

COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 12, 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. 10-907

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 8, 2010:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on July 8, 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. 10-908

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0709, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0709:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0709, memo transfers in batch numbers MTAPR0709 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Juvenile Court	CSEA Court Contract	23711630-5360	\$ 40,000.00
Vouchers			
Pitney Bowes	Postage	10011105-5331	\$ 20,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Desc</u>	<u>Line Account</u>	<u>Line Amount</u>	<u>Line Number</u>
R1004006	BAIR FOUNDATION, THE	RESIDENTIAL TREATMENT	22511607 - 5342	\$25,000.00	0001
R1004995	COLOR DESIGN INNOVATIONS INC	PROFESSIONAL SERVICES	22311611 - 5348	\$6,000.00	0001
R1005010	INFILCO DEGREMONT INC	REPLACE MEDIA/SAND IN FILTER ONE AT OECC	66211903 - 5201	\$3,150.00	0001
R1005010	INFILCO DEGREMONT INC	FREIGHT VIA BLOWER TRUCK	66211903 - 5331	\$3,000.00	0002
R1005015	MCNAUGHTON MCKAY INC	SURGE TRAPS TO PROTECT PLC PUMP STATION	66211903 - 5270	\$3,117.00	0001
R1005015	MCNAUGHTON MCKAY INC	SURGE TRAPS TO PROTECT PLC PUMP STATION	66211904 - 5270	\$2,054.00	0002
R1005015	MCNAUGHTON MCKAY INC	SURGE TRAPS TO PROTECT PLC PUMP STATION	66211906 - 5270	\$1,024.00	0003

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R1005015	MCNAUGHTON MCKAY INC	SURGE TRAPS TO PROTECT PLC PUMP STATION	66211907 - 5270	\$512.00	0004
R1005015	MCNAUGHTON MCKAY INC	SURGE TRAPS TO PROTECT PLC PUMP STATION	66211910 - 5270	\$340.00	0005
R1005019	AMERICAN BUSINESS SOLUTIONS INC	TRAINING	22311614 - 5348	\$6,000.00	0001
R1005036	JRS GROUP LTD,THE	ORGANIZATION LEADERSHIP DEVELOPMENT	22411601 - 5348	\$12,580.00	0001
R1005056	OTIS ELEVATOR CO INC	TRAVELING CABLE REPLACE CH ELEVATOR	10011105 - 5328	\$17,044.00	0001
R1005132	GALBO CONSULTING	WORK READINESS	22311611 - 5348	\$12,590.90	0001

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

RESOLUTION NO. 10-909**IN THE MATTER OF APPROVING THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0709GC:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0709GC

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

RESOLUTION NO. 10-910**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

Environmental Services is requesting that Len Wagner, Ricky Thomas, Greg Blevins, David Wisner, Anthony Cooper, Nate Frey, and Terry Mossbarger attend the OTCO Wastewater Collections Systems Training starting on July 14, 2010 for 14 weeks at a total cost of \$3,990.00 from org keys 66211903 and 66211904.

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

RESOLUTION NO. 10-911**IN THE MATTER OF ADOPTING A RESOLUTION OF CONGRATULATIONS TO THOSE DELAWARE COUNTY STUDENTS WHO PARTICIPATED IN THE 2010 OHIO ACADEMY OF SCIENCE DAY:**

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

WHEREAS, the State of Ohio encourages students from across the state to participate in the annual State Science Day, and

WHEREAS, the following students from Delaware County participated in State Science Day 2010,

**BIG WALNUT HIGH SCHOOL
Jacob N. Collard**

**BIG WALNUT MIDDLE SCHOOL
Shelbie L. Borchers
Catherine S. Craig-Bowden
Kyle M. Davis
Erika B. Kessler
Sarah J. Stefaniak**

**BUCKEYE VALLEY LOCAL MIDDLE
James M. Brittsan
Tracey A. Culley
Noah P. Eblin**

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**Giancarlo Gonzalez
Kristina L. Green
Lleana E. Parish
Megan C. Russell
Gardon C. Wycoff**

FRANK B WILLIS INTERMEDATE MS

**Maxwell J. Bovard
Shannon E. Cooney
Gracee N. Floring**

GENOA CHRISTIAN ACADEMY

Sydney M. Manny

HARRISON STREET ES

**Nick Dimitroff
Clarisse M. Mexicott
Abigail L. Myers**

HYATTS MS

**Himanshu Dashora
Spencer E. Dirrig
Shilpa P. Murthy**

HYLEN SOUNDERS ES

**Jared A. Deel
Gabriella M. Pecci**

JONH C DEMPSEY MS

**Megan A. Ayscue
Grace F. Fuchs
Lydia R. Gray
Cole I Haferman
Caleb A. Howell
Anna S. Hurley
Jessica L. Kinney
Rebecca T. Kovatch
Tori E. Newman
J Michael Sweeney
Lily C. Wiest
Lindsay M. Wolford**

OLENTANGY LIBERTY HS

Sachin R. Rudraraju

RUTHERFORD B. HAYES HS

**Klaire E. Brezinski
Jacob D. Dixon**

ST MARY

**Hannah C. Hess
Hannah M. Mandic-Nowac**

VILLAGE ACADEMY

**Madeline R. Fuller
J. Reed McGraw
Ryan O. McLoughlin**

WHEREAS, The Board of Commissioners of Delaware County wishes to express congratulations to these students for participation in the State Science Day 2010

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby officially congratulates these students on their participation in State Science Day 2010. Their diligence and hard work have earned them the distinction of being selected to participate in this prestigious event.

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

RESOLUTION NO. 10-912

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IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE RECORDER'S OFFICE:

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

Supplemental Appropriation

24113102-5250	County Recorder Equipment/Minor Tools	\$ 9,000.00
24113102-5260	County Recorder Equipment/Inventoried Equipment	\$ 4,050.00

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

RESOLUTION NO. 10-913

IN THE MATTER OF APPROVING AN AMENDMENT TO THE CLEAN OHIO TRAILS FUND GRANT AGREEMENT:

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

AMENDMENT TO PROJECT AGREEMENT

This Amendment to Clean Ohio Trails Fund Grant Agreement No. COTF-077 is hereby made and agreed upon by the State of Ohio, acting through the Ohio Department of Natural Resources, and by the Delaware County Commissioners.

The State and the Delaware County Commissioners in mutual consideration of the promises made herein and in the agreement, of which this is an amendment, do promise as follows:

The project completion date is extended to September 30, 2010.

In all other respects the agreement of which this is an amendment, and either the plans and specifications of appraisals relevant thereto, shall remain in full force and effect.

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

RESOLUTION NO. 10-914

IN THE MATTER OF APPROVING AN ADVANCE OF FUNDS FOR THE CLEAN OHIO TRAILS FUND GRANT:

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

Advance of Funds

From	To	
10011102	23811001	\$175,000.00
Commissioners General	Clean Ohio Trails Fund Grant	

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

RESOLUTION NO. 10-915

IN THE MATTER OF REAFFIRMING THE NEED FOR IMPROVEMENTS TO THE INTERSECTIONS OF HOME ROAD (CR 124) AND S.R. 257, AND HOME ROAD AND SOUTH SECTION LINE (CR 5) ROAD FOR THE UPDATED APPLICATION FOR FUNDING ASSISTANCE TO THE MID-OHIO REGIONAL PLANNING COMMISSION:

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

Whereas, the Board of Commissioners previously declared by Resolution #08-857, that Improvements to the intersections of Home Road (CR 124) and S.R. 257, and Home Road and South Section Line (CR5) Road (also known as DEL-CR124-1.88), are necessary for the safety, convenience and welfare of the public, and;

Whereas, the County Engineer is in the process of developing plans, specifications and estimates for the Improvement in coordination with the Ohio Department of Transportation, and;

Whereas, said Improvement received a funding commitment by the Mid-Ohio Regional Planning Commission (MORPC) for MORPC-attributable federal highway funding in 2009, and included the Improvement in the State Fiscal year (SFY) 2008-11 Transportation Improvement Program (TIP) with right of way acquisition in SFY 2011 and construction in SFY 2014, and;

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Whereas, MORPC will receive applications for new federal transportation funding in 2010 and requires that sponsors of all previously approved projects submit updates during each application cycle, along with legislation by the sponsoring Local Public Agency (LPA) reaffirming the commitment of the LPA to proceed with the Improvement;

Now, Therefore Be It Resolved That:

Section 1: The Board reaffirms that it intends to develop, construct and maintain the Improvement known as DEL-CR124-1.88 in cooperation with the County Engineer in accordance with Commissioner's Resolution *08-857, and;

Section 2: The Board authorizes the County Engineer to submit any necessary applications for federal highway funding on behalf of the Board for said Improvement.

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

RESOLUTION NO. 10-916

IN THE MATTER OF AWARDING THE BID AND APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND UNITED PRECAST, INC FOR THE SUPPLY OF THE PRECAST CONCRETE BOX CULVERT FOR HORSESHOE ROAD, PROJECT DEL-CR220-6.63:

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

**DEL-CR220-6.63 - Furnishing
Precast Concrete Box Culvert
Bid Opening of June 29, 2010**

Whereas, as the result of the above referenced bid opening, The Engineer recommends that a bid award be made to United Precast, Inc., the low bidder for the project. A copy of the bid tabulation is available for your information, and

Whereas, also available are two copies of the Contract with United Precast for your approval. All necessary documentation for this approval has been received (Certification/Affidavit in Compliance with O.R.C. Section 3517.13, Terrorist Exclusion List, etc.), and

Whereas, the County Engineer recommends approval of the contract between the Delaware County Commissioners and **United Precast, Inc** for the supply of the precast culvert for Horseshoe Road, Project DEL-CR220-6.63;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners award the bid and approve the contract between The Delaware County Commissioners and **United Precast, Inc** for the supply of the precast culvert for Horseshoe Road, Project DEL-CR220-6.63:

CONTRACT

THIS AGREEMENT is made this 12TH day of July, 2010 by and between **United Precast, Inc**, hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

United Precast, Inc.
991 Roundhouse Lane
Mt. Vernon, OH 43050

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, transportation and related services, and perform and complete all work required for the furnishing and installing of precast concrete culvert units embraced in the project named "DEL-CR220-6.63 FURNISHING PRECAST BOX CULVERT" and any required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the lump sum price stipulated in the Bid for the respective items of work completed for the sum not to exceed **Fifty Thousand Six Hundred Fifty Dollars (\$50,650.00)**, subject to any additions and deductions as provided in the Contract Documents.

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ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Specifications and General Provisions
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Federal and State Requirements
- h. This Agreement, together with other documents enumerated above, are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated above shall govern except as otherwise specifically stated.

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

RESOLUTION NO. 10-917

IN THE MATTER OF RENAMING AN ORGANIZATIONAL KEY AND APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE ENGINEER'S OFFICE FOR THE RADNOR ROAD BRIDGE PROJECT:

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

**Rename Org Key
40940411 Radnor Bridge Replacement**

Supplemental Appropriation

40940411-4530	Radnor Bridge Replacement/State Grant A	\$ 330,000.00
40940411-5425	Radnor Bridge Replacement/.Bridge Construction	\$ 330,000.00

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

RESOLUTION NO. 10-918

IN THE MATTER OF APPROVING AMENDMENT #2 TO THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND SHREMSHOCK ARCHITECTS, INC. FOR THE DELAWARE COUNTY JAIL SECOND FLOOR DORM BUILD-OUT:

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

Whereas, the Sheriff recommends approval of the amendment with Shremshock Architects, Inc. for the Delaware County Jail Second Floor Dorm Build-Out;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following amendment with Shremshock Architects, Inc. for the Delaware County Jail Second Floor Dorm Build-Out:

PROFESSIONAL SERVICES AMENDMENT No. 02

**Project:
DELAWARE COUNTY JAIL SECOND FLOOR DORM BUILD-OUT
844 State Route 42 North
Delaware, Ohio 43915
ARCH PROJECT No.: 09165.000**

To: Walter Davis III, Sheriff - Delaware County

In accordance with the Agreement dated: June 10, 2009

Between:
Delaware County Commissioners (Owner)
101 North Sandusky Street
Delaware, Ohio 43015

And

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Shremshock Architects, Inc. (Architect)
6130 Sunbury Road
Westerville, Ohio 43081

The Architect requests authorization from the Owner to proceed with Additional Services as follows:

Research, Analysis, Design, Graph and Narrate the following scope of work:

• **NEEDS ASSESSMENT ANALYSIS**

The Jail Needs Assessment will include a written analysis of the following data elements, which are critical for Delaware County to accurately determine the size of their future needs within the Public Safety Facility complex:

- Population data and statistics, trends, forecasts projections
- Criminal justice practices
- Population and geographic area involved and incarceration rates
- Growth determinates impacting the jail population
- Average daily jail population and offender classifications
- Prisoner population historical trends
- Jail admissions and intake data as well as release data
- Length of stay of prisoners
- Prisoner profiles and analysis
- Snap shot sampling of the offender population
- Demographics, current offense, prior offense, prior incarceration, escape potential, behavior needs, education, substance abuse
- Projections assuming no adjustment to current policies and programs
- Peaking and offender classification factors related to forecasts
- Review of pretrial release policies and sentencing practices
- Use of offender diversion programs and consequent jail population
- Special needs offenders

The Needs Assessment will gather and analyze crime data, assess the use and impact of current options, and forecast the need for future bed space and program service slots. It will evaluate the feasibility of facility and program policy options and build support for implementation. The ultimate outcome of the Jail Needs Assessment is to quantify the number and type of secure, special needs, and less secure beds needed to house offenders in order to develop a Master Plan for accommodating Delaware County's future Public Safety Facility needs.

MASTER PLAN:

The Master Plan will include site Plan Drawings of the Public Safety Facility Complex which will identify logical possibilities of expanding inmate housing, jail support spaces and Sheriff's offices. It will afford adequately sized spaces and facilities to be accurately juxtaposed on the site efficiently and in a manner which will meet the needs of the county well into the 21st century. Projections of critical data relative to issues such as inmate population which are revealed through the Needs Assessment shall be considered while developing the Master Plan. Construction Budgets shall be estimated for possible building expansion illustrated in the Master Plan to assist the Owner while prioritizing their facility development strategy.

The following adjustments shall be made to Compensation and Time:

Service	Method of Compensation	Amount
Needs Assessment Analysis	Stipulated Sum	\$ 20,000.00
Master Plan	Stipulated Sum	\$ 20,000.00
Totals		\$ 40,000.00

I. Owner/Architect Agreement Proposed Schedule

1. Construction Commencement: 01-FEB-10 (No change to previous amendment)
2. Construction Substantial Completion: 30-AUG-10 (No change to previous amendment)
3. Needs Assessment Analysis and Master Plan Commencement 24-May-10
4. Needs Assessment Analysis and Master Plan Completion 24-June-10

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

RESOLUTION NO. 10-919

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

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It was moved by Mr. Hanks, seconded by Mr. O'Brien 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 contract;

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

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Bair Foundation 665 E. Dublin-Granville Road Suite 300 Columbus, Ohio 43229	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 this contract 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. 10-920

IN THE MATTER OF APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE CALLOS COMPANIES FOR STAFFING SERVICES :

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

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

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following Professional Services Agreement with THE CALLOS COMPANIES for staffing services for payroll for interns, youth employment and subsidized contracts:

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement"), is made and entered into this 5th day of April, 2010, by and between THE CALLOS COMPANIES, (hereinafter "CALLOS") with its local place of business located at 6547 E. Livingston Ave., Reynoldsburg, OH 43068, and the Delaware County Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Delaware County Department of Job and Family Services (hereinafter "DCDJFS"), whose address is 140 N. Sandusky Street, Delaware, OH 43015. (collectively the "Parties").

Background

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

Terms

1. Scope of Services. This agreement shall be in effect from July 12, 2010 through December 31, 2010 unless terminated in writing by either party pursuant to Article 4 or Article 24. CALLOS shall provide the services of the CALLOS employees to DCDJFS. DCDJFS shall authorize specific assignments for the CALLOS employees by placing a Job Order with CALLOS in the form set forth on Exhibits A ("Job Order") which is attached hereto and by this reference fully incorporated as if fully re-written here. Unless the parties agree otherwise in writing, no obligation shall be incurred by either party unless a Job Order has been executed by both parties. Before placing an CALLOS employee on an assignment, DCDJFS may interview and accept or reject a particular person based on the specific skills needed for the assignment. Other Terms and Conditions are set forth in Exhibit

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B ("Proposal").

2. Fees. DCDJFS shall review and approve time and expense reports, unless provided otherwise in the Job Order of each CALLOS employee promptly at the end of each week. DCDJFS will pay CALLOS for all time expended and expenses incurred by CALLOS employees as set forth in the approved time and expense reports, at the rate specified on the applicable Job Order.

3. Payment of Fees. CALLOS shall submit invoices detailing charges to DCDJFS weekly, as described in the relevant Job Order. These invoices will list the name of each CALLOS employee assigned to DCDJFS and all charges and expenses applicable to each CALLOS employee. Unless otherwise specified in a validly executed Job Order, DCDJFS shall pay to CALLOS the total amount set forth on each invoice within thirty (30) days of the invoice date (the "Due Date"). DCDJFS will pay CALLOS for all work performed by CALLOS employees up to and including the effective date of any such termination. The total amount of compensation under this contract shall not exceed \$15,000.00

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

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

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

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

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

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

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

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

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

13. Relationship of Parties. CALLOS is an independent contractor. Neither CALLOS nor any of its employees or representatives shall be considered employees of DCDJFS, the Board, or Delaware County. Further, neither party shall represent itself to be the agent, employee, partner, or joint venture partner of the other party and may not obligate the other party or otherwise cause the other party to be liable under any contract or

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otherwise. CALLOS shall be solely responsible for payment of its taxes and payment of its employees, including payment of applicable federal income tax, social security, worker's compensation, unemployment insurance, and other legal requirements.

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

CALLOS employees are not entitled to benefits enjoyed by employees of DCDJFS, the Board, or Delaware County.

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

15. Duly Authorized Signatures. CALLOS states and agrees that the individual(s) who, on behalf of CALLOS, have reviewed this Agreement and effectuate this Agreement attaching their signatures below are officers of CALLOS and are authorized to and have authority to enter this Agreement on behalf of CALLOS and by so signing have authority to bind and does bind CALLOS to any and all terms of this Agreement

16. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

17. DMA Form Statement. CALLOS 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, CALLOS agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement

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

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

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

In the event CALLOS is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or any provision of Section 20 of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part by DCDJFS and CALLOS may be declared ineligible for future Contracts with DCDJFS.

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

CALLOS shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the

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Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the CALLOS or its employees.

22. Insurance: CALLOS shall carry and maintain throughout the life of the Agreement such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Agreement or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this Agreement, the CALLOS shall present to the DCDJFS current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Agreement.

23. Access to and Retention of Records: At any time, during regular business hours, with reasonable notice and as often as DCDJFS, the Board, the Comptroller General of the United States, the State, or other agency or individual authorized by DCDJFS or the Board may deem necessary, CALLOS shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Agreement. The Department and the above named parties shall be permitted by CALLOS to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Agreement.

CALLOS, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Agreement, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Agreement. If an audit, litigation, or other action is initiated during the time period of this Agreement, CALLOS shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

Prior to the destruction of any records related to performance of this Agreement, regardless of who holds such records, CALLOS shall contact the Department in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

24. Termination:

A. Termination for the Convenience

Either Party may terminate this Agreement at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Party. CALLOS shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, CALLOS shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. Effect of Waiver of any Occurrence of Breach or Default:

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

25. Notices: All notices which may be required by this Agreement or by operation of any rule of law shall be hand delivered, sent via certified United States Mail, return receipt requested, sent via a nationally recognized and reputable overnight courier, return receipt requested, or via facsimile, to the following individuals at the following addresses and shall be effective on the date received :

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County:

Mona Reilly
Director
Delaware County Department of Job and Family Services
140 North Sandusky Street, 2nd Floor
Delaware, Ohio 43015

Fax: (740) 833-2299

CALLOS:

CALLOS
6547 E. Livingston Ave.
Reynoldsburg, OH 43068

Fax: (614)575-8612

26. Drug-Free Workplace: CALLOS agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. CALLOS shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

27. Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

Exhibit A
JOB ORDER

1. DCDJFS Company and Address: Delaware County Job and Family Services
2. DCDJFS Contact Name: Angela Thomas
3. Services to be Provided:
Per Agreed Work Order
4. CALLOS Employee Name: To be provided
5. Start Date: Continuation
6. Hourly Bill Rate: Worker Rate Per Agreed Work Order Plus 19%

This Job Order constitutes the Job Order referred to in the Master Contract Agreement dated January 1, 2010, between CALLOS and DCDJFS. IN WITNESS WHEREOF, the parties have executed these Job Orders on the date set forth above:

All communication should be directed to CALLOS at the address as follows:

CALLOS
6547 East Livingston Ave., Reynoldsburg, OH 43068
Ph: (614)575-4900
Fax: (614)575-8612

**Exhibit B
THE COMPANY**

Established in 1965, The Callos Companies provide a variety of services including:

- ? Temporary Employees
- ? Payroll Services
- ? Employee Leasing
- ? Executive Recruiting and Placement
- ? Outplacement Service
- ? Risk Management
- ? Contract Services

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? Insurance/Financial Services

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

The Callos Companies subscribe to a policy of equal opportunity. Employees and applicants for employment will not be discriminated against on the basis of age, race, creed, national origin, ancestry, physical or mental handicap, marital status, religious persuasion, veteran status, political beliefs, sexual preference, or citizenship in any employment decisions. All employment related decisions are based solely on relevant criteria including training, experience, and suitability.

HISTORY OF COMPANY

- ? The Callos Companies employed over 16,000 associates last year.
- ? The Callos Companies are the largest independent supplier of temporary help in Ohio, Pennsylvania, and Kentucky.

RECRUITMENT EFFORT

The Callos Companies interview and test over 2,000 applicants every month in 19 locations.

Temporary employees are recruited through:

- ? Advertising
- ? Employee Referrals
- ? Recruiting Sessions at Local Colleges and Vocational Schools
- ? Customer Referrals
- ? On-site Recruits
- ? Vendor on Premises Staffing
- ? Internet/Job Posting

TESTING, INTERVIEWING AND INDOCTRINATION

- ? Before any Callos employee is sent on an assignment, thorough interviewing, testing and indoctrination procedures are performed.
- ? Light industrial employees are given a general math, measurement, and comparison test
- ? **Custom testing can be arranged at the customer's request.**
- ? As a special service to our customers, we will gladly evaluate any of your employees using the Kenexa Prove It! system, FREE OF CHARGE.
- ? Each employee is interviewed in depth.
- ? A reference check is conducted by our office staff on every employee.
- ? Clerical candidates are tested using the Kenexa Prove It.
 - Over 400 Tests including clerical, software, technical, industrial, call center and more.
 - Kenexa Prove It! gives us the power to identify and select the most talented candidates and employees.
 - Kenexa Prove It! delivers measurable results in a variety of categories:
 - Software Skills**-(Word, Excel PowerPoint, Windows, Access and Illustrator)
 - Industrial Skills**-(Electrical, General Safety, Plumbing, HVAC, Auto, and Carpentry)
 - Office Skills**-(Accounting, Legal, Medical, Customer Service, Typing and Data Entry)
 - Call Center**-(Call Center Environment, Spelling, Customer Service, Data Entry, and Listening Skills)

MANDATE

The Callos Companies are committed to providing superior, cost effective personnel services to our clients, through careful recruiting and evaluation of candidates, flexibility in our service programs, and a well-trained and motivated professional staff.

QUALITY CONTROL

- ? Arrival check
- ? Quality check calls
- ? Customer comment cards

TERMS AND CONDITIONS

Rate Increases

- ? The rates quoted in this proposal are good for one year unless otherwise notified in writing.
- ? Rates subject to change upon one payroll period's notice

Indemnity

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Callos employees are prohibited from operating forklifts, high lifts, cranes, trucks or automobiles on or off the client company's premises without prior written approval from Callos. Client company will be responsible for all O.S.H.A. safety and health requirements, including necessary related training for temporary employees provided by Callos.

Separation – Liquidation

The Callos Companies go through considerable time, effort and expense to attract qualified temporary employees, screen them, test them and, subsequently, orient them for their assignment with our client companies. In exchange for this effort, clients are prohibited from hiring temporaries onto their payroll prior to the completion of 500 hours unless a separation fee is paid. Also, should you choose to hire on our temporaries for any position other than where he or she was originally placed the same separation fee will apply. This agreement is binding for six months past employee's last day worked. The fee structure follows:

For every straight time billed hour less than 500 hours, the client agrees to pay a separation charge as follows:

?	Blue collar temporaries	\$5.00/hour
?	Clerical/secretary	\$7.50/hour
?	Professional	\$10.00/hour

Overtime

- ? The work week for The Callos Companies is Sunday through Saturday
- ? Employee will be paid time and one-half on any hours over (40) forty, in accordance with the Federal Wage and Hour Laws.

Invoicing and Management Reports

- ? You will receive weekly or bi-weekly invoices for hours worked by our employees and authorized by your company's supervisors.
- ? Customize our invoices to assist with labor cost analysis.
- ? Invoices are due upon receipt.
- ? Pricing errors must be resolved within thirty days of the invoice date. Clients failure to notify Callos of potential pricing errors within that timeframe indicate the clients agreement that the prices charged are correct.
- ? **Non-exempt clients will also see a separate charge for sales service tax.**

CALLOS WEB CENTER

Callos staffing clients have access to our Web Center Portal which provides real-time access to information. Completely integrated, the Callos Web Center allows our clients to work directly with us on applications ranging from time entry to requisition management. The list of standard reports, available free of charge, includes:

?	Time sheet details
?	Assignment start and end dates
?	Pay history by employee
?	Paid hours by department
?	Invoice detail
?	Overtime by department
?	Customized management reports

TAX AND RECORD KEEPING LIABILITY

Your weekly or bi-weekly invoice is your only cost or financial obligation. The Callos Companies are responsible for withholding, payment, and reporting for all federal, state and local payroll taxes, social security, unemployment compensation premiums, workers compensation, and all paycheck and W-2 processing costs. The Callos Companies are responsible for all of our employees in satisfying the Tax Equity Act of '86, Section 89.

EMPLOYEE BENEFITS

Employee benefits attract better quality employees and improve retention. Qualifying temporaries enjoy paid vacation, holiday pay, and bonuses. Our employee benefits package is outlined below:

- ? Vacation pay – Employees working over 2,000 hours in a 12-month period at the same client location will receive one (1) week paid vacation. The time worked must be consecutive with no lay offs or other breaks in employment. The calendar period begins with the first day worked which is considered the associate's anniversary date. The maximum on this benefit is one (1) week of vacation within one (1) calendar year.

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- ? Holiday pay – Employee must have 2,000 total hours in a 12-month period (at the same client location), and work the scheduled days before and after the holiday. The time paid will be a regularly hour rate.

The Callos Companies offer a Minimedical Insurance Plan through Allstate featuring:

- ? Affordable limited group health insurance
- ? \$15 office visit co-pay with a national network
- ? Includes prescription drug coverage
- ? Guaranteed insurability – no medical questions
- ? Optional dental, short term disability & term life insurance

BONUSES FOR TEMPORARY EMPLOYEES

- ? Employee Referral Bonus of \$25.00 will be paid to an employee if one refers another qualified temporary to us and they work 100 hours as a Callos employee.
- ? Safety Incentive Program Bonuses – Any temporary employee working on a light industrial assignment for a total of 1,000 hours in a 6-month period with no accidents reported will receive \$25.00 bonus.
- ? Any temporary employee working on a light industrial assignment for a total of 2,000 hours in a twelve (12) month period with no accidents reported will receive a \$50.00 bonus.

Payroll Temporary Proposal

Callos provides payroll services to our clients to satisfy a variety of client hiring situations. Payrolling service differs from conventional temporary service in two basic ways:

- ? Callos is not the source of the employee. A candidate identified by the client through advertising, referral, or any other means can be put on the Callos payroll for an indefinite period of time.
- ? Because we have no costs in recruiting or screening the employee, our rates are lower than those for "conventional" temporaries.
- ? Evaluate new workers on the job, without risk, while you decide if you want to make a full-time commitment.
- ? Hire for short or long term projects, (2 weeks - 2 years or more) and terminate assignments without unemployment claims.
- ? The client dictates the pay rates including periodic increases, if any, and can hire the employee at any time, at no fee.
- ? Retain consultants and independent contractors without paperwork.

Avoid the time, costs of paperwork and liabilities for probationary or seasonal employees including: new hire reporting, garnishment processing, exposure to workers' compensation and unemployment claims, and W-2 issuance.

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

RESOLUTION NO. 10-921

IN THE MATTER OF APPROVING THE DKMM COUNTY RECYCLING AND LITTER PREVENTION OFFICE 2010 2nd QUARTER CONTRACT REPORT:

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

Report of DKMM District Funds Spent

QUARTERLY REPORT JULY 15, 2010
CRLPO: Delaware Board of Commissioners (Delaware County General Health District)
DATE OF REPORT: July 2010

TOTAL FUNDS AVAILABLE Balance 4/1/2010 **\$32,073.09**

EXPENDITURES 2010 Fund 22111502:

Salaries	\$ 8,055.59
Fringe Benefits	\$ 2,207.45
Travel	\$ 213.06
Contracts	\$
Advertising	\$ 181.50

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Equipment	\$ _____
Travel	\$ _____
Supplies	\$ _____
Awards/Recognition	\$ _____
Other (Explain)	\$ <u>66.67</u> (17.77 phone; 5.82 postage; 40.08 copies)

TOTAL EXPENDITURES \$10,721.27

FUND BALANCE **\$21,351.82 current year contract bal**
\$6,797.37 prior year contracts
\$4,299.80 DGHD Fund Balance

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

RESOLUTION NO. 10-922

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE ENVIRONMENTAL SERVICES DEPARTMENT:

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

Transfer of Appropriation

From	To	
66211903-5328	66211903-5450	\$8,500.00
SRF OECC/Maintenance & Repair	SRF OECC/Machinery & Equip	

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

RESOLUTION NO. 10-923

IN THE MATTER OF SETTING BID OPENING DATE AND TIME FOR DELAWARE COUNTY FORMULA 2009 VILLAGE OF ASHLEY STREET IMPROVEMENTS:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to set bid opening date and time for **Friday, July 30, 2010, at 10:30 am.** This bid opening will be held at the Delaware County Commissioners Office located at 101 N. Sandusky Street, Delaware, Ohio 43015.

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

RESOLUTION NO. 10-924

IN THE MATTER OF APPROVING CHANGE ORDER # 04-001 FOR BID PACKAGE 4 – ELECTRICAL FOR THE SUITE IMPROVEMENTS: RUTHERFORD B. HAYES BUILDING, DELAWARE COUNTY, OHIO:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve change order #04-017 for Bid Package 4 – Electrical:

Simco Electric, Inc.

Original Contract	\$	221,750.00
Amount previously approved	\$	0.00
Change Order 001 – Additional light fixtures	\$	2,715.60
Revised Contract Amount	\$	224,465.60

Whereas, the Facilities Supervisor recommends approval of change;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the change order for The Suite Improvements: Rutherford B. Hayes Building, Delaware County, Ohio.

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

RESOLUTION NO. 10-925

IN THE MATTER OF EXPRESSING THE BOARD'S INTENT TO PAY THE UNDISPUTED AMOUNT OF 9-1-1 LEVY FUNDS TO THE CITY OF DELAWARE:

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

WHEREAS, under the Countywide 9-1-1 Plan, Amended in 2001, Delaware County must pay .26 mills of the

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City of Delaware's real property valuation from the Delaware County levy for the establishment and operation of the countywide 9-1-1 system; and

WHEREAS, the obligation to pay terminated as of consolidation of City of Delaware and Delaware County 9-1-1 PSAPs on March 30, 2010; and

WHEREAS, pursuant to the 9-1-1 Consolidation Agreement, executed in 2007, Delaware County was authorized to withhold 9-1-1 levy payments to the City of Delaware until consolidation was achieved; and

WHEREAS, the Delaware County Auditor has determined that Delaware County owes the City of Delaware \$585,604.92 for the years 2007, 2008, and 2009 and the first quarter of 2010; and

WHEREAS, Delaware County considers this amount to be undisputed and wishes to demonstrate its good faith in negotiating the dispute as to any additional amount with the City of Delaware;

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

Section 1. The Board of Commissioners of Delaware County, Ohio (the "Board") hereby expresses its intent to pay the City of Delaware \$585,604.92, which is the undisputed amount of 9-1-1 levy funds due the city for 2007, 2008, 2009, and the first quarter of 2010.

Section 2. The Board's payment of the amount specified in Section 1 hereof is contingent upon the good faith negotiation and execution of an amendment to the 9-1-1 Consolidation Agreement to that effect.

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

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

Commissioner O'Brien
-No Additional Comments

Commissioner Hanks
-Thanks To The Facilities Department For The Additional Bulletin Board
-Attended A United Way Meeting With Mrs. Martin
-Conveyance Fees Are Holding
-Will be unable to attend the DKMM meeting on Tuesday; will be attending a People In Need Meeting

Commissioner Thompson
-No Thursday Session
-Recorder's Office Report On Deeds
-Unemployment Numbers

RESOLUTION NO. 10-926

IN THE MATTER OF ADJOURNING THE MEETING:

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

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

Todd Hanks

Ken O'Brien

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Tommy Thompson

Letha George, Clerk to the Commissioners