

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 29, 2015**

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

**Present:**  
**Gary Merrell, President**  
**Barb Lewis, Vice President**  
**Ken O'Brien, Commissioner**

**RESOLUTION NO. 15-751**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 25, 2015:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on June 25, 2015; 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. Merrell            Aye            Mrs. Lewis            Aye            Mr. O'Brien            Aye

**PUBLIC COMMENT**

**ELECTED OFFICIAL COMMENT**

**RESOLUTION NO. 15-752**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0626, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0626:**

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0626, memo transfers in batch numbers MTAPR0626 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Account	Amount	Line
R1503962	KOORSEN PROTECTION SRVC INC	TO BE IN COMPLIANT STATUS WITH OSHA STANDARDS	66211901-5201	\$10,199.63	0001
R1503999	VINMAR FARMS ASSOCIATION	REIMBURSEMENT TO VINMAR HOMEOWNERS ASSOCIATION	66211904-5338	\$19,549.34	0001

Vote on Motion            Mrs. Lewis            Aye            Mr. Merrell            Aye            Mr. O'Brien            Aye

**RESOLUTION NO. 15-753**

**IN THE MATTER OF ACCEPTING THE TREASURER'S REPORT FOR THE MONTH OF MAY 2015:**

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to accept the Treasurer's Report for the month of May 2015.

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

Vote on Motion            Mr. O'Brien            Aye            Mr. Merrell            Aye            Mrs. Lewis            Aye

**RESOLUTION NO. 15-754**

**IN THE MATTER OF APPROVING AN AMENDED LETTER OF ARRANGEMENT BETWEEN DELAWARE COUNTY AND THE AUDITOR OF STATE'S OFFICE:**

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

Whereas, the Delaware County Auditor recommends approval of the amended letter of arrangement between the Delaware County and the Auditor of State's Office;

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Therefore Be It Resolved, that the Board of Commissioners approve the amended letter of arrangement between the Delaware County and the Auditor of State’s Office;

Further Be It Resolved, that the Board of Commissioners authorizes the Board Of County Commissioner President, Gary Merrell, to sign the amended letter of arrangement between the Delaware County and the Auditor of State’s Office:

May 14, 2015  
Mr. George Kaitsa, County Auditor and County Commissioners Delaware County  
140 North Sandusky Street Delaware, Ohio 43015

Dear Mr. Kaitsa:

The letter of arrangement dated March 23, 2015 between the Auditor of State and the County is hereby amended to reflect the following:

<b>Description of/Causes for Amendment</b>	<b>Estimated Fee Effect</b>
Changes made to federal schedule causing an additional federal program to be tested.	\$1,845.00
Total this amendment	\$1,845.00
Previous fee estimate	\$84,706.00
Revised fee estimate	\$86,551.00

Please sign the copy of this letter in the space provided and return it to us. If you should have any questions, please call Kim Blake, CPA, Senior Audit Manager, at 1-800-443-9275.  
Very truly yours, Dave Yost, Auditor of State of Ohio

Vote on Motion            Mr. Merrell      Aye      Mr. O'Brien      Aye      Mrs. Lewis      Aye

**RESOLUTION NO. 15-755**

**IN THE MATTER OF APPROVING A REPRESENTATION LETTER TO THE AUDITOR OF STATE’S OFFICE AS PART OF THE AUDIT OF THE BASIC FINANCIAL STATEMENTS OF DELAWARE COUNTY:**

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

Whereas, the Delaware County Auditor has presented and recommends approval of the Representation Letter To The Auditor Of State’s Office As Part Of The Audit Of The Basic Financial Statements Of Delaware County;

Therefore Be It Resolved, that the Board of Commissioners approves the Representation Letter To The Auditor Of State’s Office As Part Of The Audit Of The Basic Financial Statements Of Delaware County and authorizes the President of the Board to execute the letter on behalf of the Board.

Vote on Motion            Mrs. Lewis      Aye      Mr. O'Brien      Aye      Mr. Merrell      Aye

**RESOLUTION NO. 15-756**

**IN THE MATTER OF ACCEPTING THE AWARD OF THE DELAWARE COUNTY LEAP 2014 GRANT FOR THE DELAWARE COUNTY SHERIFF’S OFFICE:**

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

WHEREAS, the Delaware County Sheriff’s Office has applied for and been awarded the Delaware County LEAP Forward 2014 Grant (the “Grant”); and

WHEREAS, the Grant assists the Delaware County Drug Task Force, and

WHEREAS, a local match of \$45,495.60 is required for the Grant and will be paid out of the Delaware County Drug Task Force funds, and

WHEREAS, the Board of County Commissioners accepts this grant award and designates the Delaware County Administrator to execute the agreement;

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining

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the County Administrator as the designated official;

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

Section 1. The Board hereby accepts the award of the Grant as follows:

Grant #	2014-DL-LEF-5821
Source:	The Ohio Office of Criminal Justice Services
Grant Period:	06/30/2015 to 06/30/2016
Federal Grant Amount:	\$136,486.78
Local Match:	45,495.60
Total Grant Amount:	\$181,982.38

Section 2. The Board hereby authorizes Administrator Tim Hansley, as the designated official, to execute reports and administrative documents for the Grant.

Section 3. When reports or administrative documents require execution by the designated official, a copy of the report or documents shall be provided to the Clerk of the Board, along with a copy of this Resolution.

Further Be It Resolved, the Board of commissioners of Delaware County, State of Ohio approve a new organization key, supplemental appropriation and an advance of funds as follows:

<b>New Organization Key</b>		
28631332	2014 LEAP Forward Grant	
<b>Supplemental Appropriations</b>		
28631332-5004	2014 LEAP Forward Grant/Overtime	\$25,000.00
28631332-5201	2014 LEAP Forward Grant/General Supplies	4,500.00
28631332-5260	2014 LEAP Forward Grant/Inventoried Equipment	4,800.00
28631332-5315	2014 LEAP Forward Grant/Cable, Internet and Aircards	6,300.00
28631332-5320	2014 LEAP Forward Grant/Software Licenses	1,200.00
28631332-5325	2014 LEAP Forward Grant/Maintenance and Repair	1,400.00
28631332-5365	2014 LEAP Forward Grant/Grant Related Services	45,000.00
28631332-5450	2014 LEAP Forward Grant/Capital Equipment	50,000.00
<b>Advance of Funds</b>		
<b>From</b>	<b>To</b>	
10011102-8500	28631332-8400	\$103,650.00
Commissioners General/Advances Out	2014 LEAP Forward Grant/Advances In	

Vote on Motion            Mr. O'Brien    Aye    Mr. Merrell    Aye    Mrs. Lewis    Aye

**RESOLUTION NO. 15-757**

**IN THE MATTER OF APPROVING A MENTAL HEALTH EMERGENCY SECURITY AND TRANSPORT SERVICE AGREEMENT EXTENSION BETWEEN THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY; THE SHERIFF OF DELAWARE COUNTY; GRADY MEMORIAL HOSPITAL AND THE DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD:**

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

Whereas, The Delaware-Morrow Mental Health & Recovery Services Board and Staff recommend approval of the Mental Health Emergency Security And Transport Service Agreement Extension Between The Board Of Commissioners Of Delaware County; The Sheriff Of Delaware County; Grady Memorial Hospital And The Delaware-Morrow Mental Health & Recovery Services Board; and

Whereas, the Sheriff and Office Staff recommend approval of the Mental Health Emergency Security And Transport Service Agreement Extension Between The Board Of Commissioners Of Delaware County; The Sheriff Of Delaware County; Grady Memorial Hospital And The Delaware-Morrow Mental Health & Recovery Services Board;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Mental Health Emergency Security And Transport Service Agreement Extension Between The Board Of Commissioners Of

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Delaware County; The Sheriff Of Delaware County; Grady Memorial Hospital And The Delaware-Morrow Mental Health & Recovery Services Board.

