

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 14, 2013

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

Present:
Ken O'Brien, President
Dennis Stapleton, Vice President
Gary Merrell, Commissioner

RESOLUTION NO. 13-1167

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 7, 2013:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on November 7, 2013; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 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. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 13-1168

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1113:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1113:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
P1302115-2	Ohio Edison-Lower Scioto	66211905-5338	\$10,000.00
P1302161-1	Public Defender Attorneys	10011202-5301	\$40,000.00
PR			
Number	Vendor Name	Line Description	Line Account Amount
ECONOMIC DEVELOPMENT- SERVICE AND CHARGES			
R1306042	MNB CONSTRUCTION LTD	FY12 HOME REPAIR HALL	23111709 - 5380 \$9,500.00
R1306042	MNB CONSTRUCTION LTD	FY12 HOME REPAIR HALL	23111709 - 5380 \$150.00
PROPERTY INSURANCE- SERVICE AND CHARGES			
R1306127	BLUES AUTO SERVICE INC	21-20 STRUCK DEER	60111901 - 5370 \$9,239.78
ENVIRONMENTAL SERVICES-CAPITAL			
R1306132	USA BLUEBOOK	TOWABLE GENERATOR FOR EMERGENCY USE	66211901 - 5450 \$32,872.00
911 DEPARTMENT-MATERIALS AND SUPPLIES			
R1306142	B & C COMMUNICATIONS INC	PARTS FOR RADIOS	21411306 - 5250 \$15,495.04
R1306143	MOTOROLA SOLUTIONS INC	RADIOS	21411306 - 5260 \$60,596.25
R1306146	MIATI EMBROIDERY	UNIFORMS	21411306 - 5224 \$7,671.67
COMMISSIONERS- SERVICE AND CHARGES			
R1306176	CCAO CEO	CCAO MEMBERSHIP	10011102 - 5308 \$8,859.00

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

RESOLUTION NO. 13-1169

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

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The Director of Administrative Services is requesting that Dawn Huston attend the CCAO/CEAO Winter Conference at the Columbus Convention Center from December 8-10, 2013 at the cost of \$280.00 (fund number 1011108).

The Child Support Enforcement Agency is requesting that Joyce Bowens, Sharon Cole and Leslie Owens attend a Fearless Leadership Training in Marysville, OH on December 3, 2013 at the cost of \$75.00 (fund number 23711630).

The County Administrator is requesting that Commissioner O'Brien, Commissioner Stapleton and Commissioner Merrell attend the Soil & Water Annual Meeting at COA on November 25, 2013 at the cost of \$37.50 (fund number 10011139).

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

RESOLUTION NO. 13-1170

IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF'S OFFICE TRANSPORT REPORT FOR THE MONTH OF OCTOBER 2013:

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

WHEREAS, section 325.07 of the Revised Code requires the County Sheriff to submit monthly expense reports to the Board of County Commissioners; and

WHEREAS, the Delaware County Sheriff has submitted a monthly report for October 2013;

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

Section 1. The Board hereby accepts and approves the Delaware County Sheriff's Office Transport Report for the month of October 2013.

Section 2. The Board hereby allows the expenses contained in the monthly report.

(Copy available for review at the Commissioners' Office until no longer of administrative value.)

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

RESOLUTION NO. 13-1171

IN THE MATTER OF SCHEDULING A SPECIAL COMMISSIONERS' SESSIONS FOR 2014 BUDGET DISCUSSIONS STARTING AT 1:00PM WEDNESDAY NOVEMBER 20th, 2013:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to approve scheduling a Special Commissioners' session for 2014 budget discussions starting at 1:00PM Wednesday November 20th, 2013.

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

RESOLUTION NO. 13-1172

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COURT OF COMMON PLEAS, PROBATE/JUVENILE DIVISION; THE BOARD OF DELAWARE COUNTY COMMISSIONERS AND NETCARE CORPORATION FOR COMPETENCY ATTAINMENT SERVICES:

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

Whereas, the Juvenile Court Staff recommends approval of the agreement with Netcare Corporation for competency attainment services:

Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the agreement with Netcare Corporation for competency attainment services:

CONTRACT FOR COMPETENCY ATTAINMENT SERVICES

This Contract is entered into by and between the Board of Delaware County Commissioners (Board"), whose principal place of business is located at 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Court of Common Pleas, Probate/Juvenile Division ("Court"), whose principal place of business is located at 140 North Sandusky Street, Ground Floor, Delaware, Ohio 43015 (Board and Court collectively "County") and Netcare Corporation ("Contractor"), whose principal place of business is located at 199 South Central Ave, Columbus, Ohio 43223, for competency attainment services, as set forth and described in "Exhibit 1", attached

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hereto. (Individually “Party,” collectively “Parties”).

