

COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 11, 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

10:00 AM Public Hearing #2 For Delaware County's Formula 2012 Community Development Block Grants (CDBG)

RESOLUTION NO. 12-562

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 7, 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 June 7, 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. 12-563

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0608:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0608 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Beem's BP	Fuel	10011106-5228	\$ 75,000.00
Delaware Motive	Parts for Service Center	10011106-5228	\$ 10,000.00
Downes Fishel Hass Kim	Legal Services 911	21411306-5362	\$ 8,000.00
American Electric Power	Utility	21411306-5338	\$ 8,000.00
PNC	Pro Card 911	21411306-5200	\$ 2,000.00

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

RESOLUTION NO. 12-564

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Court of Common Pleas (Adult Court Services) is requesting that Alison Castrilla, Tamar Fowler, Ryan Swinehart, Jarrod Burton, and Carolee Conklin attend the 13th Annual Line Staff Training in Columbus, Ohio June 21-22, 2012, at the cost of \$750.00 (Fund Number 25722304).

The Child Support Enforcement Agency is requesting that Sandra Disantis and Sherry Fleury attend an Attorney Networking Meeting in Lancaster, Ohio August 16, 2012; at the cost of \$70.00 (Fund Number 23711630).

The Administrative Services Department is request that Dawn Huston, Brad Euans and Gina Fasone attend an Ohio Public Employee Labor Relations Seminar in Columbus, Ohio June 8, 2012, at no cost.

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

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RESOLUTION NO. 12-565

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

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

Whereas the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

Now Therefore Be It Resolved that the following permits are hereby approved by The Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U12-033	Columbia Gas of Ohio	Rome Corners Road	Install 6" plastic line
U12-034	Gudenkauf Corporation	Gooding Boulevard	Install fiber optic

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

RESOLUTION NO. 12-566

IN THE MATTER OF APPROVING AN AGREEMENT TO ALLOW THE DELAWARE SOIL & WATER CONSERVATION DISTRICT TO USE A DELAWARE COUNTY ENGINEER'S OFFICE VEHICLE:

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

Whereas, the Delaware County Soil and Water Conservation District has need for periodic use of a two-ton single axle dump truck; and

Whereas, the Delaware County Engineer has custody and control of such a vehicle owned by the County;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the Agreement to allow the Delaware County Soil and Water Conservation District to use such County owned vehicle as outlined in the Agreement as below listed:

AGREEMENT TO ALLOW THE DELAWARE SOIL & WATER CONSERVATION DISTRICT TO USE A DELAWARE COUNTY ENGINEER'S OFFICE VEHICLE

ARTICLE 1 – PREAMBLE

This Agreement is entered into this 11th day of June, 2012, by and between the Delaware County Board of Commissioners ("County"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Delaware Soil & Water Conservation District ("SWCD"), whose address is 557-A Sunbury Road, Delaware, Ohio 43015 (hereinafter collectively the "Parties").

ARTICLE 2 – PURPOSE

The purpose of this Agreement is to provide for the conditions on which the SWCD may use a two-ton single axle dump truck ("Vehicle") owned by the County and under the custody and control of the Delaware County Engineer ("Engineer"), with whose consent this Agreement is made.

ARTICLE 3 – TERM

This Agreement shall take effect immediately upon the ratification of all of the Parties hereto and shall continue in effect until December 31, 2013, whereupon it may be renewed for successive two year terms, if approved in writing by the Parties.

ARTICLE 4 – CONSIDERATION

The Parties mutually acknowledge and agree that the purpose of this Agreement furthers the interests of intergovernmental cooperation and shared services. Therefore, the Parties agree that no monetary compensation shall be provided under this Agreement.

ARTICLE 5 – VEHICLE USE

The Parties understand and agree that this Agreement is for the use of a Vehicle, subject to designation and availability within the Engineer's sole discretion. The SWCD shall use the Vehicle only for its intended purpose within industry operational standards. The SWCD shall only permit individuals with all required licenses and certifications to operate the Vehicle, and the SWCD shall provide evidence thereof upon request by the County or the Engineer.

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ARTICLE 6 – PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS

The County and the SWCD agree to be and shall be responsible for their own respective actions, and the actions of their respective officers, employees, agents, representatives, volunteers, servants, etc., arising from this Agreement. Therefore, each Party agrees to be individually and solely responsible for any and all accidents, liability, losses, damage, injury, including death, and/or related expenses that each may incur as a result of their own actions in the performance of this Agreement.

