

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 2, 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

RESOLUTION NO. 11-571

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM
REGULAR MEETING HELD MAY 26, 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 26, 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

RESOLUTION NO. 11-572

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM
EMERGENCY MEETING HELD MAY 27, 2011:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in an emergency session on May 27, 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. Stapleton Aye Mr. Thompson Abstain Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 11-573

IN THE MATTER OF CONGRATULATING MERLIN “BOOTS” SHEETS ON HIS RETIREMENT AFTER 50
YEARS WITH THE TRI-TOWNSHIP FIRE DEPARTMENT:

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

Whereas, Merlin “Boots” Sheets recently retired after serving for 50 years with the Tri-Township Fire Department; and

Whereas, Merlin “Boots” Sheets remembers when firefighters were notified about emergencies by a fire phone ringing at their own home; and

Whereas, he recalls transporting patients to the hospital in his own station wagon; and

Whereas, as a County Commissioner, Merlin “Boots” Sheets, had a part in setting up Delaware County’s 911 Center System and Operation;

Whereas, Merlin “Boots” Sheets’ sincerity and dedication have helped countless others in the Delaware

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County community; and

Therefore, Be It Resolved, that the Delaware County Board of Commissioners does hereby honor and congratulate Merlin “Boots” Sheets on his retirement after 50 years with the Tri-Township Fire Department;

Further Be It Resolved, that the Delaware County Board of Commissioners wish to commend and thank Mr. Merlin “Boots” Sheets, his family, and all the great volunteers and staff of the Tri-Township Fire Department who work so hard to keep us safe.

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

RESOLUTION NO. 11-574

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0601 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0601:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR0601, memo transfers in batch numbers MTAPR0601 and Purchase Orders as listed below:

<u>Vendor</u>		<u>Description</u>	<u>Account</u>	<u>Amount</u>	
PO’ Decrease					
Delaware Area Career Center		Job and Family Program	22411601-5348	\$	10,000.00
PR Number	Vendor Name	Line Description	Line Account	Amount	Line
R1104057	DELAWARE AREA CAREER CENTER	ABLE	22411601-5348	\$17,640.00	0001
R1104573	DELL MARKETING LP	NETWORK SWITCHES FOR BACKUP CENTER	21411306-5450	\$16,064.10	0001

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

RESOLUTION NO. 11-575

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Department of Job and Family Services is requesting that Jacqueline Schonauer attend a Microsoft Excel Training in Columbus, Ohio June 15, 2011, at the cost of \$32.00.

Environmental Services is requesting that Nick Eichensehr, James Carey, Bob Brode and John Moss attend a Centrifugal Pumping Systems, Application and Troubleshooting Course with Gorman Rupp in Mansfield, Ohio on June 6, 2011 at a total cost of \$300.00 from org key 66211903 (50%) and 66211904 (50%).

Environmental Services is requesting that Nick Eichensehr, James Carey and Bob Brode attend an Electrical Controls and Troubleshooting Course with Gorman Rupp in Mansfield, Ohio on June 7, 2011 at a total cost of \$225.00 from org key 66211903 (50%) and 66211904 (50%).

Environmental Services is requesting that Tom Compton and Jason Watts attend an Electrical Controls and Troubleshooting Course with Gorman Rupp in Mansfield, Ohio on June 8, 2011 at a total cost of \$150.00 from org key 66211903 (50%) and 66211904 (50%).

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

RESOLUTION NO. 11-576

IN THE MATTER OF APPROVING THE FY 2012 AGREEMENT FOR THE COMMUNITY BASED CORRECTIONS PROGRAMS 407 SUBSIDY GRANT AGREEMENT FOR ADULT COURT SERVICES:

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

Whereas, the Director of Adult Court Services recommends approval of the grant agreement; and

Whereas, the Bureau of Community Sanctions will fill in the date the Grant Agreement is entered into between the parties when the Grant Agreement has been signed by the Director of the Department of Rehabilitation and Correction;

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Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve grant agreement.

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION

**SUBSIDY GRANT AGREEMENT FOR
COMMUNITY-BASED CORRECTIONS PROGRAMS
407 NON-RESIDENTIAL FELONY**

WHEREAS, the Grantee has made application to the Grantor for funds made available for a Community Correction Act Grant, and has submitted a proposal for the use of these funds, and

WHEREAS, the Grantor is authorized, pursuant to authority in section 5149.30 et seq. of the Ohio Revised Code, to determine and award grants to assist local governments in community-based law enforcement services;

Ohio Ethics: All Contractors who are actively doing business with the State of Ohio or who are seeking to do business with the State of Ohio are responsible to review and comply with all relative divisions of O.R.C. Sections 102.01 to 102.09, and Governor Kasich's Executive Order 2011-03K for Ethics.

