

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 24, 2011

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

Present: Ken O’Brien, Dennis Stapleton, Tommy Thompson

RESOLUTION NO. 11-68

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 20, 2011:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on January 20, 2011; 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. Stapleton Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 11-69

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0121 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0121PC:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0121 , Procurement Card Payments in batch number PCAPR0121PC_ and a Purchase Order Increase as listed below:

	<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase				
	Dell Marketing	Job and Family Computers	22311611-5260	\$ 6,745.34
PR Number	Vendor Name	Line Desc	Line Account	Line Amount
R1101616	AMERICAN ELECTRIC POWER	ELECTRIC SERVICE TO OECC AND PUMPSTATIONS	66211903 - 5338	\$475,000.00
	AMERICAN ELECTRIC POWER	ELECTRIC SERVICE TO ALUM CREEK AND PUMP STATIONS	66211904 - 5338	\$685,000.00
R1101617	AMERICAN ELECTRIC POWER	ELECTRIC SERVICE TO SCIOTO RESERVE AND PUMP	66211907 - 5338	\$ 72,000.00
R1101619	AMERICAN ELECTRIC POWER	STATIONS	66211907 - 5338	\$ 72,000.00
	AMERICAN ELECTRIC POWER	ELECTRIC SERVICE TO HOOVER WOODS	66211909 - 5338	\$ 8,000.00
R1101620	AMERICAN ELECTRIC POWER	ELECTRIC SERVICE TO SCIOTO HILLS AND PUMP STATIONS	66211910 - 5338	\$ 15,000.00
	ALLIED TECHNICAL SERVICE INC	REPAIR SERVICES - OECC	66211903 - 5328	\$ 500.00
R1101628	ALLIED TECHNICAL SERVICE INC	RENTAL OF AUTO DIALERS, PUMPS HOSES ETC - OECC	66211903 - 5335	\$ 3,000.00
R1101628	ALLIED TECHNICAL SERVICE INC	REPAIR SERVICES - ALUM CREEK	66211904 - 5328	\$ 500.00
R1101628	ALLIED TECHNICAL SERVICE INC	CREEK	66211904 - 5335	\$ 3,000.00
R1101628	ALLIED TECHNICAL SERVICE INC	RENTAL OF AUTO DIALERS, PUMP HOSES ETC - ALUM	66211904 - 5335	\$ 3,000.00
R1101635	BEEMS BP DIST INC	DIESEL FUEL FOR GENERATORS	66211903 - 5228	\$ 2,000.00

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 24, 2011**

R1101635	BEEMS BP DIST INC	OECC	66211903 - 5228	\$ 2,000.00
R1101635	BEEMS BP DIST INC	DIESEL FUEL FOR GENERATORS	66211904 - 5228	\$ 15,000.00
R1101635	BEEMS BP DIST INC	ALUM CREEK	66211904 - 5228	\$ 15,000.00
R1101635	BEEMS BP DIST INC	TARTAN	66211906 - 5228	\$ 1,000.00
R1101635	BEEMS BP DIST INC	DIESEL FUEL FOR GENERATORS	66211906 - 5228	\$ 1,000.00
R1101635	BEEMS BP DIST INC	NORTHSTAR	66211911 - 5228	\$ 4,000.00
R1101635	BEEMS BP DIST INC	DIESEL FUEL FOR GENERATORS	66211911 - 5228	\$ 4,000.00
R1101644	CENTRAL OHIO TIRE OF DELAWARE INC	EMERGENCY ROAD SERVICE FOR BIOSOLIDS VEHICLES	66211904 - 5328	\$ 6,000.00
R1101684	COLUMBIA GAS	SERVICE TO OECC	66211903 - 5338	\$ 18,500.00
R1101684	COLUMBIA GAS	SERVICE TO ALUM CREEK PUMP STATION	66211904 - 5338	\$ 6,500.00
R1101684	COLUMBIA GAS CONSOLIDATED ELECTRIC	SERVICE TO SCIOTO RESERVE	66211907 - 5338	\$ 3,000.00
R1101688	COOPERATIVE INC CONSOLIDATED ELECTRIC	ELECTRIC SERVICE TO BENTTREE	66211908 - 5338	\$ 3,000.00
R1101688	COOPERATIVE INC CRAUN LIEBING CO	ELECTRIC SERVICE TO NORTHSTAR	66211911 - 5338	\$ 40,000.00
R1101690	CRAUN LIEBING CO	OECC	66211903 - 5201	\$ 2,000.00
R1101690	CRAUN LIEBING CO	EQUIPMENT PARTS - IMPELLERS, BEARINGS ETC	66211903 - 5201	\$ 2,000.00
R1101690	CRAUN LIEBING CO INC	ALUM CREEK	66211904 - 5201	\$ 2,000.00
R1101690	CRAUN LIEBING CO INC	EQUIPMENT PARTS - IMPELLERS, BEARINGS ETC	66211904 - 5201	\$ 2,000.00
R1101690	CRAUN LIEBING CO INC	EQUIPMENT PARTS - IMPELLERS, BEARINGS ETC	66211907 - 5201	\$ 5,000.00
R1101690	CRAUN LIEBING CO INC	SCIOTO RESERVE	66211907 - 5201	\$ 5,000.00
R1101777	GALBO CONSULTING	WORK READINESS	22311611 - 5348	\$ 21,030.00
R1101784	JOBS FOR OHIO GRADUATES	JOG	22311611 - 5348	\$ 200,000.00
R1101806	DELAWARE AREA CAREER CENTER	WORK READINESS	22311611 - 5348	\$ 94,793.00
R1101831	CITY OF DUBLIN	REIMBURSEMENT TO DUBLIN FOR SEWER CHARGES	66211903 - 5319	\$ 65,000.00
R1101841	DELAWARE MOTIVE PARTS INC	OPERATING SUPPLIES - OECC	66211903 - 5201	\$ 4,000.00
R1101841	DELAWARE MOTIVE PARTS INC	OPERATING SUPPLIES - ALUM CREEK	66211904 - 5201	\$ 4,000.00
R1101841	DELAWARE MOTIVE PARTS INC	OPERATING SUPPLIES - TARTAN	66211906 - 5201	\$ 300.00
R1101841	DELAWARE MOTIVE PARTS INC	OPERATING SUPPLIES - SCIOTO RESERVE	66211907 - 5201	\$ 300.00
R1101841	DELAWARE MOTIVE PARTS INC	OPERATING SUPPLIES - BENTTREE	66211908 - 5201	\$ 200.00
R1101841	DELAWARE MOTIVE PARTS INC	OPERATING SUPPLIES - HOOVERWOODS	66211909 - 5201	\$ 200.00
R1101841	DELAWARE MOTIVE PARTS INC	OPERATING SUPPLIES - SCIOTO HILLS	66211910 - 5201	\$ 300.00
R1101841	DELAWARE MOTIVE PARTS INC	OPERATING SUPPLIES - NORTHSTAR	66211911 - 5201	\$ 500.00
R1101854	PNC BANK	OECC	66211903 - 5200	\$ 20,000.00
R1101854	PNC BANK	PROCUREMENT CARD PURCHASES	66211903 - 5200	\$ 20,000.00
R1101854	PNC BANK	PROCUREMENT CARD PURCHASES	66211903 - 5300	\$ 500.00
R1101854	PNC BANK	OECC	66211903 - 5300	\$ 500.00
R1101855	PNC BANK	PROCUREMENT CARD PURCHASES	66211904 - 5200	\$ 20,000.00
R1101855	PNC BANK	ALUM CREEK PROCUREMENT CARD	66211904 - 5200	\$ 20,000.00
R1101855	PNC BANK	PURCHASES	66211904 - 5300	\$ 500.00
R1101855	PNC BANK	ALUM CREEK	66211904 - 5300	\$ 500.00
R1101871	FACILITIES	NEXTEL SERVICES	66211901 - 5330	\$ 12,000.00
R1101871	FACILITIES	REGIONAL SEWER DISTRICT	66211901 - 5330	\$ 12,000.00
R1101871	FACILITIES	REPLACEMENT PHONES CELLULAR TELEPHONE	66211901 - 5250	\$ 500.00
R1101911	FACILITIES	COMMUNICATION	10011301 - 5330	\$ 12,000.00
R1101912	TREASURER STATE OF OHIO BBS	1% STATE FEE RESIDENTIAL PERMITS	10011301 - 5380	\$ 7,000.00
R1101912	TREASURER STATE	3% STATE FEE COMMERCIAL	10011301 - 5380	\$ 9,800.00

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 24, 2011**

	OF OHIO BBS	PERMITS		
R1101937	ME COMPANIES INC	CONTRACTED INSPECTION SERVICES	66211902 - 5301	\$ 15,000.00
R1101938	HP PRODUCTS CORP	JANITORIAL SUPPLIES - OECC	66211903 - 5201	\$ 3,000.00
R1101938	HP PRODUCTS CORP	JANITORIAL SUPPLIES - ALUM CREEK	66211904 - 5201	\$ 3,000.00
R1101946	INFILCO	UV BALLAST - SPARE PARTS		
R1101946	DEGREMONT INC	OECC	66211903 - 5201	\$ 3,500.00
R1101946	INFILCO			
R1101946	DEGREMONT INC	FREIGHT - OECC	66211903 - 5331	\$ 3,500.00
R1101946	INFILCO	UV BALLAST - SPARE PARTS -		
R1101946	DEGREMONT INC	ALUM CREEK	66211904 - 5201	\$ 3,000.00
R1101946	INFILCO			
R1101946	DEGREMONT INC	UV BALLAST - SPARE PARTS	66211907 - 5201	\$ 1,000.00
R1101946	INFILCO			
R1101946	DEGREMONT INC	SCIOTO RESERVE	66211907 - 5201	\$ 1,000.00
R1101979	VILLAGE			
R1101979	NETWORK,THE	RESIDENTIAL TREATMENT	22511607 - 5342	\$187,409.21
R1101980	EMH AND T INC	ENGINEERING SERVICES -		
R1101987	ITT WATER AND	CENTRAL ALUM CREEK	66711904 - 5301	\$ 94,326.64
R1101987	WASTEWATER	GENERAL SUPPLIES - EQUIPMENT		
R1101987	ITT WATER AND	PARTS	66211903 - 5201	\$ 5,000.00
R1101987	WASTEWATER	OECC	66211903 - 5201	\$ 5,000.00
R1101987	ITT WATER AND	GENERAL SUPPLIES - EQUIPMENT		
R1101987	WASTEWATER	PARTS	66211904 - 5201	\$ 5,000.00
R1101987	ITT WATER AND			
R1101987	WASTEWATER	ALUM CREEK	66211904 - 5201	\$ 5,000.00
R1101987	ITT WATER AND			
R1101987	WASTEWATER	TARTAN	66211906 - 5201	\$ 1,500.00
R1101987	ITT WATER AND	GENERAL SUPPLIES - EQUIPMENT		
R1101987	WASTEWATER	PARTS	66211906 - 5201	\$ 1,500.00
R1101987	ITT WATER AND	GENERAL SUPPLIES - EQUIPMENT		
R1101987	WASTEWATER	PARTS	66211907 - 5201	\$ 1,500.00
R1101987	ITT WATER AND			
R1101987	WASTEWATER	SCIOTO RESERVE	66211907 - 5201	\$ 1,500.00
R1101987	ITT WATER AND	GENERAL SUPPLIES - EQUIPMENT		
R1101987	WASTEWATER	PARTS	66211909 - 5201	\$ 1,000.00
R1101987	ITT WATER AND			
R1101987	WASTEWATER	HOOVERWOODS	66211909 - 5201	\$ 1,000.00
R1101987	ITT WATER AND			
R1101987	WASTEWATER	SCIOTO HILLS	66211910 - 5201	\$ 500.00
R1101987	ITT WATER AND	GENERAL SUPPLIES - EQUIPMENT		
R1101987	WASTEWATER	PARTS	66211910 - 5201	\$ 500.00
R1101987	ITT WATER AND	EQUIPMENT NEEDED FOR SCIOTO		
R1101987	WASTEWATER	HILLS	66211910 - 5260	\$ 3,100.00
R1101988	ITT WATER AND	REBUILD OF RAW PUMP AT ALUM		
R1101988	WASTEWATER	CREEK PUMP STATION	66211904 - 5328	\$12,000.00
R1101989	KIDS COUNT TOO INC	RESIDENTIAL TREATMENT	22511607 - 5342	\$ 15,385.00
R1101990	LHS FAMILY &			
R1101990	YOUTH SRVCS INC	RESIDENTIAL TREATMENT	22511607 - 5342	\$ 70,284.11
R1101991	ADVANTAGE			
R1101991	ADOPTION & FOSTER			
R1101991	CARE LTD	RESIDENTIAL TREATMENT	22511607 - 5342	\$166,880.19
R1101992	BAIR			
R1101992	FOUNDATION,THE	RESIDENTIAL TREATMENT	22511607 - 5342	\$ 18,824.00
R1101993	FARM PLAN	DIESEL FUEL FOR MEDIC TRUCKS	10011303 - 5228	\$ 20,000.00
R1101995	BUCKEYE RANCH			
R1101995	INC	RESIDENTIAL TREATMENT	22511607 - 5342	\$ 86,356.91
R1101996	HOUSE OF NEW HOPE			
R1101996	INC	RESIDENTIAL TREATMENT	22511607 - 5342	\$ 83,035.56
R1102225	CALLOS			
R1102225	COMPANIES,THE	SEP	22411601 - 5301	\$ 25,000.00
R1102303	BERLIN TOWNSHIP			
R1102303	TRUSTEES	2011 LEASE AGREEMENT	10011303 - 5335	\$ 15,000.00
R1102316	W D TIRE SERVICE	TIRES FOR COUNTY VEHICLES		
R1102316	CENTER	ACCT DEL200	10011106 - 5228	\$ 12,000.00
R1102319	TENNENBAUM PHD &			
R1102319	ASSOC,DAVID J	EXPERT EXPENSE	10011202 - 5342	\$ 5,703.75
R1102319	SERVPRO OF			
R1102346	DELAWARE	JUV COURT CLEANUP	60111901 - 5370	\$ 51,540.86
R1102349	COMMISSIONERS	Indirect Costs	23711630 - 5380	\$ 36,100.00
R1102350	COMMISSIONERS	Rent	23711630 - 5335	\$ 81,000.00
R1102352	COMMON PLEAS 2ND	IV-D Contract	23711630 - 5360	\$ 15,000.00
R1102369	FACILITIES	Postage	23711630 - 5331	\$ 10,000.00
R1102371	JUVENILE COURT	IV-D Contract	23711630 - 5360	\$100,000.00