**MENTAL HEALTH  
EMERGENCY SECURITY AND TRANSPORT  
SERVICE AGREEMENT  
EXTENSION  
(7/1/15 through 6/30/16)**

This Agreement is entered into by and between the Board of Commissioners of Delaware County, Ohio (hereinafter referred to as "County"), Sheriff of Delaware County, Ohio (hereinafter referred to as "Sheriff"), Grady Memorial Hospital, Delaware, Ohio (hereinafter referred to as "Hospital) and the Delaware-Morrow Mental Health & Recovery Services Board, (hereinafter referred to as "Board").

Recitals

WHEREAS, the parties hereto have previously entered into a mental health emergency security and transport service agreement extending through June 30, 2015 (hereinafter the "Agreement") and the parties desire to further extend the Agreement for an additional year; and

FURTHER WHEREAS, the collective bargaining agreement involving the Sheriff's Deputies established the rates for services of the type contracted from July 1, 2015 to December 30, 2015 at \$35.00 per hour and from January 1, 2016 to June 30, 2016 at \$36.00 per hour.

NOW THEREFORE, the parties mutually agree that the Mental Health Emergency Security and Transport Service Agreement is hereby extended for an additional one (1) year term commencing July 1, 2015 and ending June 30, 2016 upon the same terms, conditions and considerations as in effect on June 30, 2015 and during the renewal term:

The Sheriff Deputies performing services under this Agreement shall be paid by the Hospital at the rate of \$35.00 per hour effective July 1, 2015 through December 30, 2015, and from January 1, 2016 to June 30, 2016 at \$36.00 per hour for a minimum of three (3) hours per assignment;

1. With the \$1.00 per hour fee paid to the Special Duty Coordinator the effective combined rate billed to the Hospital shall be \$36.00 per hour effective July 1, 2015 to December 30, 2015 and \$37.00 per hour effective January 1, 2016 to June 30, 2016 unless otherwise subsequently adjusted as a result of the Sheriff's Deputies collective bargaining agreement;
2. The Board agrees to fund the compensation paid by the Hospital for the services provided under this Agreement subject to the existing contract maximum;
3. All of the certifications and covenants set forth in the Agreement shall be recertified and reaffirmed as applicable and all other terms and conditions of the Agreement shall remain in full force and effect during the term of this Service Agreement Extension.

Vote on Motion                      Mr. Merrell              Aye              Mrs. Lewis              Aye              Mr. O'Brien              Aye

**RESOLUTION NO. 15-758**

**RESOLUTION OF NECESSITY FOR THE PURCHASE OF TWO AUTOMOBILES FOR THE USE OF THE DELAWARE COUNTY SHERIFF'S OFFICE OR ITS EMPLOYEES:**

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Board of County Commissioners of Delaware County, Ohio (the "Board") may find, by resolution of necessity, that it is necessary to purchase two motor vehicles to be used by the Board, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Delaware County Sheriff has demonstrated a need for two (2) additional motor vehicles;

NOW, THEREFORE BE IT RESOLVED that the Board hereby finds that it is necessary to purchase one (1) SUV and one (1) Pick up truck for use by the Sheriff's Office or its employees, at a total estimated cost not to exceed \$50,000.00.

Vote on Motion                      Mrs. Lewis              Aye              Mr. Merrell              Aye              Mr. O'Brien              Aye

**RESOLUTION NO. 15-759**

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**IN THE MATTER OF APPROVING OWNER'S AGREEMENT FOR ENCLAVE AT THE LAKES:**

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

Whereas, The Engineer recommends approving the Owner's Agreement for Enclave at the Lakes

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner's Agreement for Enclave at the Lakes:

**OWNER'S AGREEMENT  
PROJECT NUMBER: 14031**

**THIS AGREEMENT**, executed on this 29<sup>th</sup> day of June, 2015 between **M/I HOMES OF CENTRAL OHIO, LLC**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **ENCLAVE AT THE LAKES**, further identified as Project Number 14031 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

**OPTIONS:**

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

**OWNER** hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

**All public improvement construction** shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **FIFTY THOUSAND DOLLARS (\$50,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

**Upon completion of construction**, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

**Acceptance of the project** into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

**Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer** during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

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The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

**Should the OWNER become unable to carry out the provisions of this AGREEMENT**, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

**In consideration whereof**, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated herein.

**EXHIBIT "A"**

CONSTRUCTION COST ESTIMATE	\$1,865,000
CONSTRUCTION BOND AMOUNT	N/A
MAINTENANCE BOND AMOUNT	\$ 186,500
INSPECTION FEE DEPOSIT	\$ 50,000

Vote on Motion                      Mrs. Lewis              Aye              Mr. Merrell              Aye              Mr. O'Brien              Aye

**RESOLUTION NO. 15-760**

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

It was moved by Mrs. Lewis, seconded by Mr. O'Brien 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:

**RIGHT OF WAY WORK PERMIT**  
**DELAWARE COUNTY**  
**DELAWARE COUNTY ENGINEER'S OFFICE**  
**50 CHANNING STREET**  
**DELAWARE, OHIO 43015**  
**TELEPHONE: (740) 833-2400; COLUMBUS AREA 548-7313 EXT. 2400**  
**FAX: (740) 833-2399**

**TO: THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO**  
**FROM: CHRIS BAUSERMAN, P.E., P.S.**  
**DELAWARE COUNTY ENGINEER**  
**DATE: JUNE 24, 2015**

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
U15-063	Del-Co Water	Olive Green Road at Fredricks Road	Bore waterline
U15-064	AT&T	6400 Bevelheimer Road	Replace cables
U15-065	Time Warner Cable	8800 Owenfield Drive	Bore road
U15-066	Time Warner Cable	Tussic Street Road south of Slate Ridge	Bore road
U15-067	Columbia Gas	Olentangy Falls East	Install 3450' gas main
U15-068	Del-Co Water	541 & 349 Brindle Road	Install waterline
U15-069	Del-Co Water	Houseman Road at Brindle Road	Bore road
U15-070	Del-Co Water	Brindle Road at Slocum Road	Bore road

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Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-761

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION AND RETURN OF CASH ADVANCE FOR THE HOME ROAD AND SR 257 INTERSECTION PROJECT FUND:

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

<b>Supplemental Appropriation</b>		
29440425-5420	Home and SR257 Intersection /Road Constructions	(\$31,102.34)
29440425-5319	Home and SR257 Intersection/ Reimbursement/Refunds	\$134,474.03
<b>Return of Advance</b>		
<b>From</b>	<b>To</b>	
29440425-8501	10040421-8401	\$807,620.00
Home and SR257 Intersection/ Advances Out	Road & Bridge Projects/Advances In	

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mrs. Lewis Aye

RESOLUTION NO. 15-762

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR TANGER OUTLETS:

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

WHEREAS, on June 29, 2015, a Ditch Maintenance Petition for Columbus Outlets was filed with the Board of Commissioners of Delaware County (the "Board"), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within Tanger Outlets located off of Wilson Road in Berkshire Township; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$636,790 onsite and roadways. The drainage improvements are being constructed for the benefit of the lot(s) being created in the subject site. The developed area of 56.6 acres on the Outlet Parcel will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot/parcel is therefore \$11,250.71 per acre. An annual maintenance fee equal to 2% of this basis (\$12,735.80) will be collected from the owner of the Outlet Parcel. The basis for calculating the maintenance assessment shall be reviewed and subject to revision every six (6) years. The first year's assessment for all the lots/parcels in the amount of \$12,735.80 has been paid to Delaware County, receipt of which is hereby acknowledged.

Section 3: This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

Vote on Motion Mrs. Lewis Aye Mr. O'Brien Aye Mr. Merrell Aye

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RESOLUTION NO. 15-763

**IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE STATEWIDE CONSORTIUM OF COUNTY LAW LIBRARY RESOURCE BOARDS AND BOARD OF DELAWARE COUNTY COMMISSIONERS ON BEHALF OF THE DELAWARE COUNTY LAW LIBRARY RESOURCES BOARD:**

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

**MEMORANDUM OF UNDERSTANDING  
 BETWEEN THE  
 STATEWIDE CONSORTIUM OF COUNTY LAW LIBRARY RESOURCE BOARDS  
 AND BOARD OF DELAWARE COUNTY COMMISSIONERS ON BEHALF OF THE DELAWARE  
 COUNTY LAW LIBRARY RESOURCES BOARD**

Whereas, The Delaware County Law Library Resources Board recommends the Memorandum Of Understanding;

Therefore, Be It Resolved, The Board Of County Commissioners Of Delaware County, Ohio Approve The Memorandum Of Understanding Between The Statewide Consortium Of County Law Library Resource Boards And Board Of Delaware County Commissioners On Behalf Of The Delaware County Law Library Resources Board:

**MEMORANDUM OF UNDERSTANDING  
 BETWEEN THE  
 STATEWIDE CONSORTIUM OF COUNTY LAW LIBRARY RESOURCE BOARDS  
 AND BOARD OF DELAWARE COUNTY COMMISSIONERS ON BEHALF OF THE  
 DELAWARE COUNTY LAW LIBRARY RESOURCES BOARD**

This Memorandum of Understanding ("MOU") is made this 29<sup>th</sup> day of June, 2015 by and between the Statewide Consortium of County Law Library Resources Boards (hereinafter the "SCCLLRB") and the Board of Delaware County Commissioners (hereinafter the "County") on behalf of the Delaware County Law Library Resources Board (hereinafter the "LLRB").

WHEREAS, the MOU between the SCCLLRB and Delaware County expires on June 30, 2015; and

WHEREAS, the Librarian for Delaware County has provided services to the SCCLLRB under the SCCLLRB's August 2013 Request for Proposals; and

WHEREAS, the SCCLLRB remains in need of the services provided by Delaware County; and

WHEREAS, the SCCLLRB wants to enter into an agreement with Delaware County on the same terms and conditions that governed their agreement from 2013 to 2015;

THEREFORE, the parties agree as follows:

SECTION 1: PURPOSE AND USE

- 1.1 The SCCLLRB is a statewide consortium comprised of all county law library resource boards. R.C. 3375.481.
- 1.2 The County is a political subdivision of the State of Ohio.
- 1.3 The LLRB is a County board.

SECTION 2: RESPONSIBILITIES OF THE SCCLLRB

- 2.1 The SCCLLRB will provide grant funds, on the terms and conditions specified in its Request for Proposals, to the County for use by the LLRB on a quarterly basis upon submission of appropriate documentation at the rate of thirty dollars and 75/100 (\$30.75) per hour.
- 2.2 A true and accurate copy of the Request for Proposals is attached and incorporated.

SECTION 3: RESPONSIBILITIES OF THE COUNTY BOARD

- 3.1 The LLRB will provide assistance to the SCCLLRB, on the terms and conditions specified in the Request for Proposals and its Proposal.
- 3.2 A true and accurate copy of the LLRB's Proposal in response to the Request for Proposals is attached and incorporated.



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SECTION 4: TERM, RENEWAL, TERMINATION

4.1 The term of this MOU shall be effective July 1, 2015 and shall continue in effect until December 31, 2015.

4.2 Either party may cancel this MOU by sending a written notice of termination to the other party thirty (30) days prior to the date of termination.

4.3 This MOU may be renewed by the parties for an additional eighteen (18) month term by a written amendment to the MOU.

4.4 All notices in connection with this MOU shall be sent to the following representatives:

Charles A. Schneider, Chair  
Statewide Consortium of County Law  
Library Resources Board  
369 S. High St.  
Columbus, OH 43215

James Schuck  
Delaware County Law Library Resources Board  
20 W. Central Ave.  
Delaware, OH 43015

Section 5: MISCELLANEOUS

5.1 This MOU constitutes the entire agreement between the parties as to the subject matter described herein, and any changes or modifications to this MOU shall be made and agreed to in a written amendment signed by both parties.

5.2 This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Ohio.

Vote on Motion            Mr. O'Brien    Aye    Mr. Merrell    Aye    Mrs. Lewis    Aye

**RESOLUTION NO. 15-764**

**IN THE MATTER OF ACCEPTING THE AWARD OF THE OHIO DEPARTMENT OF YOUTH SERVICES GRANT FOR DELAWARE COUNTY JUVENILE COURT:**

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

WHEREAS, the Delaware County Juvenile has applied for and been awarded the ODYS RECLAIM grant for 2016; and

WHEREAS, the Grant will be used to pay for staffing and training and

WHEREAS, a local match is not required for the Grant; and

WHEREAS, the Board of County Commissioners accepts this grant award and designates the Delaware County Juvenile Court Administrator Katie Stenman to execute the agreement;

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining Court Administrator Stenman as the designated official;

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

Section 1. The Board hereby accepts the award of the Grant as follows:

Grant: 2016 RECLAIM	396,287.55
2016 BASE	245,357.00
2016 TRAINING	13,625.00

Source: Ohio Department of Youth Services

Grant Period: 7-1-15 thru 6-30-16

Total Grant Amount:	655,269.55
Local Match	0

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Section 2. The Board hereby authorizes Court Administrator Stenman, as the designated official, to execute reports and administrative documents for the Grant.

Section 3. When reports or administrative documents require execution by the designated official, a copy of the report or documents will be on file at Juvenile Court office of fiscal and grants.

FURTHER BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio approve the following supplemental appropriation:

26782609 -5305 Probation/Training and Staff Development \$13,625

Vote on Motion                    Mr. Merrell            Aye     Mrs. Lewis            Aye     Mr. O'Brien           Aye

**RESOLUTION NO. 15-765**

**IN THE MATTER OF APPROVING A SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE DELAWARE COUNTY JUVENILE COURT; THE BOARD OF DELAWARE COUNTY COMMISSIONERS AND THE EDUCATIONAL SERVICE CENTER TO PROVIDE A TRUANCY OFFICER:**

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

Whereas, the Juvenile Court Staff recommends approval of the second amendment to the agreement with The Educational Services Center to provide a truancy officer:

Therefore Be it Resolved, that the Delaware County Board of Commissioners approve the second amendment to the agreement with The Educational Services Center to provide a truancy officer:

**SECOND AMENDMENT TO AGREEMENT FOR A TRUANCY OFFICER**

This Second Amendment of the Agreement for a Truancy Officer ("Second Amendment") is entered into this 29<sup>th</sup> day of June, 2015 by and between the Board of Commissioners, Delaware County, Ohio ("Board"), whose principal place of business is located at 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Juvenile Court ("Court"), whose principal place of business is located at 140 North Sandusky Street, Ground Floor, Delaware, Ohio 43015 (Board and Court collectively "County") and the Board of Education of the Educational Service Center of Central Ohio ("ESC"), whose principal place of business is located at 2080 Citygate Drive, Columbus, Ohio 43219 (individually "Party," collectively, "Parties").

**WHEREAS**, the Parties entered into an Agreement for a truancy officer (hereinafter "Agreement") effective July 1, 2013 through June 30, 2014; and,

**WHEREAS**, Section 7 of the Agreement allows for changes to the Agreement; and,

**WHEREAS**, the Parties entered into a First Amendment to Agreement for a Truancy Officer ("First Amendment"), which, among other things, extended the term of the Agreement through June 30, 2015; and,

**WHEREAS**, the Parties desire and agree to further change the term of the Agreement so as to again renew and extend the term of the Agreement; and,

**WHEREAS**, the Parties, as a result of renewing and extending the Agreement, also desire and agree to change the date, as contained in Section 2 of the Agreement, that compensation is due from ESC to the Court; and,

**WHEREAS**, the Parties further desire and agree to change the amount of compensation due from ESC to the Court.

**NOW THEREFORE**, the Parties agree to make changes and amend the Agreement as follows:

1. Renewal

The term of the Agreement, as contained in Section 3 of the Agreement, shall be changed and the Agreement shall be renewed and extended. The renewal term of the Agreement shall be July 1, 2015 through June 30, 2016 ("Renewal Term").

2. Date Compensation Due to Court

Section 2 of the Agreement contains the date compensation is due from ESC to the Court. For services provided during the Renewal Term, such date shall be October 31, 2015.

3. Amount of Compensation

Section 2 of the Agreement also contains the amount of compensation due from ESC to the Court. For services provided during the Renewal Term, such amount shall be increased to Sixty-Five Thousand Two Hundred Fifty

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Dollars and No Cents (\$65,250.00).

4. Incorporation

This Second Amendment is hereby made a part of and incorporated into the Agreement.

5. Signatures

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

6. Conflicts

In the event of a conflict between the terms of the Agreement, the First Amendment, and this Second Amendment, the terms of this Second Amendment shall prevail.

7. Terms of Agreement Unchanged

All terms and conditions of the Agreement and First Amendment not changed by this Second Amendment remain the same, unchanged, and in full force and effect.

Vote on Motion            Mrs. Lewis        Aye        Mr. Merrell        Aye        Mr. O'Brien        Aye

**RESOLUTION NO. 15-766**

**IN THE MATTER OF AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE OHIO ATTORNEY GENERAL FOR THE DELAWARE COUNTY JUVENILE COURT VICTIMS ASSISTANCE:**

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to approve the following;

Grant: 2016 Victims  
Source: Ohio Attorney General  
Grant Period: 10-1-15 thru 9-30-16

Grant VOCA:    \$ 66,582.93  
Grant SVAA    \$ 22,327.94  
Local Match    \$ 15,395.73  
Total:            \$ 104,306.60

Proceeds will go towards funding the salary and fringe benefits for the victim assistance staff, and provide funding for training, counseling services, and new computer.

Vote on Motion            Mr. O'Brien        Aye        Mr. Merrell        Aye        Mrs. Lewis        Aye

**RESOLUTION NO. 15-767**

**IN THE MATTER OF AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE OHIO ATTORNEY GENERAL FOR THE DELAWARE COUNTY CASA PROGRAM:**

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to approve the following;

Grant: 2016 CASA  
Source: Ohio Attorney General  
Grant Period: 10-1-15 thru 9-30-16

Grant VOCA: \$ 222,373.10  
Grant SVAA: \$    1,917.50  
Local Match: \$    9,028.40  
Total:            \$ 233,319.00

Proceeds will go towards funding the salary and fringe benefits for the CASA staff and provide funding for training, travel, computers and printing.

Vote on Motion            Mr. Merrell        Aye        Mr. O'Brien        Aye        Mrs. Lewis        Aye

**RESOLUTION NO. 15-768**

**IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE**

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**COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CHILD PLACEMENT PROVIDERS AS LISTED:**

It was moved by Mr. O’Brien, seconded by Mrs. Lewis 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 Jobs & Family Services recommends approval of the following contract;

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

<b>Child Placement Service</b>	<b>Per diem cost and per diem reimbursement for the following categories</b>
<b>Bellefair JCB</b> <b>220001 Fairmount Blvd.</b> <b>Shaker Heights, OH 44118</b>  <b>\$15,000.00</b>	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

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

Vote on Motion                      Mrs. Lewis            Aye      Mr. O’Brien            Aye      Mr. Merrell            Aye

**RESOLUTION NO. 15-769**

**IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CALLOS FOR INTERIM STAFFING AND THE SUMMER YOUTH PROGRAM:**

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

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

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the first amendment to the following contract with Callos for interim staffing and the summer youth program:

**First Amendment  
To  
Contract For The Professional Services Agreement  
Between  
Callos Resource and Delaware County**

This First Amendment of the Contract For The Provision of Professional Services is entered into this 29<sup>th</sup> day of June, 2015 by and between the Delaware County, Ohio Board of County Commissioners (hereinafter “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 140 North Sandusky Street, 2<sup>nd</sup> Floor, Delaware, Ohio 43015, and Callos Resource, LLC. (hereinafter “CALLOS”) whose address is 6547 E. Livingston Ave., Reynoldsburg, OH 43068 (hereinafter collectively the “Parties.”).

**WHEREAS**, the Parties entered into the Agreement For Professional Services on December 18, 2014.

**WHEREAS**, the parties agree to the addition of certain provisions to the Agreement (collectively, “Provisions”).

**NOW THEREFORE**, the Parties agree as follows:

1. The Parties agree to amend the Agreement to add the following Provisions:
  - A. The maximum amount payable pursuant to this Agreement shall be increased to one hundred twenty five thousand dollars and no cents (\$125,000.00).
2. Signatures

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

3. Conflicts

In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of the First Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.

Vote on Motion            Mr. O'Brien    Aye    Mr. Merrell    Aye    Mrs. Lewis    Aye

**RESOLUTION NO. 15-770**

**IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND NECCO CENTER FOR CHILD PLACEMENT AND RELATED SERVICES:**

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

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

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the first amendment to the following contract with Necco Center for Child Placement and Related Services:

**First Amendment  
To  
Contract For The Provision of Child Placement  
And Related Services  
Between  
Necco Center and Delaware County**

This First Amendment of the Contract For The Provision of Child Placement And Related Services is entered into this 29<sup>th</sup> day of June, 2015 by and between the Delaware County, Ohio Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Department of Job and Family Services, a Title IV-E Agency, (hereinafter "Agency") whose address is 140 North Sandusky Street, 2<sup>nd</sup> Floor, Delaware, Ohio 43015, and Necco Center. (hereinafter "Provider") whose address is 115 Private Road, Pedro, Ohio 45659 (hereinafter collectively the "Parties").

**WHEREAS**, the Parties entered into the Contract For The Provision of Child Placement and Related Services on March 26, 2015.

**WHEREAS**, the parties agree to the addition of certain provisions to the Contract (collectively, "Provisions").

**NOW THEREFORE**, the Parties agree as follows:

- 1. The Parties agree to amend the Agreement to add the following Provisions:
  - A. The maximum amount payable pursuant to this Contract shall be increased to fifty thousand dollars and no cents (\$50,000.00).
- 2. Signatures

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

3. Conflicts

In the event of a conflict between the terms of the Contract and this First Amendment, the terms of the First Amendment shall prevail.

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4. Terms of Agreement Unchanged

All terms and conditions of the Contract not changed by this First Amendment remain the same, unchanged, and in full force and effect.

Vote on Motion            Mr. Merrell            Aye            Mrs. Lewis            Aye            Mr. O'Brien            Aye

**RESOLUTION NO. 15-771**

**IN THE MATTER OF APPROVING A PURCHASE OF SERVICE PURCHASE OF SERVICE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND NEW HORIZONS COMPUTER LEARNING CENTER:**

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

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

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract with New Horizons Computer Learning Center:

**PURCHASE OF SERVICE CONTRACT  
BETWEEN THE DELAWARE COUNTY  
DEPARTMENT OF JOB AND FAMILY SERVICES  
AND  
NEW HORIZONS COMPUTER LEARNING CENTER**

This Contract is made and entered into on this 29<sup>th</sup> day of June, 2015 between Delaware County Department of Job and Family Services, a department of the Delaware County Board of Commissioners, hereinafter referred to as "DCDJFS," and the NEW HORIZONS Computer Learning Center hereinafter referred to as "NEW HORIZONS".

1. **PURPOSE OF CONTRACT:** The purpose of this Contract is to outline the relationships between the DCDJFS and NEW HORIZONS for Computer Training. The target group to receive the training will be Dislocated Workers. The universal client will be welcome as well.
2. **AGREEMENT PERIOD:** This Contract will be effective from July 13, 2015 through June 30, 2016 inclusive, unless otherwise terminated.
3. **LIMITATION OF SOURCE OF FUNDS:** NEW HORIZONS warrants that any costs incurred pursuant to this Contract will not be allowable to, or included as a cost of any other federally financed program in either the current or a prior period.
4. **FINANCIAL AGREEMENT:** Subject to the terms and conditions set forth in this Contract, the DCDJFS agrees to reimburse NEW HORIZONS for actual costs for classes. Said reimbursement shall not exceed nineteen thousand two hundred dollars and no cents (\$ 19,200.00).
5. **INDEPENDENT CONTRACTORS/NO CONTRIBUTIONS TO OPERS:** NEW HORIZONS, and agents and employees of NEW HORIZONS, will act in performance of this Contract in an independent capacity, and not as officers or employees or agents of the State of Ohio, the DCDJFS, or Delaware County Board of Commissioners or Delaware County.

Delaware County is a public employer as defined in R.C. § 145.01(D). The County has classified NEW HORIZONS 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 NEW HORIZONS 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. NEW HORIZONS 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 NEW HORIZONS is an individual or has less than five (5) employees, NEW HORIZONS, 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").

6. **INFORMATION REQUIREMENTS:** NEW HORIZONS will provide information necessary to meet the specific program requirements contained in the contract. This would include an end-of-contract report of services provided and outcomes achieved.
7. **SERVICE DELIVERY RECORDS:** NEW HORIZONS shall maintain records of services provided under this contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.

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8. **DUPLICATE BILLING/OVERPAYMENT:** NEW HORIZONS warrants that claims made to DCDJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by NEW HORIZONS to other sources of funds for the same service. In the case of overpayments, NEW HORIZONS agrees to repay the DCDJFS the amount overpaid.
9. **FINANCIAL RECORDS:** NEW HORIZONS shall maintain independent books, records, payroll, documents, 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 be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
10. **AVAILABILITY AND RETENTION OF RECORDS:** NEW HORIZONS shall maintain and preserve all financial, programs/services delivery and eligibility determination records related to this Contract, including any other documentation used in the administration of the programs, in its possession for a period of three (3) years from the date of the submission of DCDJFS's final expenditure report, and/or will assure the maintenance of such for a period of time in the possession of any third party performing work related to this Contract unless otherwise directed by the DCDJFS.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, NEW HORIZONS shall retain the records until the completion of the action and all issues which arise from it or until the end of the three (3) year period, whichever is later.

11. **RESPONSIBILITY FOR INDEPENDENT AUDIT:** NEW HORIZONS agrees, if required by the director of DCDJFS on the basis of evidence of misuse or improper accounting of funds or service delivery records for which the provider is responsible, to have conducted an independent audit of expenditures and records of service delivery and make copies of the audit available to the DCDJFS. Any and all costs of such an independent audit shall be the sole responsibility of NEW HORIZONS.
12. **RESPONSIBILITY OF AUDIT EXCEPTIONS:** NEW HORIZONS agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate County, State or Federal Audit, and the Independent Audit described in Section 11, related to the provisions of services under this Contract.

NEW HORIZONS agrees to reimburse the DCDJFS and the County the amount of any Audit Exception designated by appropriate County, State, Federal and Independent Audit.

13. **SAFEGUARDING OF CLIENT:** NEW HORIZONS and DCDJFS agree that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the DCDJFS or NEW HORIZONS responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.
14. **CIVIL RIGHTS:** DCDJFS and NEW HORIZONS 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, 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 provider 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.
15. **INDEMNIFICATION:** NEW HORIZONS shall provide indemnification as follows:
- A. To the fullest extent of the law and without limitation, NEW HORIZONS agrees to and shall indemnify and hold free and harmless DCDJFS and Delaware County, Ohio, and all of their respective boards, officers, officials, employees, 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, 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 NEW HORIZONS' or any subcontractor's performance of this Contract. NEW HORIZONS agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Company shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, that NEW HORIZONS 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.

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B. NEW HORIZONS 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.

16. **TERMINATION:**

A. Termination for the Convenience:

Either Party may terminate this Contract at any time and for any reason by giving at least ten (10) days advance notice, in writing, to the other Party. NEW HORIZONS shall be entitled to receive compensation for any services 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 DCTB shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

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 DCDJFS shall be authorized in writing and signed by an authorized DCDJFS representative.

17. **AMENDMENT OF AGREEMENT:** This Agreement may be amended at any time by a written amendment signed by all parties.

18. **PARTIAL INVALIDITY:** A judicial or administrative finding, order or decision that any part of this Contract is illegal or invalid shall not invalidate the remainder of the Contract.

19. **PUBLICITY:** In any publicity release or other public reference, including media release, information pamphlets, etc. on the services provided under this Contract, it will be clearly stated that the project is partially funded by DCDJFS, through the Delaware County Commissioners and the DCDJFS.

20. **ACCESSIBILITY OF Programs TO HANDICAPPED:** NEW HORIZONS agrees as a condition of the 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.

21. **DRUG-FREE WORKPLACE:** NEW HORIZONS certifies and affirms that, as applicable to the DCDJFS, any staff, subcontractor and/or independent contractor, including all field staff, agree to comply with all applicable state and federal laws regarding a drug-free workplace.

22. **AVAILABILITY OF FUNDS:** The NEW HORIZONS understands and agrees that payments for all services provided in accordance with the provisions of this Contract are contingent upon the availability of federal, state, and local funding. In the event that federal, state, and/or local funding is no longer available to the DCDJFS, the NEW HORIZONS understands that changes and/or termination of this Contract will be required and/or necessary. Such changes and/or termination will be effective on the date that the federal, state and/or local funding is no longer available, or later as otherwise agreed by the Parties.

23. **NOTICES:** All notices which may be required by this Contract or by operation of any rule of law shall be hand delivered or sent via certified mail, return receipt requested, reputable nationally known



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overnight courier, return receipt requested, or facsimile to the following individuals and /or entities at the following addresses and shall be effective on the date received:

NEW HORIZONS:	DCDJFS:
New Horizons Computer Learning Center 460 Polaris Parkway Westerville, Ohio 43082	Delaware County Department of Job and Family Services 140 N. Sandusky Street Delaware, Ohio 43015
Fax: _____	Fax: (740) 833-2302

- 24. **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.
- 25. **AUTHORITY TO SIGN:** 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.
- 26. **ENTIRE AGREEMENT:** This Contract shall constitute the entire understanding and agreement between the DCDJFS and the NEW HORIZONS, 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            Mrs. Lewis            Aye            Mr. Merrell            Aye            Mr. O'Brien            Aye

**RESOLUTION NO. 15-772**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR FAMILY CHILDREN FIRST COUNCIL:**

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

Supplemental Appropriations	Description	Amount
70161603/5001	FCFC General/Salary	\$ 13,000.00
70161603/5301	FCFC General/Contracted Services	\$ 40,762.36
70161603/5120	FCFC General/OPERS	\$ 1,300.00
70161606/5001	Help Me Grow/Salary	\$ 300.00
70161606/5120	Help Me Grow/OPERS	\$ 1,000.00
70161606/5301	Help Me Grow/Contracted Services	\$ 303,806.33
70161609/5301	Ohio Children's Trust Fund/Contracted Services	\$ 33,693.50

Vote on Motion            Mr. O'Brien            Aye            Mr. Merrell            Aye            Mrs. Lewis            Aye

**RESOLUTION NO. 15-773**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR JOB AND FAMILY SERVICES:**

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

Supplemental Appropriations	Description	Amount
22411601/5348	JFS Income Maintenance/Client Services	\$ 25,000.00
22411602/5348	JFS PRC/Client Services	\$ 185,000.00

Vote on Motion            Mr. Merrell            Aye            Mr. O'Brien            Aye            Mrs. Lewis            Aye

**RESOLUTION NO. 15-774**

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, DELAWARE COUNTY JOB AND FAMILY SERVICES AND THE**

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**DELAWARE AREA CAREER CENTER:**

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

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

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract with Delaware Area Career Center:

**2015 - 2016 CONTRACT  
FOR THE PURCHASE OF SERVICES AND PROGRAMS (ABLE PROGRAM)  
BETWEEN THE DELAWARE COUNTY  
DEPARTMENT OF JOB AND FAMILY SERVICES  
AND  
DELAWARE AREA CAREER CENTER**

This Contract is entered into this 29<sup>th</sup> day of June, 2015 by and between the Delaware County Department of Job and Family Services (hereinafter, "DCDJFS"), whose address is 140 North Sandusky Street, 2<sup>nd</sup> Floor, Delaware, Ohio 43015, the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Delaware Area Career Center Board of Education (hereinafter, "DACC") whose South Campus address is 4565 Columbus Pike, Delaware, Ohio 43015 (hereinafter singly "Party," collectively, "Parties").

**PRELIMINARY STATEMENTS**

**WHEREAS**, the DACC operates the Adult Basic Literacy Education Program ("ABLE") which provides various educational programs, classes, and services to adults in Delaware County, Ohio

**WHEREAS**, DCDJFS has accepted federal Temporary Assistance For Needy Families (TANF) funds for state fiscal year 2016 ("SFY 2016") to provide educational programs, classes, and services to adults as a part of its workforce development duties and needs to provide such services or contract out for services; and,

**WHEREAS**, DCDJFS has accepted federal Supplemental Nutrition Assistance Program (SNAP) funds for state fiscal year 2016 ("SFY 2016") to provide educational programs, classes, and services to adults as a part of its workforce development duties and needs to provide such services or contract out for services; and,

**WHEREAS**, DCDJFS has accepted federal Workforce Innovation and Opportunity Act (WIOA) Program funds for state fiscal year 2016 ("SFY 2016") to provide educational programs, classes, and services to adults as a part of its workforce development duties and needs to provide such services or contract out for services; and,

**WHEREAS**, the DACC is willing to provide such services or contract out for services; and,

**WHEREAS**, the DACC is 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 DACC, for and on behalf of DCDJFS, will provide educational programs, classes, and services (hereinafter collectively "Services") to adults in Delaware County, Ohio through ABLE. The DACC shall provide Services to adults referred to such Services by DCDJFS. Services to be provided through ABLE, the budget for such Services, and forms to be used in providing the Services are respectively described in detail and/or set forth in Appendix I (Statement of Work), and Appendix II (Budget) all of which are attached hereto and all of which by this reference are fully incorporated into and made a part of this Contract (hereinafter respectively "Appendix I," and "Appendix II").

**2. TERM:**

This Agreement shall be effective July 1, 2015, through June 30, 2016.

DCDJFS shall have the option, upon thirty (30) days' written notice, to renew this agreement through June 30, 2017, based on successful performance outcomes from the initial agreement period, proposed program priorities, and the availability of funds for the projected year. The total amount to be paid for the renewal period July 01, 2016 through June 30, 2017 may allow for either an increase based upon the consumer price index or three percent (3%), whichever is less.

**3. SCOPE OF SERVICES/DELIVERABLES:**

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The Services to be provided under this Contract to DCDJFS by the DACC are set forth and are more fully described in Appendix I.

**4. FINANCIAL AGREEMENT:**

**A. PAYMENT PROCEDURES:**

1. The DCDJFS shall reimburse the DACC in accordance with Appendix II for Services actually provided hereunder, as described above and in Appendix I.
2. To receive such reimbursement, the DACC shall submit to DCDJFS proper monthly invoices for Services actually provided. Such invoices shall be in accordance with Appendix I and shall include documentation, satisfactory to DCDJFS, of Services actually provided. Such reimbursement shall be paid by DCDJFS to the DACC within thirty (30) days of receipt by DCDJFS of proper monthly invoices and accompanying documentation.

**B. MAXIMUM PAYMENT**

The DACC agrees to accept as full payment for Services rendered in a manner satisfactory to DCDJFS, the lesser of the following: (1) The maximum amount of Forty Five Thousand One Hundred Ninety Two Dollars and No Cents (\$ 45,192.00) or (2) the amount of actual expenditures made by the DACC 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 Forty Two Thousand One Hundred Ninety Two Dollars and No Cents (\$ 45,192.00). See Appendix II.

**5. LIMITATION OF SOURCE OF FUNDS:**

The DACC warrants that any costs submitted pursuant to this Contract will not be submitted as a cost of any other federally or state financed program.

**6. DUPLICATE BILLING/OVERPAYMENT:**

The DACC warrants that claims made to DCDJFS for payment, shall be for actual Services rendered and do not duplicate claims made by the DACC to other sources of funding for the same Services. In case of overpayments, the DACC agrees to repay the DCDJFS the amount of overpayment and that to which it is entitled.

**7. INFORMATION REQUIREMENTS:**

The DACC will provide such information to DCDJFS 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.

**8. AVAILABILITY AND RETENTION OF RECORDS:**

At any time, during regular business hours, with reasonable notice and as often as the DCDJFS, the Comptroller General of the United States, the State, or other agency or individual authorized by the DCDJFS may deem necessary, the DACC shall make available to any 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 unless disclosure of the information is not permitted under state and/or federal law. The DCDJFS and the above named parties shall be permitted by the DACC 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 DACC, 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 performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, the DACC 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 minimum 3-year retention period, DACC may thereafter destroy all records pursuant to its public records retention policy.

**9. INDEPENDENT FINANCIAL RECORDS:**

The DACC 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

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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 DCDJFS personnel.

**10. SERVICE DELIVERY RECORDS:**

The DACC 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 DCDJFS personnel.

**11. RESPONSIBILITY FOR INDEPENDENT AUDIT:**

DACC agrees, if requested by the Director of DCDJFS, to provide at no cost to the Department, a copy of the report for the most recent Independent Audit performed on the DACC and/or ABLE.

**12. RESPONSIBILITY OF AUDIT EXCEPTIONS:**

The DACC 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 the provision of services by DACC under this Contract. The DACC shall reimburse DCDJFS for any funds determined by the audit to be improperly collected.

**13. INDEPENDENT CONTRACTORS:**

DCDJFS is a public employer as defined in R.C. § 145.01(D). The Parties acknowledge and agree that DACC 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. DACC also agrees that, as an independent contractor, DACC 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. As an independent contractor, the DACC understands and agrees that it is not entitled to any of the benefits of employment particular to the DCDJFS or the Ohio Department of Jobs and Family Services, and to the extent that DACC employees are public employees and entitled to benefits as such, those benefits are covered through their employment by DACC.

**14. PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS:**

DCDJFS, the Board, and the DACC, as governmental entities/political subdivisions, lack authority to indemnify. As such, the Parties agree to be and shall be responsible for their own actions and/or the actions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants resulting from the performance of and/or provision of services or programs under and/or pursuant to this Contract. Therefore, the Parties agree to be individually and solely responsible for any and all claims, lawsuits, liability, losses, damages, injuries (including death), and/or related expenses that each may incur as a result of their own actions and/or the actions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants, in the performance of and/or provision of services or programs under and/or pursuant to this Contract.

**15. RESPONSIBILITY FOR DCDJFS / COUNTY PROPERTY:**

DACC shall assume full responsibility for any damage to or loss of any DCDJFS and/or County property, including but not limited to, buildings, structures, vehicles, fixtures, furnishings, equipment, supplies, accessories and/or parts resulting in whole or part from any acts or omissions, seen or unforeseen, intentional or unintentional, known or unknown, of DACC or any board members, officials, officers, employees, agents, representatives, volunteers, and/or servants of DACC as related to this Contract or Services provided thereunder.

**16. TERMINATION:**

**A. Termination At-Will:**

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 Parties. The DACC shall be entitled to receive compensation for any services satisfactorily performed hereunder through the effective date of 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 period of time, not to exceed 45 days. If the breach or default is not satisfactorily remedied within the

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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 DACC shall be entitled to receive compensation for any services satisfactorily performed hereunder through the effective 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 DACC 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 DCDJFS, the DACC understands that changes and/or termination of this Contract will be required and necessary. To the extent permitted by law, the DACC agrees to hold harmless DCDJFS and the Board for any such changes and/or termination. In the event that DCDJFS learns that funding may be, or will be, withheld or cancelled, DCDJFS shall act to reduce requests for services and/or refrain from requesting additional services to be performed by DACC, as necessary to mitigate unnecessary expenditures by DACC. 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 DCDJFS.

**17. SAFEGUARDING OF CLIENT:**

The Parties agree that the use or disclosure by any Party of any information concerning any individual eligible for Services provided pursuant to this Contract for any purpose not directly related with the administration of this Contract is strictly prohibited except upon the written consent of the DCDJFS and the individual or, if a minor, his/her responsible parent or guardian.

**18. CIVIL RIGHTS:**

DCDJFS and the DACC 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 DACC 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.

**19. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED:**

The DACC agrees as a condition of this Contract to make all Services provided pursuant to this Contract accessible to the disabled/handicapped. The DACC 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.

**20. FAIR HEARING:**

In accordance with state regulations, DCDJFS is charged with fulfilling responsibilities relative to appeals and/or state hearings brought or initiated by those receiving and/or participating in the Services. The DACC, its providers, and their respective officials, officers, employees, agents, representatives, volunteers, and/or servants agree to and shall be subject to DCDJFS rules relative to any such appeals and/or state hearings. Additionally, the DACC, its providers, and their respective officials, officers, employees, agents, representatives, volunteers, and/or servants agree to assist in the informational gathering and support processes related to the appeals and/or state hearing process and participation in the state hearing and/or appeal itself.

**21. DRUG-FREE WORKPLACE:**

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The DACC 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 DACC 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.

22. FINDINGS FOR RECOVERY:

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

23. NOTICES:

All notices which may be required by this Contract or by operation of any rule of law shall be sent via United States certified mail, return receipt requested, and/or personally delivered to the following individuals at the following addresses and shall be effective on the date received:

DACC:

Scott Palmer  
Director of Adult Operations  
DACC  
4565 Columbus Pike  
Delaware, Ohio 43015  
Delaware, Ohio 43015

DCDJFS:

Angela Thomas  
Interim Director  
DCDJFS  
140 N. Sandusky St., 2<sup>nd</sup> Floor

24. PUBLICITY:

In any publicity release or other public reference, including media release, information pamphlets, etc. on the Services provided under this Contract, it will be clearly stated that the project is partially funded by ODJFS and OhioMeansJobs-Delaware County, through the Delaware County Commissioners and the DCDJFS.

25. 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, to the extent that such courts retain jurisdiction over the dispute.

26. 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.

27. 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.

28. 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.

29. 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.

Vote on Motion            Mrs. Lewis            Aye            Mr. O'Brien            Aye            Mr. Merrell            Aye

RESOLUTION NO. 15-775

IN THE MATTER OF APPROVING THE SANITARY SEWER CONSTRUCTION PLANS FOR

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**COURTYARDS AT HIDDEN RAVINES SECTIONS 1, 2 & 3:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve the following sanitary sewer construction plans for Courtyards at Hidden Ravines Sections 1, 2 & 3 submittal to the Ohio EPA for their approval.

Whereas, the Director of Environmental Services recommends sanitary sewer plans for Courtyards at Hidden Ravines Sections 1, 2 & 3 for submittal to the Ohio EPA for their approval.

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plans for Courtyards at Hidden Ravines Sections 1, 2 & 3 for submittal to the Ohio EPA for their approval.

Vote on Motion            Mr. O'Brien    Aye    Mr. Merrell    Aye    Mrs. Lewis    Aye

**RESOLUTION NO. 15-776**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

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

The Interim Director of Job and Family Services recommends the payroll transfer of Stephanie Scribner, Family Children First Coordinator, from Developmental Disabilities to Family and Children First; effective July 1, 2015;

Therefore Be It Resolved, the Board of Commissioners accept the payroll transfer of Stephanie Scribner, Family Children First Coordinator, from Developmental Disabilities to Family and Children First; effective July 1, 2015.

The Interim Director of 911 Communications and the Assistant County Administrator/Director Of Administrative Services recommend the termination of employment of Yvette Hatten, as a Tour Commander; effective June 25, 2015;

Therefore Be It Resolved, the Board of Commissioners approve the termination of employment of Yvette Hatten, as a Tour Commander; effective June 25, 2015.

Vote on Motion            Mr. Merrell    Aye    Mrs. Lewis    Aye    Mr. O'Brien    Aye

**RESOLUTION NO. 15-777**

**IN THE MATTER OF SETTING DATE AND TIME FOR A SPECIAL SESSION FOR THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY TO ADJOURN INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve a Special Session on Tuesday July 14, 2015 at 9:00AM for The Board Of Commissioners Of Delaware County To Adjourn Into Executive Session For Consideration Of Employment Of A Public Employee Or Public Official.

Vote on Motion            Mrs. Lewis    Aye    Mr. Merrell    Aye    Mr. O'Brien    Abstain

**RESOLUTION NO. 15-778**

**IN THE MATTER OF APPROVING A NEW FUND, ORGANIZATION KEY, SUPPLEMENTAL APPROPRIATIONS AND ADVANCE OF FUNDS:**

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

**New Funds**

480                    2007 County Sales Tax Project Fund  
580                    2007 County Sales Tax Bond Service Fund

**Organization Keys**

10011180            2007 County Sales Tax Revenue Fund  
48040480            2007 County Sales Tax Sawmill Parkway Project  
58011181            2007 County Sales Tax Sawmill Parkway Bond Service  
29518000            Help Me Grow

**Supplemental Appropriations**

10011303-5201	Emergency Medical Service/General Supplies	5,700.00
29518000-5001	Help Me Grow/Compensation	200,451.53

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29518000-5101	Help Me Grow/Health Insurance	33,840.79
29518000-5102	Help Me Grow/Workers Comp	4,009.03
29518000-5104	Help Me Grow/Life Insurance	500.00
29518000-5120	Help Me Grow/County Share OPERS	28,063.21
29518000-5131	Help Me Grow/County Share Medicare	2,906.55
29518000-5201	Help Me Grow/General Supplies	1,000.00
29518000-5215	Help Me Grow/Program Supplies	500.00
29518000-5217	Help Me Grow/Books and Periodicals	156.65
29518000-5305	Help Me Grow/Training and Staff Development	1,000.00
29518000-5309	Help Me Grow/Travel Mileage Reimbursement	5,360.91
29518000-5330	Help Me Grow/Communication Service	337.50
29518000-5331	Help Me Grow/Postal and Freight Service	250.00
29518000-5332	Help Me Grow/Cell Phone Reimbursement	1,872.00
29518000-5335	Help Me Grow/Rental Services	780.00
29518000-5348	Help Me Grow/Client Services	24,375.00

**Advance of Funds**

<b>From</b>	<b>To</b>	
10011102-8500	26226206-8400	10,000.00
Commissioners General/Advance Out	Specialized Court Doc/Advance In	

Vote on Motion            Mr. O'Brien    Abstain    Mr. Merrell    Aye    Mrs. Lewis    Aye

**ADMINISTRATOR REPORTS**

**Tim Hansley**

-No reports

**COMMISSIONERS' COMMITTEES REPORTS**

**Commissioner Lewis**

-Attended a Regional Planning Committee meeting last Thursday. Will let Commissioner O'Brien speak more about it

**Commissioner O'Brien**

-Attended and participated in the Regional Planning meeting last Thursday. Was a good and productive meeting.

**Commissioner Merrell**

-Would like Administrator Hansley draft the opinion of the Board concerning Farmland Preservation

**RESOLUTION NO. 15-779**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR IMMINENT LITIGATION:**

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to adjourn into Executive Session at 10:07 AM.

Vote on Motion            Mr. O'Brien    Aye    Mr. Merrell    Aye    Mrs. Lewis    Aye

**RESOLUTION NO. 15-780**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to adjourn out of Executive Session at 1:53 PM.

Vote on Motion            Mrs. Lewis    Aye    Mr. O'Brien    Aye    Mr. Merrell    Aye

There being no further business, the meeting adjourned.

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Gary Merrell

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Ken O'Brien



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Barb Lewis

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Jennifer Walraven, Clerk to the Commissioners