ARTICLE 7 – INSURANCE

The SWCD certifies that, for the full term of this Agreement, it shall be covered by self-insurance and/or general liability insurance with a combined minimum limit of One Million Dollars (\$1,000,000.00) and automobile liability insurance with a combined minimum limit of One Million Dollars (\$1,000,000.00). The SWCD shall cause Delaware County to be listed as additional insured on all policies required by this Agreement. The SWCD shall provide proof of such insurance, and copies of properly executed endorsements listing Delaware County as additional insured, upon a request by the County or the Engineer made in writing. Except in the case of self-insurance, any insurance coverage shall be issued by companies authorized to issue such policies within the State of Ohio.

ARTICLE 8 – TERMINATION

Either Party may terminate this Agreement for cause upon the occurrence of breach or default by providing written notice of termination to the other Party. Termination for cause shall be effective immediately upon provision of the written notice. Either Party may terminate this Agreement for convenience upon providing ninety (90) days written notice of termination to the other Party.

ARTICLE 9 – DISPUTE RESOLUTION

The Parties agree to submit any disputes arising under this Agreement to informal direct negotiations. If a resolution cannot be reached by direct negotiations, any Party may take any action authorized by law to resolve the dispute, but the Parties agree to engage in good faith negotiations prior to any formal legal or administrative action.

ARTICLE 10 – MISCELLANEOUS

A. SEVERABILITY

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

B. ENTIRE AGREEMENT

This Agreement shall constitute the entire understanding and agreement among the Parties, 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.

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

RESOLUTION NO. 12-567

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES CONTRACT WITH BURGESS & NIPLE INC. FOR THE PROJECT KNOWN AS DEL-CR14 EAST POWELL ROAD IMPROVEMENTS:

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

WHEREAS, section 305.15 of the Revised Code provides that a Board of Commissioners may enter into contracts with any person, firm, partnership, association, or corporation qualified to perform engineering services in the state; and

WHEREAS, the County Engineer has received proposals from engineering firms interested in providing services for the project known as DEL-CR14 EAST POWELL ROAD IMPROVEMENTS; and

WHEREAS, the County Engineer has selected the consulting firm of Burgess & Niple Inc. through a Qualifications-Based Selection Process and has negotiated a fee and agreement to provide the required services for engineering and design of the improvements, and requests that the Board enter into Contract with said firm;

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

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that the following Professional Services Contract is hereby approved:

PROFESSIONAL SERVICES CONTRACT

**DEL-CR14 East Powell Road Improvements
Prime Agreement (Part 1)**

Section 1 – Parties to the Agreement

Agreement made and entered into this 11th day of June, 2012 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and the firm of Burgess & Niple Inc., 5085 Reed Road, Columbus, Ohio 43220 (“Consultant”).

Section 2 – Contract Administrator

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

Section 3 – Scope of Services (Work)

Consultant agrees to furnish, unto the County, professional services in accordance with the Scope of Services dated March 26, 2012, and Price Proposal dated May 17, 2012, by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work promptly and in a skillful and competent manner under the direction of the Administrator and in accordance with accepted professional standards.

Section 4 – Compensation

Compensation for Work performed under this Agreement shall be in accordance with the aforesaid Scope of Services and Price Proposal and shall be based on a lump sum base fee not to exceed Six Hundred Forty Five Thousand Dollars (\$645,000.00) plus additional “If Authorized” tasks identified in said Price Proposal not to exceed Seventy One Thousand Dollars (\$71,000.00) in total, as listed in the Consultant’s aforementioned Price Proposal. Compensation shall constitute full payment for all labor, equipment and materials required to complete the required Work.

Section 5 – Payment

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

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

The Consultant shall commence Work upon written authorization of the Administrator and shall complete the work no later than August 15, 2013. Consultant shall not proceed with Work on “If Authorized” tasks without written authorization from the Administrator. In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

Section 7 – Insurance

- 7.1 **General Liability Coverage:** Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 **Automobile Liability Coverage:** Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 **Workers’ Compensation Coverage:** Consultant shall maintain workers’ compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 **Professional Liability Insurance:** Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 7.5 **Additional Insureds:** The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.6 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Consultant, and all of its

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subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Indemnification

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

Section 9 – Suspension or Termination of Agreement

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

Section 10 – Change in Scope of Work

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

Section 11 – Ownership of Engineering Documents

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents or electronic files produced under this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Change of Key Consultant Staff

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Work as contemplated at the time of executing this Agreement.

Section 13 – Miscellaneous Terms & Conditions

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

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be effective and to be complied with.

- 13.7 Findings for Recovery: Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.8 Homeland Security: Consultant certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Consultant agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and “No” being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.
- 13.9 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any 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 Agreement relates.

Consultant 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 Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

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

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

- 13.10 Campaign Finance – Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

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

RESOLUTION NO. 12-568

IN THE MATTER OF APPROVING THE SUPPLEMENTAL APPROPRIATION IN THE EMERGENCY MANAGEMENT PROGRAM GRANT (EMPG):

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

WHEREAS, the Delaware County Office of Homeland Security and Emergency Management was recently awarded a special project grant for school planning; and

WHEREAS, the grant requires no local match;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approves the supplemental appropriations:

Supplemental Appropriation

21581301-5001	EMA/C compensation	8,587.88
21581301-5120	EMA/PERS	1,202.31
21581301-5131	EMA/Medicare	124.52
21581301-5102	EMA/Workers Comp	77.29
21581301-5260	EMA/Tools & Equipment	4,899.00
21581301-5305	EMA/Training	3,000.00

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

RESOLUTION NO. 12-569

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IN THE MATTER OF APPROVING THE SUPPLEMENTAL APPROPRIATION IN THE FY10 CITIZEN CORPS PROGRAM GRANT (CCP) AND RENAMING OF ORGANIZATIONAL KEY:

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

WHEREAS, the Delaware County Office of Homeland Security and Emergency Management was recently awarded a grant for the purpose of promoting citizen preparedness; and

WHEREAS, the grant has no local match;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approves the supplemental appropriations and renaming of the Org Key:

Rename Org Key		
21581306	FY10 CCP	
Supplemental Appropriations		
21581306 -5001	FY10 CCP/Compensation	13,363.12
21581306 -5120	FY10 CCP/PERS	1,870.84
21581306 -5131	FY10 CCP/Medicare	193.77
21581306 -5102	FY10 CCP/Worker;s Comp	120.27

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

RESOLUTION NO. 12-570

IN THE MATTER OF APPROVING THE SUPPLEMENTAL APPROPRIATION IN THE FY11 MITIGATION PLANNING GRANT (MPG) AND RENAMING OF ORGANIZATIONAL KEY:

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

WHEREAS, the Delaware County Office of Homeland Security and Emergency Management was recently awarded a grant for the purpose of planning for mitigation purposes; and

WHEREAS, the local match will be covered by work of current EMA staff on the project;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approves the supplemental appropriations and renaming of the Org Key:

Rename Org Key		
21581307	FY11 MPG	
Supplemental Appropriations		
21581307 -5001	FY11 MPG/Compensation	12,437.47
21581307 -5120	FY11 MPG/PERS	1,741.25
21581307- 5131	FY11 MPG/Medicare	180.34
21581307 -5102	FY11 MPG/Worker's Comp	111.94

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

RESOLUTION NO. 12-571

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 JUSTICE SCIENCE COLLECTIVE, LLC, FOR THE DELAWARE COUNTY JAIL GRANT PROGRAMS:

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 for and on behalf of the Delaware County Jail And Justice Science Collective, Llc, for the Delaware County Jail Grant Programs.

MEMORANDUM OF UNDERSTANDING
DELAWARE COUNTY JAIL AND JUSTICE SCIENCE COLLECTIVE

This Memorandum of Understanding ("MOU") is made and entered into by and between the Delaware County Board

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of Commissioners for and on behalf of the Delaware County Jail, 844 US 42 North, Delaware, Ohio 43015, and Justice Science Collective, LLC, 16102 Deer Crest, San Antonio, Texas 78248 ("JSC") (hereinafter collectively referred to as the "Parties").