PRELIMINARY STATEMENTS

WHEREAS, the Court is in need of competency attainment services; and,

WHEREAS, the Contractor agrees to provide such services to the Court upon the terms and conditions of this Contract; and,

WHEREAS, the Court desires to engage the Contractor to perform such competency attainment services and the Contractor agrees to accept such engagement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and agreements of the Parties contained herein, it is agreed as follows:

1. SERVICES TO BE PERFORMED. The Contractor Agrees to provide the services described in “Exhibit 1” (Collectively “Services”), which is attached hereto and hereby incorporated by reference and made a part of this Contract as if fully set forth herein. The County agrees to pay for such Services pursuant to the terms outlined in this Contract.

The Contractor warrants that it possesses the necessary qualifications, expertise and experience to perform the Services.

2. NO EXCLUSIVITY

The Contractor shall not be the exclusive provider of the Services to the Court. The Court, in its sole discretion, may utilize other contractors to perform the same or similar Services.

3. TERM. The term of this Contract shall be one (1) year beginning on the date that the last Party signs this Contract, unless terminated earlier in conformance with the provisions of Section 24 of this Contract.

4. COMPETITIVE BIDDING NOT REQUIRED. Consistent with R.C. § 307.86, this Contract is not required to be competitively bid. The Court does not desire to competitively bid this Contract.

5. COMPENSATION FOR SERVICES. In exchange for the Contractor providing the Services pursuant to the terms and conditions of this Contract and in a manner satisfactory to the Court, the County shall pay the Contractor pursuant to the following rate schedule:

<u>TYPE OF SERVICE</u>	<u>RATE</u>
Counseling Services	\$ 90.00 per hour
Psychological Services	\$129.99 per hour
Physician Services	\$210.87 per hour
Testimony	\$129.99 per hour

6. MAXIMUM PAYMENT. The Contractor agrees to accept as full payment for the Services, all rendered in a manner satisfactory to the Court, the lesser of the following: (1) the maximum amount of Ten Thousand Dollars and No Cents (\$10,000.00) 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 amount to be paid to the Contractor for Services exceed the maximum of Ten Thousand Dollars and No Cents (\$10,000.00).

7. PAYMENT FOR SERVICES. To receive payment, the Contractor shall submit to the Court proper invoices for Services actually rendered. Such invoices shall be itemized and shall include documentation, satisfactory to the Court, of Services actually provided.

The Contractor shall bill only for Services provided to the youth, or on behalf of the youth, which shall not include travel time, subject to the following terms:

- A. Invoices for non-Medicaid eligible youth shall contain the Contractor’s name, the youth’s name, the dates of service, the number of service hours provided during the month, the hourly rate, the type of service provided, and the total invoice amount.
- B. Invoices for Medicaid eligible youth shall contain the Contractor’s name, the youth’s name, and a statement that the youth is Medicaid eligible. Prior to submitting an invoice to the Court, the Contractor shall determine the youth’s Medicaid eligibility and if the youth is Medicaid eligible, the Contractor shall submit to Medicaid invoices for Services performed under this Contract for such youth. If the Contractor received Medicaid

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Reimbursement, the County shall not be liable for the cost of the Contractor providing such Services under this Contract.

The Contractor shall submit invoices to the Court (A sample invoice is attached as "Attachment A") as follows:

Rick Smith

Fiscal Coordinator

Delaware County Juvenile Court

140 North Sandusky Street, Ground Floor

Delaware, Ohio 43015

The Contractor shall submit invoices to the Court within thirty (30) days of providing the Service, unless the invoice was first submitted for Medicaid reimbursement that was denied, in which case the Contractor shall submit the invoice within thirty (30) days of Medicaid reimbursement being denied. The County shall not be liable for payment of any invoice submitted more than thirty (30) days after providing the Service or more than thirty (30) days after Medicaid reimbursement being denied, whichever is applicable.