In accordance with Executive Order 2011-03K, Contractor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2011-03K (2) has reviewed and understands Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and Executive Order 2011-03K. The Contractor understands that failure to comply with Executive Order 2011-03K is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the state of Ohio up to and including debarment.

Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

Executive Order 2011-03K is available for review at <http://governor.ohio.gov/executiveorders.aspx>.

NOW THEREFORE this Grant Agreement is made and entered into this _____ day of _____, 2011 by and between the State of Ohio, Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as Grantor) and the undersigned representatives of (county) Delaware Ohio, or (city of)

Ohio, (hereinafter referred to as Grantee), pursuant to authority in Section 5149.30 et seq. of the Ohio Revised Code.

A Terms and Conditions:

- 1) The Grantor awards to the Grantee the sum of One Hundred Sixty-Five Thousand, Seven Hundred Thirty-Two Dollars, to be paid in four equal installments of \$41,433 for the period beginning with the effective date of this agreement and ending June 30, 2012 subject to the terms and conditions of this agreement, unless extended or renewed by written agreement of both parties or otherwise terminated as provided herein, but in no event shall this agreement extend beyond June 30, 2012. Total expenditures for Fiscal Year 2012 (July 1, 2011 to June 30, 2012) will not in any case exceed \$165,732.
- 2) The amount specified in paragraph A.1 is subject to legislative appropriation of the Grantor's proposed Community Non-Residential Programs subsidy (407) budget amount for Fiscal Year 2012 the parties agree that the Grantor may modify the amount in paragraph A.1 if such appropriation is less than the amount proposed to the Legislature by Grantor. The modified amount shall be determined solely by Grantor Officials within their discretion. The Grantee and the Grantor agree to an interim payment of grant funds if an interim budget is adopted pending the final approval of the State of Ohio Fiscal Year 2012 budget. Furthermore, the obligations of the state under this agreement are subject to the determination by the Grantor that sufficient funds have been appropriated by the General Assembly to the Grantor for the purposes of this grant agreement and to the certification of the availability of such funds by the director of budget and management as required by Section 126.07 of the Ohio Revised Code.
- 3) In the event that the Grantee wishes to terminate the program or its participation in this Agreement, the Grantee may do so upon sending written notice to the Grantor. In such event in compliance with Section 5120:1-5-07 of the Ohio Administrative Code, the Grantee shall refund to the Grantor that amount paid to the Grantee which represents funding for services not yet rendered as determined by a financial audit completed by the Grantor.
- 4) The Grantee agrees to affect the program as outlined in the proposal submitted by the Grantee, and approved herein by reference. The program's positions, salaries, and fringe benefits shall be as stated in the proposal. The type of expenses, other than salaries of persons who will staff and operate the facility and program for which the state financial assistance can be used are those set out in the proposal. Purchases made with state funds shall be in accordance with county/state/municipal competitive bidding requirements. Any

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significant program change or reduction requires the prior written approval of the Grantor. In the event of such change or reduction is approved, the Grantor may make appropriate changes in funding.

5) It is agreed that the Bureau of Community Sanctions shall monitor grant activities during the grant period. Changes shall be submitted to and approved by the Bureau of Community Sanctions for the Grantor. The Grantee and the CHIEF OF THE Bureau of Community Sanctions will attempt to settle any controversy or a dispute which arises out of or relates to this agreement, or any breach of this agreement. Should this fail, the Grantee can appeal to the Deputy Director of the Division of Parole and Community Services for final resolution.

The fiscal agent designated to act on behalf of the Grantee is _____ George Kaitsa. The program's tax identification number is 316400065 .

6) Quarterly payments will be made by the Grantor BY WAY OF ELECTRONIC FUND TRANSFER TO THE DESIGNATED PUBLIC ENTITY. This process will continue until the total grant award has been expended.

7) The Grantee agrees to manage and account for grant funds in accordance with the Grantor's "Community Corrections Act Program Grant Manual." These guidelines are incorporated herein by reference.

8) The Grantee agrees to provide for services as required by State standards and/or policy and procedure.

9) This agreement may not be assigned or transferred by either party.

10) The Grantee shall remain responsible for all services performed under this Agreement. The Grantee shall comply with all applicable state and federal laws regarding the purchase of goods and services (including personal service contracts).

11) None of the persons who will staff and operate the program, including those who are receiving some or all of their salaries out of funds received by the program as state financial assistance, are employees or to be considered as employees of the Department of Rehabilitation and Correction. Employees who will staff and operate the program are employees of the program.

12) The program will make a reasonable effort to augment the funding received by the state.

(1) The program will comply with Section 5149.33 of the Ohio Revised Code wherein it states:

No municipal corporation, county, or group of contiguous counties receiving a subsidy under division (A) of section 5149.31 of the Revised Code shall reduce, by the amount of the subsidy it receives or by a greater or lesser amount, the amount of local, nonfederal funds it expends for corrections, including, but not limited to, the amount of local, nonfederal funds it expends for the operation of the county, multi-county municipal, county, or multi-county-municipal jail or workhouse and for any county or municipal probation department or for any community correction program. Each subsidy shall be used to make corrections expenditures in excess of those corrections expenditures being made from local, nonfederal funds. No subsidy or portion of a subsidy shall be used to make capital improvements. If a recipient violates this section, the Department of Rehabilitation and Correction shall discontinue subsidy payments to the recipient.

a. This agreement supersedes any prior Grant Agreement for Community Correction Act Programs executed by the parties, or their authorized representatives. This document represents the sole agreement between the parties.

B) Program Evaluation:

1. The Grantee shall maintain statistical records for the period of the grant in the format and frequency as established by the Grantor.

2. The Grantee shall prepare and submit to the Grantor a report comprised of the statistical data pursuant to the Grantor's instructions. The Grantee shall maintain internet access for data transmission into the Grantor's management information systems.

3) The Grantee shall prepare a quarterly financial report to the Grantor. The reports shall be submitted thirty (30) days after the end of each quarter.

4) To determine if the local community-based correctional program is achieving its stated goal and objectives, the Grantee agrees to submit intake and TERMINATION DATA for each offender placed into its program to the Grantor. The frequency of submitting these forms will be determined by the Grantor and the Grantee shall make available all necessary records for validation and audit.

5) It is agreed that the Grantee shall be provided with the results of the Grantor's review of the intake

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and TERMINATION DATA at time intervals determined by the Grantor.

6) Failure to comply with Items (B) (1) through (5) of this Grant Agreement may result in delaying subsidy payments to the Grantee.

C) Compliance:

1. The Grantee shall cooperate with and provide any additional information as may be required by the Department of Rehabilitation and Correction in carrying out an ongoing evaluation of subsidy funded community-based corrections programs.

2. All expenditures made by the Grantee with funds received as state financial assistance through this grant shall be governed by laws of the State of Ohio.

3. All contracts by the Grantee for services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties' involved, state conditions for termination of the agreement and be approved by the appropriate county officials before their implementation. A copy of such agreement(s) shall be forwarded to the Bureau of Community Sanctions.

4. Failure of the Grantee to comply with the rules of Chapter 5120:1-5 of the Ohio Administrative Code which are applicable under this Grant Agreement, may be cause for the Director of the Department of Rehabilitation and Correction to terminate further funding. Furthermore, the grant amount may be reduced or the Grant Agreement terminated by the Department of Rehabilitation and Correction if:

a. The quality and extent of the program services furnished by the Grantee has been significantly reduced from the level proposed in the Grant Agreement.

b. There is a financial or audit disclosure involving misuse of state funds.

5. The reason(s) for the intent to terminate or reduce funding shall be given in writing to the Grantee. Said notice will be given sixty (60) days prior to the termination of funding. The Grantee shall have thirty (30) days following the receipt of such notice in which to present a petition for reconsideration to the Director of the Department of Rehabilitation and Correction.

6. The Grantee warrants that it is not subject to an "unresolved" finding for recovery under O.R.C 9.24. If the warranty is deemed to be false, the contract is void ab initio and the Grantee must immediately repay to the Attorney General any funds paid under this agreement.

D) Program Continuation:

1. The Grantor will make reasonable efforts to secure continued funding or expansion of the subsidy program.

2. This Agreement shall be governed by the laws of the State of Ohio. It constitutes the entire Agreement between the parties regarding its subject matter. It is subject, however, to modification at any time upon the mutual written notification to the Grantee by the Grantor.

3. If any provision in this Agreement is determined by an appropriate court of law to be invalid and unenforceable, the remaining provisions shall continue in full force and effect to the extent possible.

4. All existing Grant Agreements are now rendered null and void and are superseded as of the executing of this Grant Agreement.

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

RESOLUTION NO. 11-577

**IN THE MATTER OF APPROVING THE FY 2012 AGREEMENT AND SUPPLEMENTAL
APPROPRIATIONS FOR THE COMMUNITY BASED CORRECTIONS PROGRAMS 408 SUBSIDY
GRANT AGREEMENT FOR ADULT COURT SERVICES:**

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

Whereas, the Director of Adult Court Services recommends approval of the grant agreement; and

Whereas, the Bureau of Community Sanctions will fill in the date the Grant Agreement is entered into between the parties when the Grant Agreement has been signed by the Director of the Department of Rehabilitation and Correction;

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Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the grant agreement.

**OHIO DEPARTMENT OF REHABILITATION AND CORRECTION
SUBSIDY GRANT AGREEMENT FOR
COMMUNITY-BASED CORRECTIONS PROGRAMS
408 NON-RESIDENTIAL MISDEMEANANT**

WHEREAS, the Grantee has made application to the Grantor for funds made available for a Community Correction Act Grant, and has submitted a proposal for the use of these funds, and

WHEREAS, the Grantor is authorized, pursuant to authority in section 5149.30 et seq. of the Ohio Revised Code, to determine and award grants to assist local governments in community-based law enforcement services;

Ohio Ethics: All Contractors who are actively doing business with the state of Ohio or who are seeking to do business with the State of Ohio are responsible to review and comply with all relative Division of O.R.C. Sections 102.01 to 102.09, and Governor Strickland's Executive Order 2007-01S for Ethics.

In accordance with Executive Order 2007-01S, Contractors, by signature on this document, certifies: (1) it has reviewed and understands Executive order 2007-01S, (2) has reviewed and understands Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Contract and may result in the loss of other Contracts with the state of Ohio up to and including debarment.

Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

Executive Order 2007-01S is available for review at: WWW.GOVERNOR.OHIO.GOV

Ohio Ethics: All Contractors who are actively doing business with the State of Ohio or who are seeking to do business with the State of Ohio are responsible to review and comply with all relative divisions of O.R.C. Sections 102.01 to 102.09, and Governor Kasich's Executive Order 2011-03K for Ethics.

In accordance with Executive Order 2011-03K, Contractor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2011-03K (2) has reviewed and understands Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and Executive Order 2011-03K. The Contractor understands that failure to comply with Executive Order 2011-03K is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the state of Ohio up to and including debarment.

Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

Executive Order 2011-03K is available for review at <http://governor.ohio.gov/executiveorders.aspx>.

NOW THEREFORE this Grant Agreement is made and entered into this _____ day of _____, 2011 by and between the State of Ohio, Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as Grantor) and the undersigned representatives of (county) Delaware Ohio, or (city of)

Ohio, (hereinafter referred to as Grantee), pursuant to authority in Section 5149.30 et seq. of the Ohio Revised Code.

A Terms and Conditions:

1) The Grantor awards to the Grantee the sum of One Hundred-Fifteen Thousand Dollars, to be paid in four equal installments of \$28,750 for the period beginning with the effective date of this agreement and ending June 30, 2012 subject to the terms and conditions of this agreement, unless extended or renewed by written agreement of both parties or otherwise terminated as provided herein, but in no event shall this agreement extend beyond June 30, 2012. Total expenditures for Fiscal Year 2012 (July 1, 2011 to June 30, 2012) will not in any case exceed \$115,000.

2) The amount specified in paragraph A.1 is subject to legislative appropriation of the Grantor's proposed Community Non-Residential Programs subsidy (408) budget amount for Fiscal Year 2012 the parties agree that the Grantor may modify the amount in paragraph A.1 if such appropriation is less than the amount proposed to the Legislature by Grantor. The modified amount shall be determined solely by Grantor Officials within their discretion. The Grantee and the Grantor agree to an interim payment of grant funds if an interim budget is adopted pending the final approval of the State of Ohio Fiscal Year 2012 budget. Furthermore, the obligations of the state under this agreement are subject to the determination by the Grantor that sufficient

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funds have been appropriated by the General Assembly to the Grantor for the purposes of this grant agreement and to the certification of the availability of such funds by the director of budget and management as required by Section 126.07 of the Ohio Revised Code.

3) In the event that the Grantee wishes to terminate the program or its participation in this Agreement, the Grantee may do so upon sending written notice to the Grantor. In such event in compliance with Section 5120:1-5-07 of the Ohio Administrative Code, the Grantee shall refund to the Grantor that amount paid to the Grantee which represents funding for services not yet rendered as determined by a financial audit completed by the Grantor.

4) The Grantee agrees to affect the program as outlined in the proposal submitted by the Grantee, and approved herein by reference. The program's positions, salaries, and fringe benefits shall be as stated in the proposal. The type of expenses, other than salaries of persons who will staff and operate the facility and program for which the state financial assistance can be used are those set out in the proposal. Purchases made with state funds shall be in accordance with county/state/municipal competitive bidding requirements. Any significant program change or reduction requires the prior written approval of the Grantor. In the event of such change or reduction is approved, the Grantor may make appropriate changes in funding.

5) It is agreed that the Bureau of Community Sanctions shall monitor grant activities during the grant period. Changes shall be submitted to and approved by the Bureau of Community Sanctions for the Grantor. The Grantee and the CHIEF OF THE Bureau of Community Sanctions will attempt to settle any controversy or a dispute which arises out of or relates to this agreement, or any breach of this agreement. Should this fail, the Grantee can appeal to the Deputy Director of the Division of Parole and Community Services for final resolution.

The fiscal agent designated to act on behalf of the Grantee is George Kaitsa The program's tax identification number is 316400065.

6) Quarterly payments will be made by the Grantor BY WAY OF ELECTRONIC FUND TRANSFER TO THE DESIGNATED PUBLIC ENTITY. This process will continue until the total grant award has been expended.

7) The Grantee agrees to manage and account for grant funds in accordance with the Grantor's "Community Corrections Act Program Grant Manual." These guidelines are incorporated herein by reference.

8) The Grantee agrees to provide for services as required by State standards and/or policy and procedure.

9) This agreement may not be assigned or transferred by either party.

10) The Grantee shall remain responsible for all services performed under this Agreement. The Grantee shall comply with all applicable state and federal laws regarding the purchase of goods and services (including personal service contracts).

11) None of the persons who will staff and operate the program, including those who are receiving some or all of their salaries out of funds received by the program as state financial assistance, are employees or to be considered as employees of the Department of Rehabilitation and Correction. Employees who will staff and operate the program are employees of the program.

12) The program will make a reasonable effort to augment the funding received by the state.

(1) The program will comply with Section 5149.33 of the Ohio Revised Code Wherein it states:

No municipal corporation, county, or group of contiguous counties receiving a subsidy under division (A) of section 5149.31 of the Revised Code shall reduce, by the amount of the subsidy it receives or by a greater or lesser amount, the amount of local, nonfederal funds it expends for corrections, including, but not limited to, the amount of local, nonfederal funds it expends for the operation of the county, multi-county municipal, county, or multi-county-municipal jail or workhouse and for any county or municipal probation department or for any community correction program. Each subsidy shall be used to make corrections expenditures in excess of those corrections expenditures being made from local, nonfederal funds. No subsidy or portion of a subsidy shall be used to make capital improvements. If a recipient violates this section, the Department of Rehabilitation and Correction shall discontinue subsidy payments to the recipient.

a. This agreement supersedes any prior Grant Agreement for Community Correction Act Programs executed by the parties, or their authorized representatives. This document represents the sole agreement between the parties.

B) Program Evaluation:

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1. The Grantee shall maintain statistical records for the period of the grant in the format and frequency as established by the Grantor.
2. The Grantee shall prepare and submit to the Grantor a report comprised of the statistical data pursuant to the Grantor's instructions. The Grantee shall maintain internet access for data transmission into the Grantor's management information systems.
- 3) The Grantee shall prepare a quarterly financial report to the Grantor. The reports shall be submitted thirty (30) days after the end of each quarter.
- 4) To determine if the local community-based correctional program is achieving its stated goal and objectives, the Grantee agrees to submit intake and TERMINATION DATA for each offender placed into its program to the Grantor. The frequency of submitting these forms will be determined by the Grantor and the Grantee shall make available all necessary records for validation and audit.
- 5) It is agreed that the Grantee shall be provided with the results of the Grantor's review of the intake and TERMINATION DATA at time intervals determined by the Grantor.
- 6) Failure to comply with Items (B) (1) through (5) of this Grant Agreement may result in delaying subsidy payments to the Grantee.

C) Compliance:

1. The Grantee shall cooperate with and provide any additional information as may be required by the Department of Rehabilitation and Correction in carrying out an ongoing evaluation of subsidy funded community-based corrections programs.
2. All expenditures made by the Grantee with funds received as state financial assistance through this grant shall be governed by laws of the State of Ohio.
3. All contracts by the Grantee for services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties' involved, state conditions for termination of the agreement and be approved by the appropriate county officials before their implementation. A copy of such agreement(s) shall be forwarded to the Bureau of Community Sanctions.
4. Failure of the Grantee to comply with the rules of Chapter 5120:1-5 of the Ohio Administrative Code which are applicable under this Grant Agreement, may be cause for the Director of the Department of Rehabilitation and Correction to terminate further funding. Furthermore, the grant amount may be reduced or the Grant Agreement terminated by the Department of Rehabilitation and Correction if:
 - a. The quality and extent of the program services furnished by the Grantee has been significantly reduced from the level proposed in the Grant Agreement.
 - b. There is a financial or audit disclosure involving misuse of state funds.
3. The reason(s) for the intent to terminate or reduce funding shall be given in writing to the Grantee. Said notice will be given sixty (60) days prior to the termination of funding. The Grantee shall have thirty (30) days following the receipt of such notice in which to present a petition for reconsideration to the Director of the Department of Rehabilitation and Correction.
4. The Grantee warrants that it is not subject to an "unresolved" finding for recovery under O.R.C 9.24. If the warranty is deemed to be false, the contract is void ab initio and the Grantee must immediately repay to the Attorney General any funds paid under this agreement.

D) Program Continuation:

1. The Grantor will make reasonable efforts to secure continued funding or expansion of the subsidy program.
2. This Agreement shall be governed by the laws of the State of Ohio. It constitutes the entire Agreement between the parties regarding its subject matter. It is subject, however, to modification at any time upon the mutual written notification to the Grantee by the Grantor.
3. If any provision in this Agreement is determined by an appropriate court of law to be invalid and unenforceable, the remaining provisions shall continue in full force and effect to the extent possible.
4. All existing Grant Agreements are now rendered null and void and are superseded as of the executing of this Grant Agreement.

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Further Be It Resolved, that the Commissioners approve the following supplemental appropriations:

Supplemental Appropriation			
25422308-5001	Comm Non-Residential Program/Compensation	\$	28,477.60
25422308-5101	Comm Non-Residential Program/Insurance	\$	9,450.00
25422308-5102	Comm Non-Residential Program/Workers Comp	\$	569.55
25422308-5120	Comm Non-Residential Program/PERS	\$	3,986.86
25422308-5131	Comm Non-Residential Program/Medicare	\$	412.93
25422308-5201	Comm Non Residential Program/General Supplies	\$	2,363.06
25422308-5305	Comm Non Residential Program/Training	\$	2,000.00
25422308-5330	Comm Non Residential Program/Communication	\$	240.00

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

RESOLUTION NO. 11-578

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN DELAWARE COUNTY BOARD OF COMMISSIONERS AND OHIO WESLEYAN UNIVERSITY REGARDING THE PROFESSIONAL STANDARDS SET BY THE COMMISSION ON ACCREDITATION FOR LAW ENFORCEMENT AGENCIES ("CALEA") FOR PUBLIC SAFETY COMMUNICATIONS SERVICES :

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

Whereas, the 911 Communications Director recommends approval of the following agreement;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the agreement with Ohio Wesleyan University regarding the professional standards set by the Commission on Accreditation for Law Enforcement Agencies ("CALEA").

AGREEMENT FOR PUBLIC SAFETY COMMUNICATIONS SERVICES

Section 1 — Parties to the Agreement

This Agreement is made and entered into this 2nd day of June, 2011 by and between the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (the "County"), and Ohio Wesleyan University, 61 South Sandusky St., Delaware Ohio 43015 (the "University").

Section 2 — Purpose

The County operates a countywide 9-1-1 and public safety communications center ("DELCOMM"), which includes providing dispatching and field communication services to the University and its emergency services providers. The County and the University each endeavor to meet the professional standards set by the Commission on Accreditation for Law Enforcement Agencies ("CALEA"), and the parties mutually agree that this Agreement is integral to meeting CALEA standards.

Section 3 — Scope of Services

The County agrees to provide dispatching and field communication services to the University and its emergency services providers, in accordance with CALEA standards, of which parts pertinent to public safety communications services are, by this reference, hereby incorporated into this Agreement. The University agrees to cooperate with the County regarding any policy, procedure, or standard modification necessary for the proper and efficient operation of DELCOMM, provided any modifications are consistent with CALEA standards. The County and the University mutually agree to make available any records necessary, as permitted by law, to determine compliance with CALEA standards.

Section 4— Compensation

The County shall provide the services set forth in Section 3 without any compensation. The University agrees to cooperate with the County in applying for and securing grant funding available in support of DELCOMM.

Section 5 — Term

This Agreement shall take immediate effect upon approval by all Parties hereto and shall continue in full force and effect until modified, superseded, or terminated in accordance with this Section. To the extent permitted by applicable law, either Party may terminate this Agreement by providing 90 days written notice to the other Party. This Agreement may only be amended in writing with the mutual consent and agreement of the Parties. This Agreement shall be subject to biennial review on or before the anniversary date. The review shall be conducted by the Director of DELCOMM and The Chief of Police or other appointed official for the University.

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The review shall culminate in a written report to the County and the University with recommendations for any modifications to the Agreement.

Section 6 — Legal Contingencies

In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement as provided in Section 5. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

Section 7 - Personnel

The County and the University each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefore.

Section 8 - Equipment and Facilities

Each Party to this Agreement shall be responsible for providing its own equipment and facilities. If surplus equipment, including but not limited to radio communications equipment, becomes available for sale or donation, the Party with equipment available may notify the other Party of the availability. Upon receipt of this notice, the Parties mutually agree to negotiate in good faith the sale or donation of the equipment, subject to the needs of other political subdivisions within Delaware County. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

Section 9 - Miscellaneous Terms & Conditions

9.1 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the University and shall supersede all prior understandings and agreements relating to the subject matter hereof

9.2 Governing Law and Disputes: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.

9.3 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.

9.4 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.

9.5 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 in full force and effect.

9.6 Hold Harmless: The County and the University agree to be and shall be responsible for any and all of their own and their respective officers, officials, boards, employees, agents, representatives, volunteers, and/or servants actions, inactions, accidents, injuries, including death, illnesses, or occurrences, intentional or unintentional, known or unknown, foreseen, or unforeseen, negligent or intentional, related in any manner, in whole or in part, to or from the performance of this Agreement. In the event of any such actions, inactions, accidents, injuries, including death, illnesses, or occurrences, the County and the University agree to be and shall be individually and solely responsible for any and all of their own liability, losses, damages, actions, claims, suits, demands, judgments, expenses, and/or related expenses, regardless of type or nature, actual or threatened, that each may incur as a result of their own and/or their respective officers, officials, boards, employees, agents, representatives, volunteers, and/or servants actions or inactions.

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

RESOLUTION NO. 11-579

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Job and Family Services recommends hiring Nortarsha Cork as an Income Maintenance Worker III with the JFS Department; effective June 27, 2011;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Nortarsha Cork as an Income Maintenance Worker III with the JFS Department; effective June 27, 2011.

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien
-A Great Memorial Day Week And A Thank-You To All That Have Help Make It Safe

Commissioner Thompson
-A Thank-You To Those Who Organized The Memorial Day And To The Veterans
-On Friday Attended The Ohio Wesleyan University Ncaa Track And Field Division Iii Championship

Commissioner Stapleton
-Later Today Will Attend A Mid Ohio Regional Planning Meeting
-On Wednesday Attended An Economic Meeting In Dublin; Part Of The 20/20 And Columbus Partnership;
Commissioners Will Need To Recognizing And Plan That There Is A Need For Financial Involvement In Economic Development Planning

RESOLUTION NO. 11-580

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 10:30AM.

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

RESOLUTION NO. 11-581

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 12:15PM.

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

There being no further business, the meeting adjourned.

Ken O'Brien

Dennis Stapleton

Tommy Thompson

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Jennifer Walraven, Clerk to the Commissioners