

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 26, 2011**

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

Present:
Dennis Stapleton, President
Ken O'Brien, Vice President
Tommy Thompson, Commissioner

8:30 AM Adjourning Into Executive Session For Consideration Of Appointment, Employment, Dismissal, Discipline, Promotion, Demotion Or Compensation Of A Public Employee Or Public Official

10:00 AM Public Session

RESOLUTION NO. 11-553

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

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn into Executive Session at 8:30AM.

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

Commissioner Thompson was not available during the following vote.

RESOLUTION NO. 11-554

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mr. Stapleton to adjourn out of Executive Session at 9:47AM.

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

RECESS UNTIL 10:00AM

RECONVENE 10:00AM

RESOLUTION NO. 11-555

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 23, 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 May 23, 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. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 11-556

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM WORK SESSION HELD MAY 23, 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 a work session on May 23, 2011; and

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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 work session 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 work session.

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

PUBLIC COMMENT

SUSAN HANSON, Executive Director Of Helpline
EARL J. CROWE, F-ABMDI Coroner Investigator, Delaware County Coroner's Office
STEPHEN HEDGE, Executive Director Delaware/Morrow Mental Health Recovery Services Board
-Delaware County's Suicide Statistics And How People Can Make Contact With Helpline

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 11-557

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND
PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0526, MEMO TRANSFERS IN BATCH
NUMBERS MTAPR0526:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0526, memo transfers in batch numbers MTAPR0526 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Decrease			
SAFY	Residential Treatment	22511607-5342	\$ 7,500.00
PO' Increase			
Youth Advocate Services	Residential Treatment	22511607-5342	\$ 7,402.15
Delaware Cab	JFS Transportation Services	22411601-5355	\$ 20,000.00
Fortis College	JFS Client Services Program	22311611-5348	\$ 6,000.00

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line
R1103871	GARDNER ARCHITECTS	ARCHITECTURAL SERVICE CONTRACT	10011303 - 5301	\$15,500.00	0001
R1103965	CHRISTIAN CHILDRENS HOME OF OHIO INC	RESIDENTIAL TREATMENT	22511607 - 5342	\$32,000.00	0001
R1103989	UNITED METHODIST CHILDRENS HOME	RESIDENTIAL TREATMENT	22511607 - 5342	\$37,000.00	0001
R1104482	OSTRANDER IMPLEMENT & GARDEN CTR INC	ON THE JOB TRAINING	22311611 - 5348	\$8,000.00	0001
R1104490	INDOOR WIRELESS INC	INDOOR WIRELESS JUVENILE	41411435 - 5450	\$14,500.00	0001

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

RESOLUTION NO. 11-558

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Court Of Common Pleas (Adult Court Services) is requesting that Doug Missman, Lorrie Sanderson, Mark Taglione and Melinda Bettae attend the 12th Annual Line Staff Training Institute in Columbus, Ohio June 16-17, 2011, at the cost of \$600 (fund number 25622303).

The 911 Communications Department is request that Kathleen Parker, Gloria Rose-James, Karla Jacobs, Erica Delaney and Tricia McMunn attend a Priority Dispatch Training class in Delaware, Ohio June 1-3, 2011, at the cost of \$1,600.00. (Fund Number 21411306).

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

RESOLUTION NO. 11-559

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

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

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

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

AREA 7 PY11 SUB-GRANT AGREEMENT

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

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

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

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

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

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

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

This agreement becomes effective upon July 1, 2011 or the date of signature, whichever is later, and shall be in effect through June 30, 2012.

I. DUTIES OF THE AREA 7 BOARD

Under this agreement, the Area 7 Board shall be the awarding entity. The Board shall notify each Sub-Grantee

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of the amount of its grant by an official allocation letter which is to be signed by the local JFS Director and returned to the Area 7 Board. Any change in the grant amount shall be subject to the same procedure.