Upon receipt of a timely submitted and proper invoice, the Court shall review the invoice for completeness. The Contractor agrees that the County may take up to Forty-Five (45) days to process the payment and make payment to the Contractor. The Contractor authorizes the Court to adjust submitted invoices for computational or processing errors, incorrect rates, and audit by the County without seeking written approval from the Contractor. The County will only pay for those Services authorized and referred to the Contractor by the Court and consistent with terms of this Contract.

8. TAXES. The County, including the Court, is a political subdivision and tax exempt. The Contractor therefore agrees to be responsible for all tax liability that accrues as a result of this Contract and the Services that the Contractor provides to the Court pursuant to this Contract.

9. OVERPAYMENT. In the event of overpayment, the Contractor agrees to reimburse or repay the County the amount of overpayment and that to which it is entitled.

10. NO USE OF FUNDS FOR POLITICAL ACTIVITY. The Contractor shall not use any funds provided under the Agreement for publicity or for purposes of supporting or defeating legislation pending before any legislative body or for inherently religious programs, activities or services.

11. REPORTS, OBJECTIVES AND EVALUATION. The Contractor shall submit to the Court the plans and reports as required by "Exhibit 1." Plans and reports shall include the name of the child, the name of the worker/clinician responsible for the plan or report and the information, recommendations, and conclusions contained in the plan or report, the information required/specified in "Exhibit 1" for such plan or report, the diagnosis of the child, the prognosis of the child, the participation of the child, the progress of the child, and any other appropriate and/or applicable information.

The Contractor shall submit the plans and reports to the Court as follows:

Katherine Murray

Treatment Services Department Head

Delaware County Juvenile Court

140 North Sandusky Street, Ground Floor

Delaware, Ohio 43015

12. TRANSPORTATION. All service-related transportation of youth is to be provided by the youth's parent, legal guardian, or designee. If for any reason the Contractor provides transportation of youth, any persons who transport youth on behalf of the Contractor must have a current and valid driver's license and the Contractor shall conduct appropriate due diligence on the individual's driving record. The Contractor agrees that any vehicle used by the Contractor in transporting youth under this Contract must have bodily injury automotive insurance coverage as required by law and this Contract.

13. ON SITE VISITS. The Court and the State of Ohio shall be allowed to access, review and discuss project activities program records and to interview individual youth, families, and/or project staff that are served or paid in whole or in part under this Contract.

14. RELIGIOUS AFFILIATIONS. Religious programs/programming if offered shall be voluntary and non-denominational. Non-participation by the youth shall not result in any penalty or adverse actions taken against the youth.

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15. **LICENSES.** The Contractor warrants that it possesses the necessary qualifications, knowledge, expertise, and experience to perform the Services required by this Contract and has obtained and maintains current all authorizations, consents, approvals, orders, certifications, licenses, operator's licenses, or registrations (collectively "Licenses") with any court or governmental authority to provide the Services, facility, and/or treatment to the youth referred to the Contractor by the Court under this Contract. The Contractor further certifies and warrants that all such Licenses are operative and current and have not been revoked or are not currently suspended for any reason.
16. **ASSIGNMENT.** The Contractor shall not assign this Contract to any other person or party without the Court's prior written consent, which can be withheld in the Court's sole and absolute discretion.
17. **SUBCONTACTING.** The Contractor may, with prior written approval of the Court, subcontract any portion of this Contract. The Court approval of a subcontract can be withheld in the Court's sole and absolute discretion. If Services are subcontracted, the Contractor shall cause the subcontractor to agree to the terms and conditions of this Agreement. The Contractor shall also continue to act as the prime contractor for all subcontracted Services and shall assume full responsibility for the performance of the Services. The Contractor will remain the sole point of contact and shall be ultimately responsible and liable for the performance of the Services, facility, and/or treatment provided pursuant to this Contract.
18. **NO AUTHORITY TO BIND OTHER PARTY.** Neither Party shall have the authority or right to bind or obligate the other Party in any manner.
19. **GOVERNING LAW/VENUE.** This Contract and any claims arising in any way out of this Contract shall be governed by the laws of the State of Ohio. Any litigation arising out of or relating in any way to this Contract or the performance hereunder shall be brought only in an Ohio court of competent jurisdiction in Delaware County, Ohio, and the Contractor hereby irrevocably consents to such jurisdiction.
20. **MODIFICATIONS.** This Contract may be modified by mutual agreement of the County and Contractor. Such modifications shall be in writing and signed by the County and Contractor. No oral understanding or modifications shall be binding on the Parties.
21. **INDEPENDENT RECORDS.** The Contractor shall maintain independent books, records, documents, and papers involving transactions relative to the performance of this Contract which reflect all direct and indirect costs of any nature expended in the performance thereof.
22. **ACCESS TO RECORDS.** At any time, during regular business hours, with reasonable notice, and as often as the Court or other agency or individual authorized by the Court may deem necessary, the Contractor shall make available to the Court and/or individual authorized by the Court all books, records, documents, papers, 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 Court and/or individual authorized by the Court shall be permitted by the Contractor to inspect, audit, make excerpts, photo static copies, and/or transcripts of any and all such documents relating to all matters covered by this Contract.
23. **RETENTION OF RECORDS.** The Contractor shall retain and maintain and assure that all of its subcontractors retain and maintain for a minimum of three (3) years after reimbursement/compensation for services rendered under this Contract all books, records, documents, papers, subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract or the retention period, 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.
- Notwithstanding the above paragraph, youth case files and material filed or referenced under a youth's name shall be maintained according to the retention schedule established by the Court.
24. **DISCLOSURE OF INFORMATION.** The Contractor agrees that it will not use or disclose any information concerning Court clients for any purpose unless necessary to the administration of the Court's or Contractor's responsibilities under this Contract. The Contractor specifically agrees that it shall obtain prior written approval from the Court before permitting either of the following:
- (1) Any videotaping, audio taping or photography of Court clients for any purpose that will primarily benefit the Contractor or will be used by broadcast or electronic media;
 - (2) The use of the names or identities of Court clients for the primary benefit of the Contractor or for use by the broadcast or electronic media.
25. **TERMINATION OR DEFAULT.**

