

COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD DECEMBER 28, 2015

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

Present:
 Barb Lewis, Vice President
 Jeff Benton, Commissioner

Absent:
 Gary Merrell, President

1
 RESOLUTION NO. 15-1525

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 21, 2015:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on December 21, 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 Absent Mrs. Lewis Aye Mr. Benton Aye

2
 PUBLIC COMMENT

3
 ELECTED OFFICIAL COMMENT

4
 RESOLUTION NO. 15-1526

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1223, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1223:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1223, memo transfers in batch numbers MTAPR1223:

Vote on Motion Mrs. Lewis Aye Mr. Merrell Absent Mr. Benton Aye

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 RESOLUTION NO. 15-1527

IN THE MATTER OF APPROVING THE FOLLOWING LIST OF CARRY-OVER PURCHASE ORDERS FOR 2016:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following list of carry-over purchase orders:

Further Be It Resolved, that all current purchase order request shall be closed before the carry-over purchase orders are opened.

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line
R1550008	PUBLIC DEFENDER ATTORNEY'S	PUBLIC DEFENDER SERVICES	10011202 - 5301	\$ 75,000.00	0001
R1550014	EARTH SPIRITS NET INC	PURCHASE OF EMS BICYCLES WITH ACCESSORIES	10011303 - 5260	\$ 4,789.93	0001
R1550014	EARTH SPIRITS NET INC	PURCHASE OF VEHICLE BICYCLE RACKS	10011303 - 5201	\$ 455.99	0002

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R1550015	CDW GOVERNMENT INC	IN MOTION TECHNOLOGY HARDWARE	10011303 - 5260	\$ 24,040.00	0001
R1550015	CDW GOVERNMENT INC	IN MOTION TECHNOLOGY ANNUAL SUPPORT & SERVICE	10011303 - 5320	\$ 15,840.60	0002
R1550016	AMERICAN ELECTRIC POWER	ELECTRIC - OECC	66211903 - 5338	\$ 45,000.00	0001
R1550016	AMERICAN ELECTRIC POWER	ELECTRIC - ALUM CREEK	66211904 - 5338	\$ 68,000.00	0002
R1550016	AMERICAN ELECTRIC POWER	ELECTRIC - SCIOTO RESERVE	66211907 - 5338	\$ 8,500.00	0003
R1550016	AMERICAN ELECTRIC POWER	ELECTRIC - HOOVERWOODS	66211909 - 5338	\$ 600.00	0004
R1550016	AMERICAN ELECTRIC POWER	ELECTRIC - SCIOTO HILLS	66211910 - 5338	\$ 1,500.00	0005
R1550020	AIR FORCE ONE INC	HEATING AND COOLING REPAIRS	66211903 - 5328	\$ 4,000.00	0001
R1550020	AIR FORCE ONE INC	HEATING AND COOLING REPAIRS	66211904 - 5328	\$ 4,000.00	0002
R1550022	ANDRITZ SEPARATION INC	EQUIPMENT REPAIRS TO CENTRIFUGE AT OECC	66211903 - 5328	\$ 11,919.00	0001
R1550024	HARRIS INDUSTRIAL SERVICES	INSTALL CONDUIT AND FITTINGS TO NEW PC CABINET	66211904 - 5328	\$ 15,284.36	0001
R1550025	HAZEN AND SAWYER PC	WHOLE FFLUENT TOXICITY EVALUATION PER OEPA	66211904 - 5301	\$ 11,808.89	0001
R1550026	KIRK BROTHERS CO INC	REPLACING SAND FILTER WITH CLOTH FILTERS	66711901 - 5410	\$ 41,050.28	0001
R1550027	MAYS CONSULTING & EVALUATION SVS INC	PROFESSIONAL SERVICES	66611904 - 5301	\$ 25,840.09	0001
R1550028	MEADE CONSTRUCTION INC	ALUM CREEK ROOF REPLACEMENT	66611904 - 5410	\$ 150,710.65	0001
R1550029	MID OHIO DOORS INC	OVERHEAD DOOR REPAIRS	66211904 - 5328	\$ 7,850.00	0001
R1550030	MOTION INDUSTRIES INC	REPLACE GEAR DRIVE FOR FINE SCREEN 2	66211904 - 5450	\$ 6,530.28	0001
R1550031	OHIO CAT	GENERATOR MAINTENANCE	66211903 - 5328	\$ 6,200.00	0001
R1550031	OHIO CAT	GENERATOR MAINTENANCE	66211904 - 5328	\$ 1,000.00	0002
R1550031	OHIO CAT	GENERATOR MAINTENANCE	66211905 - 5328	\$ 1,700.00	0003
R1550031	OHIO CAT	GENERATOR MAINTENANCE	66211907 - 5328	\$ 1,100.00	0004
R1550031	OHIO CAT	GENERATOR MAINTENANCE	66211911 - 5328	\$ 2,500.00	0005
R1550033	OHIO EDISON CO	ELECTRIC - LOWER SCIOTO	66211905 - 5338	\$ 4,500.00	0001
R1550033	OHIO EDISON CO	ELECTRIC - TARTAN	66211906 - 5338	\$ 4,000.00	0002
R1550036	PNC BANK	P-CARD PURCHASES	66211904 - 5200	\$ 5,000.00	0001

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R1550036	PNC BANK	P-CARD PURCHASES	66211904 - 5300	\$ 5,000.00	0002
R1550037	SANTEK ENVIRONMENTAL INC	SLUDGE DISPOSAL	66211903 - 5380	\$ 6,000.00	0001
R1550037	SANTEK ENVIRONMENTAL INC	SLUDGE DISPOSAL	66211904 - 5380	\$ 16,000.00	0002
R1550037	SANTEK ENVIRONMENTAL INC	SLUDGE DISPOSAL	66211906 - 5380	\$ 500.00	0003
R1550037	SANTEK ENVIRONMENTAL INC	SLUDGE DISPOSAL	66211907 - 5380	\$ 750.00	0004
R1550038	THATCHER COMPANY OF NEW YORK INC	TRIOXYN - ODOR CONTROL	66211903 - 5290	\$ 8,200.00	0001
R1550038	THATCHER COMPANY OF NEW YORK INC	TRIOXN - ODOR CONTROL	66211904 - 5290	\$ 8,200.00	0002
R1550039	HENRY P THOMPSON CO INC	REPLACE ROTORKS AT ALUM CREEK	66211904 - 5428	\$ 26,800.00	0001
R1550040	WINELCO INC	UPGRADE EQUIPMENT AT QUAIL MEADOWS	66611903 - 5450	\$ 20,149.50	0001
R1550052	XYLEM WATER SOLUTIONS USA INC	EQUIPMENT PARTS - OECC	66211903 - 5201	\$ 2,500.00	0001
R1550052	XYLEM WATER SOLUTIONS USA INC	REPAIR MIXERS AT OECC	66211903 - 5328	\$ 25,000.00	0002
R1550052	XYLEM WATER SOLUTIONS USA INC	EQUIPMENT PARTS - ALUM CREEK	66211904 - 5201	\$ 1,500.00	0003
R1550060	B & C COMMUNICATIONS INC	911 PHONE SYSTEM UPGRADE	21411306 - 5450	\$ 339,911.00	0001
R1550069	PRO TECH SECURITY SALES	REPLACEMENT TRACKER	60111901 - 5370	\$ 6,693.00	0001
R1550078	APCO AFC INC	APCO ADVISOR SOFTWARE	21411306 - 5320	\$ 27,742.27	0001
R1550081	XYBIX SYSTEMS INC	911 CONSOLE FURNITURE	21411306 - 5450	\$ 115,408.56	0001
R1550082	TREASURER,STATE OF OHIO	VOIP COLLARBOR8	22411605 - 5301	\$ 6,500.00	0001
R1550086	MOTOROLA SOLUTIONS INC	ENCRYPTION KIT FOR BEARCAT UNIT	21411306 - 5320	\$ 2,836.75	0001
R1550086	MOTOROLA SOLUTIONS INC	KVL 4000 RADIO ENCRYPTION UNIT	21411306 - 5260	\$ 3,838.13	0002
R1550088	ALERT TRACKING SYSTEMS INC	ALERTS INTERFACE FOR RADIO AND ALARM SYSTEM	21411306 - 5320	\$ 10,500.00	0001
R1550102	SIMCO ELECTRIC INC	911 ELECTRICAL WORK FOR NEW CONSOLES AND LIGHTING	21411306 - 5328	\$ 24,600.00	0001
R1550113	MINE SAFETY APPLIANCE COMPANY	HEADSET ADAPTERS FOR APEX RADIOS	21411306 - 5201	\$ 6,943.20	0001
R1550115	AMERICAN ELECTRIC POWER	ELECTRICITY	10011105 - 5338	\$ 24,000.00	0001
R1550118	ACME ENTERPRISES INC	CLIENT TRAVEL	22411601 - 5355	\$ 7,000.00	0001

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RESOLUTION NO. 15-1528

IN THE MATTER OF A TRANSFER LIQUOR LICENSE REQUEST FROM 6999 SUNBURY ROAD, INC. TO SUNBURY EXPRESS, INC. BOTH DBA ALUM CREEK DRIVE THRU AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Berlin Township Trustees that Sunbury Express, Inc. has requested a transfer of a C1, C2, D6 permit from 6999 Sunbury Road, Inc. located at 6999 E SR36 & SR37, Sunbury, OH 43074 and

Whereas, the Delaware County Board of Commissioners has found no reason to file an objection,

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

Vote on Motion Mr. Merrell Absent Mr. Benton Aye Mrs. Lewis Aye

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RESOLUTION NO. 15-1529

IN THE MATTER OF SCHEDULING SPECIAL COMMISSIONERS’ SESSIONS FOR TUESDAY JANUARY 12, 2016 AT 2:00PM AND WEDNESDAY JANUARY 13, 2016 AT 8:00AM FOR ADJOURNING INTO EXECUTIVE SESSION FOR EMPLOYMENT AND COMPENSATION OF A PUBLIC EMPLOYEE OF PUBLIC OFFICIAL:

It was moved by Mr. Benton, seconded by Mrs. Lewis to schedule special Commissioners’ Sessions for Tuesday January 12, 2016 at 2:00PM and Wednesday January 13, 2016 at 8:00AM for adjourning into executive session for employment and compensation of a public employee of public official.

Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Absent

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RESOLUTION NO. 15-1530

IN THE MATTER OF DONATING PERSONAL PROPERTY NOT NEEDED FOR PUBLIC USE TO THE DELAWARE KNOX MARION MORROW SOLID WASTE DISTRICT:

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

WHEREAS, Delaware County currently owns certain personal property, specifically two (2) roll-off recycling containers (the “Property”), that is no longer needed for use by Delaware County; and

WHEREAS, pursuant to section 307.12(D) of the Revised Code, the Board of County Commissioners (the “Board”) may sell or donate county personal property to any political subdivision of the state without advertisement or public notification, regardless of the property’s value; and

WHEREAS, the Delaware Knox Marion Morrow Solid Waste District has a need for and can utilize the Property;

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

Section 1. The Board hereby approves the donation of the Property to the Delaware Knox Marion Morrow Solid Waste District.

Section 2. Pursuant to section 307.12(D) of the Revised Code, the Board makes no determination of the value of the Property, and the Property shall be donated upon the condition that the Property is accepted “as is.”

Section 3. The Clerk of the Board shall provide a certified copy of this Resolution to the Delaware Knox Marion Morrow Solid Waste District.

Vote on Motion Mr. Benton Aye Mr. Merrell Absent Mrs. Lewis Aye

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RESOLUTION NO. 15-1531

IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR LIBERTY TRACE

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SECTION 1 AND OLENTANGY FALLS EAST SECTION 1:

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

LIBERTY TRACE SECTION 1

Whereas, Pulte Homes of Ohio LLC has submitted the Plat of Subdivision (“Plat”) for Liberty Trace Section 1, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Liberty Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on October 19, 2015; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on October 22, 2015; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on October 28, 2015; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on November 16, 2015; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on December 23, 2015;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Liberty Trace Section 1

Liberty Trace Section 1:

Situated in the State of Ohio, County of Delaware, Township of Liberty and in Farm Lot 12, (3.337 acres) and 13 (27.762 acres), Quarter Township 1, Township 3, Range 19, United States Military Lands, containing 31.099 acres of land, more or less, said 31.099 acres being part of that tract of land conveyed as Tract 3 to Pulte Homes of Ohio LLC by deed of record in Official Record 1305, Page 2561, Recorder’s Office, Delaware County, Ohio. Cost \$108.

OLENTANGY FALLS EAST SECTION 1:

Whereas, Rockford Homes, Inc. has submitted the Plat of Subdivision (“Plat”) for Olentangy Falls East Section 1, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Liberty Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on November 16, 2015; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on November 16, 2015; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on November 18, 2015; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on November 19, 2015; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on December 23, 2015;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Olentangy Falls East Section 1

Olentangy Falls East Section 1:

Situated in the State of Ohio, County of Delaware, Township of Liberty and in Farm Lot 7, Section 1, Township 3, Range 19, United States Military Lands, being 43.954 acres of that 148.481 acre tract conveyed to Rockford Homes, Inc. by Deed of Record in Official Record Volume 1308, Page 42-46 (all references refer to the records of the Recorder’s Office, Delaware County, Ohio). Cost: \$108

Vote on Motion Mr. Merrell Absent Mrs. Lewis Aye Mr. Benton Aye

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RESOLUTION NO. 15-1532

IN THE MATTER OF ACCEPTING IMPROVEMENTS WITHIN THE PROJECT KNOWN AS TRIPLE T TRANSPORT CORPORATE HEADQUARTERS OFFICE COMPLEX – LEWIS CENTER ROAD IMPROVEMENTS:

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

Whereas, on June 1, 2015, the Board of County Commissioners (the “Board”) entered into a Project Agreement with Thomas A. Sanfillipo (“Owner”) for the project known as Triple T Transport Corporate Headquarters Office Complex – Lewis Center Road Improvements (“Improvement”); and

Whereas, the County Engineer has inspected the Improvement and finds it to be constructed in accordance with the approved plans; and

Whereas, the County Engineer recommends the Board accept the Improvement in accordance with the Project Agreement and release the letter of credit being held as construction surety to the Owner;

Now, Therefore, Be It Resolved that the Board of Commissioners of Delaware County, Ohio hereby accepts the Improvement in accordance with the Project Agreement and releases the letter of credit being held as construction surety to the Owner.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Absent Mr. Benton Aye

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RESOLUTION NO. 15-1533

IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACTS BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CHILD PLACEMENT PROVIDERS AS LISTED:

It was moved by Mr. Benton, 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 contracts;

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

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Hittle House 774 Internet Drive Columbus, Ohio 43207 Contract \$90,000.00	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)
Advantage Adoption 3269 Letter Kenny Lane Powell, Ohio 43065 Contract \$140,000.00	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)
Kids Count Too 1616 East Wooster Street Unit #3 Bowling Green, Ohio 43402	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets,

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Contract: \$35,000.00	clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
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(A copy of each of these contracts is available in the Commissioners' Office until no longer of administrative value).

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

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RESOLUTION NO. 15-1534

IN THE MATTER OF APPROVING THE SECOND AMENDMENT TO THE CONTRACTS FOR THE PROVISION OF CHILD PLACEMENT AND RELATED SERVICES BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS, ADRIEL SCHOOL, INC. AND ST. VINCENT MEDICAL CENTER:

It was moved by Mr. Benton, 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 Job & Family Services recommends approval of the following contract amendments;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following contract amendments:

Adriel School, Inc.

**Second Amendment
To
Contract For The Provision of Child Placement
And Related Services
Between
Adriel School, Inc. and Delaware County**

This Second Amendment of the Contract For The Provision of Child Placement And Related Services is entered into this 28th day of December, 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, 2nd Floor, Delaware, Ohio 43015, and Adriel School, Inc. (hereinafter "Provider") whose address is P.O. Box 188, West Liberty, Ohio 43357 (hereinafter collectively the "Parties").

WHEREAS, the Parties entered into the Contract for the Provision of Child Placement and Related Services on December 21, 2014.

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 five thousand seven hundred eighty three dollars and seventy two cents (\$55,783.72).
2. 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.

3. Conflicts

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

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4. Terms of Agreement Unchanged

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

St. Vincent Medical Center

Second Amendment
To
Contract For The Provision of Child Placement
And Related Services
Between
St. Vincent Medical Center and Delaware County

This Second Amendment of the Contract For The Provision of Child Placement And Related Services is entered into this 28th day of December, 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, 2nd Floor, Delaware, Ohio 43015, and St. Vincent Medical Center. (hereinafter "Provider") whose address is 1490 East Main Street, Columbus, Ohio 43205 (hereinafter collectively the "Parties").

WHEREAS, the Parties entered into the Contract for the Provision of Child Placement and Related Services on December 18, 2014.

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 one hundred seventy two thousand one hundred dollars and no cents (\$ 172,100.00).

2. 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.

3. Conflicts

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

4. Terms of Agreement Unchanged

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

Vote on Motion Mr. Merrell Aye Mr. Benton Absent Mrs. Lewis Aye

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RESOLUTION NO. 15-1535

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE CONTRACTS FOR THE PROVISION OF CHILD PLACEMENT AND RELATED SERVICES BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS, BUCKEYE RANCH, KIDS COUNT TOO AND OHIO GUIDESTONE:

It was moved by Mr. Benton, 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 Job & Family Services recommends approval of the following contract amendments;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following contract amendments:

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Buckeye Ranch

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

This First Amendment of the Contract For The Provision of Child Placement And Related Services is entered into this 28th day of December, 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, 2nd Floor, Delaware, Ohio 43015, and Buckeye Ranch (hereinafter "Provider") whose address is 5665 Hoover Road, Grove City, Ohio 43123 (hereinafter collectively the "Parties.).

WHEREAS, the Parties entered into the Contract for the Provision of Child Placement and Related Services on December 18, 2014.

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 one hundred three thousand eight hundred forty dollars and no cents (\$103,840.00).

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.

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.

**First Amendment
To
Contract For The Provision of Child Placement
And Related Services
Between
Kids Count Too and Delaware County**

This First Amendment of the Contract For The Provision of Child Placement And Related Services is entered into this 28th day of December, 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, 2nd Floor, Delaware, Ohio 43015, and Kids Count Too (hereinafter "Provider") whose address is 1616 East Wooster Street, Unit #3, Bowling Green, Ohio 43402 (hereinafter collectively the "Parties.).

WHEREAS, the Parties entered into the Contract for the Provision of Child Placement and Related Services on December 18, 2014.

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:

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A. The maximum amount payable pursuant to this Contract shall be increased to thirty two thousand three hundred twenty dollars and no cents (\$32,320.00).

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.

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.

Ohio Guidestone

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

This First Amendment of the Contract For The Provision of Child Placement And Related Services is entered into this 28th day of December, 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, 2nd Floor, Delaware, Ohio 43015, and Ohio Guidestone (hereinafter "Provider") whose address is 202 East Bagley Road, Berea, Ohio 44017 (hereinafter collectively the "Parties").

WHEREAS, the Parties entered into the Contract For The Provision of Child Placement and Related Services on January 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 twenty four thousand one hundred eighty dollars and no cents (\$ 24,180.00).

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.

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 Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Absent

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RESOLUTION NO. 15-1536

IN THE MATTER OF APPROVING THE JOB AND FAMILY SERVICES 2016 REQUIRED TRAVEL TRAINING REQUESTS:

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

Whereas, the Director of Job & Family Services recommends approval of the following 2016 required travel training requests;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following 2016 required travel training requests:

Required Training/Meetings

Cost of training to be paid from local/state/federal appropriated funds

Following are itemized the anticipated expenses necessary to be incurred during such period.

NOTE: The total will be the maximum that would be reimbursed. Staff will use a county vehicle if available, reasonable and efficient.

1.

I hereby request authorization for:

Positions classified as Social Services Worker 3, Social Services Worker 2, Social Services Supervisor, and Assistant Director

to attend, at the expense of Delaware County, required child welfare training at various locations, for the period of 01/01/16 through 12/31/16.

(6 trainings x 18 staff x 80 miles x \$0.40)		
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$	3,456
Parking for <u>actual</u> cost	\$	200
Registration for <u>actual</u> cost (specialized training x 9 staff x \$150.00)	\$	1,350
Approximate of total request	\$	5,006

2.

I hereby request authorization for:

Positions classified as Fiscal Specialist, Social Services Worker 3, Social Services Worker 2, Social Services Supervisor, and Assistant Director

to attend, at the expense of Delaware County, quarterly SACWIS meetings at various locations for the period of 01/01/16 through 12/31/16.

(4 meetings x 100 miles x \$0.40)		
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$	160
Parking for <u>actual</u> cost (4 meetings x \$10.00)	\$	40
Registration for <u>actual</u> cost	-0-	
Approximate of total request	\$	200

3.

I hereby request authorization for:

Positions classified as Assistant Director, Social Services Supervisor, Social Services Worker 3, and Social Services Worker 2

to attend, at the expense of Delaware County, quarterly foster/adoption coordinator meetings, regional adoption meetings, liaison meetings at Columbus, OH for the period of 01/01/16 through 12/31/16.

(10 meetings x 60 miles x \$0.40)		
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$	240
Parking for <u>actual</u> cost (10 meetings x \$10.00)	\$	100
Registration for <u>actual</u> cost	-0-	
Approximate of total request	\$	340

4.

I hereby request authorization for:

Positions classified as Director, Assistant Director, Social Services Supervisor, and Quality Assurance Worker

to attend, at the expense of Delaware County, quarterly Regional Social Services Supervisor/Administrator meetings at various locations for the period of 01/01/16 through 12/31/16.

(4 meetings x 60 miles x \$0.40)		
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$	96
Parking for <u>actual</u> cost (11 meetings x \$10.00)	\$	-0-

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Registration for <u>actual</u> cost	\$	-0-
Approximate of total request	\$	96

5.

I hereby request authorization for:

Positions classified as Clerical Specialist, Employment Services Worker, Employment Services Representative, Employment Services Supervisor, Income Maintenance Worker 3, Income Maintenance Supervisor, Fraud Investigator, Income Maintenance Worker 2/Screeners, Social Services Worker 1 to attend, at the expense of Delaware County, Collabor8, and Policy training at Columbus and various locations in Ohio for the period of 01/01/16 through 12/31/16.

(4 staff x 18 days x 60 miles x \$0.40)		
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$	1,728
Parking for <u>actual</u> cost		120
Registration for <u>actual</u> cost		-0-
Approximate of total request	\$	1,848

6.

I hereby request authorization for:

Positions classified as Director, Assistant Director, Income Maintenance Supervisor, Employment Services Supervisor, Employment Services Counselor, Employment Services Representative, Contract Evaluator, and Clerical Specialist to attend, at the expense of Delaware County, WIOA, TANF, or Ohio Means Jobs Center Technical Assistance meetings, Monthly Workforce Development meetings, Workforce Development Systems Operations meetings, Area 7 Board Meetings, IM Supervisor meetings, Medicaid Meetings, Quarterly Family Stability Regional meetings, Delaware-Knox-Marion-Morrow Board meetings, Collabor8 meetings, at various locations for the period of 01/01/16 through 12/31/16

(100 miles x 12 x \$0.40) + (60 miles x 6 x \$0.40)		
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$	624
Parking for <u>actual</u> cost(12 meetings x \$10.00)	\$	120
Registration for <u>actual</u> cost	\$	320
Approximate of total request	\$	1,064

7.

I hereby request authorization for:

Positions classified as Social Services Supervisor, Social Services Worker 1 to attend, at the expense of Delaware County, Monthly Child Care meetings, at various locations for the period of 01/01/16 through 12/31/16.

(12 meetings x 60 miles x \$0.40)		
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$288	
Parking for <u>actual</u> cost (12 meetings x \$10)	\$120	
Approximate of total request	\$408	

8.

I hereby request authorization for:

Positions classified as Social Services Supervisor, Social Services Worker 1 to attend, at the expense of Delaware County, Quarterly Child Care meetings at various locations in Ohio for the period of 01/01/16 through 12/31/16.

(4 meetings x 100 miles x \$0.40)		
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$	160
Parking for <u>actual</u> cost		40
Registration		80
Approximate of total request	\$	280

9.

I hereby request authorization for:

Income Maintenance Supervisor, Fraud Investigator to attend, at the expense of Delaware County, Quarterly Fraud/Overpayment meetings at various locations for the period of 01/01/16 through 12/31/16.

(100 miles x 4 meetings x \$0.40)		
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$	160
Parking for <u>actual</u> cost		
Registration for <u>actual</u> cost		40
Approximate of total request	\$	200

10.

I hereby request authorization for:

Positions classified as Director, Assistant Director, Employment Services Supervisor, Employment Services Counselor, Employment Services Representative, Contract Evaluator

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to attend, at the expense of Delaware County, Chamber of Commerce Functions, Ohio Means Jobs or WIOA Trainings and Workshops at various locations for the period of 01/01/16 through 12/31/16.

(1 car x 60 miles x 9 x \$0.40)		
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$	216
Parking for <u>actual</u> cost	\$	150
Registration for <u>actual</u> cost (\$20 x 3 staff x 9 functions)	\$	540
Approximate of total request	\$	906

11.

I hereby request authorization for:

Positions classified as Director, Assistant Director, Income Maintenance Supervisor, Employment Services Supervisor, Administrative Assistant, Social Services Supervisor, Income Maintenance Case Control Reviewer-Team Lead, Income Maintenance Worker 3, Social Services Worker 3

to attend, at the expense of Delaware County, Quarterly PCSAO (Public Children Services Assoc. of Ohio), OJFSDA (Ohio Job and Family Services Directors Assoc.), ODJFS Children Services Directors, SW District Directors meetings, OJFSDA Committee Meetings, ODJFS Ad Hoc Committee meetings, ODJFS County Shared Services Committee meetings, and WIOA Administrator Meetings/Trainings at various locations for the period of 01/01/16 through 12/31/16.

(44 meetings x 75 miles x \$0.40)		
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$	1,320
Parking for <u>actual</u> cost (24 meetings x \$10)	\$	240
Registration for <u>actual</u> cost		2,000
Approximate of total request	\$	3,560

12.

I hereby request authorization for:

Positions classified as Director, Assistant Director, Fiscal Supervisor, Fiscal Specialist, Employment Services Supervisor, Contract Evaluator

to attend, at the expense of Delaware County, Quarterly Fiscal/WIOA/OJFSDA meetings at Columbus and various locations for the period of 01/01/16 through 12/31/16.

(10 meetings x 60 miles x \$0.40)		
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$	240
Parking for <u>actual</u> cost		60
Registration for <u>actual</u> cost (\$15 x 3 staff x 6 meetings)	\$	270
Approximate of total request	\$	570

13.

I hereby request authorization for:

Positions classified as Director, Assistant Director, Employment Services Supervisor, Social Services Supervisor, Social Services Worker 3, Social Services Worker 2

to attend, at the expense of Delaware County, Monthly/Quarterly OJFSDA, JFSHRA, PCSAO meetings at various locations for the period of 01/01/16 through 12/31/16.

(24 days x 60 miles x \$0.40)		
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$	576
Parking for <u>actual</u> cost		200
Registration for <u>actual</u> cost		500
Approximate of total request	\$	1276

(No #14)

15.

I hereby request authorization for:

Positions classified as Income Maintenance Supervisor, Employment Services Supervisor, and Contract Negotiator/Evaluator

to attend, at the expense of Delaware County, Quarterly MIS & Northwood's meetings at various location in Central Ohio for the period of 01/01/16 through 12/31/16.

(4 days x 60 miles x \$0.40)		
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$	96
Registration for <u>actual</u> cost		-0-
Approximate of total request	\$	96

16.

I hereby request authorization for:

Positions classified as Income Maintenance Supervisor, Employment Services Supervisor, , Contract Negotiator/Evaluator, Assistant Director and Director

to attend, at the expense of Delaware County, Bi-annual TPOC meetings at Columbus for the period of 01/01/16 through 12/31/16.

(2 days x 60 miles x \$0.40)		
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$	48

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Parking for <u>actual</u> cost	30
Registration for <u>actual</u> cost	<u>-0-</u>
Approximate of total request	\$ 78

17.

I hereby request authorization for:
Positions classified as Employment Services Supervisor, Employment Services Counselors, and Employment Services Representatives
to attend, at the expense of Delaware County, Career and/or Education Fairs, Job Fairs, Youth Skills Competitions, Youth Services Field Trips, Youth Conferences at various locations for the period of 01/01/16 through 12/31/16.

(12 trips x 100 miles x \$0.40)	
Mileage for personal automobile <u>actual</u> miles at \$0.40	\$ 480
Parking for <u>actual</u> cost (12 x \$10)	120
Registration/Admission Fees for <u>actual</u> cost	250
Meals (10 lunches x \$10)	<u>100</u>
Approximate of total request	\$ 950

Vote on Motion Mr. Benton Aye Mr. Merrell Absent Mrs. Lewis Aye

15

RESOLUTION NO. 15-1537

IN THE MATTER OF APPROVING A LEASE AMENDMENT FOR SECURE STORAGE FACILITIES:

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

WHEREAS, Delaware County is in need of secure storage facilities; and

WHEREAS, the Delaware County Sheriff and Staff recommend approval of the lease amendment for such facilities;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves such lease amendment for secure storage facilities for terms commencing January 1, 2016 and ending January 1, 2017, for the total cost of \$42,300.00.

Vote on Motion Mr. Merrell Absent Mrs. Lewis Aye Mr. Benton Aye

16

RESOLUTION NO. 15-1538

IN THE MATTER OF APPROVING A JAG GRANT AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS OF FRANKLIN, COUNTY OHIO, THE FRANKLIN COUNTY SHERIFF AND THE DELAWARE COUNTY SHERIFF'S OFFICE FOR INTERNET CRIMES AGAINST CHILDREN TASK FORCE:

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

Whereas, The Delaware County Sheriff And Staff recommend approval of the Jag Grant Agreement Between The Board Of Commissioners Of Franklin, County Ohio, The Franklin County Sheriff And The Delaware County Sheriff's Office For The Internet Crimes Against Children Task Force:

Now, Therefore, Be It Resolved That The Board Of Commissioners Of Delaware County approves The Jag Grant Agreement Between The Board Of Commissioners Of Franklin, County Ohio, The Franklin County Sheriff And The Delaware County Sheriff's Office For the Internet Crimes Against Children Task Force:

**AGREEMENT
JAG Grant/Internet Crimes Against Children**

This Agreement is made effective as of January 1, 2015 and entered into between the **Board of Commissioners of Franklin County, Ohio** (the "Board"), the **Franklin County Sheriff** (the "FCSO") and the **Delaware County Sheriff's Office** ("DCSO").

Background Information

A. The FCSO, as a subgrantee, has received federal funding from the Franklin County Office of Homeland Security and Justice Programs through a Justice Assistance Grant (Grant # 14-JAG-3000) in the amount of Twenty Five Thousand Dollars (\$25,000). The Board, as a subgrantee, has received federal funding from the Ohio Office

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of Criminal Justice Services through a Justice Assistance Grant (Grant # 2014-JG-A02-6808) in the amount of Forty-Seven Thousand Six Hundred Dollars (\$47,600), and the FCSO is designated as the Implementing Agency. The grants are referenced to collectively herein as the "Grant" with a total of \$72,600 (the "Grant Funds"). The Grant Funds are to reimburse certain agencies, including DCSO, for overtime, training, and travel expenses for the purpose of investigating internet crimes against children.

B. Section 307.85 of the Ohio Revised Code authorizes the Board to participate in, give financial assistance to, and cooperate with other governmental agencies in establishing and operating any federal program.

C. Pursuant to its statutory authority, the Board has entered into agreements with the Columbus Division of Police, Circleville Police Department, Grandview Heights Division of Police, Grove City Division of Police, Hilliard Division of Police, Pickaway County Sheriff's Office, Upper Arlington Police Division, DCSO and the Westerville Police Division (collectively, the "Collaborating Agencies") in order to operate a federal program by identify the training that will be provided to each of the Collaborating Agencies and such other terms and conditions associated with being part of this collaboration. In addition to the above, the Circleville Police Department will be an unpaid collaborating agency.

Provisions

In consideration of the foregoing, the parties hereby agree as follows:

1. Overtime. DCSO agrees that it will investigate as part of the Internet Crimes Against Children (ICAC) Task Force internet crimes against children, including, but not limited to identifying registered sex offenders' use of internet, including email accounts, social media, or similar pages maintained by registered sex offenders, chat room use, and any other cyber activity that may constitute violations of probation and/or parole. DCSO agrees that it will collaborate with the FCSO as well as the other Collaborating Agencies on such investigations. The funding provided to DCSO to conduct such investigations above their regular assignments shall be monitored by the FCSO. FCSO agrees to notify DCSO on at least quarterly as to the amount of available Grant Funds for use by DCSO for overtime reimbursement. DCSO agrees that it will not be reimbursed under this Agreement for overtime in excess of the amount of available funds, as provided to DCSO by FCSO. DCSO agrees that overtime reimbursement shall be based on a rate not to exceed one and one half (1 1/2) times the rate of regular wages for overtime worked under the Grants, regardless of when the overtime is worked, including, but not limited to, days off and holidays, and in no event shall it include related fringe benefit costs associated with such overtime. DCSO understands and agrees that it shall pay its employees for such overtime covered by this Section 1 and then seek reimbursement from the FCSO, as outlined in Section 4 below. FCSO shall disburse proportionately, in accordance with the procedures in the Grants, \$35,242.97 to Collaborating Agencies, not to include FCSO.

2. Training and Travel. FCSO shall notify DCSO quarterly as to the amount of available Grant Funds for use by DCSO for training and travel expenses of DCSO's ICAC Task Force personnel. DCSO agrees that it will not be reimbursed for training and travel expenses in excess of the amount of available funds provided to DCSO by FCSO. The training and travel policy of DCSO will govern the training and travel procedures of DCSO officers; however, DCSO agrees to coordinate travel arrangements with FCSO and the other Collaborating Agencies in order to reduce the expenses. DCSO understands and agrees that it will be reimbursed for such expenses, as outlined in Section 4 below. FCSO shall disburse proportionately, in accordance with the procedures in the Grants, to the Collaborating Agencies, including FCSO, \$13,400 for training and travel expenses.

3. Equipment and Materials. DCSO will not receive equipment in relation to the Grants.

4. Payment.

(a) *Overtime*. To seek reimbursement of overtime incurred by DCSO consistent with Section 1 above, DCSO shall submit to the FCSO the required itemized invoice printed on DCSO letterhead, with payroll reports attached. DCSO will make its request to the FCSO quarterly, with the invoice and reports being submitted no later than the 15 day of the month following the close of each calendar year quarter. FCSO may take up to 30 days to process such payment. A copy of the electronic version of the required itemized invoice sheet can be obtained by emailing the FCSO Director of Administrative Services at dmmasterfranklincountyohio.gov.

(b) *Travel/Training*. To seek reimbursement of the travel and training costs incurred consistent with Section 2 above, DCSO shall submit an itemized invoice printed on DCSO letterhead, with paid expense reports, including receipts, attached. DCSO will make its request to FCSO quarterly, with the invoice and reports being submitted no later than the 15th day of the month following the close of each calendar year quarter. FCSO may take up to 30 days to process such payment.

(c) *No Payment to Vendors*. All payments under this Section shall be made to DCSO and not to DCSO's vendor or individual employees.

5. Compliance with Special Conditions. DCSO agrees that it shall comply with the Special Conditions (Attached as Exhibit A and incorporated by this reference).

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6. Compliance with ICAC Mental Health Program. DCSO agrees to send each DCSO ICAC Task Force Officer to two group mental health sessions per year at no cost to DCSO as scheduled by the Task Force Commander. In addition, DCSO agrees to send each DCSO ICAC Task Force Officer to two individual sessions per year at DCSO's cost. DCSO's failure to comply with this requirement may result in termination of DCSO from the ICAC Task Force.

7. Choice of Law. This Agreement is entered into in the State of Ohio and shall be governed and construed in accordance with the laws of Ohio. The parties agree that exclusive venue for any dispute arising out of this Agreement shall be in a court of competent jurisdiction in Franklin County, Ohio.

8. Entire Agreement/Modification. This Agreement constitutes the entire agreement between the parties and any changes or modification to this Agreement shall be made and agreed to by the parties in writing. This Agreement supersedes any previously dated and signed agreement between the parties involving the Grant.

9. Term. The term of this Agreement shall be effective beginning on January 1, 2015 and shall terminate on December 31, 2015, the termination date of the Grant. An extension beyond December 31, 2015 is contingent upon the extension of the current grant, arrival of additional grant funding needed for future calendar years, or the willingness of member agencies to continue to supply manpower to the Task Force until new grant funding is received.

The parties have caused this Agreement to be executed by authorized individuals as of the effective date set forth above.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Absent Mr. Benton Aye

17

RESOLUTION NO. 15-1539

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE DELAWARE COUNTY SHERIFF AND THE DEPARTMENT OF JOB AND FAMILY SERVICES TO ASSIGN A DEPUTY TO AID JOB AND FAMILY SERVICES:

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

Whereas, The Delaware County Sheriff and Staff recommend the Memorandum Of Understanding between The Delaware County Sheriff and The Department of Job And Family Services to assign a deputy to aid Job And Family Services;

Now, Therefore, Be It Resolved That The Board Of Commissioners Of Delaware County approve The Memorandum Of Understanding between The Delaware County Sheriff and The Department of Job And Family Services to assign a deputy to aid Job And Family Services:

**MEMORANDUM OF UNDERSTANDING
TO ASSIGN A DEPUTY TO JFS**

This Memorandum of Understanding ("MOU") to provide aid to Job and Family Services is entered into this 28th day of December, 2015 by and between the Delaware County, Ohio Sheriff (hereinafter "Sheriff"), whose address is 149 North Sandusky Street, Delaware, Ohio 43015 and Job and Family Services (hereinafter "JFS") whose address is 140 N. Sandusky Street, 2' Floor, Delaware, Ohio 43015 (hereinafter collectively "Parties.")

PURPOSE OF MOU:

The purpose of this MOU is to state the covenants and conditions under which the Sheriff will assign a detective to handle matters for JFS.

TERM:

The initial term of the agreement is for two years from the date this MOU is entered into. If the parties agree to renew this agreement, it can be renewed for successive two-year periods.

SCOPE OF SERVICES / STATEMENT OF WORK TO BE PERFORMED:

The Sheriff agrees to assign a detective to help assist JFS in matters that include, but are not limited to, dependency, abuse, and neglect investigations, delinquency matters, investigations possibly resulting in the prosecution of abusers, and providing security for other JFS employees working off site.

The parties contemplate this being a forty (40) hour-a-week assignment, but the parties agree that the Sheriff may from time to time pull the detective off of this assignment to handle other matters as deemed appropriate by the Sheriff, or that a detective may need to work more than 40 hours in a week on JFS matters at certain times. The

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Sheriff maintains discretion on which detective to assign to JFS, but shall consult the JFS Director prior to assigning a detective.

At all times, the assigned detective shall be considered the employee of the Sheriff, remain subject to all policies and procedures of the Sheriff's Office, and will remain under the supervision of the Sheriff.

PAYMENT FOR SERVICES:

In exchange for the Sheriff assigning a detective to JFS matters, JFS agrees to pay up to fifty percent (50%) of a detective's salary for the hours worked on behalf of JFS.

INVOICES AND SUPPORTING DOCUMENTATION:

Sheriff shall send JFS an invoice quarterly. The invoice shall reflect the number of hours worked during that quarter. The invoiced amount due shall be based on the number of hours worked multiplied by the unit rate (one half the hourly salary of the deputy who worked the hours). The invoices must be submitted within 30 days of the close of the quarter or JFS will be unable to pay it.

For audit purposes, JFS requires supporting documentation be provided with the quarterly invoice. Such documentation shall include a summary of activity with the following information: name of detective performing the work, name of case, date, hours worked, and a description of the work performed.

MAXIMUM AMOUNT OF REIMBURSEMENT:

The parties agree that the maximum amount of reimbursement for the two-year term of this MOU shall be \$69,700, broken out in the following manner:

- The maximum amount of reimbursement for year one of this agreement will not exceed \$34,330.40.
- The maximum amount of reimbursement for year two of this agreement will not exceed \$35,369.60.

TERMINATION:

The Parties may terminate this MOU at any time and for any reason by giving at least thirty (30) days notice, in writing, to the other Party. The Sheriff shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice of termination as the effective date for such termination.

NOTICES:

All notices which may be required by this MOU or by operation of any rule of law shall be sent via certified mail or hand delivered to the following individuals at the following addresses and shall be effective on the date received:

SHERIFF:

Sheriff Russ Martin
Delaware County Sheriff's Office 149
North Sandusky Street Delaware, Ohio
43015

JFS:

David Dombrosky, Director Delaware
County Department of Job and Family
Services
140 North Sandusky Street, 2nd Floor
Delaware, Ohio 43015

HEADINGS:

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

SEVERABILITY:

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

ENTIRE AGREEMENT:

This MOU (and its Attachments and Exhibits) 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 written consent of the Parties.

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AMENDMENT:

The parties agree that this MOU may be amended or revised at any time by the written agreement of both parties.

Vote on Motion Mr. Benton Aye Mr. Merrell Absent Mrs. Lewis Aye

18

RESOLUTION NO. 15-1540

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY SHERIFF AND LEXISNEXIS FOR ACCURINT FOR LAW ENFORCEMENT SOFTWARE SERVICES FOR THE SHERIFF' OFFICE:

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

Whereas, The Delaware County Sheriff and Staff recommend the agreement between The Delaware County Sheriff and Lexisnexis for Accurint for Law Enforcement Software Services for the Sheriff' Office:

Now, Therefore, Be It Resolved That The Board Of Commissioners Of Delaware County Agreement between The Delaware County Sheriff And Lexisnexis for Accurint For Law Enforcement Software Services for the Sheriff' Office:

**SCHEDULE A
Accurint for Law Enforcement
(Transactional)**

Agency (Customer) Name:	<u>Delaware County Sheriff's Office</u>
Billgroup #:	<u>AC CA 033662</u>
LN Account Manager:	<u>Steve P. Hecht</u>

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Law Enforcement services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

1. SCHEDULE A TERM

The term of this Schedule A will be 36 months beginning 12/11/2015 ("Initial Term"), and shall automatically renew for additional periods of twelve (12) months ("Renewal Term"), unless written notice of termination is provided to either party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. ACCURINT FOR LAW ENFORCEMENT FEES

- 2.1 Customer shall pay the prices detailed in the attached price schedule.
- 2.2 Customer shall pay to LN each month the actual transactional charges.

3. ATAC REGIONAL ANALYSIS AND INFORMATION DATA SHARING ("ATACRAIDS") FEES

3.1 In addition to the Fees set forth herein, Customer shall pay to LN each 12-month period ("Year") of the Schedule A Term beginning on the effective date hereof an annual license fee of \$9,700.00 ("ATACRAIDS Annual License Fee") which shall be invoiced in 12 equal monthly installments of \$808.33 per month, in exchange for access to and use of the ATACRAIDS service. The ATACRAIDS Annual License Fee shall include one standard RMS Translation and one standard Offender Data Translation. Customer shall pay to LN a onetime fee of \$7,500.00 per file translated for any additional RMS Translation or Offender Data Translation ("Additional Translation Fees"). For each Year of any Renewal Term, the ATACRAIDS Annual License Fee and Additional Translation Fees will be increased 4.00%.

4. ONE-TIME FEES

Customer elects to order the product options set forth below and will pay to LN the corresponding one-time fees.

Product Options	One Time Fee
ATAC Workstation (2 USER LICENSES)	\$5,700.00

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5. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **11/23/2015**.

6. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain Schedule A in trust and confidence and take reasonable precautions against such disclosure to any third party.

1. Taxes.

Delaware County, Ohio is a political subdivision and tax exempt. LEXIS shall not charge the DCSO any tax and agrees to be responsible for all tax liability that accrues to LEXIS as a result of this Contract and the Services that LEXIS provides to the DCSO pursuant to this Contract. The DCSO shall, upon request, provide LEXIS with proof of exemption.

2. Governing Law.

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

3. Assignment and Subcontracting.

The Parties may not assign or transfer this Contract without the prior written consent of the non-assigning Parties, which approval shall not be unreasonably withheld.

4. Access to Records.

Upon ten (10) days prior written notice, during regular business hours, and as often as the DCSO or other agency authorized by the DCSO may deem necessary, LEXIS shall make available to the DCSO all books, records, documents, papers, subcontracts, invoices, receipts, payrolls, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. The DCSO shall be permitted by the Contractor to inspect and/or audit any and all such documents relating to all matters covered by this Contract. LEXIS acknowledges that Ohio's Public Records laws applies to this agreement. Notwithstanding the foregoing, and unless otherwise required by applicable statute, such materials will not include any work of authorship which was fixed in a tangible or intangible medium of expression by LEXIS prior to the Effective Date, any intellectual property or other proprietary or trade secret information conceived or originated by LEXIS prior to the Effective Date, or any discovery, concept, or idea conceived, created, or acquired by Contractor or its officers, employees, agents and the like prior to the Effective Date. DCSO's right to inspect or audit the Contractor under this section shall be subject to Contractor's security policies and may also be subject to the execution of a separate non-disclosure confidentiality agreement. Such access shall be limited to those records related to the services provided to DCSO under the Contract. No confidential documents shall be allowed to be copied or removed from the Contractor's premises. DCSO does not have the right to access any Contractor confidential information if such access would require the information to become publicly available.

5. Retention of Records.

LEXIS shall 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, 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 such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

6. Campaign Finance - Compliance with RC § 3517.13.

Ohio Revised Code Section 3517.13 1(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. LEXIS 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 DCSO from entering, proceeding with, and/or performing the Contract. Such certification is attached to this Contract as Exhibit A and by this reference made a part of this Contract.

7. Certification for Findings for Recovery.

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By signature of its representative below, LEXIS hereby certifies that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.

8. Worker's Compensation Insurance.

LEXIS shall carry and maintain throughout the life of the Agreement Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. LEXIS shall be responsible for any and all premiums for such policy(ies). At any time throughout the life of the Agreement the DCSO or Board may request proof of such insurance or of LEXIS's exemption from the requirements for such insurance. Proof of such insurance shall be promptly provided upon its request.

9. Independent Contractor.

LEXIS 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.

LEXIS 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.

LEXIS and/or its officers, officials, employees, representatives, agents, and/or volunteers are not entitled to any benefits enjoyed by employees of the DCSO or Delaware County.

10. Independent Contractor Acknowledgement/No Contribution to OPERS.

The DCSO and Delaware County, Ohio (for purposes of this section collectively "County") are public employers as defined in R.C. § 145.01(D). The County has classified LEXIS 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 LEXIS and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Contract. LEXIS 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 LEXIS is an individual or has less than five (5) employees, LEXIS, 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 as Exhibit B and by this reference is incorporated as a part of this Contract. The DCSO shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If LEXIS has five (5) or more employees, LEXIS, by signature of its representative below, hereby certifies such fact in lieu of completing the Form:

N/A LEXIS has more than 5 employees

11. Non-discrimination.

LEXIS certifies and agrees as follows:

LEXIS, all subcontractors, and/or any person acting on behalf of LEXIS or any subcontractor shall comply with any and all applicable federal, state, and/or local laws prohibiting discrimination and providing for equal opportunity.

LEXIS, all subcontractors, and/or any person acting on behalf of LEXIS or any subcontractor shall not in any way or manner discriminate on account of race, color, religion, sex, age, disability, handicap, sexual orientation, gender identity, or military status as defined in R. C. § 4112.01, national origin, or ancestry.

12. Accessibility.

LEXIS certifies and agrees as follows:

LEXIS, all subcontractors, and/or any person acting on behalf of LEXIS or any subcontractor shall make all services/programs provided pursuant to this Contract accessible to the disabled/handicapped.

LEXIS, all subcontractors, and/or any person acting on behalf of LEXIS or any subcontractor shall comply with any and all applicable federal, state, and/or local laws mandating accessibility and 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 84) and all guidelines and interpretations issued pursuant thereto.

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13. Certification Regarding Personal Property Taxes.

By signature of its representative below, LEXIS hereby 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.

14. No Exclusivity.

LEXIS shall not be the exclusive provider of the Services. The DCSO and Board, in their sole discretion, may utilize other contractors to perform/provide the same or similar Services.

15. Drug Free Environment.

LEXIS agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. LEXIS shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

16. Statement Regarding Conflicts of Interest.

The Provider is unaware of and certifies that there are no conflicts of interest, either involving it or its employees, that would prohibit the Provider from entering this Agreement and agrees to immediately notify the Provider when and if it becomes aware of any actual or potential conflict(s) of interest that arise during the term of the Agreement.

17. Force Majeure

The Parties, shall be temporarily excused from performance and shall not be entitled to impose any penalty as a result of any delay in performance caused by reason of war, insurrection, strike, automobile fuel shortage, weather, explosion, act of God, order of Court or other public authority, interruption of payments due under this Contract, or any other cause beyond the reasonable control of the Parties. Such excusal from performance shall continue until such *force majeure* ceases to exist or the Contract is terminated as provided herein.

18. No Competitive Bidding

Consistent with R.C. § 307.86 and the requirements of such statute, this Contract is not required to be competitively bid. The Court does not desire to competitively bid this Contract.

19. Drafting, Counterparts, and Signatures.

This Contract, which includes the LexisNexis Risk Solutions Government Application and Agreement, Non-FCRA Addendum to the LNIMTC, Non-FCRA Permissible Use Certification, and the Schedule A (Accurint for Government Plus), shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary. This Contract may be executed in counterparts. 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.

A copy of schedule "A" is available in the Commissioners' Office and Sheriff's Office until no longer of administrative value).

Vote on Motion Mr. Merrell Absent Mr. Benton Aye Mrs. Lewis Aye

19

RESOLUTION NO. 15-1541

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR NORTH FARMS SECTION 6 &11 AND FOR ENCLAVE AT THE LAKES:

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

Whereas, the construction of new sanitary sewers at the North Farms Section 6 &11 and For Enclave At The Lakes have been completed to meet sewer district requirements; and

Whereas, the sewer district has received the necessary items required by the subdivider's agreement; and

Whereas, the Director of Environmental Services recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

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North Farms Section 6 & 11	2,880' of 8- inch sewer	\$208,102.00
	14 ea.- manholes	\$32,200.00
Enclave At The Lakes	2,345' of 8- inch sewer	\$179,572.90
	15 ea.- manholes	\$42,246.17

Therefore be it resolved, that the Board of Commissioners approve and accept the above sanitary sewers for ownership, operation, and maintenance by the Delaware County Sewer District.

Section 1. The Board hereby approves and accepts the above sanitary sewer improvements for ownership, operation, and maintenance by the Delaware County Sewer District.

Section 2. The Board hereby releases any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed to insure faithful performance for construction of the above sanitary sewer improvements, if applicable.

Section 3. The Board hereby accepts any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed per the requirements of the subdivider's agreement for the five-year maintenance period for the above sanitary sewer improvements.

Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Absent

**20
RESOLUTION NO. 15**

IN THE MATTER OF AUTHORIZING THE CONTINUATION OF ADVANCES FROM GENERAL FUND DOLLARS TO VARIOUS FUNDS FOR THE YEAR 2015:

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

Whereas, in previous years advances from the general fund were made to various funds, and

Whereas, these funds are not able to repay the general fund at this time, it is necessary to carry over the advances into the year 2016.

Whereas, these dollars are expected to be repaid to the general fund in the year 2016.

Therefore be it resolved that the following advances be carried over to the year 2016

28631332	Leap Forward 2014	103,650.00
29440431	S Old State Rd Improvement	4,950,000.00
29440435	Big Walnut Interchange	250,000.00
29440437	Sunbury Road Improvements	60,000.00
40411414	Courts Building	3,000,000.00
50411121	BR Rd Imp US23 Lewis Center Rd	20,543.53
52111140	BR DI Midway Gardens	1,320.21
52211141	BR DI Chadwick	2,525.00

Vote on Motion Mr. Benton Aye Mr. Merrell Absent Mrs. Lewis Aye

**20a
RESOLUTION NO. 15-1543**

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION, SUPPLEMENTAL APPROPRIATION, AND TRANSFER OF FUNDS:

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

Transfer of Appropriation

From	To	
26726323-5001	26726323-5101	866.00
Juvenile Care & Custody	Juvenile Care & Custody Reclaim/Health	
Reclaim/Compensation	Insurance	

Supplemental Appropriation

70161606-5301	Help Me Grow General Revenue/Contracted	(35,000.00)
	Professional Services	

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20315101-5001	Data Center Fund/Compensation	(10,440.00)
20315101-5101	Data Center Fund/Health Insurance	(25,234.00)
20315101-5201	Data Center Fund/General Supplies	(2,298.00)
20315101-5325	Data Center Fund/Maint Contracts & Agreements	(6,803.00)
20315101-5450	Data Center Fund/Capital Equipment	(1,225.00)

Transfer of Funds

From	To	
10011102-5801	41711436-4601	592,722.02
Commissioner General/Miscellaneous Cash Transfer	Capital Acquisition & Project/Interfund Revenue In	

Vote on Motion Mr. Merrell Absent Mrs. Lewis Aye Mr. Benton Aye

**21
ADMINISTRATOR REPORTS
Dawn Huston
-No reports**

**22
COMMISSIONERS' COMMITTEES REPORTS
Commissioner Benton
-The Investment Committee met this morning. Treasurer is doing a great job; planning appropriately for upcoming project. Discussed the rate increases and how it will help the investments we do have.**

RESOLUTION NO. 15-1544

IN THE MATTER OF CANCELING THE COMMISSIONERS' SESSION SCHEDULED FOR THURSDAY DECEMBER 31, 2015:

It was moved by Mr. Benton, seconded by Mrs. Lewis to cancel the Commissioners' session for Thursday December 31, 2015.

Vote on Motion Mr. Benton Aye Mr. Merrell Absent Mrs. Lewis Aye

**COMMISSIONERS' COMMITTEES REPORTS
Commissioner Lewis
-Gave thanks for everyone's help this past year in adjusting to the position of commissioner. Thanks to everyone who works for Delaware County giving it a successful year.
-Gave highlights of 2015 projects and developments.**

There being no further business, the meeting adjourned.

Signatures to follow next page.

Gary Merrell

Barb Lewis

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Jeff Benton

Jennifer Walraven, Clerk to the Commissioners