The Area 7 Board shall be responsible for:

Planning

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

Policy Development

- ? Develop and maintain policies for the following:
 - ? Incumbent Worker Training
 - ? Identification and selection of eligible training providers (adult and youth)
 - ? Individual Training Accounts
 - ? Negotiation of local MOUs
 - ? Oversight and monitoring
 - ? Allocation and reallocation of funds
 - ? Selection, designation, and certification of One-Stop operators
 - ? One-Stop system
 - ? Residency issues
 - ? Self-sufficiency
 - ? Supportive services
 - ? Determination of limited funds
 - ? Priority of services for limited funds
 - ? Definition of serious barriers to employment
 - ? Registration/eligibility determination and documentation
 - ? Assessment
 - ? Follow-up and post placement services
 - ? Exceptions to use of ITAs
 - ? Dealing with MOU impasse situations
 - ? RFP and contract guidelines
 - ? EEO procedures
- ? Sub-Grant Agreements
 - ? Develop format
 - ? Facilitate distribution and signing
 - ? Modify as necessary
 - ? Maintain and monitor
 - ? Ensure compliance
- ? Fiscal
 - ? Approve allocation formula for Sub-Grantees
 - ? Establish and administer policy for reallocation within Area 7
 - ? Receive and monitor fiscal reports
 - ? Prepare budget for Board operation
 - ? Ensure cash management principles with Fiscal Agent
 - ? Work with Fiscal Agent to release and account for funds, including grant closeout procedures, as required by WIA
 - ? Operate and carry out Area 7 functions within the budget adopted by the Area 7 Board, with agreement of the Area 7 Chief Elected Officials Consortium, and based on withholding a percentage of WIA funds from each Sub-Grantee based upon the agreement of the Area 7 Board and the Consortium
 - ? Work with the Fiscal Agent to assist Sub-Grantees in making efficient and effective use of funds
 - ? Assist Sub-Grantees with resolution of audits or problems related to federal, state, or local funds
 - ✗ Area 7 Board staff shall be responsible for audit resolution in conjunction with the Area 7 Fiscal Agent and the Sub-Grantee.
 - ✗ Instances of continuing noncompliance with program, fiscal, or policy requirements may result in withholding of funds from the Sub-Grantee by agreement of the Area 7 Board and the Chief Elected Officials Consortium. Any such proposed action would be subject to redress through the dispute resolution process contained in this agreement.

Monitoring, Audits, and Audit Resolution

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

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

One Stops

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

Grant Applications

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

Business Relation Functions

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

Youth Council

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

II. DUTIES OF THE SUB-GRANTEES

Under this agreement, the Sub-Grantee will be responsible for establishing and operating comprehensive workforce development activities throughout the Sub-Grantee's one-stop system, within the guidelines established by Area 7. The Sub-Grantee will carry out these duties through a partnership of Chief Elected Officials.

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

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

Workforce Development System

- ? Establish and operate a WIA-compliant workforce development system, which provides services pursuant to WIA to eligible individuals and employers
- ? Maintain a business-driven partnership with elected officials
- ? Develop, submit, and monitor workforce investment plans as required by WIA and by Area 7 guidelines
- ? Administer Individual Training Accounts and support accounts within the guidelines established by the Area 7 Board, including the posting of all training and support accounts in Gazelle
- ? Provide information for sharing best practices within Area 7
- ? Provide services to employers and job seekers as required under WIA, including the tracking of one-stop traffic via SwipeIT
- ? Cooperate in the complaint and appeals process regarding eligibility for services or terms and conditions of services rendered as required under WIA.

Audits and Monitoring

- ? Provide for oversight and monitoring of local programs
- ? Perform monitoring to ensure compliance with all applicable federal, state, local laws, and board policies
- ? Cooperate with Area 7 staff to provide information and documentation necessary to resolve audit findings

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

One-Stop Operations

- ? Operate One-Stop system under Area 7 Board guidelines and submit changes in One-Stop operators to the Area 7 Board for approval
- ? Maintain One-Stop certification
- ? Negotiate One-Stop system MOUs with local partners and submit to the Area 7 Board for approval

Service Providers

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

Fiscal

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

Performance

Each Sub-Grantee shall meet or exceed the WIA Title I B PY 2011 common measures. Area 7 will review Sub-Grantee performance on a quarterly basis and provide technical assistance. If the Sub-Grantee fails to meet any standard for the Program Year, the Sub-Grantee will be required to submit a corrective action plan to Area 7 and work with Board staff to resolve any performance issues.

Liability

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

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

Disputes

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

Certifications and Assurances

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

This agreement becomes effective upon July 1, 2011 or the date of signature, whichever is later, and shall be in effect through June 30, 2012.

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

RESOLUTION NO. 11-560

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IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR A OFFICE OF
CRIMINAL JUSTICE SERVICES GRANT FOR THE DELAWARE COUNTY DEPARTMENT OF JOB AND
FAMILY SERVICES- REENTRY COALITION:

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

Grant #	2011-JG-B01-T1287
Source:	Ohio Office of Criminal Justice Services>
Grant Period:	01/01/2012- 12/31/2012
Grant Amount:	\$ 108,364.92
Local Match:	<u>\$ 36,121.64 (requesting a waiver)</u>
Total Grant Amount:	\$ 144,486.56

The Grant is a Edward Byrne Memorial Justice Assistance Grant. The grant is designed to help entities in the criminal justice field achieve goals, objective and outcomes measures in various categories. DCDJFS and the Reentry Task Force received a planning grant through OCJS JAG last year to develop a comprehensive five year strategic plan. The submission of this grant request will be to being implementing the strategic plan by providing reentry programming.

If matching funds what is the source of the matching funds? The grant requires a 25% local or state match; federal funds cannot be used to match this grant. DCDJFS is requesting a waiver due to economic hardship for the local match of \$36,121.64. At this time the local match is not in the budget however the Reentry Coalition would request that the match be included in the upcoming budget requests by the Delaware County Commissioners.

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

RESOLUTION NO. 11-561

IN THE MATTER OF APPROVING AN ELECTRICIAN SERVICES CONTRACT BETWEEN THE BOARD
OF DELAWARE COUNTY COMMISSIONERS AND AFFORDABLE CHOICE ELECTRIC, INC. FOR THE 9-
1-1 BACKUP CENTER:

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 recommend approval of the following agreement;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve an electrician services contract with Affordable Choice Electric, Inc. for the 9-1-1 Backup Center.

ELECTRICIAN SERVICES CONTRACT
9-1-1 BACKUP CENTER

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 26th day of May, 2011 by and between the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Affordable Choice Electric, Inc., 2935 East 14th Avenue, Suite 100, Columbus, Ohio 43219 (“Contractor”).

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Director of Emergency Communications 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)

Contractor agrees to furnish, unto the County, electrician services in accordance with the Proposal dated May 9, 2011, attached as Exhibit A and, by this reference, fully incorporated herein. Contractor further agrees to perform the Work promptly and in a skillful and competent manner under the direction of the Administrator and in accordance with accepted professional standards.

Section 4 – Compensation

Compensation for Work performed under this Agreement shall be in accordance with the Proposal. The Fee shall be a Lump Sum not to exceed **Six Thousand Six Hundred Forty-Five Dollars and Ninety-Five Cents (\$6645.95)**. Compensation shall constitute full payment for all labor, equipment and materials required to complete the required Work.

Section 5 – Payment

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Compensation shall be paid on properly submitted and improved invoices. Invoices shall be submitted to the Administrator by the Contractor 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 Contractor shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

Section 6 – Authorization to Proceed, Completion of Work, Delays and Extensions

The Contractor shall commence Work upon written authorization of the Administrator and shall complete the work no later than June 15, 2011. In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

Section 7 – Insurance

- 7.1 General Liability Coverage: Contractor 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.
- 7.2 Automobile Liability Coverage: Contractor 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.
- 7.3 Workers' Compensation Coverage: Contractor 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.
- 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. Contractor shall require all of its subcontractors to provide like endorsements.
- 7.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Indemnification

The Contractor 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 Contractor, 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.

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 Contractor ordering termination of Work. The Contractor shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Contractor 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 only be made upon approval by both parties in writing.

Section 11 – Miscellaneous Terms & Conditions

- 11.1 Prohibited Interests: Contractor 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. Contractor 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 Contractor, 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

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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.
- 11.7 Findings for Recovery: Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 11.8 Homeland Security: Contractor 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, Contractor 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: Contractor hereby certifies that it is, and for the life of this Agreement shall remain, in compliance with all applicable State, Federal, and Local laws, rules, regulations, and resolutions regarding non-discrimination and equal opportunity employment.

Proposal, Exhibit A

May 9, 2011

Orange Township Fire Department
7700 Gooding Blvd.
Delaware, Ohio 43015
740-657-8290
740-657-3171 fax
chstewart@orangetwp.org

ATTN: Chief Stewart
REF: Back-up 911 center in basement

Chief Stewart,

Thank you for allowing Affordable Choice Electric (ACE) to quote the above mentioned project. All Permits by others. All data cabling, termination by others. ACE proposes the following:

- 1) Provide 10' of 6" cable tray to be installed by others.
- 2) Provide quad receptacle on ceiling and on data board with 2 separate circuits from emergency panel
- 3) Provide 12" x 2" x 1/4" ground bar mounted by service and tied into building ground with 350 kcmil copper cable. All other grounding requirements by others.
- 4) Provide 3 TV coax boxes with shared 1" EMT to existing cable tray with pull string (coax by others)
- 5) Provide 3 duplex receptacles by coax boxes on 1 EM crkt.
- 6) Provide 4 double duplex receptacles on east wall of basement on 1 EM circuit.
- 7) Provide 4 double duplex receptacles on west wall of basement on 1 EM circuit.
- 8) Provide 4 boxes on east wall for data with 2 home runs of 1" EMT to cable tray.
- 9) Provide 4 boxes on west wall for data with 2 home runs of 1" EMT to cable tray.

Material	\$1,953.00
15% mark-up	\$292.95

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

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 26, 2011

RESOLUTION NO. 11-565

IN THE MATTER OF APPROVING TRANSFER OF FUNDS AND SUPPLEMENTAL APPROPRIATIONS
FOR ENVIRONMENTAL SERVICES:

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

Supplemental Appropriations		
66411904-5801	Bond Reserve Fund/Transfers	44,725.00

Transfer of Funds

The following transfers are necessary to provide adequate funds to meet the Revenue Bond Payments for year 2011

From	To	
66611903-5801	66311901-4601	
URF OECC/Transfers	Bond Service Fund/Interfund Revenue	1,333,189.00
66611904-5801	66311901-4601	
URF ACWRF/Transfers	Bond Service Fund/Interfund Revenue	1,696,786.00
66411901-5801	66311901-4601	
Bond Reserve Fund/Transfers	Bond Service Fund/Interfund Revenue	44,725.00

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien

- Attended And Participated In The Central Ohio Youth Center Meeting; Concerns On Reclaim Funds And Allocations, Less Restrictive Environment Is The Preferred Option For Youth
- Renovations Are Behind Schedule Due To Weather
- Attended And Participated In The EMA Meeting; Toured The Delaware Dam And Reviewed Protocols

-(Regarding Commissioner Thompson's Questions On The Delaware Dam-The Army Core Of Engineer's Issues Are Mandated By the Core (headquartered in Huntington West Virginia) Their Issues Are Flood Control And Recreation Not Drinking Water Concerns

Commissioner Thompson

- Additional Questions On The Delaware Dam Tour; Years Ago The City Asked Questions On Capacity Issues Or Silt Removal
- Attended Community Action Organization Meeting
- Ohio Wesleyan University Is Hosting The NCAA Track And Field Division III Championship This Weekend

Commissioner Stapleton

- This Weekend Is Memorial Day; Honor Those Who Have Served Our County
- Unofficial Start Of Summer Season
- Additional Comments On Ohio Wesleyan University Hosting The NCAA Track And Field Division III Championship This Weekend

RESOLUTION NO. 11-566

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; FOR PENDING OR IMMINENT
LITIGATION AND TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES :

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn into Executive Session at 10:45AM.

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

Commissioner Thompson was not available during the following vote.

RESOLUTION NO. 11-567

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mr. Stapleton to adjourn out of Executive Session at 11:55AM.

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 26, 2011

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

RECESS

RECONVENE 1:30PM

Commissioner O'Brien was not available during the following vote.

RESOLUTION NO. 11-568

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

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn into Executive Session at 1:30PM.

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

RESOLUTION NO. 11-569

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn out of Executive Session at 4:30PM.

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