Section 1 – Purpose

The Delaware County Jail has applied for and been awarded grant funding under the U.S. Bureau of Justice Assistance ("BJA") Second Chance Act Reentry Demonstration Program: Targeting Offenders with Co-occurring Substance Abuse and Mental Health Disorders, FY 2011, for an initiative titled "The Delaware County Transition Program" ("DCTP"), and the Family-Based Substance Abuse Treatment Program, FY 2011, for an initiative titled "The Delaware County Jail Substance Abuse Treatment Program" ("DCJSAT") (collectively the "Grant Programs"). This MOU confirms that JSC is committed to the design and execution of a mixed-methods process and outcome evaluation of each of the Grant Programs. The process and outcome assessments are to be conducted by JSC during 2012-2013.

As noted in the BJA-approved budget, Justice Science Collective, LLC will receive \$57,200.00 for services over the two-year period.

As noted in the BJA-approved budget, Justice Science Collective, LLC will receive \$65,936.00 for services over the two-year period.

Section 2 – Scope of Services

In furtherance of the purpose stated in Section 1, JSC will be responsible for the following activities and deliverables:

- 1.1 Attendance and participation at required BJA new grantee orientation conference;
- 1.2 Obtain Institutional Review Board (IRB) approval for human subjects research;
- 1.3 Creation and management of databases for tracking offender participation and outcomes following release;
- 1.4 Four site visits for the purposes of qualitative data collection for the process evaluation, site visit activities including:
 - a) Focus-group interviews with all program participants;
 - b) In-depth interviews with program staff;
 - c) Observation of program activities; and
 - d) Review of program materials;
- 1.5 Monthly quantitative data collection from program staff for the outcome evaluation;
- 1.6 Comparison group construction using propensity score modeling (PSM) for the outcome evaluation;
- 1.7 Analysis of all qualitative and quantitative data via statistical software packages NVIVO 9 and SPSS;
- 1.8 Deliverables to include:
 - a) periodic feedback and recommendations for Jail administration regarding program issues and improvement opportunities;
 - b) a comprehensive research report communicating all qualitative and quantitative findings with practice recommendations;
 - c) evaluation findings component of final grant report;
 - d) dissemination of findings to a criminal justice practitioner journal; and
 - e) dissemination of findings to a criminal justice academic journal.

Section 3 – Compensation

Delaware County Jail will pay JSC, in accordance with the BJA-approved budget, a total sum of Fifty-Seven Thousand Two Hundred Dollars (\$57,200) for the DCTP and a total sum of Sixty-Five Thousand Nine Hundred Thirty-Six Dollars (\$65,936) for the DCJSAT, for a total compensation of One Hundred Twenty-Three Thousand One Hundred Thirty-Six Dollars (\$123,136). Budgets for the Grant Programs subject to this MOU are attached hereto as Exhibit A and, by this reference, fully incorporated herein.

Section 4 – Term

This MOU shall be effective on the date all Parties have executed this MOU through September 30, 2013 and may only be amended upon mutual agreement in writing signed by both Parties.

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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, JSC 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 JSC, 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:** JSC 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. JSC 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 JSC 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. JSC also agrees that, as an independent contractor, JSC 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 JSC, 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:** JSC 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, JSC 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:** JSC 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.

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JSC 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.

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

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

RESOLUTION NO. 12-572

IN THE MATTER OF AMENDING THE CHILD PLACEMENT SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND MARYHAVEN:

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

Whereas, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations, and

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

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract amendment with Maryhaven a Child Care Placement provider.

AMENDMENT TO CONTRACT
For
Child Placement and Related Services

AMENDMENT NO. 1

This Amendment, effective May 22, 2012, is to amend the Contract for Child Placement and Related Services between the Delaware County Department of Job and Family Services, a department of the Delaware County Commissioners, and Maryhaven, entered into on the first day of July, 2011.

- I. Article IV. Reimbursement for Placement Services: Changes the amount reimbursable under the contract from \$5,000.00 to \$13,200.00.