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This Contract may be terminated as follows:

A. Termination for Convenience

Either Party may terminate this Contract at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Party.

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.

C. Effect of Waiver of any Occurrence of Breach or Default

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 either Party fails to perform an obligation or obligations under this Contract and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by either Party shall be authorized in writing and signed by an authorized person or a quorum of the authorized board.

Termination pursuant to this section shall relieve either party of further obligation under this Contract, except that the Contractor shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date of termination.

If the Contract is terminated pursuant to this Section, the Contractor shall have no cause of action against the County except for a cause of action for non-payment of contract Services rendered prior to the date of termination. In no event will the County be obligated to pay for any Services not actually performed by the Contractor.

Notwithstanding the above, if the Court finds, in its sole discretion, that any child has been subject to and/or is being subject to any harm or danger of any kind at the hands of the Contractor and/or as related to the performance of the Services, the Court may immediately terminate this Contract and withhold future payments. In the event of such termination, any child and/or children in the care of the Contractor, if in the custody of a parent or guardian, shall be immediately returned to the parent or guardian or if not in the custody of a parent or guardian, immediately returned to the Court.

Notwithstanding the above, if the Court finds that the Contractor used funds paid under this Contract for any purpose not consistent with the Contract, the Court may immediately terminate this Contract, withhold future payments, and/or demand a refund of the unauthorized disbursements.

26. INDEPENDENT CONTRACTOR. The Contractor agrees that it shall act in performance of this Contract as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Contract.

The Contractor assumes all responsibility for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, contributions to retirement plans, and/or insurance premiums which may accrue and/or become due as a result of compensation received for services and/or deliverables rendered and/or received under or pursuant to this Contract.

The Contractor and/or its officers, officials, employees, representatives, agents, and/or volunteers are not entitled to any benefits enjoyed by employees of the County or Court.

27. INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT/NO CONTRIBUTION TO OPERS. The County is a public employers as defined in R.C. § 145.01(D). The County has classified the Contractor as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of the Contractor and/or its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Contract. The Contractor acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If the Contractor is an individual or has less than five (5) employees, the Contractor, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor Acknowledgement Form ("Form"). The Form is attached hereto and by this reference is

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incorporated as a part of this Contract. The Court shall retain the completed Form and immediately transmit a copy of it to OPERS.

28. INDEMNIFICATION.

The Contractor shall provide indemnification as follows:

- A. To the fullest extent of the law and without limitation, the Contractor agrees to and shall indemnify and hold free and harmless the Court, the Board, and Delaware County, Ohio and all of their respective boards, officers, officials, employees, volunteers, agents, servants, and representatives (collectively "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the Contractor's or any subcontractor's performance of this Contract or the actions, inactions, or omissions of the Contractor or any subcontractor, including, but not limited to the performance, actions, inactions, or omissions of the Contractor's or any subcontractor's boards, officers, officials, employees, volunteers, agents, servants, or representatives (collectively "Contracted Parties".) The Contractor agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Contractor shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. The Contractor further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Contractor shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.
- B. The Contractor shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any actions, inactions, or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Contracted Parties.

29. INSURANCE. The Contractor shall carry and maintain throughout the life of the Contract such 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, or property damage, which may arise out of or result from the performance of or operations under this Contract or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this Contract, the Contractor shall present to the Board current certificates of insurance and shall maintain current, without lapse, such insurance during and throughout the entire term of this Contract. Said insurance shall, at a minimum, be of a type which is customary in the industry or is required by law, which ever is the greater standard. Such insurance shall provide coverage in an amount that is both standard in the industry and adequate to protect the Contractor and the Indemnified Parties against any and all liability or damages arising from the Services provided under the Contract. The Contractor shall be responsible for any and all premiums for such policy(ies).

In addition to the rights and protections provided by the insurance policies as required above, the Board shall retain any and all such other and further rights and remedies as are available at law or in equity.

30. PROFESSIONAL INSURANCE. Throughout the life of the Contract, the Contractor shall provide and maintain current, without lapse, professional liability insurance for it and its employees providing services under this Contract. Such insurance shall provide coverage in an amount that is both standard in the industry and adequate to protect the Contractor and the Indemnified Parties against any and all liability or damages arising from the professional Services provided under the Contract. The Contractor shall be responsible for any and all premiums for such policy(ies). At any time throughout the life of the Contract, the Court may request proof of such insurance. Proof of such insurance shall be promptly provided upon its request.

31. WORKERS' COMPENSATION INSURANCE. The Contractor shall be required to carry Workers' Compensation Liability Insurance as required by Ohio law for any work to be performed within the state of Ohio, as applicable by law. The Contractor shall be responsible for any and all premiums for such policy(ies).

32. CONFLICT OF INTEREST. No personnel of the Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, the work under this Contract is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall prior to the completion of said work, voluntarily acquire any personal interest,

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direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Court in writing.

Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless the Court shall determine that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to public interest.

33. WAIVER. No rights in this Contract shall be waived unless specifically agreed upon in writing by the Parties. A waiver by any Party shall not constitute a continuing waiver by such Party.

34. NOTICES. All notices, consents, and/or other communications which may or are required to be given by this Contract or by operation of law, shall be in writing and shall be deemed duly given if personally (hand) delivered, sent by certified or registered United States Mail, return receipt requested, sent via nationally recognized and reputable overnight express courier, return receipt requested, via facsimile, confirmation of delivery, or email, confirmation of delivery, to the following individuals at the following addresses or facsimile numbers and shall be effective when sent or transmitted:

Court:

Katherine Murray

Treatment Services Department Head

Delaware County Juvenile Court

140 North Sandusky Street, Ground Floor

Delaware, Ohio 43015

Facsimile: _____

Email: kmurray@co.delaware.oh.us

Contractor:

King Stumpp

President and CEO

Netcare Corporation

199 South Central Avenue

Columbus, Ohio 43223

Facsimile: _____

Email: _____

35. SEVERABILITY. The provisions of this Contract are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions, to the extent enforceable, shall nevertheless be binding and enforceable.

36. ANTI-DISCRIMINATION CLAUSES.

The Contractor warrants and agrees to the following:

- A. That in the hiring of employees for the performance of work under this Contract or any subcontract, the Contractor shall not, by reason of race, color, religion, sex, sexual orientation, Vietnam-era veteran status, age, handicap, national origin, or ancestry, discriminate against any citizen of this state in the employment of a person qualified to perform the work in which this Contract relates; and,
- B. That neither the Contractor nor any of its subcontractors or any person acting on behalf of the Contractor shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Contract on account of race color, religion, sex, sexual orientation, Vietnam-era veteran status, age, handicap, national origin or ancestry; and,
- C. The Contractor warrants that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in section 122.71 of the Ohio Revised Code. Annually, the Contractor shall file a description of the affirmative action program and a progress report on its implementation with the Ohio Civil Rights Commission and the Minority Business Development Office established under section 122.92 of the Ohio Revised Code.

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37. WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY. Ohio Revised Code (O.R.C.) §9.24 prohibits the County from awarding a contract to any party against whom the Auditor of the State has issued a finding for recovery if the finding for recovery is “unresolved” at the time of the award. By signing this Contract, the Contractor warrants that it is not now, and will not become the subject of an “unresolved” finding for recovery under O.R.C. §9.24.

38. DELINQUENT PERSONAL PROPERTY TAXES. The Contractor certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.

39. CAMPAIGN FINANCE – COMPLIANCE WITH ORC § 3517.13. Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost 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 said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. 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 with, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part of this Contract.

40. DRUG FREE ENVIRONMENT. The Contractor agrees to comply with all applicable state and federal laws regarding drug-free environment 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 employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

41. SUCCESSORS AND ASSIGNS. Neither this Contract nor any rights hereunder may be assigned or transferred in whole or in part by either Party, without the prior written consent of the other party.

42. ENTIRE AGREEMENT. This Contract (and its Attachments) shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements, whether written or oral, between the Parties relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

43. 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 and is authorized to bind such principal.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates indicated below.

**EXHIBIT 1
OUTPATIENT JUVENILE COMPETENCY ATTAINMENT SERVICES**

The Court will notify the Contractor immediately upon ordering a juvenile to outpatient competency attainment services, which will be provided by the Contractor under the terms and conditions as set forth below.

When it is determined by the Court officials that the juvenile has been found incompetent to stand trial and may be appropriate for admission to outpatient competency attainment services, the Court will e-mail notification to Contractor’s designated recipient to inquire about the suitability of the case for outpatient competency attainment services. If the Contractor’s designated recipient agrees to initiate such services, that determination will be provided via e-mail to the Court’s designated recipient.

If the Contractor does not agree to initiate outpatient competency attainment services, the Contractor will notify the Court’s designated recipient via e-mail of the reason within three (3) business days after making the determination. In such cases, the Contractor will also provide a recommendation regarding an alternative for competency restoration services if known.

If the Contractor agrees to initiate outpatient competency attainments services, the Court agrees to provide the Contractor’s designated recipient the following:

1. Journal entry ordering the competency attainment service at an outpatient level. The journal entry should stipulate that clinicians providing the competency attainment services have access to any and all documents in the Netcare Forensic Center’s case file;
2. A completed “Netcare Referral Form”, which will have accurate contact information for the juvenile’s parent/custodian/guardian;
3. A copy of the juvenile’s Competency to Stand Trial evaluation report;
4. A copy of the juvenile’s most recent PSI;

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5. A copy of the police report pertinent to the charge(s) on which the issue of competency was raised;

The Contractor agrees to provide the Court with the following:

1. Not later than thirty (30) calendar days after the child’s parent/custodian/guardian contacts Contractor to initiate competency attainment services, a plan for the child to attain competency.
2. A report on the child’s progress every thirty (30) calendar days from the date attainment services begin and upon termination of services.
3. If the Contractor determines that the child is not cooperating to a degree that would allow the services to be effective to help the child attain competency, a report informing the Court of the determination within three (3) business days after making the determination;
4. If the Contractor determines that the current setting is no longer the least restrictive setting that is consistent with the child’s ability to attain competency and the safety of both the child and the community, a report informing the court of the determination within three (3) business days after making the determination;
5. If the Contractor determines that the child has achieved the goals of the plan and would be able to understand the nature and objectives of the proceeding against the child and to assist in the child’s defense, with or without reasonable accommodations to meet the criteria set forth in division (B) of section 2152.56 of the Revised Code, a report informing the Court of that determination within three (3) business days after making the determination. If the Contractor believes that accommodations would be necessary or desirable, the report shall include recommendations for accommodations.
6. If the Contractor determines that the child will not achieve the goals of the plan within the applicable period of time under division (D)(2) of section 2152.59 of the Revised Code, a report informing the Court of the determination within three (3) business days after making the determination. The report shall include recommendations for services for the child that would support the safety of the child or the community.
7. If desired by the Court and upon receipt of a subpoena, expert witness testimony about the contents of any of the reports noted above.

Ownership of all clinical documentation (e.g., initial assessment, progress notes) will remain with the Contractor, the sole exception being progress reports that Contractor is obligated to file with the Court.

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

RESOLUTION NO. 13-1173

IN THE MATTER OF AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE OHIO DEPARTMENT OF YOUTH SERVICES FOR THE 2014 JUVENILE ACCOUNTABILITY BLOCK GRANT:

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

Grant 2014JB
Source: Ohio department of Youth Services
Grant Period 1-1-14 thru 12-31-14

Grant Amount: \$10,000.00
Local Match: 1,000.00
Total: \$11,000.00

This grant supports a portion of the Suspension Alternative Program supervisors salary and benefits.

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

RESOLUTION NO. 13-1174

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND B & L PACKRAT LLC FOR ITB #13-01 SNOW REMOVAL SERVICES:

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

Whereas, the Manager of Facilities recommends approval of the contract between the Delaware County Board Of Commissioners and B & L Packrat LLC for ITB #13-01 Snow Removal Services for Delaware County;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract with B & L Packrat LLC for ITB #13-01 Snow Removal Services for Delaware County.

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**Delaware County Board of Commissioners
Contract**

This Contract made by and between:

**B & L Packrat LLC
1721 Buttermilk Hill Road
Delaware, OH 43015**

(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

ARTICLE 1

- 1.1 The Contractor shall provide the goods and/or services described in the Bid Documents, which are hereby incorporated by reference, and as necessary to produce the results intended by the Bid Documents for:

ITB #13-01 SNOW REMOVAL SERVICES

ARTICLE 2

- 2.1 The Owner shall pay the Contractor for the performance of this Contract, subject to terms and conditions as provided in the Bid Documents, at an estimated annual value of Fifty Two Thousand Two Hundred dollars (\$52,200.00), based upon the unit pricing and discount percentage set forth in the Bid Documents, submitted by the Contractor and opened on October 16th, 2013.
- 2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor as goods and/or services are provided and approved by the Owner as provided in the Bid Documents.

ARTICLE 3

- 3.1 The original term of this contract shall be for two (2) years, beginning December 1, 2013, and ending November 30, 2015.
- 3.2 This Contract may be renewed at the end of the original period or any renewal period for up to three (3) additional one (1) year periods, if agreed upon in writing by both parties.
- 3.2 The Owner may, at its sole option, terminate this Contract with the contractor upon thirty (30) days written notice of its intent to do so. Furthermore, it is understood and agreed that should the Contractor fail to provide the quality of goods and/or service(s) as specified in the bid instructions, such failure shall constitute a breach of this Contract. Upon a breach of the Contract, the Owner may, at its sole option, terminate this Contract with the Contractor effective immediately upon written notice of its intent to do so. The Owner shall not be liable for payment of goods or services provided after the effective date of termination.

ARTICLE 4

- 4.1 This Contract shall embody the entire understanding of the parties and form the basis of the Contract between the Owner and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein, and made a part hereof. This Contract, along with all documents incorporated by reference, 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.
- 4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be filed in and heard before the courts of Delaware County, Ohio.
- 4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 To the fullest extent permitted by law, the Contractor shall indemnify, save and hold the Owner, its officers, agents, servants, and employees free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the Contractor's performance of this Contract. The Contractor shall undertake to

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defend, at its own expense, any and all actions, claims, or demands brought against the Owner by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees. No employee of the Contractor shall at any time be considered an agent or employee of the Owner.

4.5 Insurance:

4.5.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence with an annual aggregate of not less than \$2,000,000, including coverage for subcontractors, if any.

4.5.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles.

4.5.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio.

4.5.4 Additional Insureds: The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Contract in the policies required by Subsection 4.5.

4.5.5 Proof of Insurance: Prior to the commencement of any work under this Contract, Contractor shall furnish the County with properly executed certificates of insurance for all insurance required by this Contract. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Contract.

4.6 No waiver of breach of any provision of this Contract shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Contract or any other provision hereof. No term or provision of this Contract 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.

4.7 For all services being provided under this Contract, the Owner shall have the right and Contractor agrees to allow the inspection and examination of any and all books, accounts, invoices, records, writings, or documentation of any type and in any form which it maintains in relation to performing said services

4.8 The Contract shall be binding on the Contractor and the Owner, their successors and assigns, in respect to all covenants and obligations contained in the Contract, but the Contract may not be assigned by the Contractor without the prior written consent of the Owner.

4.9 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.

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

ARTICLE 5

5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract shall be valid and enforceable unless the Delaware County Auditor first certifies funds are available.

5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Owner.

ARTICLE 6

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6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

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

BOARD OF ELECTIONS

-DISCUSSION ON STATE EMERGENCY PLAN FOR BOARD OF ELECTIONS

-The Board Would Like Permission To Negotiate A Contract To Update The Emergency Plan Should A Disaster Take Place In Delaware County On An Election Day (an election day may not be moved)

On Monday's Agenda The Board Of Elections Will Be Asking For Appropriations For Reimbursable Grant Funds To Renovate A Polling Location

RESOLUTION NO. 13-1175

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Emergency Communications Director recommends hiring Jay McCann as a part-time telecommunicator for 911; effective November 23, 2013.

Therefore Be it Resolved, the Board of Commissioners approve hiring Jay McCann as a part-time telecommunicator for 911; effective November 23, 2013.

The Emergency Communications Director recommends accepting the voluntary resignation of Lynn Hancock as a part-time telecommunicator for 911; effective November 7, 2013.

Therefore Be it Resolved, the Board of Commissioners approve the voluntary resignation of Lynn Hancock as a part-time telecommunicator for 911; effective November 7, 2013.

The Manager of the Maintenance Department recommends the hiring of Matthew Higgins as a full-time custodian; effective November 25, 2013.

Therefore Be it Resolved, the Board of Commissioners approve the hiring of Matthew Higgins as a full-time custodian; effective November 25, 2013.

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

RESOLUTION NO. 13-1176

IN THE MATTER OF CANCELING THE COMMISSIONERS' SESSIONS SCHEDULED FOR MONDAY DECEMBER 23, 2013 AND THURSDAY DECEMBER 26, 2013:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to cancel the Commissioners' sessions scheduled for Monday December 23, 2013 And Thursday December 26, 2013.

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

RESOLUTION NO. 13-1177

IN THE MATTER OF APPROVING RESOLUTION ESTABLISHING MEETING DAYS FOR THE BOARD OF COMMISSIONERS FOR YEAR 2014 OR UNTIL OTHERWISE CHANGED BY BOARD ADOPTION:

It was moved by Mr. Stapleton, seconded by Mr. Merrell that in compliance with Section 121.22 Ohio Revised Code the following Resolution be adopted:

Resolved, that the Delaware County Board of Commissioners, shall meet in regular session at **9:30AM on Monday and 9:30AM on Thursday** of each week at their Office at 101 N. Sandusky Street, Delaware, Ohio 43015, except when Monday or Thursday is a full-day legal holiday, in which case, said Board of Commissioners shall not meet in a session.

All those wishing to come before the Board must provide the purpose of such and schedule a time with the Clerk of the Board by 5:00 PM on the Wednesday preceding the Monday session and on the Tuesday at Noon preceding the Thursday session. An agenda item may be scheduled during regular session whereas the Board will allow presentation and discussion of an appropriate matter not previously scheduled.

Be It Further Resolved, that when the Board of Commissioners attends advertised required viewings of locations

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concerning petitions filed under Ohio Revised Code (i.e. Ditch Petitions, Road Alternations, etc.) The Clerk to the Board or in the absence of the Clerk to the Board, The Deputy Clerk to the Board, will, as field conditions allow, capture a record of its proceedings which may serve as the official record of the Board's proceedings at the viewing.

It is Further Resolved, that notification of all special meetings except those requiring immediate emergency action of the Delaware County Board of Commissioners shall be publicly noticed at least 24 hours in advance by notifying media and posting on the internet.

It is Further Resolved, special meetings may be called upon the direction of the president of the board of commissioners or by the request of any two members of the board of commissioners.

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

RESOLUTION NO. 13-1178

IN THE MATTER OF CANCELING THE COMMISSIONERS' SESSION SCHEDULED FOR THURSDAY JANUARY 2, 2014:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to cancel the Commissioners' session scheduled for Thursday January 2, 2014.

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell:

-No Reports Today

Commissioner Stapleton:

**-Attended The DKMM Budget Meeting; Recommendations To Full DKMM Board To Follow
-MORPC And House Bill 5**

Commissioner O'Brien:

**-Attended And Participated In A Regional Planning Executive Committee Meeting
-Letter From The Public Utilities Commission Of Ohio On Investigation Into Exhaust Relief For Area Code "740"; The Board May Submit A Response, Will Discuss On Monday**

RESOLUTION NO. 13-1179

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to adjourn into Executive Session at 10:00 AM.

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

RESOLUTION NO. 13-1180

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to adjourn out of Executive Session at 10:15AM.

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

There being no further business, the meeting adjourned.

Gary Merrell

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Ken O'Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners