

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 21, 2012**

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

**1:30 PM Viewing For Consideration Of The Oak Creek Phase 1, 1-2, 1-3, 1-4, 1-5, 1-6
 Subdivision Drainage Petition**

RESOLUTION NO. 12-490

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 17, 2012:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on May 17, 2012; 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. 12-491

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0518:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0518.

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

RESOLUTION NO. 12-492

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Child Support Enforcement Agency is requesting that Matthew Smith attend a Hearing Officer Training in Knox County May 31, 2012; at no cost.

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

RESOLUTION NO. 12-493

IN THE MATTER OF APPROVING A TEMPORARY FIRE ACCESS EASEMENT VACATION FOR LOTS 5008, 5009 AND 5010 OF RIVER RUN SUBDIVISION, LIBERTY TOWNSHIP, DELAWARE COUNTY, OHIO, (VOLUME 0830, PAGES 2508 AND 2509):

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

Whereas, available for your approval is a resolution vacating a portion of a temporary fire access easement for Lots 5008, 5009 and 5010 of River Run Subdivision, and

Whereas, since the time of the recording of the plat for this project, it has been determined that the original temporary fire access easement that crosses Lots 5008, 5009 and 5010 of River Run Subdivision is no longer needed due to the platting of the permanent fire access easement in Estates of River Run as recorded May 14, 2012 in Book 1120, Pages 2636-2638;

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Whereas, The Engineer is, therefore, requesting that the easement as described in the description be vacated:

Temporary Fire Access Easement Vacation

The Engineer has received a request from Cugini & Capoccia Builders, owners of Lots 5008, 5009 and 5010 of River Run Subdivision, Liberty Township, located on the southerly side of Riverwood Lane, west of Olentangy River Road (SR 315) in Liberty Township, to vacate the temporary fire access easement on the River Run Subdivision plat that crosses said Lots 5008, 5009 and 5010. The easement as described on the attached exhibits is located within said Lots 5008, 5009 and 5010 as recorded in Volume 0830, Pages 2508 and 2509 of Record in the Delaware County Recorder's Office, Delaware County, Ohio. This easement was put into place for fire access into the subdivision until platting of the permanent fire easement as shown on the plat of Estates of River Run which was recorded on May 14, 2012 in Book Number 1120, Pages 2636-2638 in the Delaware County Recorder's Office, thus making the temporary fire easement no longer needed. Therefore, we request your approval to vacate this temporary fire easement and to include a marginal reference in Volume 0830, Pages 2508 and 2509 of this action to vacate this temporary fire easement

EXHIBIT A

**Description of a proposed 0.124 acre vacation of an existing 12' IN WIDTH fire access easement area
OVER A PORTION OF lots 5009 and 5010 of River Run Subdivision**

Situated in the State of Ohio, County of Delaware, Township of Liberty, being in Farm Lot 13, Quarter Township 4, Township 3, Range 19, United States Military Lands, said 0.124 acre area being the entirety of an existing 12 foot in width fire access easement area over a portion of lots 5009 and 5010 as the same are numbered and delineated upon the recorded plat of River Run Subdivision, of record in Plat Cabinet 4, Slides 3, 3A, 3B and 3C, Recorder's Office, Delaware County, Ohio, said 0.124 acre area of land being more particularly described as follows:

Beginning, for Reference, at a point in a curve in the southerly right-of-way line of Riverwood Lane (a Private Street) at the northeasterly corner of Lot 5008 as the same is numbered and delineated upon the recorded plat of River Run Subdivision, of record in Plat Cabinet 4, Slides 3, 3A, 3B and 3C, Recorder's Office, Delaware County, Ohio, being the northwesterly corner of said Lot 5009 of said River Run Subdivision; thence northeasterly with the arc of a curve to the left, having radius of 56.50 feet, an arc length of 7.76 feet, a delta angel of 07° 52' 02", a chord that bears North 62° 40' 33" East, a chord distance of 7.75 feet to a point in the southerly right-of-way line of said Riverwood Lane (a Private Street) and in the northerly line of said Lot 5009, said point being the TRUE POINT OF BEGINNING;

Thence, northeasterly with the arc of a curve to the left, having a radius of 56.50 feet, an arc length of 12.97 feet, a delta angle of 13° 09' 03", a chord that bears North 52° 10' 00" East, a chord distance of 12.94 feet to a point in the southerly right-of-way line of said Riverwood Lane (a Private Street) and in the northerly line of said Lot 5009; Thence, South 15° 51' 43" East, through said Lot 5009, a distance of 107.20 feet to a point;

Thence, South 67° 51' 06" East, continuing through said Lot 5009, a distance of 63.99 feet to a point;

Thence, South 86° 10' 05" East, continuing through said Lot 5009, a distance of 174.41 feet to a point;

Thence North 79° 08' 37" East, parallel with and 45.00 feet northerly from, as measured at right angles, a southerly line of said Lot 5009 and a northerly line of that 4.05 acre tract of land described in Exhibit "B" in the deed to Jon W. Ullman and Kelly B. Ullman, of record in Official Record 386, Page 0503, Recorder's Office, Delaware County, Ohio, a distance of 97.70 feet to a point in the easterly line of said Lot 5010 and the westerly right-of-way line of Olentangy River Road (State Route 315).

Thence, southeasterly with the arc of a curve to the left, having a radius of 5,759 feet, an arc length of 12.01 feet, a delta angle of 00° 07' 10", a chord that bears South 13° 33' 54" East, a chord distance of 12.01 feet to a point in the westerly right-of-way line of said Olentangy River Road and in the easterly line of said Lot 5010;

Thence, South 79° 08' 37" West, through of said Lots 5009 and 5010, parallel with and 33.00 feet northerly from, as measured at right angles, a southerly line of said Lot 5009 and with a northerly line of said 4.05 acre tract, a distance of 99.81 feet to a point;

Thence, North 86° 10' 05" West, through said Lot 5009, a distance of 177.89 feet to a point;

Thence, North 67° 51' 06" West, continuing through said Lot 5009, a distance of 71.78 feet to a point;

Thence, North 15° 51' 43" West, continuing through said Lot 5009, a distance of 108.21 feet to the TRUE POINT OF BEGINNING.

Containing 0.124 acres of land, more or less. Subject to all easements, restriction and rights-of-way of record.

The herein above describe 0.124 acre proposed vacation of an existing easement overlaps part of existing platted

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easements. It is not the intent of the proposed vacation to limit the use of the existing easements in any manner.

The bearings are based on the bearing of North 86° 41' 17" West measured for the centerline of Jewett Road as determine from Delaware County monuments numbered 97-104 and 97-031.

All references are to records of the Recorder's Office, Delaware County, Ohio.

By: POMEROY & ASSOCIATES, LTD.
David B. McCoy
Professional Surveyor No. 7632

EXHIBIT B

**DESCRIPTION OF A PROPOSED 0.201 ACRE VACATION OF AN EXISTING 17' TEMPORARY
FIRE ACCESS EASEMENT AREA OF LAND IN LOTS 5008, 5009 AND 5010 OF RIVER RUN
SUBDIVISION LOCATED ON THE SOUTHERLY SIDE OF RIVERWOOD LANE (A PRIVATE
STREET) AND WEST OF OLENTANGY RIVER ROAD (STATE ROUTE 315) IN THE TOWNSHIP
OF LIBERTY, COUNTY OF DELAWARE, STATE OF OHIO**

Situated in the State of Ohio, County of Delaware, Township of Liberty, being in Farm Lot 13 of Quarter Township 4, Township 3, Range 19, United States Military Lands and being a 0.201 acre area of land, more or less, said 0.201 acre area being in Lots 5008, 5009 and 5010 as the same are numbered and delineated upon the recorded plat of River Run Subdivision, of record in Plat Cabinet 4, Slides 3, 3A, 3B and 3C, Recorder's Office, Delaware County, Ohio, said 0.201 acre area of land being more particularly described as follows:

Beginning, for Reference, at a point in the westerly right-of-way line of Olentangy River Road (State Route 315), being also a southwesterly corner of the said River Run Subdivision and the northeasterly corner of that 4.05 acre tract of land described in Exhibit "A" in the deed to Jon W. Ullman and Kelly B. Ullman, of record in Official Record 386, Page 0503, Recorder's Office, Delaware County, Ohio, and being the common lot corner of Lots 5009 and 5010 as the same are numbered and delineated upon the recorded plat of said River Run Subdivision; thence northwesterly with the arc of a curve to the right having a radius of 5,759.58 feet, an arc length of 24.82 feet, a central angle of 00°14'48" and a chord that bears N13°33'54"W, a chord distance of 24.82 feet to a point in the westerly right-of-way line of said Olentangy River Road and in the easterly line of said Lot 5010, being the TRUE POINT OF BEGINNING;

Thence along the centerline of the 17' Temporary Fire Access Easement as delineated on Exhibit "A" of the Affidavit recorded in Volume 0830, Pages 2508 and 2509, of Record in the Recorder's Office, Delaware County, Ohio, the following nine courses:

Thence S 78°00'16" W, through said Lots 5009 and 5010, a distance of 50.59 feet to a point;

Thence northwesterly with the arc of a curve to the right having a radius of 30.00 feet, an arc length of 33.80 feet, a central angle of 64°33'04" and a chord that bears N69°43'12"W, a chord distance of 32.04 feet, through said Lot 5009, to a point;

Thence N 37°26'41" W, through said Lot 5009, a distance of 43.02 feet to a point;

Thence northwesterly with the arc of a curve to the left having a radius of 45.00 feet, an arc length of 35.15 feet, a central angle of 44°45'22" and a chord that bears N59°49'22"W, a chord distance of 34.26 feet, through said Lot 5009, to a point;

Thence N 82°12'03" W, through said Lot 5009, a distance of 38.71 feet to a point;

Thence southwesterly with the arc of a curve to the left having a radius of 55.00 feet, an arc length of 52.03 feet, a central angle of 54°12'22" and a chord that bears S70°41'46"W, a chord distance of 50.12 feet, through said Lot 5009, to a point;

Thence S 43°35'35" W, through said Lot 5009, a distance of 35.20 feet to a point;

Thence northwesterly with the arc of a curve to the right having a radius of 65.00 feet, an arc length of 134.98 feet, a central angle of 118°58'58" and a chord that bears N76°54'56"W, a chord distance of 112.00 feet, through said Lot 5009, to a point;

Thence N 17°25'27" W, through of said Lots 5008 and 5009, a distance of 91.78 feet to a point in the southerly right-of-way line of said Riverwood Lane (a Private Street) and in the northerly boundary of said Lot 5008, and being 1.52 feet from the common lot corner of said Lots 5008 and 5009, and being a 0.201 acre area of land, more or less.

The herein above described 0.201 acre proposed vacation of an existing easement overlaps parts of existing platted easements. It is not the intent of the proposed vacation to limit the use of the existing easements in any manner.

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The bearings given in the foregoing description correspond to the bearing of N 86° 41'17" W for the centerline of Jewett Road as determined from Delaware County monuments numbered 97-104 and 97-031.

By: BAUER, DAVIDSON & MERCHANT, INC
Consulting Engineers
Ronald H. Leonard
Professional Surveyor No. 6032

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Temporary Fire Access Easement Vacation for Lots 5008, 5009 and 5010 of River Run Subdivision Subdivision, Liberty Township, Delaware County, Ohio (Plat Cabinet 3, Slides 446-446G)

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

RESOLUTION NO. 12-494

IN THE MATTER OF APPROVING A RESOLUTION TO PARTICIPATE IN THE OHIO DEPARTMENT OF TRANSPORTATION BID FOR SODIUM CHLORIDE:

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

Sodium Chloride Bid

Whereas, for the past several years we have participated with the Ohio Department of Transportation in the bid for sodium chloride (rock salt) in order to obtain lower pricing; and

Whereas, the Engineer would like the Board’s approval to participate in this program again for the 2012-2013 winter season; and

Whereas, a Cooperative Purchasing Agreement with DOT for this participation is available for your approval; and

Whereas, the County Engineer recommends approval of this resolution;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve to participate in The Ohio Department of Transportation’s Bid for Sodium Chloride.

**OHIO DEPARTMENT OF TRANSPORTATION – Office of Contracts, Purchasing Services
Cooperative Purchasing Program – Sodium Chloride (Rock Salt)**

RESOLUTION/ORDINANCE as adopted for sodium chloride/rock salt requirements for purchase. Effective period: twelve months from date of award, inclusive, or on an effective date as determined by the Director at the time of bid.

Whereas, Section 5513.01(B) of the Ohio Revised Code provides the opportunity for Political Subdivisions including Counties, Townships, Municipal Corporations, Port Authorities, Regional Transit Authorities, State Colleges/Universities and County Transit Boards and others to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies, or other articles;

Now Therefore, Be it Ordained, Intending to Be Legally Bound That Delaware County Commissioners (Agent)

Hereby Request Authority in the Name of Delaware County (Political Subdivision)

To participate in the Ohio Department of Transportation’s Contract for Rock Salt and Agrees:

- 1) To purchase an estimated salt tonnage, indicated below, exclusively from the vendor awarded the rock salt contract for the county in which said political subdivision is located;

018 NOTE: By executing this agreement and providing an estimated tonnage the Political Subdivision recognizes that Contract 018 will contain a min/max tonnage provision, as determined by the Director at the time of bid but will not exceed 80/120% respectively, for which the Political Subdivision will be responsible.

- 2) To be bound by the terms and conditions of the contract;
- 3) To be responsible for payment directly to the vendor for the quantities purchased under the contract; and
- 4) To be responsible for resolving all disputes arising out of participation in the contract and agree to release the Director of Transportation and the Ohio Department of Transportation from liability for all loss or damage, and from any and every claim or damage resulting from or arising out of participation in the

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contract pursuant to Ohio Revised Code Section 5513.01(b).

MINIMUM ORDER = 1 TRUCKLOAD / 22 TONS WITHOUT PILER OR 200 TONS WITH PILER

018 Salt Winter Use Contract – 80/120% (Min/Max Tonnage)		
STOCKPILE LOCATIONS	STOCKPILE CAPACITY	TONS REQUIRED (ESTIMATED)
1020 US Route 42N, Delaware, Ohio	4,500	4,300
7049 Big Walnut Road, Galena, Ohio	600	
1454 Rome Corners Road, Galena, Ohio	2,500	
2708 Lackey Old State Road, Delaware, Ohio	300	

Participating Political Subdivisions are intended beneficiaries under this contract and are real parties in interest with the capacity to sue and be sued in their own name without joining the state of Ohio, Ohio Department of Transportation. By signing and returning this agreement, you will be bound to participate in this contract during the upcoming winter season, upon award of the contract to a successful vendor. A participating Political Subdivision cannot change its position during this contract period. Termination of participation is effective upon the expiration date of the contract. Failure of a Political Subdivision to purchase its requirements from the awarded vendor or comply with the terms of this contract may invalidate participation for the following winter season.

Political subdivisions will be required to submit a new participation agreement form every year, indicating storage capacity and stating salt needs for the contract period.

Note: This Participation Agreement must be received by the Ohio Department of Transportation, Office of Contracts, Purchasing Services prior to the mailing of the Invitation to bid.

Upon receipt of the agreement each political subdivision will get added to a list that will be maintained on the Office of Contracts web site. This list will be updated daily on the Contracts web site located at ->

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Purchase/salt.doc>

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

RESOLUTION NO. 12-495

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE SHELLY COMPANY FOR THE 2012 DEL-COUNTY ROAD IMPROVEMENT PROGRAM, RESURFACING VARIOUS COUNTY AND TOWNSHIP ROADS:

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

2012 DEL-County Road Improvement Program, Resurfacing Various County and Township Roads Bid Opening of May 8, 2012

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

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

Whereas, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and The Shelly Company for the 2012 DEL-County Road Improvement Program, Resurfacing Various County and Township Roads;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract between The Delaware County Commissioners and The Shelly Company For the 2012 DEL-County Road Improvement Program, Resurfacing Various County and Township Roads.

CONTRACT

THIS AGREEMENT is made this 21st day of May, 2012 by and between **The Shelly Company, 80 Park Drive, P.O. Box 266, Thornville, Ohio 43076**, hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

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

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ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named **“2012 DEL-COUNTY ROAD IMPROVEMENT PROGRAM, Resurfacing Various County and Township Roads**, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed *Two Million Six Hundred Ninety-One Thousand Seven Hundred Sixty-Two Dollars and Seventy-Six Cents (\$2,691,762.76)*, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

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

RESOLUTION NO. 12-496

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS AND OTHER AMENITIES FOR THE DKMM MEETING:

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

WHEREAS, The Ohio Attorney General Opinion No. 82-006 addresses the issue Expenditure Of Public Funds For Proper “Public Purpose”, and

WHEREAS, The October 20, 2003, State Auditor’s ruling on payment of Expenditures Of Public Funds For Proper “Public Purpose” states that for persons who are employees or non-employees of the County, the Commissioners must pre-approve expenditures for the purchase of coffee, meals, refreshments and other amenities.

WHEREAS, the Delaware County Department of Job and Family Services has responsibility for workforce development activities and is a member of DKMM ; and

WHEREAS, such meeting has been scheduled in Delaware County for September 12, 2012; and

WHEREAS, agreement has been made that meetings will rotate among each of the four counties with the hosting county being responsible for food arrangement; and

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. That the Delaware County Board of Commissioners hereby authorizes the use of Department of Job and Family Services funds in an amount not to exceed \$200, to assist in funding the purchase of coffee, meals, refreshments and other amenities for The DKMM board meeting to be held September 12, 2012.

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

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RESOLUTION NO. 12-497

IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CHILD PLACEMENT PROVIDER CHILDREN'S HOSPITAL MEDICAL CENTER:

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

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

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

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Children's Hospital Medical Center Burnet Avenue Cincinnati, Ohio 45229 \$86,130	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

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

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

RESOLUTION NO. 12-498

IN THE MATTER OF SETTING BID OPENING DATE AND TIME FOR THE STRAND THEATRE INTERIOR IMPROVEMENTS AND APPROVING THE NOTICE TO CONTRACTORS:

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

WHEREAS, on September 20, 2010, the Delaware County Commissioners adopted Resolution No. 10-1230, approving Revolving Loan Funds for the Strand Theatre Interior Improvements; and

WHEREAS, the Economic Development Director recommends the Bid Opening date and time of 10:00am Friday, June 22, 2012, at 101 North Sandusky Street, Delaware, Ohio 43015, for Strand Theatre Interior Improvements.

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Commissioners approve the Bid Opening date and time of 10:00am, Friday, June 22, 2012, at 101 North Sandusky Street, Delaware, Ohio 43015, and the approval of advertising the project:

NOTICE TO CONTRACTORS

Sealed proposals will be received by Delaware County, located at 101 N. Sandusky St., Delaware, Ohio, until 10:00 am on Friday, June 22, 2012, for the Interior Improvements to the Strand Theatre set forth in the plans and specifications on file in the above office. At the time hereinbefore mentioned and at the above-indicated office, sealed bids will be publicly opened and read. Work to be performed is described in the bid form.

**Interior Improvements
The Strand Theatre**

The proposed work includes demolition of the existing Men's Restroom, Side Theater Lobby, and Side Theater Projection Booth; and the construction of new Public Restrooms, Side Theater Lobby, Side Theater Lobby, Side Theater Projection Platform, and isolated Second Floor Framing & Subfloor.

The estimated cost for this project is \$118,181.00 (One Hundred Eighteen Thousand, One Hundred Eighty-One Dollars).

All proposals shall be sealed and endorsed for Interior Improvements to the Strand Theatre, and mailed or delivered to the Delaware Commissioners Office located at 101 N. Sandusky St., Delaware, Ohio 43015. Proposals are to be on forms furnished in the Contract Documents and included with the specifications.

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Plans, specifications, bid forms and contract documents may be viewed and/or secured at bidder's expense from Key Blue Prints, 6175 Shamrock Ct., Dublin, Ohio 43016, phone (614) 761-7999 or fax (614) 761-0179.

Each bid must be accompanied by a bid guaranty in the form of a bond with an approved surety company as surety for the execution of the contract. The bid guaranty and contract bond shall be for the full amount of the bid proposal and in the form as contained in the contract documents. Alternately, a certified check, cashier's check or letter of credit pursuant to Chapter 1305 of the revised code, in the amount of 10 percent of the bid will be accepted as a bid guaranty. Each proposal must contain the full name and address of every person or company interested in the same.

The County of Delaware hereby notifies all bidders that they affirmatively insure that regard to any contract entered into pursuant to this advertisement, Minority Business Enterprise (MBE) AND Women's Business Enterprise (WBE) will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. The County of Delaware is an equal opportunity employer and requires all persons contracting with the County to certify that they are equal opportunity employers and that they do not discriminate on the grounds of race, color, religion, sex or national origin.

Bidders are required to comply with the MBE/WBE requirements set forth. In part, this means that any bidder, to the extent that it subcontracts work, shall award subcontracts to certified Minority Business Enterprise/Women's Business Enterprise in an aggregate dollar value of no less than 7.3% of the contract for MBE and 6.9% of the contract for WBE. This percent can include materials and supplies. The bid specifications provide further details on these requirements.

All Contractors and subcontractors involved with the project will, to the extent practicable use Ohio products, materials, services, and labor in the implementation of their project. Additionally contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123, as authorized by the Governor's Executive Order of 1972, and Governor's Executive Order 84-9 regarding goals for women working on state construction projects shall be required.

Attention of bidders is called to all of the requirements contained in this bid packet, particularly to the Federal Labor Standards Provisions and Davis-Bacon Wages, various insurance requirements and various equal opportunity provisions. Bidders must comply with the provisions of the Americans with Disabilities Act of 1990.

A Pre-bid conference will be held at **10:00 am on Tuesday, June 12, 2012**, at the Strand Theatre located at 28 E. Winter St., Delaware, Ohio 43015. It is required that all bidders attend the pre-bid conference, sign-in with all pertinent contact information and review & familiarize themselves with the conditions existing on site in order to submit a bid.

Copies of the Bidding documents are available for inspection by prospective bidders at the following location:

Key Blue Print Online Planroom: www.keycompanies.com

No bidder may withdraw his bid within thirty (30) days after the actual date of the opening thereof. The County reserves the right to reject any and all bids for any reason whatsoever and to waive any irregularities. All bids will be considered based on lowest and best bid.

DELAWARE COUNTY COMMISSIONERS
The Strand Theatre
Published Dates: June 1, 2012 and June 8, 2012

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

RESOLUTION NO. 12-499

IN THE MATTER OF APPROVING THE APPLICATION RENEWAL FOR THE SELF INSURANCE PROGRAM THROUGH THE OHIO BUREAU OF WORKERS COMPENSATION:

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

Whereas Delaware County Board of County Commissioners made application to the Ohio Bureau of Workers Compensation in 2008 to be Self Insured for Workers Compensation purposes;

Whereas the Bureau of Workers Compensation requires an annual renewal application to be completed for continued participation in the program;

Therefore be it resolved that the Delaware County Board of County Commissioners hereby approves the Application for Renewal of Authorization to Operate as a Self Insured Risk as set forth in Ohio Revised Code Chapter 4123 and authorizes the President of the Board to execute the application.

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

RESOLUTION NO. 12-500

IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE FIBER LATERAL CONSTRUCTION AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND GUDENKAUF CORPORATION:

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

Whereas, the County Auditor and Data Center Administrator recommend approval of amendment No. 1 To The Fiber Lateral Construction Agreement with Gudenkauf Corporation;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve amendment No. 1 To The Fiber Lateral Construction Agreement Between The Delaware County Board Of Commissioners And Gudenkauf Corporation.

**AMENDMENT NO. 1 TO THE
CONTRACT FOR THE CONSTRUCTION OF
THE DELAWARE FIBER LATERAL PROJECT**

The Original Contract for the Construction of the Delaware Fiber Lateral Project was entered into on the 22nd day of March, 2012, by and between Gudenkauf Corporation, whose address is 2679 McKinley Avenue, Columbus, OH 43204 (the "Contractor"), and the Delaware County Board of Commissioners, whose address is 101 North Sandusky Street, Delaware, OH 43015 (the "Owner") (hereinafter collectively referred to as the "Parties"). Pursuant to section 7.29 of the Invitation to Bid ("ITB"), incorporated by reference into the Contract, the Parties hereby agree to amend the Original Contract as follows:

ARTICLE 1. Amendment to Section 7.4 of the ITB

The Parties agree to amend Section 7.4 of the ITB ("Indemnification") to add Orange Township, Delaware County, Ohio to the definition of "Indemnified Parties."

ARTICLE 2. Amendment of Section 7.5 of the ITB

The Parties agree to amend Section 7.5 of the ITB ("Insurance") to require that Orange Township, Delaware County, Ohio shall, in addition to the Owner, be listed as "Additional Insured" on the policies listed in paragraphs B, C, D, and E of Section 7.5 of the ITB, and the Contractor shall provide properly executed endorsements indicating the Township's listing as "Additional Insured" on those policies.

ARTICLE 3. Remaining Provisions Unaffected

The Parties agree that all other remaining provisions of the ITB and the Original Contract shall be unaffected and remain in full force and effect unless specifically amended herein.

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

RESOLUTION NO. 12-501

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS AND SUPPLEMENTAL APPROPRIATIONS FOR VETERANS SERVICES, THE O'BRIEN DRAINAGE PROJECT AND EMERGENCY SERVICES:

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

Supplemental Appropriation

10062601-5001	Veterans Services/Compensation	\$	2,000.00
10062601-5102	Veterans Services/Workers Comp	\$	20.00
10062601-5120	Veterans Services/PERS	\$	255.00
10062601-5131	Veterans Services/Medicare	\$	27.00
51911136-5725	O'Brien Ditch/Principal	\$	200.00

Transfer of Appropriation

From	To	
10011303-5450	10011303-5250	
Emergency Services/Capital	Emergency Services/Minor Tools	15,000.00

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

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RESOLUTION NO. 12-502

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS FOR AND ON BEHALF OF THE DELAWARE COUNTY JAIL AND CENTRAL OHIO MENTAL HEALTH CENTER TO PROVIDE SERVICES (CO-OCCURRING), FOR THE DELAWARE COUNTY JAIL:

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

Whereas, the Sheriff and Sheriff's Office Staff recommend approval of the Memorandum of Understanding:

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Memorandum Of Understanding On Behalf Of The Delaware County Jail With Central Ohio Mental Health Center To Provide Services (co-occurring), For The Delaware County Jail.

MEMORANDUM OF UNDERSTANDING
DELAWARE COUNTY JAIL AND CENTRAL OHIO MENTAL HEALTH CENTER

This Memorandum of Understanding ("MOU") is made and entered into by and between the Delaware County Board of Commissioners for and on behalf of the Delaware County Jail, 844 US 42 North, Delaware, Ohio 43015, and Central Ohio Mental Health Center, 250 South Henry Street, Delaware, Ohio 43015 ("COMHC") (hereinafter collectively referred to as the "Parties").

RECITALS

WHEREAS, the County has received a federal grant under the Second Chance Act to provide addiction recovery treatment and mental health services to incarcerated high risk offenders diagnosed with chronic substance abuse issues or dual disorders (substance abuse and mental health); and

WHEREAS, Delaware County, the fastest growing county in Ohio, has experienced two decades of steady increases in the jail population as well as a surge in drug crimes and arrests and has increased its capacity from 178 beds in 2010 to 286 beds in 2011 with many incarcerated individuals who are abusing substances or have dual disorders; and

WHEREAS, the Delaware County Jail has invited Central Ohio Mental Health Center, with offices at 250 South Henry Street and 824 Bowtown Road, Delaware, Ohio an ODMH certified behavioral health care provider with expertise in the treatment of the offender population, to provide addiction recovery and mental health treatment;

NOW, THEREFORE, the Parties hereby agree as follows:

Section 1 – Scope of Services

- 1.1 COMHC will provide services, including diagnostic assessments and individual and group counseling sessions on-site at the Delaware County Jail. The Delaware County Sheriff's Office will transport for psychiatric assessments at a location determined by the treatment provider. COMHC will provide services to Delaware and Morrow County residents.
- 1.2 COMHC will obtain and maintain certification from ODMH for this program. The Delaware County Jail will provide documents necessary for certification, including copies of Certificates of Use and Occupancy and current fire inspection reports.
- 1.3 COMHC will provide 0.50 FTE appropriately-licensed counselors and/or social workers to provide the mental health services (dual disorders) and will provide them with clinical supervision.
- 1.4 The Delaware County Jail will provide safe, appropriate, and well-maintained office space for use by COMHC counselors for the provision of services. The Delaware County Jail will provide access to a telephone, fax machine, copier, and other general office equipment as necessary for COMHC's counselors to complete their duties at no cost to COMHC.
- 1.5 Delaware County Jail will refer to COMHC for treatment of male and/or female inmates who have been screened as likely having a substance use and /or a dual disorder.
- 1.6 COMHC will maintain its own clinical record on each inmate served in accordance with ODMH documentation standards.
- 1.7 COMHC will communicate with staff of the Delaware County Jail for relevant clinical information regarding the inmates served that might assist in the assessment and treatment of the inmates. COMHC will abide by all Federal, State and local laws regarding the release of information.
- 1.8 COMHC may participate in case staffing and conferences as invited and permitted by the Delaware

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County Jail.

- 1.9 The Delaware County Jail remains responsible for the behavioral management of the inmates in its care including those referred to COMHC for alcohol and drug treatment and mental health services.

Section 2 – Compensation

Delaware County Jail will pay COMHC for the services of the counselor and the required clinical supervision per ODMH standards in the amount of \$70,200.00 to be paid in monthly installments of \$3,900.00 for the 18-month duration of the MOU. The budget for the program established by this MOU is attached hereto as Exhibit A and, by this reference, fully incorporated herein.

Section 3 – Term

This MOU shall be effective from April 1, 2012 through September 30, 2013 and may only be amended or renewed upon mutual agreement in writing signed by both Parties.

Section 4 – Insurance

- 4.1 General Liability Coverage: COMHC shall maintain general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000.
- 4.2 Workers' Compensation Coverage: COMHC shall maintain workers' compensation coverage as required by the laws of the State of Ohio.
- 4.3 Additional Insured: Delaware County, its elected officials and employees, shall be named as additional insured with respect to all activities under this MOU in the policy required by Subsection 4.1.
- 4.4 Proof of Insurance: COMHC shall, upon request, furnish Delaware County with properly executed certificates of insurance for all insurance required by this MOU and properly executed endorsements listing the additional insured as required in Subsection 4.3. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. COMHC will replace certificates for any insurance expiring prior to completion of this MOU.

Section 5 – Liability and Warranties

To the fullest extent permitted by law, neither party shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to this MOU. 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.

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, COMHC shall indemnify and hold free and harmless Delaware County and 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 there from, to the proportionate extent caused by any negligent acts, errors or omissions of COMHC, its employees and agents or any other person for whose acts any of them may be liable.

Section 6 – Termination

Either party may terminate this MOU by providing written notice thirty (30) days prior to the effective date of the termination. The County is not liable for payment for work performed after the date of termination.

Section 7 – Miscellaneous Terms & Conditions

- 7.1 Prohibited Interests: COMHC agrees that no agent, officer, or employee of Delaware County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this MOU or the proceeds thereof. COMHC 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 MOU, without the prior express written consent of Delaware County.
- 7.2 Independent Contractor: The Parties acknowledge and agree that COMHC is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. COMHC also agrees that, as an independent contractor, COMHC assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.
- 7.3 Entire Agreement: This MOU, and all documents incorporated by reference, shall constitute the entire understanding and agreement between the County and the COMHC, 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.
- 7.4 Governing Law: This MOU shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this MOU shall be filed in and heard before the courts of Delaware County, Ohio.

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- 7.5 Headings: The subject headings of the Sections and Subsections in this MOU are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This MOU shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

- 7.6 Waivers: No waiver of breach of any provision of this MOU shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this MOU or any other provision hereof. No term or provision of this MOU 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.

- 7.7 Severability: If any item, condition, portion, or section of this MOU 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 MOU and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.

- 7.8 Homeland Security: COMHC 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, COMHC agrees to make such certification by completing the declaration of material assistance/non assistance described in R.C. § 2909.33(A) and understands that this MOU 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 MOU and by this reference made a part of this MOU.

- 7.9 Non-Discrimination/Equal Opportunity: COMHC hereby certifies that, in the hiring of employees for the performance of work under this MOU that neither it nor any subcontractor, 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 MOU relates.

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

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

EXHIBIT A

**Central Ohio Mental Health Center
Delaware County Jail Addiction Recovery Treatment & Mental Health Services Program
Budget for the period from April 1, 2012 through September 30, 2013**

	<u>FTE's</u>	<u>04/01/12 through 03/31/12 (12 months)</u>	<u>04/01/13 through 09/30/13 (6 months)</u>	<u>Total (18 months)</u>
Salaries & Wages				
Counselor	.50 FTE	\$22,500	\$11,588	\$34,088
Clinical Supervisor	.08 FTE	4,520	2,326	6,846
Total		\$27,020	\$13,914	\$40,934
Fringe Benefits		7,565	3,895	11,460
Total Personnel		\$34,585	\$17,809	\$52,394
Psychiatric Services (Includes Assessments & Follow-up)		11,875	5,931	17,806
Total Expenses		\$46,460	\$23,740	\$70,200

Narrative:

.50 FTE Counselor will provide direct services to program participants.

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.08 FTE Clinical Supervisor will provide clinical supervision for the counselor.

Fringe benefits include employer's share of payroll taxes, unemployment insurance, worker's compensation premiums, health, dental and life insurance premiums and pension.

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

RESOLUTION NO. 12-503

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS FOR AND ON BEHALF OF THE DELAWARE COUNTY JAIL AND CENTRAL OHIO MENTAL HEALTH CENTER TO PROVIDE SERVICES (FAMILY-BASED) FOR THE DELAWARE COUNTY JAIL:

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

Whereas, the Sheriff and Sheriff's Office Staff recommend approval of the Memorandum of Understanding;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Memorandum of Understanding on behalf of the Delaware County Jail with Central Ohio Mental Health Center to provide services (Family-Based) for the Delaware County Jail.

MEMORANDUM OF UNDERSTANDING
DELAWARE COUNTY JAIL AND CENTRAL OHIO MENTAL HEALTH CENTER

This Memorandum of Understanding ("MOU") is made and entered into by and between the Delaware County Board of Commissioners for and on behalf of the Delaware County Jail, 844 US 42 North, Delaware, Ohio 43015, and Central Ohio Mental Health Center, 250 South Henry Street, Delaware, Ohio 43015 ("COMHC") (hereinafter collectively referred to as the "Parties").

RECITALS

WHEREAS, the Delaware County Jail has received a federal grant under the Second Chance Act Family-Based Offender Substance Abuse Treatment Program to implement a family-based offender re-entry addiction recovery treatment program to incarcerated offenders diagnosed with chronic substance abuse issues; and

WHEREAS, Delaware County, the fastest growing county in Ohio, has experienced two decades of steady increases in the jail population as well as a surge in drug crimes and arrests and has increased its capacity from 178 beds in 2010 to 286 beds in 2011 with many incarcerated individuals who are abusing substances or have dual disorders; and

WHEREAS, the Delaware County Jail has invited Central Ohio Mental Health Center, with offices at 250 South Henry Street and 824 Bowtown Road, Delaware, Ohio an ODMH certified behavioral health care provider with expertise in the treatment of the offender population, to provide addiction recovery and mental health treatment;

NOW, THEREFORE, the Parties hereby agree as follows:

Section 1 – Scope of Services

- 1.1 COMHC will provide services, including diagnostic assessments, individual and group counseling sessions and parenting classes on-site at the Delaware County Jail. The Delaware County Sheriff's Office will transport for psychiatric assessments at a location determined by the treatment provider. COMHC will provide services to Delaware and Morrow County residents.
- 1.2 COMHC will obtain and maintain certification from ODMH for this program. The Delaware County Jail will provide documents necessary for certification, including copies of Certificates of Use and Occupancy and current fire inspection reports.
- 1.3 COMHC will provide 0.50 FTE appropriately-licensed counselors and/or social workers to provide the mental health services (dual disorders) and will provide them with clinical supervision.
- 1.4 The Delaware County Jail will provide safe, appropriate, and well-maintained office space for use by COMHC counselors for the provision of services. The Delaware County Jail will provide access to a telephone, fax machine, copier, and other general office equipment as necessary for COMHC's counselors to complete their duties at no cost to COMHC.
- 1.5 Delaware County Jail will refer to COMHC for treatment of male and/or female inmates who have been screened as likely having a substance use and/or a dual disorder.
- 1.6 COMHC will maintain its own clinical record on each inmate served in accordance with ODMH documentation standards.

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- 1.7 COMHC will communicate with staff of the Delaware County Jail for relevant clinical information regarding the inmates served that might assist in the assessment and treatment of the inmates. COMHC will abide by all Federal, State and local laws regarding the release of information.
- 1.8 COMHC may participate in case staffing and conferences as invited and permitted by the Delaware County Jail.
- 1.9 The Delaware County Jail remains responsible for the behavioral management of the inmates in its care including those referred to COMHC for alcohol and drug treatment and mental health services.

Section 2 – Compensation

Delaware County Jail will pay COMHC for the services of the counselor and the required clinical supervision per ODMH standards in the amount of \$60,000.00 to be paid in monthly installments of \$3,333.33 for the 18-month duration of the MOU. The budget for the program established by this MOU is attached hereto as Exhibit A and, by this reference, fully incorporated herein.

Section 3 – Term

This MOU shall be effective from April 1, 2012 through September 30, 2013 and may only be amended or renewed upon mutual agreement in writing signed by both Parties.

Section 4 – Insurance

- 4.1 General Liability Coverage: COMHC shall maintain general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000.
- 4.2 Workers' Compensation Coverage: COMHC shall maintain workers' compensation coverage as required by the laws of the State of Ohio.
- 4.3 Additional Insured: Delaware County, its elected officials and employees, shall be named as additional insured with respect to all activities under this MOU in the policy required by Subsection 4.1.
- 4.4 Proof of Insurance: COMHC shall, upon request, furnish Delaware County with properly executed certificates of insurance for all insurance required by this MOU and properly executed endorsements listing the additional insured as required in Subsection 4.3. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. COMHC will replace certificates for any insurance expiring prior to completion of this MOU.

Section 5 – Liability and Warranties

To the fullest extent permitted by law, neither party shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to this MOU. 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.

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, COMHC shall indemnify and hold free and harmless Delaware County and 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 there from, to the proportionate extent caused by any negligent acts, errors or omissions of COMHC, its employees and agents or any other person for whose acts any of them may be liable.

Section 6 – Termination

Either party may terminate this MOU by providing written notice thirty (30) days prior to the effective date of the termination. The County is not liable for payment for work performed after the date of termination.

Section 7 – Miscellaneous Terms & Conditions

- 7.1 Prohibited Interests: COMHC agrees that no agent, officer, or employee of Delaware County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this MOU or the proceeds thereof. COMHC 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 MOU, without the prior express written consent of Delaware County.
- 7.2 Independent Contractor: The Parties acknowledge and agree that COMHC is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. COMHC also agrees that, as an independent contractor, COMHC assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.
- 7.3 Entire Agreement: This MOU, and all documents incorporated by reference, shall constitute the entire understanding and agreement between the County and the COMHC, shall supersede all prior understandings

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and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

- 7.4 Governing Law: This MOU shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this MOU shall be filed in and heard before the courts of Delaware County, Ohio.
- 7.5 Headings: The subject headings of the Sections and Subsections in this MOU are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This MOU shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 7.6 Waivers: No waiver of breach of any provision of this MOU shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this MOU or any other provision hereof. No term or provision of this MOU 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.
- 7.7 Severability: If any item, condition, portion, or section of this MOU 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 MOU and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.
- 7.8 Homeland Security: COMHC 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, COMHC agrees to make such certification by completing the declaration of material assistance/non assistance described in R.C. § 2909.33(A) and understands that this MOU 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 MOU and by this reference made a part of this MOU.
- 7.9 Non-Discrimination/Equal Opportunity: COMHC hereby certifies that, in the hiring of employees for the performance of work under this MOU that neither it nor any subcontractor, 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 MOU relates.

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

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

EXHIBIT A

**Central Ohio Mental Health Center
Delaware County Jail Addiction Recovery Treatment & Mental Health Services Program
Budget for the period from April 1, 2012 through September 30, 2013**

	<u>FTE's</u>	<u>04/01/12 through 03/31/12 (12 months)</u>	<u>04/01/13 through 09/30/13 (6 months)</u>	<u>Total (18 months)</u>
Salaries & Wages				
Counselor	.50 FTE	\$22,500	\$11,588	\$34,088
Clinical Supervisor	.08 FTE	4,520	2,326	6,846
Total		\$27,020	\$13,914	\$40,934
Fringe Benefits		7,565	3,895	11,460
Total Personnel		\$34,585	\$17,809	\$52,394
Psychiatric Services (Includes Assessments & Follow-up)		5,070	2,536	7,606

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<i>Total Expenses</i>	<u>\$39,655</u>	<u>\$20,345</u>	<u>\$60,000</u>
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Narrative:

.50 FTE Counselor will provide direct services to program participants.

.08 FTE Clinical Supervisor will provide clinical supervision for the counselor.

Fringe benefits include employer's share of payroll taxes, unemployment insurance, worker's compensation premiums, health, dental and life insurance premiums and pension.

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

RESOLUTION NO. 12-504

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS FOR AND ON BEHALF OF THE DELAWARE COUNTY JAIL AND MARYHAVEN TO PROVIDE ODADAS/ODMH CERTIFIED OUTPATIENT TREATMENT PROGRAM SERVICES (CO-OCCURRING) FOR THE DELAWARE COUNTY JAIL:

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

Whereas, the Sheriff and Sheriff's Office Staff recommend approval of the Memorandum of Understanding;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Memorandum of Understanding on behalf of the Delaware County Jail with Maryhaven to provide ODADAS/ODMH certified Outpatient Treatment Program services (Co-Occurring) for the Delaware County Jail.

**MEMORANDUM OF UNDERSTANDING
DELAWARE COUNTY JAIL AND MARYHAVEN**

This Memorandum of Understanding ("MOU") is made and entered into by and between the Delaware County Board of Commissioners for and on behalf of the Delaware County Jail, 844 US 42 North, Delaware, Ohio 43015, and Maryhaven, 615 Sunbury Road, Delaware, Ohio 43015 ("Maryhaven") (hereinafter collectively referred to as the "Parties").

RECITALS

WHEREAS, the County has received a federal grant under the Second Chance Act to provide addiction recovery treatment and mental health services to incarcerated high risk offenders diagnosed with chronic substance abuse issues or dual disorders (substance abuse and mental health); and

WHEREAS, Delaware County, the fastest growing county in Ohio, has experienced two decades of steady increases in the jail population as well as a surge in drug crimes and arrests and has increased its capacity from 178 beds in 2010 to 286 beds in 2011 with many incarcerated individuals who are abusing substances or have dual disorders; and

WHEREAS, the Delaware County Jail has invited Maryhaven, with offices at 615 Sunbury Road, Delaware, Ohio an ODADAS and ODMH certified behavioral health care provider with expertise in the treatment of the offender population, to provide addiction recovery and mental health treatment;

NOW, THEREFORE, the Parties hereby agree as follows:

Section 1 – Scope of Services

- 1.1 Maryhaven will provide ODADAS/ODMH certified Outpatient Treatment Program services, including assessment, individual and group counseling, crisis intervention, and case management services on-site at the Delaware County Jail.
- 1.2 Maryhaven will obtain and maintain certification from ODADAS and ODMH for this program. The Delaware County Jail will provide documents necessary for certification, including copies of Certificates of Use and Occupancy and current fire inspection reports.
- 1.3 Maryhaven will provide 0.50 FTE appropriately-licensed counselors and/or social workers to provide the mental health services (dual disorders) and will provide them with clinical supervision.
- 1.4 The Delaware County Jail will provide safe, appropriate, and well-maintained office space for use by Maryhaven's counselors for the provision of services. The Delaware County Jail will provide access to a telephone, fax machine, copier, and other general office equipment as necessary for Maryhaven's counselors to complete their duties at no cost to Maryhaven.

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- 1.5 Delaware County Jail will refer to Maryhaven for treatment of male and/or female inmates who have been screened as likely having a substance use and /or a dual disorder.
- 1.6 Maryhaven will maintain its own clinical record on each inmate served in accordance with ODADAS/ODMH documentation standards.
- 1.7 Maryhaven will communicate with staff of the Delaware County Jail for relevant clinical information regarding the inmates served that might assist in the assessment and treatment of the inmates. Maryhaven will abide by all Federal, State and local laws regarding the release of information.
- 1.8 Maryhaven may participate in case staffing and conferences as invited and permitted by the Delaware County Jail.
- 1.9 The Delaware County Jail remains responsible for the behavioral management of the inmates in its care including those referred to Maryhaven for alcohol and drug treatment and mental health services.

Section 2 – Compensation

Delaware County Jail will pay Maryhaven for the services of the counselor and the required clinical supervision per ODADAS and ODMH standards in the amount of \$74,880.00 to be paid in monthly installments of \$4,160.00 for the 18-month duration of the MOU. The budget for the program established by this MOU is attached hereto as Exhibit A and, by this reference, fully incorporated herein.

Section 3 – Term

This MOU shall be effective from April 1, 2012 through September 30, 2013 and may only be amended or renewed upon mutual agreement in writing signed by both Parties.

Section 4 – Insurance

- 4.1 General Liability Coverage: Maryhaven shall maintain general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000.
- 4.2 Workers' Compensation Coverage: Maryhaven shall maintain workers' compensation coverage as required by the laws of the State of Ohio.
- 4.3 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this MOU in the policy required by Subsection 4.1.
- 4.4 Proof of Insurance: Maryhaven shall, upon request, furnish Delaware County with properly executed certificates of insurance for all insurance required by this MOU and properly executed endorsements listing the additional insured as required in Subsection 4.3. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Maryhaven will replace certificates for any insurance expiring prior to completion of this MOU.

Section 5 – Liability and Warranties

To the fullest extent permitted by law, neither party shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to this MOU. 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.

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, Maryhaven shall indemnify and hold free and harmless Delaware County and 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 proportionate extent caused by any negligent acts, errors or omissions of Maryhaven, its employees and agents or any other person for whose acts any of them may be liable.

Section 6 – Termination

Either party may terminate this MOU by providing written notice thirty (30) days prior to the effective date of the termination. The County is not liable for payment for work performed after the date of termination.

Section 7 – Miscellaneous Terms & Conditions

- 7.1 Prohibited Interests: Maryhaven agrees that no agent, officer, or employee of Delaware County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this MOU or the proceeds thereof. Maryhaven 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 MOU, without the prior express written consent of Delaware County.
- 7.2 Independent Contractor: The Parties acknowledge and agree that Maryhaven is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Maryhaven also agrees that, as an independent contractor, Maryhaven assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation,

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unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.

- 7.3 Entire Agreement: This MOU, and all documents incorporated by reference, shall constitute the entire understanding and agreement between the County and Maryhaven, 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.
- 7.4 Governing Law: This MOU shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this MOU shall be filed in and heard before the courts of Delaware County, Ohio.
- 7.5 Headings: The subject headings of the Sections and Subsections in this MOU are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This MOU shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 7.6 Waivers: No waiver of breach of any provision of this MOU shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this MOU or any other provision hereof. No term or provision of this MOU 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.
- 7.7 Severability: If any item, condition, portion, or section of this MOU 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 MOU and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.
- 7.8 Homeland Security: Maryhaven 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, Maryhaven agrees to make such certification by completing the declaration of material assistance/non assistance described in R.C. § 2909.33(A) and understands that this MOU 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 MOU and by this reference made a part of this MOU.
- 7.9 Non-Discrimination/Equal Opportunity: Maryhaven hereby certifies that, in the hiring of employees for the performance of work under this MOU that neither it nor any subcontractor, 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 MOU relates.

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

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

EXHIBIT A
Maryhaven

Delaware County Jail Addiction Recovery Treatment & Mental Health Services Program
Budget for the period from April 1, 2012 through September 30, 2013

	<u>FTE's</u>	<u>04/01/12 through 03/31/12 (12 months)</u>	<u>04/01/13 through 09/30/13 (6 months)</u>	<u>Total (18 months)</u>
Salaries & Wages				
Counselor	.50 FTE	\$22,500	\$11,588	\$34,088
Clinical Supervisor	.08 FTE	4,520	2,326	6,846
Director, Adult Services	.01 FTE	957	493	1,450
Total		\$27,977	\$14,407	\$42,384
Fringe Benefits		7,973	4,106	12,079

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Total Personnel	\$39,950	\$18,513	\$54,463
Staff Travel	2,400	1,200	3,600
Program Supplies	4,700	2,350	7,050
Total Direct	\$43,050	\$22,063	\$65,113
Admin & Support Services	6,458	3,309	9,767
Total Expenses	\$49,508	\$25,372	\$74,880

Narrative:

.50 FTE Counselor will provide direct services to program participants.

.08 FTE Clinical Supervisor will provide clinical supervision for the counselor.

.01 FTE Director, Adult Services will provide program supervision, assist clinical supervisor with development of program curriculum.

Fringe benefits include employer’s share of payroll taxes, unemployment insurance, worker’s compensation premiums, health, dental and life insurance premiums and pension.

Staff travel includes mileage reimbursement. Current agency reimbursement rate = \$0.50/mile.

Program supplies include clinical charting materials, forms, office supplies, printer cartridges, program curriculum materials, workstation licenses, cell phones, etc.

Administrative charges (7.5 % of direct services) include costs for recruitment and hiring staff, administration, payroll, bookkeeping and financial management, annual audit, etc. Supportive service charges (7.5 % of direct services) include costs for IT services, quality assurance functions including maintenance of certifications, medical records, professional liability insurance and clerical assistance.

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

RESOLUTION NO. 12-505

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS FOR AND ON BEHALF OF THE DELAWARE COUNTY JAIL, AND MARYHAVEN FOR ODADAS CERTIFIED OUTPATIENT TREATMENT PROGRAM SERVICES (FAMILY-BASED) FOR THE DELAWARE COUNTY JAIL:

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

Whereas, the Sheriff and Sheriff’s Office Staff recommend approval of the Memorandum Of Understanding;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Memorandum Of Understanding On Behalf Of The Delaware County Jail with Maryhaven for ODADAS Certified Outpatient Treatment Program Services (Family-Based) for The Delaware County Jail.

**MEMORANDUM OF UNDERSTANDING
DELAWARE COUNTY JAIL AND MARYHAVEN**

This Memorandum of Understanding (“MOU”) is made and entered into by and between the Delaware County Board of Commissioners for and on behalf of the Delaware County Jail, 844 US 42 North, Delaware, Ohio 43015, and Maryhaven, 615 Sunbury Road, Delaware, Ohio 43015 (“Maryhaven”) (hereinafter collectively referred to as the “Parties”).

RECITALS

WHEREAS, the Delaware County Jail has received a federal grant under the Second Chance Act Family-Based Offender Substance Abuse Treatment Program to implement a family-based offender re-entry addiction recovery treatment program to incarcerated offenders diagnosed with chronic substance abuse issues; and

WHEREAS, Delaware County, the fastest growing county in Ohio, has experienced two decades of steady increases in the jail population as well as a surge in drug crimes and arrests and has increased its capacity from 178 beds in 2010 to 286 beds in 2011 with many incarcerated individuals who are abusing substances or have dual disorders; and

WHEREAS, the Delaware County Jail has invited Maryhaven, with offices at 615 Sunbury Road, Delaware, Ohio

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an ODADAS and ODMH certified behavioral health care provider with expertise in the treatment of the offender population, to provide addiction recovery and mental health treatment;

NOW, THEREFORE, the Parties hereby agree as follows:

Section 1 – Scope of Services

- 1.1 Maryhaven will provide ODADAS certified Outpatient Treatment Program services, including assessment, individual and group counseling, crisis intervention, and case management services on-site at the Delaware County Jail to inmates and their identified family member(s).
- 1.2 Maryhaven will obtain and maintain certification from ODADAS for this program. The Delaware County Jail will provide documents necessary for certification, including copies of Certificates of Use and Occupancy and current fire inspection reports.
- 1.3 Maryhaven will provide 0.50 FTE appropriately-licensed counselors and/or social workers to provide the mental health services (dual disorders) and will provide them with clinical supervision.
- 1.4 The Delaware County Jail will provide safe, appropriate, and well-maintained office space for use by Maryhaven's counselors for the provision of services. The Delaware County Jail will provide access to a telephone, fax machine, copier, and other general office equipment as necessary for Maryhaven's counselors to complete their duties at no cost to Maryhaven.
- 1.5 Delaware County Jail will refer to Maryhaven for treatment of male and/or female inmates who have been screened as likely having a substance use and /or a dual disorder.
- 1.6 Maryhaven will maintain its own clinical record on each inmate served in accordance with ODADAS documentation standards.
- 1.7 Maryhaven will communicate with staff of the Delaware County Jail for relevant clinical information regarding the inmates served that might assist in the assessment and treatment of the inmates. Maryhaven will abide by all Federal, State and local laws regarding the release of information.
- 1.8 Maryhaven may participate in case staffing and conferences as invited and permitted by the Delaware County Jail.
- 1.9 The Delaware County Jail remains responsible for the behavioral management of the inmates in its care including those referred to Maryhaven for alcohol and drug treatment and mental health services.

Section 2 – Compensation

Delaware County Jail will pay Maryhaven for the services of the counselor and the required clinical supervision per ODADAS standards in the amount of \$83,200.00 to be paid in monthly installments of \$4,622.22 for the 18-month period of the MOU. The budget for the program established by this MOU is attached hereto as Exhibit A and, by this reference, fully incorporated herein.

Section 3 – Term

This MOU shall be effective from April 1, 2012 through September 30, 2013 and may only be amended or renewed upon mutual agreement in writing signed by both Parties.

Section 4 – Insurance

- 4.1 General Liability Coverage: Maryhaven shall maintain general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000.
- 4.2 Workers' Compensation Coverage: Maryhaven shall maintain workers' compensation coverage as required by the laws of the State of Ohio.
- 4.3 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this MOU in the policy required by Subsection 4.1.
- 4.4 Proof of Insurance: Maryhaven shall, upon request, furnish Delaware County with properly executed certificates of insurance for all insurance required by this MOU and properly executed endorsements listing the additional insured as required in Subsection 4.3. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Maryhaven will replace certificates for any insurance expiring prior to completion of this MOU.

Section 5 – Liability and Warranties

To the fullest extent permitted by law, neither party shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to this MOU. 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.

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Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, Maryhaven shall indemnify and hold free and harmless Delaware County and 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 proportionate extent caused by any negligent acts, errors or omissions of Maryhaven, its employees and agents or any other person for whose acts any of them may be liable.

Section 6 – Termination

Either party may terminate this MOU by providing written notice thirty (30) days prior to the effective date of the termination. The County is not liable for payment for work performed after the date of termination.

Section 7 – Miscellaneous Terms & Conditions

- 7.1 **Prohibited Interests:** Maryhaven agrees that no agent, officer, or employee of Delaware County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this MOU or the proceeds thereof. Maryhaven 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 MOU, without the prior express written consent of Delaware County.
- 7.2 **Independent Contractor:** The Parties acknowledge and agree that Maryhaven is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Maryhaven also agrees that, as an independent contractor, Maryhaven assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.
- 7.3 **Entire Agreement:** This MOU, and all documents incorporated by reference, shall constitute the entire understanding and agreement between the County and Maryhaven, 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.
- 7.4 **Governing Law:** This MOU shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this MOU shall be filed in and heard before the courts of Delaware County, Ohio.
- 7.5 **Headings:** The subject headings of the Sections and Subsections in this MOU are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This MOU shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 7.6 **Waivers:** No waiver of breach of any provision of this MOU shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this MOU or any other provision hereof. No term or provision of this MOU 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.
- 7.7 **Severability:** If any item, condition, portion, or section of this MOU 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 MOU and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.
- 7.8 **Homeland Security:** Maryhaven 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, Maryhaven agrees to make such certification by completing the declaration of material assistance/non assistance described in R.C. § 2909.33(A) and understands that this MOU 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 MOU and by this reference made a part of this MOU.
- 7.9 **Non-Discrimination/Equal Opportunity:** Maryhaven hereby certifies that, in the hiring of employees for the performance of work under this MOU that neither it nor any subcontractor, 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 MOU relates.

Maryhaven further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this MOU on account of race, color, religion, sex, age, disability as

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defined in section 4112.01 of the Revised Code, national origin, or ancestry.

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

EXHIBIT A

**Maryhaven
Delaware County Jail Addiction Recovery Treatment & Mental Health Services Program
Budget for the period from April 1, 2012 through September 30, 2013**

	<u>FTE's</u>	<u>04/01/12 through 03/31/12 (12 months)</u>	<u>04/01/13 through 09/30/13 (6 months)</u>	<u>Total (18 months)</u>
Salaries & Wages				
Counselor	.50 FTE	\$22,500	\$11,588	\$34,088
Clinical Supervisor	.08 FTE	4,520	2,326	6,846
Director, Adult Services	.01 FTE	957	493	1,450
Total		\$27,977	\$14,407	\$42,384
Fringe Benefits		7,973	4,106	12,079
Total Personnel		\$35,950	\$18,513	\$54,463
Travel & Transportation		5,900	2,984	8,884
Program Supplies		6,000	3,000	9,000
Total Direct		\$47,850	\$24,497	\$72,347
Admin & Support Services		7,178	3,675	10,853
Total Expenses		\$55,028	\$28,172	\$83,200

Narrative:

.50 FTE Counselor will provide direct services to program participants.

.08 FTE Clinical Supervisor will provide clinical supervision for the counselor.

.01 FTE Director, Adult Services will provide program supervision, assist clinical supervisor with development of program curriculum.

Fringe benefits include employer's share of payroll taxes, unemployment insurance, worker's compensation premiums, health, dental and life insurance premiums and pension. Fringes are calculated at 28.5 % of direct salaries.

Staff travel includes mileage reimbursement and is budgeted at \$3,600 for the grant period. Current agency reimbursement rate = \$0.50/mile. An additional \$5,284 is budgeted to assist family members with cab transport to/from sessions when other means of transport is not available.

Program supplies include clinical charting materials, forms, office supplies, printer cartridges, program curriculum materials, workstation licenses, cell phones, etc.

Administrative charges (7.5 % of direct services) include costs for recruitment and hiring staff, administration, payroll, bookkeeping and financial management, annual audit, etc. Supportive service charges (7.5 % of direct services) include costs for IT services, quality assurance functions including maintenance of certifications, medical records, professional liability insurance and clerical assistance.

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien

-Third Thursday Chamber Event; Speaker Was Director Jenkins From Job And Family Services

-Attended A 911 Motorola Meeting With Administrators To Review Upgrades And Future Needs

-Attended A Central Ohio Youth Center Meeting; Collective Bargaining; Champagne County Participation In Facilities; Franklin County Bed Count Limit; Full Board Meeting 3rd Week Of July

Commissioner Thompson

-It Was Great Weekend In Delaware; Arts Festival; Ohio Wesleyan University Alumni Weekend; New

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Major League Lacrosse Team Ohio Machine

**Commissioner Stapleton
-Weekend Showcase Delaware County**

RESOLUTION NO. 12-506

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF DISCIPLINE, COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn into Executive Session at 10:12AM.

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

RESOLUTION NO. 12-507

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 10:27AM.

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

RESOLUTION NO. 12-508

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF DISCIPLINE, DISMISSAL, COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn into Executive Session at 10:28AM.

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

RESOLUTION NO. 12-509

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Thompson, seconded by Mr. O'Brien to adjourn out of Executive Session at 11:42AM.

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

RESOLUTION NO. 12-510

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director Emergency Medical Services recommends the termination of Stacey Montague; effective May 21, 2012.

Therefore Be It Resolved, that the Board of Commissioners approve the termination of Stacey Montague; effective May 21, 2012.

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

RECESS UNTIL 1:30PM

1:36PM RECONVENE IN THE FIELD

IN THE FIELD:

1:30PM VIEWING FOR CONSIDERATION OF THE OAK CREEK PHASE 1, 1-2, 1-3, 1-4, 1-5, 1-6 SUBDIVISION SITE DRAINAGE PETITION:

On Monday May 21st, 2012, at 1:30PM near the corner of Cottonwood Drive and Wilhoit Ave The Delaware County Commissioners viewed the watershed area with staff members from the Delaware County Engineer's Office and The Delaware County Soil and Water Conservation District.

Commissioners

Dennis Stapleton, Ken O'Brien And Tommy Thompson Were Present

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On February 29, 2012, a drainage maintenance petition for the Oak Creek Phase 1, 1-2, 1-3, 1-4, 1-5, 1-6 Subdivision site was filed with the Board of County Commissioners to: 1) To replace, repair or alter the existing improvements as required and to maintain these improvements and associated engineering design plan. 2) In Delaware County, Orange Township, in the Oak Creek Phase 1, 1-2, 1-3, 1-4, 1-5, 1-6 Subdivision site and generally following the existing course and terrain of the improvement.

Viewing:

- Projects Since 1998 Are Automatically Placed On County Drainage Maintenance Program
- Currently No Major Issues Are Know To Exist; Infrastructure Valued At \$1.9 Mill And If Approved Money Pooled Only For This Project;
- Some Areas In Township Road Right Of Way;
- Reviewed Lateral Junction Points, Curb Inlets, And Outlets On Map
- Area Outline: South Old State Road Edge; Area Crosses Over Old Powell Road To Behind Commercial Property On 750, Ends Before Veterinary Hospital; On Other Side, Area Ends Before School And Condo Area-Only The Pond In The Far Side Is Included.

The following is a PDF copy of the Commissioners' Office sign-in sheet of the people present at the viewing who chose to sign the sign-in sheet.

SIGN-IN SHEET FOR MAY 21, 2012

1:30PM Viewing For Consideration Of The Oak Creek Phase 1, 1-2, 1-3, 1-4, 1-5, 1-6 Subdivision Drainage Petition

	NAME	ADDRESS
1	Gen Walraven	Clerk to Board
2	Aric Hochstetler	Prosecutor's Office
3	Ken O'Brien	Commissioner's Office
4	Larry Uffinger	SWCD
5	Tommy Thompson	Commissioner
6	Brett Bergeford	Del Co. Engineer
7	MIKE McKEEN	1330 Cottonwood Dr
8	Matt Lewis	SWCD
9	Michael Stella	8429 Ryan Dr
10	LISA KUTIN	1526 Cottonwood Dr
11	Brian Jones	1544 Cottonwood
12	Hannah Frost	1510 Cottonwood Dr
13	Brucke Kullberg	1609 Cottonwood Dr
14	David [unclear]	Commissioner
15	Karen Starling	SWCD
16		

There being no further business, the meeting adjourned.

Ken O'Brien

Dennis Stapleton

Tommy Thompson