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

RESOLUTION NO. 12-573

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR JOB AND FAMILY SERVICES FAMILY CHILDREN'S FIRST:

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

Appropriation Transfers

From	To	
70161603-5301	70161603-5260	
FCF ADM/Contracted Profession Services	FCF ADM/INV Tools, Equipment, Furniture	\$ 4,000.00

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

RESOLUTION NO. 12-574

IN THE MATTER OF APPROVING A CONTRACT FOR THE PURCHASE OF LITTER COLLECTION CREWS BETWEEN THE BOARD OF HEALTH OF THE DELAWARE GENERAL HEALTH DISTRICT AND JUVENILE COURT:

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

**CONTRACT FOR THE PURCHASE OF
LITTER COLLECTION CREWS
BETWEEN THE
BOARD OF HEALTH OF THE
DELAWARE GENERAL HEALTH DISTRICT
AND
JUVENILE COURT**

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This Contract is entered into this 11th day of June, 2012 by and between the Board of Health of the Delaware General Health District (hereinafter, "DGI-1I"), whose address is 1 West Winter Street, Delaware, Ohio 43015 and Juvenile Court (hereinafter, "Contractor") whose address is 140 North Sandusky Street, Delaware, Ohio 43015 and the Board of County Commissioners of Delaware County (hereinafter, "Board") (hereinafter individually "Party," collectively, "Parties").

PRELIMINARY STATEMENTS

WHEREAS, DGHD is in need of supervised juvenile crew to provide seasonal litter collection within the Delaware General Health District,

WHEREAS, the Contractor is willing to provide such product or services; and,

WHEREAS, the Contractor is qualified and willing to provide those services at an agreed-upon price.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

1. PURPOSE OF CONTRACT:

The purpose of this Contract is to state the covenants and conditions under which the Contractor will provide supervised juvenile crews to pick up litter in public areas within the Health District. (hereinafter collectively "Services").

2. TERM:

This Agreement shall be effective February 20, 2012 through November 30, 2012.

3. RENEWAL:

Upon written agreement of the Parties, this Contract may be renewed for successive one (1) year periods subject to the same terms and conditions provided herein and upon any such terms and conditions as may be specifically agreed upon, added and/or amended in writing by the Parties.

4. SCOPE OF SERVICES/DELIVERABLES: The Contractor shall provide Services to the DGHD as follows:

A. Sixty (60) hours of Services shall be rendered during the term of this Agreement.

B. The Services shall be rendered upon the request of the Board or its duly appointed representative.

C. The Services shall be rendered at locations mutually determined and agreed upon by the Contractor and the Board or its duly appointed representative.

D. The Services shall only be rendered within the geographical boundaries of the Health District.

E. The Contractor shall provide supervision for the juvenile crew in the form of a supervisor(s). At a minimum, any and all such supervisor(s) shall meet all of the following requirements:

- i. The supervisor(s) shall be at least twenty one (21) years old,
- ii. The supervisor(s) shall possess a current and valid Ohio driver's license,
- iii. The supervisor(s) shall have a safe driving record verified by a driver's license check,
- iv. The supervisor(s) shall provide proof of current and valid motor vehicle insurance,
- v. The supervisor(s) shall pass a background check investigation performed in accordance with the law this Agreement.

F. At all times while the Services are being performed, the juvenile crew will be staffed by at least one (1) supervisor.

G. While the Services are being performed and while under the supervision of the Contractor for the purpose of performing the Services, the Contractor shall conform to and exercise good youth supervision practices. The Contractor shall exercise reasonable care in the supervision of and assume the responsibility for the safety and well being of those individuals assigned to perform the Services.

H. So long as approved by the Board, litter collection bags to be used for the Services will be provided by the Board.

I. The Contractor shall provide for the safe transportation of the litter collection crew.

J. Unless otherwise provided in this Agreement, all equipment and supplies needed to perform the Services, such as safety equipment and vehicle(s), shall be

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K. Unless otherwise provided for by this Agreement, any and all expenses related to the provision of Services shall be the responsibility of the Contractor.

L. The Contractor, when requested by the Board or its authorized representative, shall participate in staff meetings and discussions with Board personnel and staff for the purpose of planning and evaluating the progress of Services.

M. The Contractor shall prepare and compile all records and reports relating to the Services as required by the Board. The Contractor shall forward all such records and reports to the Board or its designated representative by the 7th day of the reporting month of December 2012. The Board shall incorporate the records and reports into its litter records.

N. In addition to that which is provided in this Agreement, in implementing and providing the Services, the Contractor shall conform and act in accordance with all applicable Delaware County, Board and Contractor policies and procedures, including, but not limited to: personnel qualifications and necessary background checks.

O. The Services shall be rendered in accordance with all federal, state, and local laws.

5. FINANCIAL AGREEMENT:

A. PAYMENT PROCEDURES:

The DGHD shall reimburse the Contractor as follows:

In exchange for providing the Services, the Board shall pay to the Contractor a total of One Thousand Five Hundred Dollars and No Cents (\$1,500.00). Such amount shall be paid by the Board to the Contractor in two (2) installments. The first installment shall be in the amount of One Thousand Dollars and No Cents (\$1,000.00), which the Board shall pay to the Contractor on or before July 31, 2012. The second installment shall be in the amount of Five Hundred Dollars and No Cents (\$500.00), which the Board shall pay to the Contractor prior to the expiration of the term of this Agreement.

To receive such reimbursement, the Contractor shall submit to the DGHD proper monthly invoices for Services actually provided. Such invoices shall be itemized and shall include documentation, satisfactory to the DGHD, of Services actually provided. Such reimbursement shall be paid by the DGHD to the Contractor within thirty (30) days of receipt by the DGHD of proper itemized monthly invoices and accompanying documentation.

B. MAXIMUM PAYMENT

The Contractor agrees to accept as full payment for Services rendered in a manner satisfactory to the DGHD, the lesser of the following: (1) The maximum amount of One Thousand Five Hundred Dollars and No Cents (\$1,500.00) or (2) the amount of actual expenditures made by the Contractor for purposes of providing the Services. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of One Thousand Five Hundred Dollars and No Cents (\$1,500.00)

C. TAXES

The DGHD and Contractor are political subdivisions and are tax exempt.

6. COMPLIANCE WITH DGHD POLICY:

The Contractor shall comply with all applicable DGHD policies and procedures, including personnel qualifications and necessary background checks.

7. LIMITATION OF SOURCE OF FUNDS:

The Contractor warrants that any costs incurred pursuant to this Contract will not be allowable to or included as a cost of any other federally or state financed program in either the current or a prior period.

8. DUPLICATE BILLING:

The Contractor warrants that claims made to the DGHD for payment, shall be for actual Services rendered and do not duplicate claims made by the Contractor to other sources of funding for the same Services.

9. OVERPAYMENTS:

In case of overpayments, the Contractor agrees to repay the DGHD the amount of overpayment and that to which it is entitled.

10. INFORMATION REQUIREMENTS:

The Contractor will provide such information to the DGHD as is necessary to meet the specific fiscal and program requirements contained in this Contract. This shall include regular reports, at intervals to be determined by the Parties, of Services provided and outcomes achieved.

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11. AVAILABILITY AND RETENTION OF RECORDS:

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

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

12. INDEPENDENT FINANCIAL RECORDS:

The Contractor shall maintain independent books, records, payroll, documents, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall at all reasonable times be subject to inspection, review, and/or audit by duly authorized federal, state, local, or DGHD personnel.

13. SERVICE DELIVERY RECORDS:

The Contractor shall maintain records of Services provided under this Contract. Such records shall be subject at all reasonable times to inspection, review or audit by duly authorized federal, state, local, and/or DGHD personnel.

14. RESPONSIBILITY FOR INDEPENDENT AUDIT:

The Contractor agrees, if required by the DGHD, to conduct an independent audit of expenditures and records of service delivery associated with this Contract. The Contractor is responsible for any and all costs associated with such an independent audit and shall make copies of such independent audit available to DGHD without cost to DGHD.

15. RESPONSIBILITY OF AUDIT EXCEPTIONS:

The Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority that is in any way associated with this Contract. The Contractor agrees to reimburse the DGI-ID the amount of any such audit exception.

16. INDEPENDENT CONTRACTORS:

The Contractor shall act in performance of this Contract as an independent contractor. As an independent contractor, the Contractor and/or its officers, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the DGHD and/or Delaware County.

17. PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS:

The Parties are governmental entities/political subdivisions and lack authority to indemnify. The Parties agree to be and shall be responsible for their own negligence, actions or inactions and/or the action or inaction of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants resulting from the performance of this Contract. The Parties agree to be individually and solely responsible for and shall hold harmless and release the other Parties from any and all claims, lawsuits, liability, losses, damages, illnesses, injuries (including death), and/or related expenses that each may incur as a result of their own negligence, actions or inactions and/or action or inaction of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants resulting from the performance of this Contract.

Each Party shall assume full responsibility for and pay for any harm, damage, destruction, injury, or loss regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to any other Party or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of our resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Party.

18. INSURANCE

The Contractor shall carry and maintain throughout the life of the Contract such as bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, illness, bodily harm, or property damage, which may arise out of or result from the performance of or operations under this Contract of from the use of any vehicle(s) in connection therewith. The Contractor shall provide proof of such insurance to HGHD upon request.

19. TERMINATION:

A. Termination for the Convenience:

The Parties may terminate this Contract at any time and for any reason by giving at least seven (7) days advance notice, in writing, to the other Party. The Contractor shall be entitled to receive compensation for any services

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satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. Breach or Default:

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

C. Waiver:

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

D. Loss of Funding

It is understood by the Contractor that availability of funds for this Contract and thus this Contract is contingent on appropriations made by the Local, State and/or Federal governments. In the event that the Local, State and/or Federal reimbursement is no longer available to the DGHD, the Contractor understands that changes and/or termination of this Contract will be required and necessary. The Contractor agrees to hold harmless the Indemnified Parties for any such changes and/or termination. Such changes and/or termination shall be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by DGHD.

20. CLIENT INFORMATION I PROTECTED HEALTH INFORMATION:

The Parties agree that the use or disclosure of any information, including protected health information, by any Party concerning any individual eligible for or receiving Services provided pursuant to this Contract is strictly prohibited except as directly related to the administration of this Contract.

21. CRIMINAL BACKGROUND CHECKS:

If the Services require the Contractor to have direct contact with clients of the DGHD, the Contractor, including, but not limited to all of the Contractor's employees having direct contact with clients of the DGHD, shall submit to criminal background checks. The DGHD will be responsible for arranging for/conducting and paying for any such criminal background checks. Prior to providing Services or assuming any responsibilities, the Contractor and all of the Contractor's employees having direct contact with clients of the DGHD shall report to the City of Delaware Police Department to complete a criminal background check. All criminal background records and fingerprints will be kept and maintained by the DGHD.

The DGHD reserves the right to terminate this Contract or refuse to allow any of the Contractor's employees having direct contact with clients of the DGHD to provide Services where the criminal background check is unsatisfactory to the DGHD. The DGHD shall be the sole determiner of whether a criminal background check is satisfactory.

The requirements of this section do not apply to the Contractor's supervisor(s) or any of the Contractor's employees having direct involvement in providing the Services who have submitted to a criminal background check in the past two (2) years and the results of such check are provided to and are satisfactory to DGHD.

22. LICENSURE:

If a license, professional license, permit, or similar registration with a governmental authority (collectively "Licensure") is required to perform the Services, the Contractor and/or anyone providing Services on behalf of the Contractor shall have or obtain such Licensure prior to providing the Services and shall continually, without lapse, hold, possess, and maintain valid such Licensure throughout the life of this Contract. Before providing the Services, the Contractor shall provide proof to the DGHD of valid Licensure held in the name of the Contractor or anyone providing Services on behalf of the Contractor.

23. CIVIL RIGHTS:

DGHD and the Contractor agree that as a condition of this Contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the Contractor will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

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24. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED:

The Contractor agrees as a condition of this Contract to make all Services provided pursuant to this Contract accessible to the disabled/handicapped. The Contractor further agrees as a condition of this Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

25. DRUG-FREE WORKPLACE:

The Contractor agrees to comply and certifies compliance with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. The Contractor shall make a good faith effort to ensure that all of its and any of its providers officials, officers, employees, agents, representatives, volunteers, and/or servants will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

26. FINDINGS FOR RECOVERY:

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

27. NOTICES:

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

DGHD:

Frances Veverka, MPH
Health Commissioner
Delaware General Health District
P.O. Box 570
1 West Winter Street
Delaware, Ohio 43015
Facsimile: (740) 368-1736

CONTRACTOR:

Judge Kenneth Spicer
140 North Sandusky Street Delaware, Ohio 43015
(740) 833-2600
Facsimile: (740) 833-2599

28. ASSIGNMENT:

This Contract cannot be assigned by either Party without the express written consent of the other Party.

29. GOVERNING LAW:

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

30. SEVERABILITY:

If any item, condition, portion, or section of this Contract 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 Contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and be complied with.

31. ENTIRE AGREEMENT:

This Contract, along with all of its attachments, shall constitute the entire understanding and agreement between the Parties, 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.

32. SIGNATURES:

Any person executing this Contract in a representative capacity hereby warrants that he/she has authority to sign this Contract or has been duly authorized by his/her principal to execute this Contract on such principal's behalf.

The Health Commissioner was authorized to enter this Contract pursuant to the following resolution adopted by the Board of Health of the Delaware General Health District: Resolution No. _____ Date: _____

33. EFFECT OF SIGNATURE

The signatures of the Parties below indicate that the signers and the entities that they represent agree to be bound by all the terms and conditions of this Contract.

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

RESOLUTION NO. 12-575

IN THE MATTER OF RE-ALLOCATING THE APPOINTMENTS OF THE DELAWARE AND MORROW COUNTY BOARDS OF COMMISSIONERS TO THE DELAWARE-MORROW MENTAL HEALTH AND RECOVERY SERVICES BOARD:

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

WHEREAS, the Delaware-Morrow Mental Health and Recovery Services Board is the body established, pursuant to Chapter 340 of the Revised Code, to govern the joint alcohol, drug addiction, and mental health service district of Delaware and Morrow Counties; and

WHEREAS, pursuant to section 340.02 of the Revised Code, the board of county commissioners appoints ten members, and in a joint-county district, the county commissioners of each participating county shall appoint members in as nearly as possible the same proportion as that county's population bears to the total population of the district, except that at least one member shall be appointed from each participating county; and

WHEREAS, based on the respective populations for Delaware and Morrow Counties in the 2000 Federal decennial census, the Delaware County Commissioners currently appoint six members to the Delaware-Morrow Mental Health and Recovery Services Board, and the Morrow County Commissioners currently appoint four members to the Delaware-Morrow Mental Health and Recovery Services Board; and

WHEREAS, as a result of the changes in population in the 2010 Federal decennial census, the Delaware County Commissioners should have eight appointments, and the Morrow County Commissioners should have two appointments; and

WHEREAS, the Delaware County Commissioners have filled all six of their current appointments, and the Morrow County Commissioners have filled two of their four current appointments; and

WHEREAS, in order to adjust the proportional appointments in accordance with section 340.02 of the Revised Code, the Boards of Commissioners of Delaware and Morrow Counties mutually desire to re-allocate the two current Morrow County vacancies to Delaware County; and

WHEREAS, on June 4, 2012, the Morrow County Board of Commissioners adopted Resolution No. 12-R-297, approving the re-allocation;

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

Section 1. The Delaware County Board of Commissioners hereby approves re-allocating the two vacant Morrow County appointments to the Delaware-Morrow Mental Health and Recovery Services Board to the Delaware County Board of Commissioners.

Section 2. The re-allocation approved herein shall take effect on July 1, 2012

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

RESOLUTION NO. 12-576

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE SHERIFF'S OFFICE LEAP GRANT:

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

Transfer of Appropriation

From	To	
28631335-5450	28631335-5260	
Leap Forward Grant 2011/Capital	Leap Forward Grant 2011/Materials & Supplies	4,550.00

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

RESOLUTION NO. 12-577

10:00AM - IN THE MATTER OF OPENING PUBLIC HEARING #2 FOR DELAWARE COUNTY'S FORMULA 2012 COMMUNITY DEVELOPMENT BLOCK GRANTS (CDBG):

It was moved by Mr. Thompson, seconded by Mr. Stapleton to open the hearing.

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

RESOLUTION NO. 12-578

IN THE MATTER OF CLOSING THE PUBLIC HEARING # 2 FOR DELAWARE COUNTY'S
FORMULA 2012 COMMUNITY DEVELOPMENT BLOCK GRANTS (CDBG):

It was moved by Mr. Thompson, seconded by Mr. Stapleton to close the hearing.

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien
-No Additional Comments

Commissioner Thompson
- Major League Lacrosse Team Ohio Machine Game Over The Weekend At Wesleyan University

Commissioner Stapleton
-No Reports

RESOLUTION NO. 12-579

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF
EMPLOYMENT; PROMOTION; 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 10:25AM.

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

RESOLUTION NO. 12-580

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 11:43AM.

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

*Due to a prior commitment Commissioner Stapleton was absent for the adjourning of executive session.

There being no further business, the meeting adjourned.

1:30PM WORK SESSION

John Hartman
Charter Form Of Government/Ballot Issue

Ken O'Brien

Dennis Stapleton

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MINUTES FROM REGULAR MEETING HELD JUNE 11, 2012

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners