

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 15, 2007

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

Present: Glenn A. Evans, Kristopher W. Jordan, James D. Ward

2:30 PM Viewing For Consideration Of The O’Brien Ditch #440 Ditch Petition Filed By Richard Dawson And Others

PUBLIC COMMENT

Mr. Charles Smith has a complaint with his case worker, Brenda Noble, with Job and Family Services.

The Director of Job and Family Services, Mona Reilly will try and assist him after session today.

(For a complete record refer to the Official CD minutes).

RESOLUTION NO. 07-1271

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 11, 2007 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held October 11, 2007 as contained in the county’s official electronic recordings of the proceedings.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 07-1272

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1012 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR1012:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1012, memo transfers in batch numbers MTAPR1012 and Purchase Orders and Vouchers as listed below:

| <u>Vendor</u> | <u>Description</u> | <u>Account Number</u> | <u>Amount</u> |
|-----------------------------|------------------------------|-----------------------|---------------|
| PO’s | | | |
| Marchi & Son LLC | Formula 2006 Grant | 23011704-5365 | \$ 12,000.00 |
| Marchi & Son LLC | RLF/ Ramps, Curbs, Sidewalks | 23111709-5365 | \$ 15,300.00 |
| Advanced Protection | Security Fixture | 40111402-5410 | \$ 15,500.00 |
| Delaware Cab | Client Travel | 22511601-5355 | \$ 26,000.00 |
| Delaware Area Transit | Client Travel | 22511607-5355 | \$ 30,000.00 |
| Increases | | | |
| Royal Electric | CFOA | 43111424-5410 | \$ 13,405.67 |
| Royal Electric | CFOA | 43111424-5410 | \$ 25,256.78 |
| ACI | CFOA | 43111424-5410 | \$ 32,679.79 |
| T& J Junior | Day Care | 22411610-5348 | \$ 24,000.00 |
| Hollie Quick | Day Care | 22411610-5348 | \$ 6,000.00 |
| Learning Center | Day Care | 22411610-5348 | \$ 25,000.00 |
| Atrium | Training | 22411601-5348 | \$ 5,000.00 |
| Christians Childrens Home | Residential Treatment | 22511607-5342 | \$ 4,500.00 |
| Bair Foundation | Residential Treatment | 22511607-5342 | \$ 4,000.00 |
| Kiddie Academy | Day Care | 22411610-5348 | \$30,000.00 |
| Vouchers | | | |
| Prudential Group Life Ins. | Sept. 2007 LTD Premiums | 60111901-5370 | \$ 7,556.97 |
| United Methodist Children's | Residential Treatment | 22511607-5342 | \$ 10,794.96 |
| United Methodist Children's | Residential Treatment | 22511608-5342 | \$ 7,881.00 |
| The Village Network | Residential Treatment | 22511607-5342 | \$ 66,499.15 |
| The Village Network | Residential Treatment | 22511608-5342 | \$ 11,090.25 |
| Matthews Kennedy | 2008 Ford F-20 Pick-up | 10011303-5450 | \$ 21,672.15 |
| Quandel | Construction Management CFOA | 43111424-5410 | \$ 28,400.00 |

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 07 -1273

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 15, 2007

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the following:

The Prosecutor’s Office is requesting that Aric Hochstettler attend a Concepts in Records Management Seminar in Columbus, Ohio October 25, 2007, at the cost of \$50.00.

The Code Compliance Department is requesting that Joseph Amato attend an Ohio Building Code Academy in Columbus, Ohio December 3-7, 2007, at no cost.

The Code Compliance Department is requesting that Greg Miller attend a Wood Truss Inspection, Bracing and Plan Review Seminar in Canal Winchester, Ohio October 25, 2007, at the cost of \$65.00.

Juvenile Court is requesting that Christine Murray attend a Juvenile Suicide Prevention Meeting in Columbus, Ohio October 29, 2007, at no cost.

The Administrative Services Department is requesting that Gina Fasone attend a Generations and Diversity Workshop in Columbus, Ohio October 18, 2007, at no cost.

The Administrative Services Department is requesting that Chris Shaw attend a Concepts in Records Management Seminar in Columbus, Ohio October 25, 2007, at the cost of \$69.00.

The Commissioners’ Office is requesting that James Ward attend a Top Gun Construction Claims Seminar in Dublin, Ohio November 7, 2007, at the cost of \$329.00

Vote on Motion Mr. Ward Abstain Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 07-1274

IN THE MATTER OF APPROVING PLATS FOR GREYLAND ESTATES SECTION 1, PHASE A;
HOWARD-HENSCHEN SUBDIVISION AND SHEFFIELD PARK SECTION 3, PHASE A:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the following:

Greyland Estates Section 1, Phase A

Situated In The State Of Ohio, County Of Delaware, Township Of Trenton, Being A Part Of Farm Lots 22 And 27 In Section 4, Township 4, Range 16, United States Military Lands, And Being Part Of The Property Conveyed To 605 Investments Llc. By Official Record 702 Page 586 Of The Delaware County Recorder’s Office. Cost \$72.00.

Howard-Henschen Subdivision

Situated In The State Of Ohio, County Of Delaware, Township Of Berkshire And Farm Lot 3 And Farm Lot 4, Quarter Township 1, Township 4, Range 17 Of The United States Military District, Containing A Total Of 52.848 Acres By Survey, More Or Less, And Being 4. 784 Acres In Said Farm Lot 3 And 48.064 Acres In Said Farm Lot 4, And Being All Of The Record 52. 864 Acre Tract Conveyed To James L. Henschen And Mary G. Nowak In Official Record 53, Page 300, All Record References Herein Cited Being To The Records Of The Delaware County Recorder’s Office, Delaware, Ohio. Cost \$6.00.

Sheffield Park Section 3, Phase A

Situated In The State Of Ohio County Of Delaware, Township Of Genoa, Farm Lot 4 (36.006 Acres) And Farm Lot 14 (7.689 Acres), Quarter Township 2, Township 3, Range 17, United States Military Lands, Containing 43.695 Acres Of Land, More Or Less, Said 43.695 Acres Being Part Of Those Tracts Of Land Conveyed To Virginia Homes, Ltd By Deed Of Record In Official Record 169, Page 2632, (37.644 Acres) And To Centex Homes, By Deed Of Record In Official Record 495, Page 1509 (6.051 Acres), All Being Of Record In The Recorder’s Office, Delaware County, Ohio. No Cost.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 07-1275

IN THE MATTER OF APPROVING PROJECT AGREEMENT FOR NELSON FARMS SECTION 1, PHASES A-C:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the following agreement:

Nelson Farms Section 1, Phases A-C

**COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 15, 2007**

**PROJECT AGREEMENT
PROJECT NUMBER: 07069**

THIS AGREEMENT, executed on this 15th day of October 2007 between **NELSON FARMS ASSOCIATES, LLC**, hereinafter called "**OWNER**" and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO (COUNTY COMMISSIONERS)**, for the project described as **NELSON FARMS SECTION 1, PHASES A-C**, further identified as Project Number **07069**, 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. Then the **OWNER** shall execute approved financial warranties acceptable to the **COUNTY COMMISSIONERS**, forms of which are attached to this **AGREEMENT** as **Exhibit "B"**, equal to 20% of the cost of construction as shown in **Exhibit "A"** attached hereto.

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 **FORTY-TWO THOUSAND DOLLARS (\$42,000)** estimated to be necessary to pay the cost of inspection 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 the completion of construction, the **OWNER** shall be responsible for the maintenance, repair or reconstruction 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.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, furnish 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 of 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

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 15, 2007

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 privileges to make the improvements stipulated herein.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 07-1276

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR LIBERTY VILLAGE:

It was moved by Mr. Jordan, seconded by Mr. Ward to release bonds and letters of credit and accept roads within the following:

Liberty Village

The roadways to be accepted are as follows:

- An addition of 0.38 mile to **Township Road Number 1542, Hunters Bend**
- **Wolf Path Drive**, to be known as **Township Road Number 1555**
- **Fox Path Court**, to be known as **Township Road Number 1556**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

Request approval to return the Letter of Credit being held as maintenance surety to the developer, Mid-States Development.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 07-1277

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR LIBERTY VILLAGE:

It was moved by Mr. Ward, seconded by Mr. Jordan to establish stop conditions for the following:

Stop Conditions – Liberty Village

- On Township Road Number 1542, Hunters Bend, at its intersection with Township Road Number 125, Steitz Road
- On Township Road Number 1555, Wolf Path Drive, at its intersection with Township Road Number 1542, Hunters Bend
- On Township Road Number 1556, Fox Path Court, at its intersection with Township Road Number 1542, Hunters Bend

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 07-1278

IN THE MATTER OF ACCEPTING PERFORMANCE CONSTRUCTION BONDS FOR GREYLAND ESTATES SECTION 1, PHASE A:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the following:

Greyland Estates Section 1, Phase A

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. They are now at a point where they would like to file the plat. The Engineer has, therefore, estimated the remaining construction costs to be **\$134,000**, and a Letter of Credit in that amount is available to cover the bonding of this project.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 07 -1279

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 15, 2007

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

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the following work permits:

| Permit # | Applicant | Location | Type of Work |
|----------|----------------------|------------------------|-------------------|
| U07134 | Columbia Gas of Ohio | Nelson Farms Section 1 | Install gas mains |
| U07135 | Verizon | Clark Shaw Road | Bore road |
| U07136 | AT&T | Jewett Road | Bore road |
| U07140 | Columbia Gas of Ohio | Owenfield Drive | Install gas main |

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 07-1280

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND STARR COMMONWEALTH FOR CHILD PLACEMENT SERVICES:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the following Contract:

| Child Placement Service | Per diem cost and per diem reimbursement for the following categories |
|--------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Starr Commonwealth 301 Obetz Road Columbus, Ohio 43207 | 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 contact is available in the Commissioners’ Office until no longer of Administrative Value).

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 07-1281

IN THE MATTER OF AMENDING THE CHILD CARE SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDER SAMANTHA ORTIZ AND KIDDIE ACADEMY:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the following:

Samantha Ortiz

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 2

This amendment, effective October 2, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Samantha Ortiz entered into on the 1st day of January, 2007.

- I. Change address to 87 Village gate Blvd.

Kiddie Academy

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 4

This amendment, effective October 9, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kiddie Academy entered into on the 27th day of July, 2006.

Article 4. Cost and Delivery of Purchased Services:

Payment Rates:

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 15, 2007

Changes amo unt reimbursable from \$50,000 to \$110,000

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 07-1282

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDER LEE KITTS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the following:

BASIC RATES

Full-time Week for Licensed Center and Type A Providers: 25 to 60 hours
Hourly: Paid after 60 hours

Part-time Week for Center and Type A Providers: 8 hours to 24.9 hours
Hourly Paid for .1 hour to 7.9 hours

Full-time Week for Certified Type B Home Providers: 25 hours to 50 hours
Hourly: Paid after 50 hours

Part-time Week for Home Providers: 8 hours to 24.9 hours
Hourly Paid for .1 hour to 7.9 hours

| Child Care Provider | Infants | Toddlers | Preschool | School |
|----------------------|----------------|----------------|----------------|----------------|
| Lee Kitts | \$147.34 Full | \$143.00 Full | \$132.58 Full | \$118.55 Full |
| 149 Deerfield Place | \$108.33 Part | \$110.72 Part | \$112.42 Part | \$ 89.61 Part |
| Delaware, Ohio 43015 | \$ 5.17 Hourly | \$ 4.88 Hourly | \$ 5.77 Hourly | \$ 5.28 Hourly |

(A copy this contact is available in the Commissioners’ Office until no longer of Administrative Value).

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 07-1283

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND DELAWARE CAB CO. FOR CONTRACTED TRANSPORTATION SERVICES:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the following agreement:

2007-2008 PURCHASE OF
TRANSPORTATION SERVICE CONTRACT

This Contract is entered into this 15th day of October, 2007 by and between the Delaware County Department of Job and Family Services (hereinafter, “DCDJFS”), whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, the Delaware County Board of Commissioners (hereinafter, “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Delaware Cab Co., whose address is 9 North Union Street, Delaware, Ohio 43015 (hereinafter, “Provider”)(hereinafter collectively, the “Parties”).

- PURPOSE OF CONTRACT: The purpose of this Contract is to state the covenants and conditions under which the Provider will provide specific transportation services to referred individuals.
- TERM: This Contract will be effective from September 14, 2007, or upon the date the last party signs the Contract, through September 13, 2008 inclusive unless otherwise terminated.
- SCOPE OF SERVICES: Provider is a taxicab company that provides transportation via taxicab. Provider, shall transport DCDJFS clients to and/or from locations as prearranged and specified by DCDJFS (“Transportation Services”). DCDJFS clients receiving such Transportation Services shall be referred to Provider by DCDJFS. Provider shall use its own vehicles to provide such Transportation Services.
- REMUNERATION: In exchange for providing such Transportation Services, DCDJFS shall pay Provider by fixed unit rate. The rate of charge shall be as follows:

**COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 15, 2007**

A. Flat rate of \$4.50 anywhere within the in the city limits of the city of Delaware, Ohio.

B. Rate of \$0.95 per mile for travel beyond the city limits of the city of Delaware, Ohio.

Provider shall within thirty (30) days of the end of each month submit to DCDJFS a proper detailed invoice covering purchased services rendered to eligible individuals. For each service provided that is covered by this Contract, such invoice shall include, but is not limited to, monthly actual expenditures, the names of persons served, number of units, and amount claimed based on the fees negotiated and established in this Contract. .

Before making payment, DCDJFS will review invoices for completeness and all necessary information. Reported expenditures are subject to adjustment by DCDJFS before payment is made in order to adjust for mathematical errors, incorrect rates, or non-covered services.

Reported expenditures are subject to audit by appropriate state or federal officials.

All services will be reimbursed at one hundred percent (100%) of the correct invoice total.

Payment shall be made within thirty (30) days after receipt of a complete and accurate invoice.

DCDJFS shall not be required to pay and the Provider understands and agrees that DCDJFS will not pay any administrative costs or fees or other charges beyond the fees negotiated in this Contract.

5. MAXIMUM AMOUNT OF REMUNERATION UNDER CONTRACT: The total amount of remuneration paid under this Contract shall not exceed One Hundred Fifty Thousand Dollars and No Cents (\$150,000).
6. NATURE OF CONTRACT: Consistent with O.R.C. § 307.86 (D), this purchase is made by a county department of job and family services under O.R.C. § 329.04 and consists of family services duties or workforce development activities.
7. AVAILABILITY OF FUNDS: The Provider understands and agrees that payments for all services provided in accordance with the provisions of this Contract are contingent upon the availability of state, federal, and local funding.
8. DUPLICATE BILLING: Provider warrants that claims made to DCDJFS for payment for purchased services shall be actual services rendered to eligible individuals and will not duplicate claims made by Provider to other sources of funds for the same services. The Provider agrees to pay DCDJFS the full amount of payment received for duplicate billing, erroneous billing, deceptive claim, or falsification.
9. LIMITATIONS ON CHARGES PER PERSON AND MILEAGE: The Provider understands and agrees that it shall not duplicate the charge in the event that more than one rider would be utilizing the vehicle at the same time. The unit rate per mile charge would be applied for distance traveled, calculated from the point of origin or base of the cab company, whichever is less, to the client's destination and return to the cab company or next fare, whichever is shorter.
10. REFERRAL AND MONITORING PROCEDURES:
 - A. DCDJFS Responsibilities:
 - i. Call referral to Provider at least twenty-four (24) hours prior to the time service is needed, except in emergency.
 - ii. Provide a written authorization to the Provider of people needing the Provider's service.
 - iii. Provide information concerning:
 - a. When- time, date,
 - b. Place- pick up and destination,
 - c. Client name and applicable program,
 - d. Which clients should have verification of their attendance at an appointment.
 - iv. Provide both telephone and written notice of any changes in ridership or times.
 - B. Provider (Delaware Cab Company) Responsibilities:
 - i. Provide taxi service:
 - a. On an as-needed basis (in emergencies).
 - b. On a pre-arranged schedule.
 - ii. Provide services within the time lines given.
 - iii. Notify DCDJFS staff of a no-show if occurrence is the second consecutive occurrence.

**COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 15, 2007**

- iv. Consult with appropriate staff on issues concerning times for pick-up and drop-off.
 - v. Keep accurate records of services and send a monthly statement of services provided and charges.
 - vi. Immediately notify the supervisor or the director of any accident or incident, no matter how minor, that involves a client covered by this contract. DCDJFS will give Provider a list of contact numbers to use should such notification be required.
11. GENERAL CONDITIONS: Changes in schedule shall be provided with as much advance notice as possible. Pick up may be canceled with a one-half day notice. Drivers will provide assistance to rider as agreed to in referral schedule.
 12. INDEPENDENT CONTRACTORS: The Provider understands and agrees that the Provider shall act as and provide such services for the Board, DCDJFS and Delaware County, Ohio as an independent contractor and, as such, is not an employee of the Board, DCDJFS, Delaware County, Ohio, or the Ohio Department of Job and Family Services. As an independent contractor, the Provider understands and agrees that it is not entitled to any of the benefits of employment with the Board, DCDJFS, Delaware County, Ohio, or the Ohio Department of Jobs and Family Services. The Provider also understands and agrees that as an independent contractor the Provider is responsible for complying with all federal, state, and local laws, including, but not limited to, reporting of income for federal, state, and local income tax purposes; reporting and paying self employment taxes; reporting and paying for workers compensation; establishing a retirement plan, if desired; and/or purchasing hospitalization and other insurance coverage, if desired.
 13. LICENSES: Provider certifies that at all times throughout the life of this Contract that all drivers providing Transportation Services pursuant to this Contract have a valid, current, and appropriate Ohio operators (drivers) license. Provider also certifies that it holds all approvals, licenses, and/or other qualifications necessary in and for the performance of the services provided pursuant to this Contract and to conduct business in Ohio. Provider further certifies that such approvals, licenses, and/or other qualifications are current and valid and shall remain as such throughout the life of this Contract.
 14. FINANCIAL RECORDS: The Provider shall maintain independent books, records, 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 reports shall be subject to and made available at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
 15. AVAILABILITY AND RETENTION OF RECORDS: Provider understands and agrees that it shall maintain and preserve in its possession for a period of six (6) years from the date of the termination of this Contract and/or the submission of DCDJFS's final expenditure report, whichever is later, all financial records related to this Contract, including, but not limited to, any and all documentation used by the Provider in the administration of the program and delivery of services. Likewise, the Provider understands and agrees that it shall assure the maintenance and preservation of such records and documentation in the possession of any third party performing work related to this Contract for a like period of time, unless otherwise directed by the DCDJFS.
- If any litigation, action, claim, negotiation, audit, or other action involving this Contract has been initiated, filed, or started before the expiration of the six (6) year period, the Provider understands and agrees that it shall maintain and preserve all records and documents related to the performance of this Contract and shall assure that any such records or documents in the possession of a third party are maintained and preserved until the final completion of the litigation, action, claim, negotiation, audit, or other action and all issues which arise or are connected to such are resolved or until the end of the six (6) year period, whichever is later.
16. RESPONSIBILITY FOR AUDIT EXCEPTIONS: Provider understands and agrees to accept responsibility for receiving, replying to, paying for, and/or complying with any audit exception by appropriate local, state, or federal audit directly related to the provision of services under this Contract.
 17. SAFEGUARDING OF CLIENT: Provider understands and agrees that any and all information the Provider receives from DCDJFS or by other means concerning individuals eligible for services under this Contract and/or information concerning any clients of DCDJFS, no matter the nature, is strictly confidential. The Provider further understands and agrees that any disbursement, use or disclosure of such information is prohibited, except upon the written consent of the eligible individual or his responsible parent or guardian, and may result in the termination of this Contract.
 18. CIVIL RIGHTS: DCDJFS and Provider agree that as a condition of this contract there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the 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 or provider found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the

**COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 15, 2007**

Department of Health and Human Services and termination of this Contract.

19. INDEMNITY:

- A. To the fullest extent of the law, the Provider agrees to indemnify and hold the Board, DCDJFS, Delaware County and their respective board members, officers, employees, volunteers, agents, servants and representatives free and harmless from any and all actions, claims, suits, demands, judgments, damages, losses and expenses, regardless of type or nature, actual or threatened, including but not limited to promptly retaining defense counsel to represent the Board, DCDJFS, Delaware County and their respective board members, officers, employees, volunteers, agents, servants and representatives, defending and protecting the same, and paying any and all attorney's fees, costs, and expenses, arising from any accident, injury, including death, damages, or occurrence, intentional or unintentional, related in any manner to the Provider's performance of this Contract. The Provider further agrees that it shall undertake to defend, at its own expense, any and all actions, claims, suits, or demands brought against the Board, DCDJFS, Delaware County and their respective board members, officers, employees, volunteers, agents, servants and representatives by reason of or result of the Provider's performance under this Contract, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.
- B. The Provider shall assume full responsibility for and shall indemnify the Board, DCDJFS, and Delaware County for any damage to or loss of any Board, DCDJFS, and/or Delaware County property, including but not limited to buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts resulting in whole or part from any acts or omissions, intentional or unintentional, of the Provider or any officer, employee, agent or representative of the Provider.

20. INSURANCE:

The Provider shall carry and maintain throughout the life of the Contract such bodily injury and property damage liability insurance as will protect it and the Board, DCDJFS, Delaware County and their respective board members, officers, employees, agents, representatives, servants, and volunteers against any and all claims for personal injury, including death, or property damage, which may arise from the performance of or operations under this Contract or from use of vehicles in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this Contract, the Provider shall present to DCDJFS current certificates of insurance, and shall maintain such insurance during the term of this Contract. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed.
- b. Commercial General Liability insurance for a minimum of one million dollars (\$1,000,000.00) per occurrence with an annual aggregate of at least two million dollars (\$2,000,000.00), including coverage for subcontractors, if any are used, covering any and all work performed under this contract.
- c. Umbrella or Excess Liability insurance (over and above Commercial General Liability) with a limit of at least two million dollars (\$2,000,000.00.)
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work required under this Contract and for the Board, DCDJFS, and/or Delaware County, or its various departments, with limits of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars (\$100,000.00) per accident for property damage or more as may be required for particular vehicles or particular uses of vehicles as required by applicable law.

The Board, DCDJFS, and Delaware County must be named as "Additional Insured" on the policies listed in paragraphs (b), (c), and (d) above.

The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio.

The insurer shall provide thirty (30) days written notice to the DCDJFS before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.

**COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 15, 2007**

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

21. **TERMINATION:**

A. **Termination for the Convenience:**

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

D. **LOSS OF FUNDING:**

It is understood by Provider that availability of funds for this Contract and thus this Contract is contingent on appropriations made by the County, State and/or Federal government. In the event that the State and/or Federal reimbursement is no longer available to DCDJFS, the Provider understands that changes and/or termination of this Contract will be required and necessary. Such changes and/or termination will be effective on the date that the County, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated by DCDJFS.

Provider shall indemnify and hold harmless the Board, DCDJFS, and Delaware County for any and all claims, demands, judgments, liability, damages, injuries, and/or suits resulting from or related to changes and/or termination of this Contract due to loss of County, State and/or Federal funds.

22. **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 in part funded under Title XIX through federal and state reimbursement.

23. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The Provider 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 84) 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 DCDJFS of Health and Human Services and termination of this Contract.

24. **AMENDMENT OF CONTRACT:** This Contract may be amended at anytime by a written amendment signed by the Parties.

25. **RESOLUTION OF DISAGREEMENT:** DCDJFS and the Provider agree to the following hierarchy in resolving disagreements related to this contract:

Level I: Supervisor/Cab Company Operator
Level II: DCDJFS Director/Cab Company Operator

26. **DMA FORM STATEMENT:** Provider certifies that it does not provide material assistance to any

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 15, 2007

- organization on the United States Department of State Terrorist Exclusion List. Pursuant to R.C. § 2909.33, Provider agrees make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Contract is contingent upon full completion of such certificate and “No” being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Contract and by this reference made a part of this Contract.
27. CAMPAIGN FINANCE – COMPLIANCE WITH ORC § 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.
28. 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.
29. NOTICES: All notices which may be required by this Contract or by operation of any rule of law shall be sent via certified mail to the following individuals at the following addresses and shall be effective on the date received:
- | | |
|----------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| Provider: | DCDJFS: |
| Delaware Cab Co. 9 North Union Street Delaware, Ohio 43015 | Delaware County Department of Job and Family Services 140 N. Sandusky Street Delaware, Ohio 43015 |
30. FINDINGS FOR RECOVERY: Provider certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
31. 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 to be complied with.
32. 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.
33. ENTIRE AGREEMENT: This Contract (and its Attachments) shall constitute the entire understanding and agreement between the DCDJFS and the Provider, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 07-1284

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY
COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND
MIND LEGACY FOR SUPPORT OF THE PARENTING AND MIDDLE SCHOOLER CLASSES:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the following agreement:

PURCHASE OF SERVICE CONTRACT
BETWEEN THE DELAWARE COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES

**COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 15, 2007**

AND
MIND LEGACY

This Contract is entered into this 1st day of October, 2007 by and between the Delaware County Department of Job and Family Services (hereinafter, "DCDJFS"), whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, the Delaware County Board of Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and Mind Legacy, whose address is 172 Seatrain Drive, Delaware, Ohio 43015(hereinafter, "MIND LEGACY")(hereinafter collectively, the "Parties").

1. **PURPOSE OF CONTRACT:** The purpose of this Contract is to outline the Programmatic and Fiscal relationships between the DCDJFS and MIND LEGACY for support of the Parenting and Middle Schooler classes, rent of facilities, materials, snacks, and childcare.
 2. **SCOPE OF SERVICES:** Parenting classes to include 12 weeks in 2-hour sessions focused on raising preadolescent children. Children also receive instruction in communication skills, decision making and problem solving.
 3. **TERM:** This Contract will be effective from October 1, 2007 through June 30, 2008 inclusive, unless otherwise terminated.
 4. **REMUNERATION:** Subject to the terms and conditions set forth in this Contract, the DCDJFS agrees to reimburse MIND LEGACY for actual costs for classes, rent of facilities, materials, snacks, and childcare. Said reimbursement shall not exceed Twenty Thousand Dollars and o/100 (\$20,000.00).
 5. **INDEPENDENT CONTRACTORS:** MIND LEGACY shall act in performance of this Contract as an Independent Contractor. As an independent contractor MIND LEGACY and/or its officers, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of DCDJFS, the Board or Delaware County.
 6. **INFORMATION REQUIREMENTS:** MIND LEGACY will provide information necessary to meet the specific fiscal and program requirements contained in the contract. This would include a quarterly and year end report of services provided and outcomes achieved.
 7. **SERVICE DELIVERY RECORDS:** MIND LEGACY 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.
 8. **LIMITATION OF SOURCE OF FUNDS:** Provider 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.
 9. **DUPLICATE BILLING/OVERPAYMENT:** MIND LEGACY 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 provider to other sources of funds for the same service. In the case of overpayments, MIND LEGACY agrees to repay the DCDJFS the amount entitled.
 10. **FINANCIAL RECORDS:** MIND LEGACY 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.
 11. **AVAILABILITY AND RETENTION OF RECORDS:** MIND LEGACY 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 records in the possession of any third party performing work related to this Contract for a like period of time, 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, MIND LEGACY 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.
12. **RESPONSIBILITY FOR INDEPENDENT AUDIT:** MIND LEGACY agrees, if required by the director of DCDJFS on the basis of evidence of misuse or improper accounting of funds or based upon 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 MIND LEGACY.

**COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 15, 2007**

13. **RESPONSIBILITY OF AUDIT EXCEPTIONS:** MIND LEGACY 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 12 related to the provisions of services under this Contract.

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

14. **SAFEGUARDING OF CLIENT:** MIND LEGACY 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 MIND LEGACY responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.
15. **LICENSES:** MIND LEGACY certifies that all approvals, licenses, or other qualifications necessary in and for the performance of this Contract and to conduct business in Ohio have been obtained and are current.
16. **CIVIL RIGHTS:** DCDJFS and MIND LEGACY 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, sexual orientation, 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.
17. **ACCESSIBILITY OF PROGRAMS TO HANDICAPPED:** MIND LEGACY 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.
18. **FAIR HEARING:** DCDJFS is responsible for fulfilling responsibilities relative to It Takes Two participants appeal and state hearings in accordance with State Regulations. MIND LEGACY and its Providers, agents, etc. shall be under the direction of the DCDJFS and shall assist in the informational gathering and support process related to the state hearing process.
19. **DRUG-FREE WORKPLACE:** MIND LEGACY 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.
20. **PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS:** DCDJFS and MIND LEGACY, agree to each individually be and shall be responsible for their own actions, and/or the actions of their respective officers, employees, agents, representatives, volunteers, and servants, resulting from or related to the performance of this Contract. Therefore, DCDJFS and MIND LEGACY agree to be individually and solely responsible for any and all liability, loss, damage, injury, and/or related expenses that each may incur as a result of their own actions, and/or the actions of their respective officers, employees, agents, representatives, volunteers, and servants in the performance of this Contract.
21. **TERMINATION FOR CONVENIENCE/CAUSE:**

A. Termination for the Convenience:

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

C. 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

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 15, 2007

parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, MIND LEGACY shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

D. 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.

22. **LOSS OF FUNDING:** It is understood by MIND LEGACY that availability of funds for this Contract and thus this Contract is contingent on appropriations made by the County, State and/or Federal government. In the event that the State and/or Federal reimbursement is no longer available to DCDJFS, MIND LEGACY understands that changes and/or termination of this Agreement will be required and necessary. Such changes and/or termination will be effective on the date that the State and/or Federal reimbursement is no longer available, or later as otherwise stipulated by the Department.
- MIND LEGACY will indemnify and hold harmless the County and the Department for any and all claims, demands, judgments, liability, damages, injuries, and/or suits resulting from or related to changes and/or termination of this Contract due to loss of County, State and/or Federal funds.
23. **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.
24. **FINDINGS FOR RECOVERY:** MIND LEGACY certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
25. **DMA FORM STATEMENT:** MIND LEGACY certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, MIND LEGACY agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Contract is contingent upon full completion of such certificate and “No” being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Contract and by this reference made a part of this Contract.
26. **CAMPAIGN FINANCE – COMPLIANCE WITH ORC § 3517.13:** Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.
27. **NOTICES:** All notices which may be required by this Contract or by operation of any rule of law shall be sent via certified mail to the following individuals at the following addresses and shall be effective on the date received :

MIND LEGACY:

Janice Morabeto
172 Seatrain Drive
Delaware, Ohio 43015

DCDJFS:

Mona Reilly
Director
DCDJFS
140 North Sandusky Street, 2nd Floor
Delaware, Ohio 43015

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 15, 2007

28. **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.
29. **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 to be complied with.
30. **ENTIRE AGREEMENT:** This Contract (and its Attachments) shall constitute the entire understanding and agreement between DCDJFS and the MIND LEGACY, 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.
31. **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.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 07-1285

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the following:

Ending Brain Galligher's temporarily assignment as interim Director of the 9-1-1 Center and Communications; resume normal pay starting for the pay period 0701022.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 07-1286

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the following:

Transfer of Appropriation

| From | To | |
|-----------------------------|-------------------------|--------------|
| 10031303-5342 | 10031301-5370 | |
| Sheriff Jail/Health Related | Sheriff Deputies/Claims | \$ 43,750.00 |
| 21411306-5325 | 21411306-5260 | |
| 911/Maintenance Contracts | 911/Inventoried Tools | \$ 71,000.00 |
| 21411306-5450 | 21411306-5260 | |
| 911/Machinery & Equip | 911/Inventoried Tools | \$ 67,000.00 |

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

DALE WILGUS, TREASURER, INVESTMENT COMMITTEE MEETING

RESOLUTION NO. 07-1287

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn into Executive Session at 9:40AM.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 07-1288

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 15, 2007

It was moved by Mr. Ward, seconded by Mr. Jordan to adjourn out of Executive Session at 9:50AM.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners