFS, Area 7, DOL, or the Comptroller General of the United States for the purposes of audit, examination, excerpts, and transcriptions.
 - ? Records shall be retained as specified in 29 CFR 97.42 and Area 7 policy
 - ? Adhere to all applicable property management and equipment standards as set forth in 29 CFR 97.31 and 97.32

One-Stop Operations

- ? Establish One-Stop system under Area 7 Board guidelines and submit One-Stop operators to the Area 7 Board for approval
- ? Complete application process and maintain One-Stop certification
- ? Negotiate One-Stop system MOUs with local partners and submit to the Area 7 Board for approval

Service Providers

- ? Review applications from training providers and submit to the Area 7 Board for approval
- ? Identify and select providers for youth activities and send to Area 7 Board for approval

Fiscal

- ? Submit reports of expenditures and service delivery
- ? Participate in reallocation process of WIA funds within Area 7
- ? Fully expend all carry forward funds by December 31 unless a plan of action that includes timelines and amounts has been submitted by January 31 to the Area 7 Executive Director
- ? Expend no less than seventy (70) percent of the current year allocations by June 30 per Area 7 policy P7-304: Annual Expenditure Requirements
- ? Follow systems and procedures for receipt, expenditure, and tracking of WIA funds, as established by the Area 7 Fiscal Agent.
 - ? Funds shall be accounted for by program funding stream and appropriate program year. Program income shall be identified and spent only on allowable activities relating to the program under which the income was generated.
 - ? Procurement shall be accomplished by the Sub-Grantee in a manner consistent with federal, state, and Area 7 requirements.
- ? Agree to the withholding of funds from the Sub-Grantee WIA allocation for operation of Area 7 per agreement between the Area 7 Board and the Area 7 Chief Elected Officials Consortium.

Performance

Each Sub-Grantee shall meet or exceed the WIA Title I B PY 2010 common measures. Area 7 will review Sub-Grantee performance on a quarterly basis and provide technical assistance. If the Sub-Grantee fails to meet any

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 19, 2010**

standard for the Program Year, the Sub-Grantee will be required to submit a corrective action plan to Area 7 and work with Board staff to resolve any performance issues.

Liability

The Area 7 Board and its Chief Elected Officials Consortium shall have liability only for proper use of the administrative funds for its direct operations.

Liability follows the WIA dollars sent to each Sub-Grantee. Audit exceptions and sanctions will be passed onto the causal Sub-Grantee, to the extent individual causation is documented. Otherwise, they will be distributed to all Sub-Grantees based upon each Sub-Grantee's percentage share of the total WIA annual allocation for Area 7.

Disputes

Any dispute which cannot be resolved between the Area 7 Board and Sub-Grantee shall be submitted to the Area 7 Chief Elected Officials Consortium, which shall issue a written decision. If any party is not satisfied with the decision, either may seek the services of the Ohio Commission on Dispute Resolution.

Certifications and Assurances

The Area 7 Board and all Sub-Grantees shall comply with the following state and federal laws: Drug Free Workplace, Federal debarment and suspension, Lobbying Activities Restrictions, Environmental Tobacco Smoke, Nondiscrimination and EEO, Clean Water Act, Ethics provisions, Conflict of Interest provisions, and Disaster Recovery Plans.

This agreement becomes effective upon July 1, 2010 or the date of signature, whichever is later, and shall be in effect through June 30, 2011.

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

RESOLUTION NO. 10-500

IN THE MATTER OF APPROVING A COLUMBUS SOUTHERN POWER COMPANY CONTRIBUTION-IN-AID-OF-CONSTRUCTION CONTRACT (CIAC) FOR ELECTRIC DISTRIBUTION SERVICE FOR THE RELOCATION OF THE PAD MOUNT TRANSFORMER AT 844 US HIGHWAY 42 N IN DELAWARE, OHIO:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

Whereas, the Facilities Supervisor recommends approval of the CIAC Agreement For The Relocation Of The Pad Mount Transformer At 844 US Highway 42 N In Delaware, Ohio;

Whereas, The County Administrator recommends this measure for adoption by the Board,

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the CIAC Agreement For The Relocation Of The Pad Mount Transformer At 844 US Highway 42 N In Delaware, Ohio.

**Columbus Southern Power Company
Contribution-In-Aid-Of-Construction Contract For Electric Distribution Service**

**CONTRACT #: DWMS00122058
WORK REQUEST #: 34541520**

**CUSTOMER:
Delaware County Sheriff's Office
844 US Highway 42 N
Delaware, Ohio 43015
Date: 4/8/2010**

The Customer has requested the installation of electric distribution facilities (hereinafter referred to as "Basic Service") as follows: relocate the 300KVA pad mount transformer.

Additionally, the Customer has requested Premium Service as follows: N/A

Columbus Southern Power Company (hereinafter referred to as "Company") agrees to: remove old transformer and primary cable, install new transformer and new primary underground cable.

Customer agrees to: trench, break into existing conduit to attach new conduit to feed new transformer location, obtain any inspections needed per AEP specifications, and pay any upfront fees.

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 19, 2010**

In accordance with the Company's terms and conditions as filed with the Public Utilities Commission of Ohio, the Customer agrees to pay Columbus Southern Power Company as follows:

1. \$15,950.76 up-front Contribution-In-Aid-Of-Construction for Basic Service, plus
2. \$0.00 up-front Contribution-In-Aid-Of-Construction for Premium Service, for a total of
3. \$15,950.76 as the combined up-front Contribution-In-Aid-Of-Construction for Basic Service and Premium Service.

All facilities installed by the Company will be and remain property of the Company. The Company expressly retains the right to use said lines and equipment for any purpose which Company deems advisable, including the distribution of electric service to other customers. However, if the electric distribution facilities installed as a result of this contract are subsequently used by the Company within fifty (50) months of installation to serve additional customers, the Customer maybe entitled a refund of a portion of the Contribution-In-Aid-Of-Construction paid for Basic Service. It is the Customer's responsibility to initiate a request for refund in such instances and the Customer can contact the Company at any time to investigate their eligibility for a refund as development proceeds in their local area.

It is understood and agreed that the Company will not begin facilities construction until all Contribution-In-Aid-Of-Construction costs for Basic and Premium Services outlined above are received by the Company.

It is understood and agreed that this contract, and particularly the amounts of the Contribution-In-Aid-Of-Construction, are based on the specifics of the Customer's request for distribution electric facilities.

Other parties may have lines and/or equipment that utilize the Company's poles or other facilities. The Company is not responsible for the installation, relocation or removal of lines and/or equipment owned by such parties at this location. Each party is responsible for its own equipment and the time it takes to install, remove or relocate it. Any fees charged, or costs incurred, by other parties are the responsibility of the Customer, not the Company. The Customer is responsible for contacting the other parties, identified by the Company, and making arrangements with those other parties for any work that must be done to facilitate this contract.

If the Customer's request for facilities is altered or the Customer requests a delay or otherwise does not take service within six (6) months of execution of this contract, the Company reserves the right to adjust the amount of the Contribution-In-Aid-Of-Construction and other fees to reflect either the alteration in requested facilities or the delay in service, or both. Other contract terms associated with the Company's line extension policies and 'Plan of Service' may also be revised.

If the Customer does not initiate service within six (6) months of the completion of the Company's work, the Customer will be responsible for paying any portion of the Company's cost which was not covered by the upfront Contribution-In-Aid-Of-Construction.

Nothing herein contained shall be construed as a waiver or relinquishment by Company of any right it has or may hereafter have to discontinue service for or on account of default in the payment of any bill owing or to become owing or for any reason or cause stated in the Company's Tariff.

The quoted price will be valid for ninety (90) days from the date identified above.

Further Be It Resolved, that the Commissioners approve the Purchase Order and Voucher to American Electric Power Co, Attn: Information Section, 301 Cleveland Ave Sw, PO Box 24400, Canton, OH 44701-4400. In the amount of \$15,950.76 (41411434-5410)

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

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

RESOLUTION NO. 10-501

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR OSU MEDICAL CENTER:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

Whereas, the Director of Environmental Services recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

OSU Medical Center 224 feet of 8- inch sewer 2- manhole

Whereas, The County Administrator recommends this measure for adoption by the Board,

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 19, 2010**

Therefore be it resolved, that the Board of Commissioners approve and accept the above sanitary sewers for ownership, operation, and maintenance by Delaware County.

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

RESOLUTION NO. 10-502

IN THE MATTER OF APPROVING CHANGE ORDER 17 FOR THE PERRY TAGGART SANITARY SEWER IMPROVEMENTS:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

Whereas, Delaware County is currently under contract with Trucco Construction to build the Perry Taggart Sanitary Sewer Improvements; and

Whereas, during the construction of that sewer, Trucco damaged an electrical service on Wingate Drive that was not marked in the field nor shown on the detailed plans; and

Whereas, Trucco Construction proceeded to repair the damaged service and requested a change to the contract; and

Whereas, the cost to repair the damaged wiring was \$5,345.19; and

Whereas, the Interim Sanitary Engineer has reviewed the above request and recommends the issuance of Change Order 17.

Whereas, The County Administrator recommends this measure for adoption by the Board,

THEREFORE BE IT RESOLVED by the Delaware County Board of Commissioners to approve Change Order No. 17 of the Perry Taggart Sanitary Sewer Improvements to compensate Trucco Construction for repairing the damaged electrical service.

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

RESOLUTION NO. 10-503

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

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

Whereas, The County Administrator recommends this measure for adoption by the Board,

Grant #	2009-JG-C01-6596
Source:	Ohio Office of Criminal Justice Services
Grant Period:	January 1, 2010 to December 31, 2010
Federal Grant Amount:	\$ 30,00.00
Local Match:	\$ 5,000.00
Local Match – City:	<u>\$ 5,000.00</u>
Total Grant Amount:	\$ 40,000.00

The Grant is a unique collaboration between Delaware Common Pleas and Municipal Court to initiate a mental health court docket. The courts will share a probation officer, and docket coordinator. The dockets primary purpose is to reduce the amount of time offenders with significant mental health issues spend in jail. The mental health docket will not only reduce the use of the Delaware County Jail, it will reduce the impact on many social service agencies in the county.

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

RESOLUTION NO. 10-504

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

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

Whereas, The County Administrator recommends this measure for adoption by the Board,

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 19, 2010**

Grant #	2009-JG-C01-6270
Source:	Ohio Office of Criminal Justice Services
Grant Period:	January 1, 2010 to December 31, 2010
Federal Grant Amount:	\$ 30,000.00
Local Match:	<u>\$ 10,000.00</u>
Total Grant Amount:	\$ 40,000.00

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

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

RESOLUTION NO. 10-505

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND G4S JUSTICE SERVICES, LLC GPS ELECTRONIC MONITORING SERVICES AND EQUIPMENT FOR THE DELAWARE COUNTY JUVENILE COURT:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

Whereas, the County Juvenile Court recommends approval of the contract between the Delaware County Commissioners and G4S Justice Services, LLC GPS Electronic Monitoring Services And Equipment For The Delaware County Juvenile Court

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract between The Delaware County Commissioners and G4S Justice Services, LLC GPS Electronic Monitoring Services And Equipment For The Delaware County Juvenile Court.

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

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

RESOLUTION NO. 10-506

IN THE MATTER OF APPROVING A PARTICIPATION AGREEMENT BETWEEN THE COUNTY RISK SHARING AUTHORITY (CORSA) AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

Whereas, the Director of Administrative Services recommends approval of the County Risk Sharing Authority (CORSA) Agreement;

Whereas, The County Administrator recommends this measure for adoption by the Board,

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the County Risk Sharing Authority (CORSA) Agreement;

Further Be It Resolved, that the Commissioners approve the Purchase Order and Voucher to CORSA in the amount of \$365,681.00 (60111901).

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

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

PRESENTATION INSURANCE REIMBURSEMENT

**Commissioners' Committees Reports
(Refer To Cd Minutes For Entire Record)**

Commissioner O'Brien
-None

Commissioner Hanks
-Unemployment Rates Are Up
-Payment To Delaware City For 911

Commissioner Thompson
-Flags On The Front Lawn For Victims Rights Week

COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 19, 2010

RESOLUTION NO. 10-507

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF PENDING OR IMMINENT LITIGATION AND FOR LAND ACQUISITION:

It was moved by Mr. Hanks, seconded by Mr. Thompson to adjourn into Executive Session at 9:36AM.

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

RESOLUTION NO. 10-508

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Hanks, seconded by Mr. Thompson to adjourn out of Executive Session at 10:12AM.

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

RESOLUTION NO. 10-509

IN THE MATTER OF ADJOURNING THE MEETING:

It was moved by Mr. Hanks, seconded by Mr. Thompson to adjourn the meeting.

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

Todd Hanks

Ken O'Brien

Tommy Thompson