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 24, 2011

	NORTHWOODS CONSULTING				
R1102373	PARTNERS INC	Maintenance Contract	23711630 - 5325	\$ 15,150.00	
R1102375	PROSECUTORS	IV-D Contract	23711630 - 5301	\$ 25,000.00	
R1102377	SHERIFF'S OFFICE	IV-D Contract	23711630 - 5301	\$ 40,000.00	

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

RESOLUTION NO. 11 - 70

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Engineer’s Office is requesting that Rob Riley attend various NACE, CEOA, MORPC and ODOT meetings throughout the year at various locations; at the cost of \$3,625.00. (Fund Number 29214001).

The Engineer’s Office is requesting that Nate Meyer attend an IMSA Traffic Signal Technician Level I Course in Visalia, California February 28 thru March 4, 2011, at the cost of \$1,905.50 (Fund Number 29214001).

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

RESOLUTION NO. 11- 71

IN THE MATTER OF AUTHORIZING EXECUTION OF CONTRACT WITH DAN CURTIS FOR
APIARY INSPECTION SERVICES:

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

This contract is made this 24th day of January 2011, by and between Delaware County by the Delaware County Commissioners and Dan Curtis, the Contractor.

1. Delaware County requires the services of an Apiary Inspector for calendar year 2011.
2. Dan Curtis, contractor, agrees to provide the services and supplies necessary to perform the tasks as determined by the Commissioners including and limited to providing those services pertaining to apiary Inspections.
3. For the services performed by Dan Curtis, the Commissioners agree to pay him a stipend, not to exceed \$5,000.00 for the year 2011. Payment will be computed on a monthly basis.
4. The relationship of the County and the County Commissioners to Dan Curtis, shall be that of an independent contractor and Mr. Curtis shall be responsible for all Federal, State and Local, and Social Security taxes and all insurance and all workers compensation obligations.
5. Either party may terminate this contract by providing the other party 60-day advance notice.
- 6 This contract constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be modified, changed or amended except in writing signed by each of the parties.

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

RESOLUTION NO. 11-72

IN THE MATTER OF APPROVING A RESOLUTION OF NECESSITY FOR LEVYING THE
REPLACEMENT OF AN EXISTING TAX EXCEEDING THE TEN-MILL LIMITATION FOR THE
BOARD OF DEVELOPMENTAL DISABILITIES:

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

PREAMBLE

WHEREAS, the amount of taxes which may be raised within the ten mill limitation will be insufficient to provide an adequate amount for the necessary requirements of the Delaware County Board of Developmental Disabilities; and

WHEREAS, a resolution declaring the necessity of levying a tax, pursuant to R.C. 5705.19, outside the ten-mill limitation must be passed and certified to the Auditor of Delaware County in order to permit the Board of County Commissioners to consider the levy of such a tax and must request that the Auditor certify the total current tax valuation of Delaware County, as well as the dollar amount of revenue that would be generated by a specified

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 24, 2011

number of mills or the number of mills required to generate a specified amount of revenue;

RESOLUTION

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Delaware County, Ohio (the “Board”), at least two-thirds of all members elected thereto concurring, that it is necessary to levy a replacement of an existing tax in excess of the ten-mill limitation for the benefit of Delaware County for the operation of community developmental disabilities programs and services by the Board of Developmental Disabilities and for the acquisition, construction, renovation, financing, maintenance, and operation of developmental disabilities facilities in Delaware County, said purpose being authorized by sections 5705.19(L) and 5705.222 of the Revised Code;

BE IT FURTHER RESOLVED, that the Clerk of the Board is hereby directed to certify a copy of this Resolution to the Delaware County Auditor. The Board hereby requests that the Auditor certify to this Board the total current tax valuation of Delaware County, as well as the dollar amount of revenue that would be generated by the levy of 2.1 mills, such levy being the replacement of an existing 2.1 mills, if said tax were approved by the electors.

This Resolution shall be in full force and effect immediately upon adoption.

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

RESOLUTION NO. 11-73

IN THE MATTER OF APPROVING RIGHT OF WAY WORK PERMIT SUMMARY SHEET:

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

Whereas The Below Requests To Perform Work Within The Right Of Way Have Been Reviewed And Approved By The Delaware County Engineer;

Now Therefore Be It Resolved That The Following Permits Are Hereby Approved By The Board Of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U11-005	CONSOLIDATED ELECTRIC	LEONARDSBURG RD	PLOWING CONDUIT
U11-006	CONSOLIDATED ELECTRIC	N. 3 B’S & K RD	DIRECTIONAL BORE
U11-007	AT&T	FOX GLOVE PLACE	INSTALL CABLE

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

RESOLUTION NO. 11-74

IN THE MATTER OF APPROVING ESTIMATE, BID SPECIFICATIONS AND SETTING BID
OPENING DATE AND TIME FOR THE PROJECT KNOWN AS OLIVE GREEN ROAD & PORTER
CENTRAL ROAD INTERSECTION IMPROVEMENTS:

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

Whereas, the County Engineer recommends approval of the Estimate, Bid Specifications And Bid Opening Date And Time For The Project Known As DEL-CR52-1.73, Olive Green Road & Porter Central Road Intersection Improvements;

Public Notice
Advertisement for Bids

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until **10:00 am on Tuesday, February 22, 2011**, at which time they will be publicly opened and read aloud, for the project known as DEL-CR52-1.73, Olive Green Road & Porter Central Road Intersection Improvements.

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked “SEALED BID FOR DEL-CR52-1.73”. Bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost, and may be submitted with the Bid Proposal.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from the Delaware County Engineer’s Office, 50 Channing Street, Delaware,

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 24, 2011**

Ohio 43015. Cost for printed copies of each set of plans & specifications is \$20 and the cost is non-refundable. Plans and specifications may also be downloaded, free of charge, from the Delaware County Engineer's website at www.co.delaware.oh.us/ebids. All bidders must register as a plan holder with the Delaware County Engineer's Office in person or through the website.

The Owner requires that all work associated with the project be completed before July 31, 2011. The estimated commencement of work date is March 14, 2011.

This is a prevailing wage contract in accordance with the U.S. Department of Labor Regulations, Title 29, Subtitle A, Part 5, Sections 5.5, 5.31, and 5.32, most recent revision at contract execution. Bidders shall comply with all applicable provisions.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:
February 4, 2011
February 11, 2011

SCOPE OF WORK

DEL-CR52-1.73

Olive Green Road & Porter Central Road Intersection Improvements

The project includes the replacement of two existing bridges with a box culvert and improvements to 0.1 miles of Olive Green Road and 0.08 miles of Porter Central Road including intersection improvements.

The Owner of this project is the Delaware County Board of Commissioners. The Contract Administrator is the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015.

The primary point of contact for the Owner shall be the Project Engineer listed below:

Brian Dilley
Construction Engineer
Delaware County Engineer's Office
50 Channing Street
Delaware, OH 43015
Phone: 740-833-2400
Fax: 740-833-2399
email: bdilley@co.delaware.oh.us

GENERAL INFORMATION

LOCATION

Work location is at the intersection of Olive Green Road (DEL-CR52) and Porter Central Road (DEL-CR12) Porter Township, Delaware County.

PROJECT SCOPE

The project includes the replacement of two existing bridges with a box culvert and improvements to 0.1 miles of Olive Green Road and 0.08 miles of Porter Central Road including intersection improvements.

ODOT SPECIFICATIONS

The State of Ohio, Department of Transportation, Construction and Material Specifications, dated January 1, 2010 and the noted Standard Construction Drawings, and Proposal Notes shall govern this project unless otherwise directed by the Delaware County Engineer. Copies of the State of Ohio, Department of Transportation, Construction and Material Specifications may be purchased by contacting the Ohio Department of Transportation, Office of Contracts, 1980 West Broad Street, Columbus, Ohio 43223. Phone (614) 466-3778 or 3200: Customer Service.

Within the State of Ohio, Department of Transportation, Construction and Material Specification, wherever the word "State" occurs, it is to mean OWNER. Wherever the word "Department" occurs, it is to mean OWNER. Wherever the words "Director", "Deputy Director" or "Engineer" occur or any other reference to a State of Ohio employee, it is to mean DELAWARE COUNTY ENGINEER.

CONTRACT SCHEDULE

The Owner requires that all work associated with the project be completed before July 31, 2011. The estimated commencement of work date is March 14, 2011.

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 24, 2011

MAINTENANCE OF TRAFFIC

The Contractor shall close the intersection to all traffic during the duration of the project. The closure shall not exceed 100 days.

CONSTRUCTION COST ESTIMATE

Construction subtotal	\$ 597,8170.00
10% Construction Contingencies	\$ 59,782.00
Total Construction Contract Estimate	\$ 658,000.00

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Estimate, Bid Specifications And Bid Opening Date And Time For The Project Known As DEL-CR52-1.73, Olive Green Road & Porter Central Road Intersection Improvements.

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

RESOLUTION NO. 11- 75

IN THE MATTER OF APPROVING THE DKMM COUNTY RECYCLING AND LITTER PREVENTION OFFICE 2010 4th QUARTER CONTRACT REPORT:

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

Report of DKMM District Funds Spent

Quarterly Reports Due	April 15__, July 15__October 15__ January 15 <u>X</u> , 2011
CRLPO: Delaware Board of Commissioners (Delaware General Health District)	
DATE OF REPORT: October-December 2010	
AMOUNT OF FUNDS REEEIVED:2010	\$12,500.00
APPROVED CARRYOVER BALANCE	
TOTAL FUNDS AVAILABLE 10/1/2010 Balance	\$2.40
EXPENDITURES: 2010 FUND 22111502	
Salaries	\$__10,516.12__
Fringe Benefits	\$__5,907.57__
Travel	\$__179.43__
Contracts	\$__
Advertising	\$__1,314.94__
Equipment	\$__
Travel	\$__
Supplies	\$_420.09 (Office 130.79, KBA Supplies 99.73, Ed. Innovations 189.57)
Awards/Recognition	\$_109.45 (certificates)_
Other (Explain)	\$_1,692.70 (phone 20.82) (Copies 73.12)(Powell/Delaware Banners 1598.76)

TOTAL EXPENDITURES \$20,140.21

FUND BALANCE	\$-7,637.81 current year contract balance
	\$6,250.00 pending 2010 revenue
	Deficit will be covered with prior year Funds
	\$6,797.37 prior year contract
	\$4,299.80 DGHD Fund balance

Therefore Be it Resolved, that the Board of Commissioners approve the quarterly report.

Further Be It Resolved, that the President of the Board of Commissioners, or in the absence of the President of the Board of Commissioners the Vice-President of the Board of Commissioners, is authorized to sign the quarterly report.

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

RESOLUTION NO. 11-76

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

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

Grant #	2009-JG-C01-6270
Source:	Ohio Office of Criminal Justice Services

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 24, 2011

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.

Therefore Be it Resolved, that the Board of Commissioners approve the quarterly report.

Further Be It Resolved, that the President of the Board of Commissioners, or in the absence of the President of the Board of Commissioners the Vice-President of the Board of Commissioners, is authorized to sign the quarterly report.

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

RESOLUTION NO. 11- 77

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

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

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.

Therefore Be it Resolved, that the Board of Commissioners approve the quarterly report.

Further Be It Resolved, that the President of the Board of Commissioners, or in the absence of the President of the Board of Commissioners the Vice-President of the Board of Commissioners, is authorized to sign the quarterly report.

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

RESOLUTION NO. 11-78

IN THE MATTER OF APPROVING A LEASE AGREEMENT BETWEEN THE BOARD OF DELAWARE COUNTY COMMISSIONERS AND THE BOARD OF ORANGE TOWNSHIP TRUSTEES FOR SPACE WITHIN THE ORANGE TOWNSHIP FIRE STATION 361 TO ACCOMMODATE DELAWARE COUNTY EMERGENCY COMMUNICATIONS (“DELCOMM”):

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

Whereas, the 911 Communications Director recommends approval of the lease agreement between The Board Of Delaware County Commissioners and The Board Of Orange Township Trustees for space within the Orange Township Fire Station 361 to accommodate Delaware County Emergency Communications;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approves the lease agreement between The Board Of Delaware County Commissioners and The Board Of Orange Township Trustees For Space within The Orange Township Fire Station 361 to accommodate Delaware County Emergency Communications.

LEASE AGREEMENT

ARTICLE 1 – PREAMBLE

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 24, 2011**

This Lease Agreement is entered into this 24TH of January, 2011, by and between the Board of County Commissioners of Delaware County, Ohio ("County"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Board of Township Trustees of Orange Township, Delaware County, Ohio, ("Township"), whose address is 1680 E. Orange Road, Lewis Center, Ohio 43035, hereinafter collectively referred to as the "Parties."

ARTICLE 2 – PURPOSES

The purposes of this Lease Agreement ("Agreement") are to lease, on a non-exclusive basis, those areas indicated in the attached Exhibit "A" which is incorporated herein by reference ("Premises") within Orange Township Fire Station 361 ("Facility") to the County to accommodate Delaware County Emergency Communications ("DELCOMM") and its operations in the event of a situation arising in its service to persons and property in Delaware County which prevents use of its principal communication facility, to establish the terms and conditions of DELCOMM's operation from the Premises and to provide for the monthly testing of DELCOMM's equipment at the Premises and its conduct of training and simulation exercises. No other use of the Premises by County is permitted. The purposes of this Agreement extend only to the provision of DELCOMM's services in regard to persons and property in Delaware County and the Premises shall not be used to provide such services to other persons, property, political subdivisions, Councils of Governments or other entities.

ARTICLE 3 – TERM

The term of this Agreement shall be from the date of its execution by the later of the parties to sign until December 31, 2010, whereupon it shall be automatically extended for annual periods until it is terminated in a manner provided in this Agreement. During any extension period, the remuneration to be paid by County to Township shall continue unchanged unless modified by the parties in writing.

ARTICLE 4 – USE OF PREMISES

The Facility shall be under the control of the Township and Township will notify County of all policies and rules regarding entry into common areas, etc. The employees of DELCOMM will comply with said policies and rules. No policy or rule will be implemented that unreasonably hinders or interferes with DELCOMM carrying out its statutory duties.

Regular Monthly Testing and Crew Training. Four (4) shifts of ten (10) DELCOMM personnel shall be entitled to enter on the Premises monthly to set up and test its equipment and conduct crew training. Notice of their presence in the Facility shall be given to the Officer in Charge at the Facility upon entry. In the event personal contact with the Officer in Charge is not feasible, DELCOMM personnel shall give notice of their presence in the Facility via radio communication.

Short Term Use Periods. Ten (10) DELCOMM personnel shall be entitled to enter on the Premises for the purpose of training or simulation exercises. Notice of their presence in the Facility shall be given to the Officer in Charge at the Facility upon entry. In the event personal contact with the Officer in Charge is not feasible, DELCOMM personnel shall give notice of their presence in the Facility via radio communication.

Emergency Operations. In the event of a situation arising which prevents DELCOMM from using its principal communication facility, ten (10) DELCOMM personnel shall be entitled to enter on the Premises for the purpose of conducting its operations. The number of DELCOMM personnel entering in this event may be increased with the permission of the Officer in Charge of the Facility. Prior notice of the activation of emergency operations from the Premises shall be given to the Officer in Charge of the Facility by the Director or Acting Director of DELCOMM and such personnel shall give notice of their presence in the Facility to the Officer in Charge of the Facility upon entry. In the event personal contact with the Officer in Charge is not feasible, DELCOMM personnel shall give notice of their presence in the Facility via radio communication.

ARTICLE 5 – ACCESS TO PREMISES

Access to the Facility shall be solely by means of electronic access cards. Township will provide County, at Township's expense, six (6) electronic access cards for use by DELCOMM. Each will be individually assigned, will remain the property of Township and can be recalled at any time. County will notify Township of any such electronic access cards that are lost, stolen, destroyed or otherwise no longer usable and will pay Township Six Dollars and Ninety-five Cents (\$6.95) for each replacement. Upon every entry into the Facility, each card user shall report his presence to the Officer in Charge of the Facility. In the event personal contact with the Officer in Charge is not feasible, each card user shall give notice of their presence in the Facility via radio communication. Except in case of emergency, the electronic access cards shall remain in the possession of the respective individuals to whom they are issued.

ARTICLE 6 – REMUNERATION

The County agrees that Township shall in all events receive, as partial consideration of this Lease Agreement, the permanent indefeasible rights of use, without charge, of approximately five and five-tenths (5.5) linear

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 24, 2011**

miles of two (2) pair of dark fiber optic cable via underground construction commencing at DataCenter.BZ (or SCG Services) located at 535 Scherers Court, Worthington, Ohio 43085 and ending at the Facility. County, at County's sole cost and expense, will purchase, install and provide maintenance for the fiber, which fiber will be in County's ownership. Each pair of fiber will be terminated at each location and ready for connectivity. County and Township shall reasonably agree on the location and manner of such installation into the Facility. Any services from DataCenter.BZ or any other provider is the responsibility of Township as well as any electronics necessary to provide services.

In order to make this connection, County will need to install new conduit along Gooding Blvd. and into the Facility. A description of what will be involved/included for this is as follows:

Scope of Work: Construction

- Call OUPS for locates.
- Mobilize to jobsite.
- Pothole utilities in proposed path of bore/excavation.
- Expose and intercept existing CFN duct run.
- Place 24"x36"x24" at this location.
- Pull slack to this site from near handhole approximately 200' away.
- Directional bore and place 2- 1.25" innerducts.
- Place 1- 24"x36"x24" handhole half way between intercept handhole and handhole at property line of Facility.
- Dig up existing 4" PVC from Facility.
- Place 1-24"x36"x24" handhole at this location.
- Pull 2- 1.25" and 1-1" innerduct in 4" PVC into Facility.
- Prove ducts with 1800 muletape.
- Pull fiber through one of the newly placed innerducts.
- Restore to like/better condition.
- Install a 2 slot, wall-mount fiber distribution panel on the wall of the Facility (at Township's discretion) to an approved area where the Single-mode fiber optic terminations shall reside.

Until such time as the two (2) pair of dark fiber optic cable are ready to be used, functional and available for use by the Township, the County agrees to remunerate the Township at a rate of Three Thousand Six Hundred Dollars (\$3,600.00) annually, payable in equal monthly installments of Three Hundred Dollars, each due on the 1st of each month beginning January, 2011. This remuneration shall be pro-rated for any term periods of less than one year. At such time, if any, following provision of the two (2) pair of dark fiber optic cable by County to Township that they no longer remain ready to be used, functional and available for use by the Township for a period exceeding 15 days by reason of County's actions or inactions, such monetary remuneration shall again be paid by the County to Township in addition to all other consideration and remuneration provided in this Agreement.

Should there be any unforeseen substantial increase in the cost of utilities (limited exclusively to natural gas, electric, water, sewer, and trash pickup) to the Facility, Township will give notice of such increase to County under the Dispute/Request Resolution process stated in Article 14 and the parties agree to negotiate a shared cost of the increase of those utilities. County's share of this cost will be additional remuneration to Township under this Agreement. However, the County's share shall not exceed the proportion of the increase attributable to DELCOMM's use of the Facility. "Unforeseen substantial increase," as used herein, means an increase of five percent (5%) or greater. Any agreement reached shall be memorialized in a written amendment to this Agreement, lawfully adopted and signed by County and Township.

ARTICLE 7 – IMPROVEMENTS BY COUNTY

County shall have the right, at County's sole cost and expense, to construct and make repairs and/or install additions, fixtures and improvements to the Premises or Facility upon the prior submission of plans and the written approval and consent of Township. Such repairs, additions, fixtures or improvements may include, without limitation, fiber optic line(s) and telephone line(s). County may also install, at County's sole cost and expense, furniture, like furnishings and equipment upon the Premises or Facility upon the prior submission of plans and the written approval of Township. Such furniture, like furnishings and equipment may include, without limitation, wireless telecommunications equipment, computer rack(s), desk(s), radio equipment and telephone equipment. County shall make no other change or modification to any part of the Premises or Facility. In the event that any such repair, addition, fixture or improvement, or any such furniture, like furnishing or equipment conflicts with any existing or future Township system of any type, County shall immediately resolve the conflict to the satisfaction of Township at County's sole cost and expense. Township shall have no obligation or liability to make any repair or improvement to the Premises or Facility, nor for any costs or expenses in connection with the repairs, additions, fixtures or improvements, or the furniture, furnishings or equipment constructed or installed upon the Premises or Facility by County.

Any such repairs, additions, fixtures or improvements shall, without compensation to County, be the property of Township and remain upon the Premises or Facility as a part thereof, and be surrendered with the Premises upon the termination of this Agreement. County shall permit Township and its agents and employees to enter

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 24, 2011**

into and upon the Premises at all times for the purpose of inspecting the same or otherwise conducting its operations and functions.

Upon the termination of this agreement, County shall remove the furniture, like furnishings and equipment it has constructed or installed upon the Premises or Facility, which items shall not include repairs, additions, fixtures or improvements, and at County's expense repair any resulting damage to the Premises or Facility, or their systems, by reason of such removal. In the event that County does not remove the furniture, like furnishings and equipment it has constructed or installed upon the Premises or Facility within thirty (30) days of the termination of this Agreement, such furniture, like furnishings and equipment shall be the property of Township, without compensation to County.

All contractors or vendors of County shall be properly licensed and all necessary permits shall be obtained prior to any work being done. All work shall be performed in accordance with all applicable laws, orders, rules, regulations and requirements of federal, state and local governments and appropriate departments, commissions, boards, and officers of those governments.

ARTICLE 8 – CONTROL OF PERSONNEL

The County will exercise full administrative and operational control over its personnel at all times. The Township will exercise full administrative and operational control over its personnel at all times.

ARTICLE 9 – NO EQUIPMENT USE

Neither the County nor DELCOMM will utilize or borrow any Township equipment, including without limitation telephones, computers, radio equipment and/or fax machines. The County will be responsible for replacing or repairing any equipment that the County and/or DELCOMM damage or destroy. The decision as to replacement or repair shall be solely at the discretion of Township and will be for like or similar equipment. Likewise, no County and/or DELCOMM equipment will be used by Township.

ARTICLE 10 – PROVISIONS REGARDING EXTENDED USE OF PREMISES

Should DELCOMM make extended use of the Premises for emergency operations as the result of a situation arising which prevents use of its principal communication facility, the following shall apply:

If requested by County, the Township will attempt to provide sufficient and adequate sleeping quarters for six (6) persons within the Facility. Provision of such sleeping quarters shall be determined in the discretion of the Officer in Charge of the Facility and the provision of such sleeping quarters may be reconsidered in whole or part in the discretion of the Officer in Charge of the Facility. In such event, such persons shall be permitted access to all common living areas and will be responsible for the housekeeping of such sleeping quarters and maintain them in a clean and sanitary condition.

Neither County nor DELCOMM shall enter into or make use of the apparatus bay.

If requested by County, Six (6) parking spaces will be assigned for use by DELCOMM in the discretion of the Officer in Charge of the Facility. Such assignment may be reconsidered in whole or part in the discretion of the Officer in Charge of the Facility.

If requested by County, DELCOMM will be permitted shared use of the basement kitchenette and, if necessary, the administrative kitchenette. Such shared use shall include the microwave oven(s) and mini-refrigerators. Dining by DELCOMM personnel will take place in the basement area.

If requested by County, shower facilities will be assigned for shared use by DELCOMM in the discretion of the Officer in Charge of the Facility. The assignment may be reconsidered in whole or part in the discretion of the Officer in Charge of the Facility. In such event, DELCOMM personnel using the shower facilities will be responsible for leaving them in a clean and sanitary condition.

If requested by County, adequate space in the Facility will be assigned, in the discretion of the Officer in Charge of the Facility, for the storage of supplies by DELCOMM. The assignment may be reconsidered in whole or part in the discretion of the Officer in Charge of the Facility. In such event of such an assignment, DELCOMM personnel will be responsible for keeping this space in a clean and sanitary condition. County and Township will attempt to apply "good neighbor" provisions in regard to necessary supplies. County shall advise Township of the nature of all supplies brought into the Facility.

ARTICLE 11 – DISCLAIMER OF LIABILITY/INVENTORY

All repairs, additions, fixtures or improvements, and all furniture, like furnishings and equipment made, placed or moved in or upon the Premises, or upon any portion of the Facility and surrounding grounds, by or for the benefit of County shall be at the risk of the County or the owner thereof, and Township shall not be liable for any damages to the same. Neither shall Township be liable to County for any damages resulting from the inability of County to make use of the Premises by reason of bursting or leaking water pipes, fire, natural

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 24, 2011**

disaster, or other cause.

Should County desire insurance regarding the above described items, such insurance shall be obtained by County and contain a waiver of subrogation clause in favor of the Township.

Upon making, placing or moving any additions, fixtures or improvements, or furniture, like furnishings or equipment, in or upon the Facility or Premises, County shall provide Township with an inventory of the same, which inventory shall be kept current. Confirmation of the inventory shall be made upon each entry into the Facility by County or DELCOMM.

ARTICLE 12 – HOLD HARMLESS

The Parties, agree to be and shall be responsible for their own negligence, actions or inactions and/or the actions or inactions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants resulting from the performance of this Agreement. Each Party agrees to be individually and solely responsible for and, to the extent that funds are subsequently properly appropriated and certified for such purpose, shall hold harmless and release the other Party from any and all claims, lawsuits, liability, losses, damages, illnesses, injuries (including death), and/or related expenses that each may incur as a result of their own negligence, actions or inactions and/or the actions or inactions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants in the performance of this Agreement.

To the extent that funds are subsequently properly appropriated and certified for such purpose, each Party shall assume full responsibility for and pay for 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 other Party 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 Party and its respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants.

ARTICLE 13 – INSURANCE

County shall maintain, for the full term of this agreement, a general liability insurance policy, or policies, with a combined minimum limit of One Million Dollars (\$1,000,000.00). Any such general liability insurance policy or policies shall be issued by companies authorized to issue such policies within the State of Ohio. Township and its board members, officials, officers, employees, agents, representatives, volunteers, and/or servants shall be named as additional insureds in any such general liability insurance policy or policies and such policy or policies shall provide that the insurer will give Township written notice at least thirty (30) days prior to the effective date of cancellation. County shall provide proof of the above to the Township upon demand.

Township shall maintain fire and extended coverage insurance upon the Facility within which the Premises are located, provided that such insurance can be obtained.

ARTICLE 14 – DISPUTE/REQUEST RESOLUTION

Disputes arising from the alleged breach or default of any of the provisions, obligations or duties embodied in this Agreement, or resulting from any operational procedures that adversely impact either party, or a request to reach agreement pursuant to Article 6, shall be submitted in writing and forwarded to either the Director of DELCOMM or the Orange Township Fire Chief, as appropriate. The party receiving a notice will have ten (10) calendar days to respond in writing to the other party. The response should include any findings or recommended solutions to the dispute or request. If the dispute or request remains unresolved following receipt of the response, the Director of DELCOMM (or designated representative) will meet with the Orange Township Fire Chief (or designated representative) to arrive at a resolution. If the dispute or request remains unresolved following the meeting, it will be submitted to County and Township for final resolution.

The above Dispute/Request Resolution process does not preclude immediate contact between the Director of DELCOMM and the Orange Township Fire Chief in the event of any emergency situation that requires immediate resolution.

The waiver of any occurrence of breach or default, or the waiver of the occurrence of a dispute resulting from an operational procedure that adversely impacts a party, or the waiver of a failure to reach agreement pursuant to Article 6, shall not be interpreted as a waiver of the ability of a party to submit any subsequent occurrences of the same nature to the Dispute/Request Resolution process. If the County or the Township fails to perform a provision, obligation or duty under this Agreement and such failure is waived by the other party, such waiver shall be limited to the particular failure so waived and shall not be deemed to waive other failures. Waiver by either party shall be authorized in writing and signed by an authorized representative of that party.

ARTICLE 15 – TERMINATION

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 24, 2011

Upon breach or default of any of the provisions, obligations or duties embodied in this Agreement, or a dispute resulting from any operational procedures that adversely and materially impact a party, or a request to reach agreement as required in Article 6, the parties shall attempt to resolve the matter as provided in the Dispute/Request Resolution process stated in Article 14. If the Dispute/Request Resolution process is unsuccessful, or if a matter remains unresolved for a period of thirty (30) days following its initial written submission, either party may terminate this agreement on sixty (60) days prior written notice to the other party. In such an event, Township shall be entitled to receive the remuneration that it is due hereunder through the date specified on the notice as the effective date for such termination, continued use without charge of the two (2) pair of dark fiber optic cable and such other property, rights and benefits as are provided in this Agreement.

Additionally, either County or Township may, without cause, terminate this Agreement upon one hundred eighty (180) days prior written notice to the other. In such an event, Township shall be entitled to receive the remuneration that it is due hereunder through the date specified on the notice as the effective date for such termination, continued use without charge of the two (2) pair of dark fiber optic cable and such other property, rights and benefits as are provided in this Agreement.

In the event of termination for the Township’s material breach or default prior to January 1, 2021, or unilateral termination by the Township without cause prior to January 1, 2021, Township shall be entitled to receive the remuneration that it is due hereunder through the date specified in the notice as the effective date for such termination and such other property, rights and benefits as are provided in this Agreement, excepting continued use of the two (2) pair of dark fiber optic cable. Additionally, in the event of termination for the Township’s material breach or default prior to January 1, 2021, or unilateral termination by the Township without cause prior to January 1, 2021, Township shall be entitled to receive continued use of the two (2) pair of dark fiber optic cable and such other property, rights and benefits as are provided in this Agreement upon remittance of a one time IRU fee as set forth in the table below. The County may continue to provide maintenance for the fiber at a fee, if mutually agreed upon by the Parties, or the Township may provide its own maintenance services.

Termination Prior To	IRU Fee
January 1, 2012	\$25,000.00
January 1, 2013	\$22,500.00
January 1, 2014	\$20,000.00
January 1, 2015	\$17,500.00
January 1, 2016	\$15,000.00
January 1, 2017	\$12,500.00
January 1, 2018	\$10,000.00
January 1, 2019	\$7,500.00
January 1, 2020	\$5,000.00
January 1, 2021	\$2,500.00

Termination On or After	IRU Fee
January 1, 2021	\$0.00

ARTICLE 16 - NOTICE

All notices provided to be given under this Agreement shall be given by certified mail or registered mail, addressed to the proper party, at the following address:

Township: Orange Township Fire Chief, Station 361, 7700 Gooding Blvd., Delaware, Ohio 43015.

County: Director, Delaware County Emergency Communications, 10 Court Street, Delaware, Ohio 43015.

ARTICLE 17 – MISCELLANEOUS

The County certifies to Township that it has no unresolved findings for recovery pending or issued against it by the State of Ohio. The Township certifies to County that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

The County and Township each certify that they do not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, the Parties agree 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 Declaration portion of the certificate. Such certifications are attached to this Agreement as Exhibit “B” and by this reference made a part of this Agreement.

County shall promptly comply with all laws, orders, rules, regulations and requirements of federal, state and local governments and appropriate departments, commissions, boards, and officers of these governments related to its actions or operations throughout the term of this agreement, and without cost to Township. County shall promptly comply with these legal requirements whether they are foreseen or unforeseen, or

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 24, 2011**

ordinary or extraordinary.

County shall not assign this agreement, nor sublet the premises or any portion thereof, nor use the same, or any part thereof, or permit the same, of any part thereof, to be used for any other purpose than as above stipulated, without the written consent of Township.

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.

If any term, covenant condition, portion, or Article of this Agreement, or the application thereof to any person, premises, or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, covenant, condition, portion, or Article to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, covenants, conditions, portions, or Articles hereof shall, in all other respects, continue to be effective and to be complied with.

This Agreement (and its Exhibits) constitutes the entire understanding and agreement between the Township and the County, supersedes all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

The captions, headings and titles, if any, of the Articles in this Agreement are solely for convenience of reference and shall not affect its interpretation.

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

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

RESOLUTION NO. 11-79

IN THE MATTER OF APPROVING THE SERVICE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND B&C COMMUNICATIONS FOR VHF COMMUNICATIONS FOR EMERGENCY COMMUNICATION SERVICES AND BI-DIRECTIONAL AMPLIFIER AT THE DELAWARE COUNTY JAIL:

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

Whereas, the 911 Communications Director and the Public Safety Systems Administrator recommends approval of the service agreement Between The Delaware County Commissioners And B&C Communications For VHF Communications For Emergency Communication Services and Bi-Directional Amplifier at the Delaware County Jail;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approves the service agreement between The Delaware County Commissioners and Between The Delaware County Commissioners And B&C Communications For VHF Communications For Emergency Communication Services and Bi-Directional Amplifier at the Delaware County Jail.

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 24, 2011

SERVICE AGREEMENT #21246

FCC LICENSEE AND MAILING ADDRESS: Delaware County 911 Center 10 Court Street Delaware, Ohio 43015 Attn: Patrick Brandt		DATE: 1/10/2011 START DATE: 2/1/2011 END DATE: 1/31/2012 INVOICING: MO <input checked="" type="checkbox"/> QTL OTHER		
QUANTITY	DESCRIPTION MAKE AND MODEL	SERVICE STATION	UNIT RATE	EXTENDED
1	Spectra 800 mhz desktop consolette with tone remote control Model No: L35ZXM5174AM Serial No: 518AXL0041	911 Ctr.	29.00	29.00
2	Desktrac 8 channel VHF base station with tone remote control L146 opt. Model No: L43SUM70D0BN Serial No: 154SXL0210, 0211	911 Ctr.	20.50	41.00
1	Repeater TAC 4(Ashley) Model No: CDM750 Serial No: 474CZK0087	Customer Location	45.50	45.50
4	SM120 (VHF) Control Stations Model No: M33DGC20C2 Serial No: 628FZC3960, 3962, 3999, 4008	911 Ctr.	12.25	50.00
1	Maxtrac HB Base Unit Model No: D43MJA7DA5CK Serial No: 428ATW3068	911 Ctr.	20.50	20.50
4	NCS-C250 Mobile Multi Switcer Interopability Controller	Customer Location	23.00	92.00
1	(4) MTR2000 repeater stations, associated voter equipment and Bi-Directional Amplifier (Delaware Co. Jail) Equipment	Customer Location	1530.00	1530.00
			Monthly Annually	\$1,808.00 \$21,696.00

Special TERMS OR DEVIATIONS FROM normal Service Agreement: Physical damage, antennas, batteries, clips, microphones and consumable parts are not covered by this contract.

NORMAL SERVICE HOURS: 8:00 am - 4:30 pm, Monday through Friday, constitutes the normal work week for routine service. Emergency repair service shall be provided on a call -appointment basis: the time, place and conditions being agreed upon by the Customer and B&C Communications.

THIS AGREEMENT is subject to acceptance by Customer within 30 days from January 10, 2011 and shall not become binding until accepted by B&C Communications.

SERVICE AGREEMENT
TERMS AND CONDITIONS

- (1) Definitions - For the purpose of brevity and uniformity all references to B&C in this agreement will be construed to mean B&C Communications. All references to Licensee shall be construed as meaning and applying to FCC Licensee, or the User, or the Customer, or the Purchaser of the equipment to be serviced by the terms of this Agreement.
- (2) Work
- (a) B&C Communications (herein called B&C) agrees to provide service for the Licensee of the equipment described on the reverse side of this Agreement beginning and ending on the dates indicated B&C will maintain other units purchased by Licensee for the appropriate service fees and on the same terms and conditions set forth herein. Upon delivery of such, to Customer, the fees will be added at the next billing cycle. In the event of loss, damage, theft, or removal from service of all units, The Licensee shall immediately report said loss damage, theft or removal in writing to B&C in this event, Licensees obligation to pay service toes with respect thereto shell be determined by B&C.
- (b) Mobile unit will be removed and reinstalled in different vehicles upon Licensee’s request at the prices prevailing at that time This Agreement does not include service of any transmission line, antenna, tower or tower lighting unless such work is described on the reverse side of this Agreement. Service shall include the labor and parts required to repair equipment that has become defective through normal wear and usage. This does not include consumables and their installation. Service does not include the repair or replacement of equipment that has otherwise become defective including but not limited to damage caused by accidents, physical or electronic abuse or misuse of the equipment, acts or God, and fires. Work done for non-covered repairs will be billed at B&C's over contract rates applicable for such work. Equipment under contract must be maintained in environmental conditions s set out in their peciflcations and damage resulting horn environmental conditions not conforming to said specifications are likewise not covered.
- (c) Where telephone lines and equipment are used in conjunction with B&C maintained equipment. B&C shall

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 24, 2011**

have no obligation or responsibility for such lines or equipment

(d) Licensee will indicate on the reverse side any equipment that is intrinsically safe so that appropriate parts and procedures may be used to maintain such status.

(e) If an individual item (s) cannot in B&C's opinion be properly or economically repaired on-site due to excessive wear or deterioration B&C may supply the customer with a quote for replacement by B&C. If the Customer does not elect to have the equipment replaced B&C may withdraw such item (s) from this Agreement.

(3) Service Standards

The equipment will be serviced by B&C or its subcontractor in accordance with these standards:

- (i) O.E.M. parts or parts of equal quality will be used
- (ii) the equipment will be serviced at levels necessary to provide the required communications
- (iii) routine service procedures prescribed from time to time by B&C for its equipment will be followed

(4) Time and Place of Service Work

a) Service work shall be done at the location specified on the reverse side. Where service is to be performed at the location of the equipment, the Licensee shall furnish shelter, heat, light and power at these locations, Licensee shall notify B&C immediately of equipment failure and allow B&C full and free access to the equipment. Waiver of liability or other restrictions shall not be imposed as a site access requirement. The Licensee will allow B&C to use necessary machines, communications facilities, features and other equipment (except as normally supplied by B&C) at no charge. Mobile units and removable equipment shall be delivered by the Licensee to the place of service indicated on the reverse side of this Agreement

(b) Service shall be performed under this Agreement when B&C is notified as on the reverse side of this Agreement.

(5) Payment - On or about the date each payment is due as set forth on the reverse side of this Agreement, B&C will send the Licensee an invoice covering the services fees for the next Payment Period. All other charges shall be billed monthly and the Licensee shall pay the amount of said invoice within ten (10) days of its date, to B&C. at the B&C billing office, (10) days notice by certified mail if the Licensee defaults in its payment to B&C. The Licensee shall reimburse B&C for all property taxes, sales and use taxes, excise taxes and other taxes or assessments now or hereafter imposed by authority of any Federal State or local law, rule, or regulation with respect to the service of the equipment except Federal income and profits taxes of B&C and State income and franchise taxes of B&C.

(6) Revision of Fees

Prior to an Anniversary of the "Date Service Ends" indicated on the reverse side of this Agreement, BC may at any time revise the service fees set forth on the reverse side hereof by giving the Licensee written notice of the amount of the increase at least thirty (30) days in advance of that date. Upon receipt of any such notice, Licensee may terminate this Agreement as provided herein; otherwise the new fees shall become effective on the Anniversary date. In the event of termination as herein provided all seemed and unpaid charges shall be due and payable forthwith.

(7) Right to Subcontract –

B&C shall have the right to subcontract in whole or in part the service work called for by this Agreement. B&C shall not be relieved of any liability under this Agreement on account of a subcontract. B&C will notify the Licensee of the name and address of each subcontractor.

8) FCC Records –

Applications and statements of facts when required by the Federal Communications Commission must be subscribed and sworn to by the Licensee, and the Licensee is responsible for meeting FCC requirements. B&C may provide the Licensee with forms, advice and technical assistance, including frequency, modulation and power measurements to aid in meeting these requirements. Any action by the FCC against the Licensee involving a license revocation or suspension automatically cancels this Agreement.

(9) Automatic Renewal After the "Date Service Ends"

Indicated on the reverse side of this Agreement, this Agreement shall continue for successive additional periods of one (1) year, provided that either B&C or the Licensee may terminate the Agreement on the "Date Service Ends" or any Anniversary thereof upon thirty (30) days prior written notice to the other party sent by certified mail to the address indicated hereon.

(10) Interruption of Service –

The Licensee shall notify B&C in the event of the failure of said unit. If B&C fails to repair the unit within a reasonable time the Licensee shall notify B&C. B&C does not assume and shall have no liability under this Agreement for failure to provide or delay in providing service for the equipment due directly or indirectly to causes beyond the control and without the fault or negligence of B&C, including, but not restricted to, acts of God, acts of the public enemy, acts of the United States, any State or Territory of the United States, or any political subdivision of the foregoing or the District of Columbia, acts or failure to act of the Licensee, its

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 24, 2011

agents, employees, or subcontractors, fires, floods, epidemics quarantine restrictions, strikes, freight embargoes, and unusually severe weather conditions, or defaults of B&C subcontractor's due to any such causes.

(11) Laws and Regulations –

This Agreement and the rights and obligations of the parties under it are subject to present and future valid orders and valid laws, rules and regulations of duly constituted authorities having jurisdiction.

(12) Waiver Failure or delay on the part of B&C at the Licensee to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

(13) Prior Negotiations

This Agreement constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements.

(14) Amendment - No revision of this Agreement shall be valid unless made in writing and signed by an Area Service Manager of B&C and an authorized agent of the Licensee

(15) Assignment - No assignment or transfer in whole or in part of this Agreement shall be binding upon B&C without its written consent. Licensee agrees and consents to the assignment of this Agreement by B&C Communications.

16) Insurance

(a) B&C shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000 Identical coverage shall be required to be provided by all subcontractors, if any.

(b) B&C shall maintain automobile liability insurance Of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles Identical coverage shall be required to be provided by all subcontractors, if any.

(c) B&C shall maintain workers compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

(d) The Customer, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by subsections 16)(a) and 16)(b) B&C shall require all of its subcontractors, if any, to provide like endorsements.

(e) Prior to the commencement of any work under this Agreement, B&C, and all of its subcontractors, shall furnish the Customer with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements required by Subsection 06)(d). Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the Customer B&C will replace certificates for any insurance expiring prior to completion of work under this Agreement.

(17) Indemnification - B&C shall indemnify and hold free and harmless the Customer, its elected officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the extent caused in whole or part by any negligent acts, errors or omissions of B&C, its employees, agents, subcontractors, and their employees and agents subcontractors and their employees or any other person for whose acts any of them may be liable.

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

RESOLUTION NO. 11 - 80

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

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

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

WHEREAS; the Board of County Commissioners of Delaware, County, Ohio has before it a request from the Division of Emergency Medical Services to expend county monies for the purchase of one new ambulance; and

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 24, 2011

WHEREAS the Board of County Commissioners will, through this resolution, legally appropriate monies from the proper funds for the acquisition of this vehicle.

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

Section 1. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that a necessity exists to purchase one new ambulance for use by the Division of Emergency Medical Services.

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

Section 3. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the make and models of such vehicle is as follows:

- 1. One (1) Horton Concept 3 Type III ambulance, on a 2010 Ford E-450 diesel chassis for a delivered cost of \$130,410.21

Section 4. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the purchase or lease of said vehicle(s) will be in accordance with the State of Ohio’s cooperative purchasing program, pursuant to the contract and terms and conditions set forth in State of Ohio STS233X Schedule # 7723300408, which is, by this reference, fully incorporated herein and of which the purchase orders approved herein shall be made a part.

Section 5: That the Board of Commissioners of Delaware County hereby approves the purchase and accompanying Purchase Order for \$600.00 to Columbus Signworks for the necessary safety striping on the rear of the vehicle.

Section 6. This Resolution shall take immediate effect upon passage.

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

RESOLUTION NO. 11-81

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR JOB AND FAMILY SERVICES:

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

Supplemental Appropriation		
22311611-5201	WIA/Materials & Supplies	15,000.00
22311611-5348	WIA/Client Services	280,000.00
22411601-5250	Public Assistance/Minor Tools	10,000.00
22411604-5370	Children's Services/Claims	20,000.00
22411606-5305	JFS Social Services/Training	8,000.00
23311324-5301	Re-Entry/Professional Services	30,000.00

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

RESOLUTION NO. 11-82

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE JRS GROUP, LTD.; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE DELAWARE COUNTY COMMISSIONERS FOR THE RE-ENTRY COORDINATOR GRANT TO DEVELOP A 5 YEAR STRATEGIC PLAN:

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

Whereas, the Director of Job & Family Services recommends approval of the contract with JRS Group, Ltd;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract with JRS Group, Ltd.

AGREEMENT FOR ORGANIZATION LEADERSHIP DEVELOPMENT
DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

This contract is entered into this 6th day of January, 2011 by and between THE JRS GROUP, LTD., (hereinafter, “Provider”) , whose address is 6405 Lake Trail Drive, Westerville, OH 43082, the Delaware County Department of Job & Family Services (hereinafter the “Department”), whose address is 140 North

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 24, 2011**

Sandusky St., 2nd Floor, Delaware, Ohio 43015, and the Delaware County Board of County Commissioners (hereinafter, the “Board”), whose address is 101 North Sandusky St., Delaware, Ohio 43015 (hereinafter collectively, the “Parties”).

PURPOSE OF CONTRACT:

The purpose of this Contract is to state the covenants and conditions under which the Provider will provide services.

TERM:

January 6, 2011- March 1, 2011

SCOPE OF SERVICES:

The Services to be provided under this Contract to DCDJFS by the Provider are set forth and are more fully described in Appendix I.

REMUNERATION:

The Provider understands and agrees that it shall receive a fee of \$185.00 per hour. The total amount of this contract shall not exceed \$8325.00.

The Provider understands and agrees that certain expenses incurred while providing services under this Agreement may be reimbursed by the Department. The Provider understands and agrees that it must submit invoices to the Department on a monthly basis in order for those expenses to qualify for reimbursement. The Department agrees to review all invoices submitted and authorize, with adjustments if needed, reimbursement for expenses or services documented by the invoices within fifteen working days their receipt.

INDEPENDENT CONTRACTOR:

The Provider understands and agrees that it shall provide services for the Department as independent contractors and, as such, are not employees of the Department or of Delaware County. The Provider understands and agrees that as independent contractors they are responsible for complying with all federal, state and local laws, including but not limited to: reporting income for federal, state and local income tax purposes; reporting for and paying self employment taxes; reporting for and paying for workers compensation; establishing a retirement plan, if desired; and/or purchasing hospitalization and other insurance coverage, if desired.

CONFIDENTIAL INFORMATION:

The Provider understands and agrees that the use or disclosure of information received or collected by the Provider during the provision of services to under this Agreement is to remain confidential.

HOLD HARMLESS:

The Provider agrees to hold harmless the Department, the Delaware County Board of County Commissioners and the Ohio Department of Job & Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.

COMPLIANCE WITH LAW:

The Provider agrees to maintain compliance with all federal, state and local laws and regulations that govern the provision of the services to be contemplated under this Agreement.

DISCRIMINATION:

The Department and the Provider agree that there shall be no discrimination against any client or any other individuals because of race, color, sex, national origin or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments in the performance of this Agreement. It is further agreed that the Provider will fully comply with all the appropriate federal, state and local laws regarding such discrimination, and the right to and method of appeal will be made available to all persons receiving services under this Agreement.

OVERPAYMENT:

In the event the Provider receives an overpayment, the Provider agrees to repay the Department the amount to which they were not entitled.

TERMINATION:

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 24, 2011

This Agreement may be terminated by the Provider or by the Department upon seven calendar day's written notice. The failure of the Provider to honor the terms of this Agreement and/or the related federal, state and local laws and regulations applicable to services rendered under this Agreement shall result in immediate termination of this Agreement. If circumstances require changes in any of the terms of this Agreement, the Provider must notify the Department immediately.

The Provider understands and agrees that payment by the Department for all services provided under this Agreement depends upon the federal, state or local funds for reimbursement.

The Provider understands and agrees that the termination of federal, state or local reimbursement may require changes to or termination of this Agreement. Such changes or termination will be effective on the date that the federal, state or local reimbursement is terminated or at any later date determined by the Department.

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 agreement more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13 (I) (1) and (J) (1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

DMA FORM STATEMENT:

Provider 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, Provider 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.

NOTICES:

All notices which may be required by this Agreement or by operation of any rule of law shall be sent via certified mail to the following addresses and shall be effective on the date received:

Provider:

Jacqueline Romer-Sensky
The JRS Group Ltd.
6405 Lake Trail Drive
Westerville, OH 43082

DCDJFS:

Mona Reilly, Director
Delaware County Department of
Job and Family Services
140 N. Sandusky St.
Delaware, Ohio 434015

FINDINGS FOR RECOVERY:

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

SEVERABILITY:

If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

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.

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 24, 2011

ENTIRE AGREEMENT:

This Agreement (and its Attachments) shall constitute the entire understanding and agreement between the Provider and the Department, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

Appendix A

Project Manager meetings throughout process	Meeting, on-site 1.5 hours x 3	\$832.50
Develop Context / Environmental Scan <ul style="list-style-type: none">• Focus Group(s) – One or Two• Survey Monkey with target audience (if applicable)• Compilation of staff data• Synthesis/Analysis/Present collected data to inform Task Force	Context/Scan Presentation 19.5 hours	\$3,607.50
Task Force Session One: <ul style="list-style-type: none">• Approve planning process & timeline• Setting the stage: Context/Environmental Scan presentation• Refresh/Create Charter documents:<ul style="list-style-type: none">◦ Vision, Mission, Core Values• Initial Board thoughts on challenges and opportunities	Preparation, Facilitation, Notes 7 hours	\$1,295.00
Task Force Session Two <ul style="list-style-type: none">• Adopt Charter documents• Select goals & Identify potential strategies• Identify performance metrics	Preparation, Facilitation, Notes 7 hours	\$1,295.00
Task Force Session Three <ul style="list-style-type: none">• Review draft strategic plan, identify short-term action steps• Clarify implementation roles & responsibilities• Adopt strategic plan	Preparation, Facilitation, Plan 7 hours	\$1,295.00
Work Group Facilitation (optional, dependent on process) <ul style="list-style-type: none">• Two, 60 minute sessions	Preparation, Facilitation, Notes 2 hours	ProBono
	TOTAL ESTIMATE	\$8,325.00
Final Deliverables: <ul style="list-style-type: none">◦ Task Force Notes◦ Completed 5-year Strategic Plan◦ Completed Power Point Presentation		

Thank you for considering The JRS Group, Ltd. for this engagement. If you need additional information or clarification, please do not hesitate to contact me directly at (614) 794-1181 or at jrsensky@aol.com.

Respectfully submitted,



Jacqueline Romer-Sensky
President

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

RESOLUTION NO. 11- 83

IN THE MATTER OF APPROVING THE JOB AND FAMILY SERVICES 2011 REQUIRED TRAVEL TRAINING REQUESTS:

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

TO: The Board of County Commissioners
 Delaware County, Ohio

Required Training/Meetings

Cost of training to be paid from local/state/federal appropriated funds
Following are itemized the anticipated expenses necessary to be incurred during such period.
NOTE: The total will be the maximum that would be reimbursed. Staff will use a county vehicle if available, reasonable and efficient.

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 24, 2011**

1.

I hereby request authorization for:

Positions classified as Social Services Worker 3, Social Services Worker 2, Social Services Supervisor, and Children Services Administrator

to attend, at the expense of Delaware County, required child welfare training at various locations, primarily 855 W. Mound Street, Columbus for the period of 01/01/11 through 12/31/11.

(6 trainings x 18 staff x 80 miles x \$0.40)		
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$	3,456
Parking for <u>actual</u> cost	\$	200
Registration for <u>actual</u> cost (specialized training x 9 staff x \$150.00)	\$	<u>1,350</u>
Approximate of total request	\$	5,006

2.

I hereby request authorization for:

Positions classified as Fiscal Supervisor, Office Manager, Fiscal Specialist, Account Clerk 2, Clerical Specialist, Social Services Worker 3, Social Services Worker 2, Social Supervisor, and Children Services Administrator

to attend, at the expense of Delaware County, quarterly SIS/SACWIS meetings at various locations for the period of 01/01/11 through 12/31/11.

(4 meetings x 100 miles x \$0.40)		
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$	160
Parking for <u>actual</u> cost (4 meetings x \$10.00)	\$	40
Registration for <u>actual</u> cost		<u>-0-</u>
Approximate of total request	\$	200

3.

I hereby request authorization for:

Positions classified as Children Services Administrator, Social Services Supervisor, Social Services Worker 3, Social Services Worker 2, Quality Assurance Worker

to attend, at the expense of Delaware County, quarterly foster/adoption coordinator meetings, regional adoption meetings, liaison meetings at Columbus, OH for the period of 01/01/11 through 12/31/11.

(10 meetings x 60 miles x \$0.40)		
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$	240
Parking for <u>actual</u> cost (10 meetings x \$10.00)	\$	100
Registration for <u>actual</u> cost		<u>-0-</u>
Approximate of total request	\$	340

4.

I hereby request authorization for:

Positions classified as Director, Children Services Administrator, Social Services Supervisor, Quality Assurance Worker

to attend, at the expense of Delaware County, quarterly Regional Social Services Supervisor/Administrator meetings at 899 E. Broad Street, Columbus, OH for the period of 01/01/11 through 12/31/11.

(4 meetings x 60 miles x \$0.40)		
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$	96
Parking for <u>actual</u> cost (11 meetings x \$10.00)	\$	<u>-0-</u>
Registration for <u>actual</u> cost	\$	<u>-0-</u>
Approximate of total request	\$	96

5.

I hereby request authorization for:

Positions classified as Clerical Specialist, Employment Services Worker, Employment Services Supervisor, Income Maintenance Worker 3, Income Maintenance Supervisor, Fraud Investigator, Income Maintenance Worker 2/Screeners, Social Services Worker 1.

to attend, at the expense of Delaware County, CRISE and Policy training at Columbus and various locations in Ohio for the period of 01/01/11 through 12/31/11.

(4 staff x 18 days x 60 miles x \$0.40)		
Mileage for personal automobile <u>actual</u> miles at \$0.40		\$1,728
Parking for <u>actual</u> cost		120

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 24, 2011

Registration for <u>actual</u> cost	-0-
Approximate of total request	\$1,848

6.
I hereby request authorization for:
Positions classified as Director, Assistant Director, Fiscal Supervisor, Income Maintenance Supervisor, Employment Services Supervisor, Employment Services Worker, Employment Services Representative, Contract Evaluator, Clerical Specialist.

to attend, at the expense of Delaware County, WIA, TANF, or One Stop Technical Assistance meetings, Monthly Workforce Development meetings, One Stop Consortium and RAC meetings, Workforce Development Systems Operations meetings, Area 7 Board Meetings, IM Supervisor meetings, Medicaid Meetings, Quarterly Family Stability Regional meetings, Delaware-Knox- Marion-Morrow Board meetings, at various locations for the period of 01/01/11 through 12/31/101

(100 miles x 12 x \$0.40) + (60 miles x 6 x \$0.40)	
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$ 624
Parking for <u>actual</u> cost(12 meetings x \$10.00)	\$ 120
Registration for <u>actual</u> cost	\$ 320
Approximate of total request	\$ 1,064

7.
I hereby request authorization for:
Positions classified as Employment Services Supervisor, Social Services Worker 1

to attend, at the expense of Delaware County, Monthly Child Care meetings, at various locations for the period of 01/01/11 through 12/31/11.

(12 meetings x 60 miles x \$0.40)	
Mileage for personal automobile <u>actual</u> miles at <u>\$0.40</u>	\$288
Parking for <u>actual</u> cost (12 meetings x \$10)	\$120
Approximate of total request	\$408

8.
I hereby request authorization for:
Positions classified as Employment Services Supervisor, Social Services Worker 1

to attend, at the expense of Delaware County, Quarterly Child Care meetings at various locations in Ohio for the period of 01/01/11 through 12/31/11.

(4 meetings x 100 miles x \$0.40)	
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$ 160
Parking for <u>actual</u> cost	40
Registration	80
Approximate of total request	\$ 280

9.
I hereby request authorization for:
Income Maintenance Supervisor, Fraud Investigator
to attend, at the expense of Delaware County, Quarterly Fraud/Overpayment meetings at various locations for the period of 01/01/11 through 12/31/11.

(100 miles x 4 meetings x \$0.40)	
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$ 160
Parking for <u>actual</u> cost	
Registration for <u>actual</u> cost	40
Approximate of total request	\$ 200

10.
I hereby request authorization for:
Positions classified as Director, Assistant Director, Fiscal Supervisor, Employment Services Supervisor, Employment Services Counselor, Employment Services Representative, Contract Evaluator.

to attend, at the expense of Delaware County, Chamber of Commerce Functions, One Stop or WIA Trainings and Workshops at various locations for the period of 01/01/11 through 12/31/11.

(1 car x 60 miles x 9 x \$0.40)	
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$ 216
Parking for <u>actual</u> cost	\$ 150
Registration for <u>actual</u> cost(\$20 x 3 staff x 9 functions)	\$ 540
Approximate of total request	\$ 906

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 24, 2011**

11.

I hereby request authorization for:

Positions classified as Director, Assistant Director, Income Maintenance Supervisor, Employment Services Supervisor, Administrative Assistant, Children Services Administrator, Social Services Supervisor, Fiscal Supervisor, Quality Assurance Worker

to attend, at the expense of Delaware County, Quarterly PCSAO (Public Children Services Assoc. of Ohio), ODJFS (Ohio Job and Family Services Directors Assoc.), ODJFS Children Services Directors, NW District Directors meetings, OJFSDA Committee Meetings, WIA Administrator Meetings/Trainings at various locations for the period of 01/01/11 through 12/31/11.

(44 meetings x 75 miles x \$0.40)

Mileage for personal automobile <u>actual</u> miles at \$0.40	\$	1,320
Parking for <u>actual</u> cost (24 meetings x \$10)	\$	240
Registration for <u>actual</u> cost	\$	<u>1,000</u>
Approximate of total request		\$2,560

12.

I hereby request authorization for:

Positions classified as Director, Assistant Director, Fiscal Supervisor, Fiscal Technician, Employment Services Supervisor, Contract Evaluator

to attend, at the expense of Delaware County, Quarterly Fiscal/WIA/OJFSDA meetings at Columbus and various locations for the period of 01/01/11 through 12/31/11.

(10 meetings x 60 miles x \$0.40)

Mileage for personal automobile <u>actual</u> miles at \$0.40	\$	240
Parking for <u>actual</u> cost		60
Registration for <u>actual</u> cost (\$15 x 3 staff x 6 meetings)	\$	<u>270</u>
Approximate of total request	\$	570

13.

I hereby request authorization for:

Positions classified as Assistant Director, Fiscal Supervisor, Fiscal Technician, Account Clerk 2

to attend, at the expense of Delaware County, Annual PET & QUIC user meetings (fiscal software at various locations) for the period of 01/01/11 through 12/31/11.

(4 days x 100 miles x \$0.40)

Mileage for personal automobile <u>actual</u> miles at \$0.40	\$	160
Parking for <u>actual</u> cost		-0-
Registration for <u>actual</u> cost		<u>900</u>
Approximate of total request		\$1,060

14.

I hereby request authorization for:

Positions classified as Director, Assistant Director, Employment Services Supervisor, Administrative Assistant, Children Services Administrator

to attend, at the expense of Delaware County, Monthly JFSDA and PCSAO meetings at various locations for the period of 01/01/11 through 12/31/11.

(24 days x 60 miles x \$0.40)

Mileage for personal automobile <u>actual</u> miles at \$0.40	\$	576
Parking for <u>actual</u> cost		200
Registration for <u>actual</u> cost		<u>500</u>
Approximate of total request		\$1276

15.

I hereby request authorization for:

Positions classified as Income Maintenance Supervisor, Employment Services Supervisor

to attend, at the expense of Delaware County, Quarterly MIS & Northwood's meetings at various location in Central Ohio for the period of 01/01/11 through 12/31/11.

(4 days x 60 miles x \$0.40)

Mileage for personal automobile <u>actual</u> miles at \$0.40	\$	96
Registration for <u>actual</u> cost		<u>-0-</u>
Approximate of total request	\$	96

16.

I hereby request authorization for:

Positions classified as Income Maintenance Supervisor, Employment Services Supervisor, Fiscal Supervisor

to attend, at the expense of Delaware County, Bi-annual TPOC meetings at Columbus for the period of 01/01/11 through 12/31/11.

(2 days x 60 miles x \$0.40)

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 24, 2011

Mileage for personal automobile <u>actual</u> miles at \$0.40	\$	48
Parking for <u>actual</u> cost		30
Registration for <u>actual</u> cost		<u>-0-</u>
Approximate of total request	\$	78

17.
I hereby request authorization for:
Positions classified as Employment Services Supervisor, Employment Services Counselors, Employment Services Representatives

to attend, at the expense of Delaware County, Career and/or Education Fairs, Job Fairs, Youth Skills Competitions, Youth Services Field Trips, Youth Conferences at various locations for the period of 01/01/11 through 12/31/11.

(12 trips x 100 miles x \$0.40)		
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$	480
Parking for <u>actual</u> cost (12 x \$10)		120
Registration/Admission Fees for <u>actual</u> cost		250
Meals (10 lunches x \$10)		<u>100</u>
Approximate of total request	\$	950

18.
I hereby request authorization for:
Positions classified as Re-entry Coordinator

to attend, at the expense of Delaware County, various district meetings and visits to prisons at various locations for the period of 01/01/11 through 12/31/11.
(12 trips x 100 miles x \$0.40)
Mileage for personal automobile actual miles at \$0.40 \$ 480
Parking for actual cost 50
Approximate of total request \$ 530

Requested/Recommend by: Mona Reilly, Director
Delaware County Department of Job and Family Services

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

RESOLUTION NO. 11- 84

A RESOLUTION AUTHORIZING DELAWARE COUNTY MEMBERSHIP IN MID-OHIO DEVELOPMENT EXCHANGE (MODE):

It was moved by Mr. Thompson , seconded by Mr. Spapleton to authorize the following:

Whereas, the mission of the Mid-Ohio Development Exchange is to be a catalyst for regional growth, in partnership with community and business leaders, and

Whereas, membership in MODE includes investment in the Columbus2020! public-private partnership, and

Whereas, MODE was founded to facilitate attracting new businesses to an area, to work with existing businesses on retention and expansion needs, to improve the education and training of development professionals and to address issues that effect the development and business community, and

Whereas, MODE provides networking opportunities for economic development professionals on a regular basis, and

Whereas, Columbus2020! is a public-private partnership designed to leverage the Columbus region’s world-class research and academic institutions, diverse industries, and position as the state capital to become an economic development nationwide leader, and

Whereas, the Columbus2020! investment and partnership provides support for existing industry initiatives, retention programs, lead generation, operational support for MODE and the following newly expanded services:

- A global marketing and business development program that is fully staffed;
- A fully staffed research team to provide regional business information and intelligence to help inform and upgrade local efforts;
- A comprehensive existing industry strategy to better understand, assist, and leverage existing industry and business networks;
- Implementation of the recently won \$250,000 Ohio Department of Development Grant for the regional early warning network;

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 24, 2011

- A regional economic summit and conference which celebrates successes and allows regional leaders to participate in the plan of work for the upcoming year;
- Coordination with the private sector leadership. The Columbus2020! initiative is expected to secure nearly \$4 million dollars annually from the private sector, leveraging local public dollars exponentially.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

SECTION I. That the Board of Commissioners authorizes the membership to MODE in the amount of \$16,199.00 for 2011.

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

RESOLUTION NO. 11-85

IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF THE REVOLVING LOAN FUND
AND PROGRAM INCOME SEMI-ANNUAL REPORTS WITH THE OHIO DEPARTMENT OF
DEVELOPMENT, OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS:

It was moved by Mr. Thompson , seconded by Mr. Stapleton to authorize the submittal of RLF report:

WHEREAS, the Ohio Department of Development provides financial assistance to Delaware County under the Community Development Block Grant (CDBG) Program; and

WHEREAS, Delaware County has a Revolving Loan Fund and Program Income Fund, which is capitalized with Community Development Block Grant (CDBG) funds, with use of these funds having a National Objective of assisting eligible low-moderate income households; and

WHEREAS, Office of Housing and Community Partnerships (OHCP) in the Ohio Department of Development (ODOD) has requested that Delaware County significantly reduce its Revolving Loan Fund (RLF) balance by spending said funds on eligible CDBG activities meeting a CDBG National Objective; and

WHEREAS, the Ohio Department of Development requires the County to submit a report of the RLF/Program Income funds for their review.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. The Delaware County Board of Commissioners hereby authorizes to accept and submit the Semi-Annual RLF/Program Income Reports for the period July 1, 2010 – December 31, 2010 to Ohio Department of Development, Office of Housing and Community Partnership.

Section 2. The Board of Commissioners authorizes the President of the Board to sign the ED RLF Semi-Annual Report and the Program Income Report for July 1, 2010 – December 31, 2010.

Comm. Nbr. 1AT		
<u>Housing Semi-Annual Program Income Report</u>		
<u>1. Housing Program Income Status:</u>		Receipts/Disbursements (<u>Since Last Report</u>)
<u>CDBG Funds</u>	<u>HOME Funds</u>	
= \$ 75,393.43	\$0.00	Balance as of <u>06/30/10</u>
+ \$ 1,200.00	\$0.00	(Beginning of Report Period)
+ \$0.00	\$0.00	Program Income Received
- \$26,077.13	\$0.00	Bank Interest Received
- \$0.00	\$0.00	Program Costs (must match total section 2)
= \$ 50,516.30	\$0.00	Administrative Costs
\$	\$0.00	Available Cash Balance as of <u>12/31/2010</u>
		Balance Reserved for CHIP Prog.

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 24, 2011

2. Detailed Activity Information for Housing Program Income:				
<u>Program Activity</u> <u>Outcomes*</u>	<u>CDBG Funds</u>	<u>Outcomes*</u>	<u>HOME Funds</u>	
Downpayment Assistance (DPA):	\$ 0.00	0	\$0.00	0
DPA/Private Rehabilitation:	\$ 0.00	0	\$0.00	0
Private Rehabilitation:	\$ 0.00	0	\$0.00	0
Home Repair:	\$ 26,077.13	3 units	\$0.00	0
Private Rental Rehab:	\$ 0.00	0	\$0.00	0
New Construction:	\$ 0.00	0	\$0.00	0
Tenant Based Rental Assist:	\$ 0.00	0	\$0.00	0
Other Program Costs:	\$ 0.00	0	\$0.00	0
Total Program Costs:	\$ 26,077.13		\$0.00	
On an additional sheet, identify any issues or concerns with the above listed program costs and outcomes. Include all costs but only list as an outcome if the unit/project has been completed and reviewed by local program staff.				
*Outcomes should be reported in total Units Completed in this Reporting Period.				

Comm. Nbr: 1AT

ED RLF Semi – Annual Report

1. Loan Portfolio Status Report:		Receipts/Disbursements (Since Last Report)
Balance as of 6/30/10 (Beginning of Report Period)	= \$ 964,244.39	
	+ \$ 0	Bank Interest
	+ \$ 8,560.88	Principal Received
	+ \$ 2,137.13	Loan Interest Received
	- \$ 0	Fees Received
	- \$ 0	Administrative Costs
	- \$ 88,934.46	Powell Business Incubator Project
	- \$ 8,481.20	Central Ohio Mental Health-Public Rehab
	- \$ 25,000.00	Shawnee Hills-ADA Sidewalks
	- \$ 5,545.73	Formula 2009-Ashley Street Improvements
	- \$ 32,695.00	Delaware Community Housing Improvements
Available Cash Balance as of 12/31/10	= \$ 814,286.01	
Amounts Reserved for Loan Guarantees or Amounts of Other RLF Liabilities	\$646,013	

2. Portfolio Status on all Loans		(From your attached loan list, insert the total number, and amount of loans in the Appropriate Categories)						
Loan Status	(#)	CDBG Loan Balance	(#)	< 30	(#)	>30 <60	(#)	>60

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 24, 2011

Delinquent:	(1)	\$ 14,304.04	(0)	_____	(1)	\$ 14,304.04	(0)	\$ _____
Default:	(2)	\$ 96,432.71	(0)	_____	(0)	_____	(2)	\$96,431.71
Current:	(0)	\$ 28,438.19						
Total Loans	(0)	\$ 139,179.94						

On an additional sheet, identify by name all loans reported in section 2 as being delinquent or defaulted, and describe efforts to resolve these delinquent or defaulted loans. Loans later than 60 days are considered Non Performing Assets.

Date Printed: 12/29/10

RLF SEMI-ANNUAL LIST OF LOANS
(CDBG Funded Loan)

Community N: IAT

Community Name: Delaware County

Business Name	Loan Date	ED/ RLF	CDBG loan Amount	CDBG loan Balance	Loan Term		Payment Terms	Projected Jobs		Actual Jobs		Securit y	Amt. Paid Prev. 6 Months		Pay
					Rate	Term		Created	#LMI	Created	# LMI		Principal \$	Interest \$	
3rd Degree Tanning	6/1/2004	RLF	\$50,000	17,766.83	3.5%	84 Mo.	Monthly	10	6	14	14	2 nd RE & Equip	3,255.03	266.69	C
Absolute Impressions	5/1/2004	RLF	\$37,250	10,671.36	4.0%	180 Mo.	Monthly	2	2	2	2	2 nd RE	947.50	150.19	C
Dr. David Zehnder	05/21/1999	RLF	\$ 45,000	14,304.04	5.50%	180 Mo.	Monthly	4.0	3.0	5.0	2.0	2 nd L&B	2,076.16	497.67	Delinquent 1 mo.
Quality Assured Products, Inc.	03/15/1999	RLF	\$ 60,000	20,291.19	5.50%	180 Mo.	Monthly	6.0	4.0	11.0	8.0	2 nd L&B	395.40	94.81	Default 5 mos.
Stare Farm Insurance	04/15/1998	RLF	\$ 30,000	0	5.75%	180 Mo.	Monthly	2.0	2.0	1.0	0.0	2 nd L&B	1,221.18	143.38	C
The Coop Restaurant	2/1/05	RLF	\$127,600	76,141.56	3.50%	84 Mo.	Monthly	21	11	8.5	8	1 st on M&E – all assets	665.61	984.39	Default
TOTALS	XXXXX	X		139,174.98	XX	XX	XXXXXX					XXXXX	8,560.88	2,137.13	XXXX

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 24, 2011**

RESOLUTION NO. 11-86

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS MAYS CONSULTING AND EVALUATION SERVICES, INC. FOR THE ALUM CREEK WRF ROOF SYSTEM EVALUATION:

It was moved by _____, seconded by _____ to approve the following:

**CONSULTING SERVICES CONTRACT
ALUM CREEK WRF ROOF SYSTEM EVALUATION**

Section 1 – Parties to the Agreement

Agreement made and entered into this 24th day of January 2011 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and the firm of Mays Consulting & Evaluation Services, Inc., P.O. Box 1020, Delaware, Ohio 43015 (“Consultant”).

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer as Administrator and agent of the Board for Work performed in accordance with this Agreement. The Administrator shall have general supervision of the Work and authority to order commencement or suspension thereof.

Section 3 – Scope of Services (Work)

Consultant agrees to furnish, unto the County, roof system evaluation and consulting services in accordance with the Consultant’s proposal dated November 26, 2010, pages 1, 2, 3, 4, 5, and 7 of which are attached hereto and, by this reference, hereby made part of this Agreement (hereinafter “the Proposal”). Consultant shall perform the Work in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Consultant shall perform the Work as expeditiously as is consistent with professional care and skill and the orderly progress of Consultant’s part of the project.

Section 4 – Compensation

Compensation for Work performed under this Agreement shall be in accordance with the Proposal.

Section 5 – Payment

Compensation shall be paid periodically, but no more than once per month, and shall be based on invoices in accordance with the Proposal. Invoices shall be submitted to the Administrator by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

Section 6 – Term

This Agreement shall take immediate effect upon execution, and Consultant shall commence Work upon written authorization of the Administrator.

Section 7 – Insurance

- 7.1 **General Liability Coverage:** Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subconsultants, if any.
- 7.2 **Automobile Liability Coverage:** Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subconsultants, if any.
- 7.3 **Workers’ Compensation Coverage:** Consultant shall maintain workers’ compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subconsultants, if any.
- 7.4 **Additional Insureds:** The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Consultant shall require all of its subconsultants to provide like endorsements.
- 7.5 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Consultant, and all of its subconsultants, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement, as well as properly executed endorsements indicating the additions required by Subsection 7.4. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Liability and Warranties

To the fullest extent permitted by law, neither party shall be liable to the other for any incidental, indirect or

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 24, 2011**

consequential damages arising out of or connected in any way to the Work or this Agreement. This mutual waiver shall include, but not be limited to, loss of profit, loss of business or income, or any other consequential damages that either party may have incurred from any cause of action whatsoever. Consultant's total liability for claims and damages arising out of this Agreement shall be limited to the total amount of Consultant's fee.

Regardless of any other term or condition of this Agreement, Consultant makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

The Consultant shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form including mold, and Consultant shall have no responsibility for the health hazards, injuries, damages, remedial measures, or costs that may be caused by such hazardous materials.

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, the Consultant shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subconsultants, and their employees and agents' subconsultants and their employees or any other person for whose acts any of them may be liable.

Section 9 – Suspension or Termination of Agreement

The County may suspend or terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Consultant ordering termination of Work. The Consultant shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

Section 10 – Change in Scope of Work

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties in writing.

Section 11 – Miscellaneous Terms & Conditions

- 11.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 11.2 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 11.3 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 11.4 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 11.5 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.6 **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 24, 2011

- 11.7 Findings for Recovery: Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 11.8 Homeland Security: Consultant certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Consultant agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and “No” being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.
- 11.9 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subconsultant, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

- 11.10 Campaign Finance – Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The 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 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.

(Copy of proposal available in the Commissioners’ Office until no longer of administrative value).

Vote On Motion Mr. Thompson Aye Mr. O’Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 11-87
IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR ALUM CREEK:

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

Supplemental Appropriation		Amount
66611904-5301	Alum Creek RF	\$99,695.00
Vote On Motion	Mr. Stapleton Aye Mr. O’Brien Aye Mr. Thompson Aye	

RESOLUTION NO. 11-88
IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Emergency Medical Services recommends to approve the resignation of Chad Fortner as a part-time paramedic with the EMS Department; effective date June 21, 2010.

Therefore, be it resolved that the Delaware County Board of Commissioners approve the resignation of Chad Fortner as a part-time paramedic with the EMS Department; effective date June 21, 2010.

Vote On Motion Mr. O’Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 24, 2011**

RESOLUTION NO. 11-89

IN THE MATTER OF RESCINDING RESOLUTION NOS. 10-1231, 10-1232, AND 10-1233 AND ASSIGNING THE RIGHTS AND RESPONSIBILITIES OF THE CONTRACTS APPROVED THEREIN TO THE CITY OF DELAWARE:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to rescind the following resolutions:

WHEREAS, on September 20, 2010, the Delaware County Board of Commissioners (the “Board”) approved Resolution Nos. 10-1231, 10-1232, and 10-1233, approving contracts with, respectively, B&B Wrecking, B&K Lehner Excavating, and Baumann Enterprises for the demolition of properties under the Neighborhood Stabilization Program (“NSP”); and

WHEREAS, as of the current date, the contractors named above have not executed their respective contracts, meaning no contractual relationship has been created between the Board and the respective contractors; and

WHEREAS, the City of Delaware, through an agreement with the Board, administers the joint NSP for Delaware County and the City of Delaware; and

WHEREAS, the Board and the City of Delaware have determined that the City of Delaware should hold the contracts for the demolition of properties under the NSP; and

WHEREAS, the Board has complied with all competitive bidding requirements necessary for the City of Delaware to execute the contracts;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby rescinds Resolution Nos. 10-1231, 10-1232, and 10-1233, thereby canceling the unexecuted contracts with B&B Wrecking, B&K Lehner Excavating, and Baumann Enterprises for the demolition of properties under the NSP.

Section 2. The Board hereby assigns the rights and responsibilities of said contracts to the City of Delaware.

Section 3. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the City of Delaware and the contractors named in Section 1 of this Resolution.

Section 4. The Clerk of the Board is further directed to cause copies of the contracts, and any and all bid documents related thereto, to be provided to the City of Delaware for execution and performance thereof.

Section 5. This Resolution shall take immediate effect upon adoption.

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

COMMISSIONERS’ COMMITTEES REPORTS

Mr. O’Brien – None

Mr. Thompson – None

Mr. Stapleton – Attended CCAO Board Meeting – much discussion regarding the State budget and how it will effect the county budgets.

RESOLUTION NO. 11-90

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES AND FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Thompson , seconded by Mr. O’Brien to adjourn into Executive Session at 10:40 AM.

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

RESOLUTION NO. 11-91

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Thompson , seconded by Mr. Stapleton to adjourn out of Executive Session at 11:30

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 24, 2011

AM.

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

There being no further business, the meeting adjourned.

Ken O'Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners