

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 22, 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

PUBLIC COMMENT

RESOLUTION NO. 07-1299

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 18, 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 18, 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. 07-1300

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 10-19:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR 10-19 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
<b>PO's</b>			
Indoor Wireless Inc.	Installation of Bi-Directional	21411306-5333	\$ 8,091.00
Henry P. Thompson Co.	Muffin Monster/Alum Creek Pump	66690402-5450	\$ 44,000.00
Communications Inc.	Radio Accessories Inc.	21411306-5250	\$ 15,450.00
Motorola Inc.	Purchase of Additional 800 MHZ	21411306-5260	\$ 113,834.00
Whelen Engineering Co.	Lights for New F250	10011303-5450	\$ 5,186.40
<b>Decrease</b>			
Buckeye Valley SACC	Child Care	22411610-5348	\$ 4,000.00
Buckeye Valley SACC	Child Care	22411610-5348	\$ 35,000.00
State of OHIO BCMH	Crippled Children	10011102-5319	\$ 20,000.00
<b>Increases</b>			
Delaware Cab	Transportation	22511607-5355	\$ 2,000.00
Kindercare Neverland	Child Care	22511607-5348	\$ 1,000.00
Samantha Carter	Child Care	22411610-5348	\$ 4,000.00
Kindercare Neverland	Child Care	22411610-5348	\$ 14,000.00
Ben Bro	Lease	10011105-5335	\$ 44,306.33
Wadad		10011105-5335	\$ 9,383.36
Pitney Bowes	Mailing	10011105-5331	\$ 20,000.00
Trident	Security	10011102-5360	\$ 19,000.00
<b>Vouchers</b>			
OHIO CAT	Preventive Maintenance	66290302-5328	\$ 7,810.60
Flowline	Clean out Digester Tanks at OECC	66290302-5328	\$ 5,470.00
BP Products N. America Inc.	Gasoline/Service Center/Bulk Plant	10011106-522822801	\$ 17,790.11
AEP	Service/101, 140, 88 N. Sandusky	10011105-533833802	\$ 15,086.28
Learning Center of Sunbury	Day Care	22411610-5348	\$ 9,010.64
Corna Kokosing	Casework/CFOA	43111424-5410	\$ 43,811.60
Oberlanders Landscape	Landscaping/CFOA	43111424-5410	\$ 30,468.56
Fox Mechanical/CFOA	Plumbing/CFOA	43111424-5410	\$ 17,716.44
Royal Electric	Electric/CFOA	43111424-5410	\$ 31,196.86
Great Lakes Hotel supply	Food Equipment/CFOA	43111424-5410	\$ 285,838.20
ACI	General Trades/CFOA	43111424-5410	\$ 162,754.97
ACI	Site Work/CFOA	43111424-5410	\$ 11,859.52
OSU Ext. Office	4th Quarter Appropriation	10011102-5601	\$ 68,750.00
Hills Blacktop	Paving & Seal Coating 23 N.	40111402-5410	\$ 10,670.00
Polydyne Inc.	Polymer/Alum Creek	66290402-5290	\$ 8,924.00
Yarnor Inc.	Calcium Nitrate	66290409-5290	\$ 7,937.61
BP Products, N. America	Gasoline/Bulk Plant/Walker Woods	10011106-522822801	\$ 7,352.14
Trident	Ct. House, Juv. Ct.& Hayes Security	10011102-5360	\$ 5,973.50
Treasurer	Various Payment Contractors/CFOA	43111424-5410	\$ 37,432.83

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

RESOLUTION NO. 07 - 1301

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Child Support Enforcement Agency is requesting that Kelly Mills and Adeana Gray attend an OCDA Conference in Columbus, Ohio November 16, 2007, at the cost of \$12.00.

The Engineer’s Office is requesting that Ryan Mraz attend a Principles of Real Estate Negotiation Seminar in Indianapolis, Indian November 4-6, 2007, at the cost of \$1,255.00.

The Engineer’s Office is requesting that Jack Jennings attend a computer aided drafting class and a Geographical information system class in Columbus, Ohio September 28 thru December 8, 2007, at the cost of \$828.44.

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

The Child Support Enforcement Agency is requesting that Wendy Shannon, Matt Smith and Betsey Hart attend a Hearing Officers Training in Lancaster, Ohio November 16, 2007, at the cost of \$130.00.

The Administrative Services Department is requesting that Dawn Huston and Lisa Iannotta attend an Ohio Public Employees Labor Relations Associations Training in Columbus, Ohio November 1, 2007, at the cost of \$310.00.

The Court of Common Pleas (Adult Court Services) is requesting that Mark Taglione attend a sex offender Training in Columbus, Ohio October 25-26, 2007, at the cost of \$225.00.

The Treasurer’s Office is requesting that Dale Wilgus attend the Fall Treasurers Conference in Dublin, Ohio November 13-15, 2007, at the cost of \$48.00.

The Auditor’s Office is requesting that Todd Hanks and Mark Potts attend the CAAO Winter Conference in Dublin, Ohio November 14-16, 2007, a the cost of \$430.00.

Juvenile Court is requesting that Pattty Cram attend a Women’s Fund of Central Ohio Meeting in Columbus, Ohio November 8, 2007, at the cost of \$28.00.

Juvenile Court is requesting that Faith Walzak, Pat Martin and Kim Algoe attend a Bridges out of Poverty Training in Delaware, Ohio November 13-14, 2007, at the cost of \$75.00.

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

RESOLUTION NO. 07-1302

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENT FOR PEACHBLOW ROAD  
WIDENING FROM PLAN STATION 17+60 +/- TO THE EAST END OF THE IMPROVEMENT:

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

Peachblow Road Widening From Plan Station 17+60 +/- To The East End Of The Improvement

SUBDIVIDER’S AGREEMENT

THIS AGREEMENT made and entered into this 22<sup>nd</sup> day of October 2007 by and between the COUNTY OF DELAWARE (acting by and through its BOARD OF COUNTY COMMISSIONERS), hereinafter called the COUNTY, and GRACE POINT COMMUNITY CHURCH, hereinafter called the SUBDIVIDER, as evidenced by the Engineering and Construction Plan entitled “PEACHBLOW ROAD WIDENING FROM PLAN STATION 17+60 +/- TO THE EAST END OF THE IMPROVEMENT ” which was approved by the County Engineer, hereinafter called the PLAN, is governed by the following considerations, to wit:

1. The SUBDIVIDER is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the PLAN, which is a part of this AGREEMENT.

2. The SUBDIVIDER shall pay the entire cost and expenses of their portion of said improvements.

3. The SUBDIVIDER is to provide an irrevocable letter of credit or other approved financial warranties in the amount of FORTY-FOUR THOUSAND THREE HUNDRED SIXTY-TWO DOLLARS AND EIGHTY CENTS payable to the BOARD OF COUNTY COMMISSIONERS to insure the faithful performance of this AGREEMENT and the completion of all of the said improvements in accordance with the

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current “Delaware County Engineering and Surveying Standards for Subdivision Development” and the current “Subdivision Regulations of Delaware County, Ohio”.

4. The SUBDIVIDER shall deposit THREE THOUSAND THREE HUNDRED FIFTY DOLLARS estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. When the fund has been depleted to thirty percent (30%) of the original amount deposited, the SUBDIVIDER shall replenish the account, upon notice by the Delaware County Engineer. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the SUBDIVIDER.

5. The SUBDIVIDER is to complete all construction to the satisfaction of the COUNTY as evidenced by an approval letter from the Delaware County Engineer.

6. The SUBDIVIDER shall hold the COUNTY free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.

7. The SUBDIVIDER shall perform and complete all said improvements prior to JUNE 1, 2008.

8. The SUBDIVIDER will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the Delaware County Engineer. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the Ohio Department of Transportation “Uniform Traffic Control Devices” and “Traffic Control for Construction and Maintenance”.

9. The SUBDIVIDER further agrees that any violation of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the Delaware County Engineer shall have the right to stop work forthwith and use the surety for the completion of the improvement.

10. If the SUBDIVIDER should become unable to carry out the provisions of this AGREEMENT, the SUBDIVIDER’S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this AGREEMENT.

11. Upon approval and acceptance of the improvements, the original copy of the PLAN shall become the property of the COUNTY and shall be filed in the office of the Delaware County Engineer.

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

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

RESOLUTION NO. 07 - 1303

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

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

Permit #	Applicant	Location	Type of Work
U07137	At&T	Tussic Street Road	Bore and Trench cable
U07142	Southeastern Natural Gas	Home Road	Install Gas line

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

RESOLUTION NO. 07- 1304

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE WITH ICS HOLDINGS INC. FOR THE LEWIS CENTER/OLD STATE ROAD IMPROVEMENTS PROJECT:

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

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY

This Contract is entered into this day of 22nd day of October, 2007 by and between ICS Holdings, Inc., an Ohio Corporation, (hereinafter, "Seller") whose address is P.O. Box 102, Powell, Delaware County, Ohio 43065 and the Delaware County Board of County Commissioners (hereinafter, "Purchaser"), whose address is 101 North Sandusky Street, Delaware, Delaware County, Ohio 43015 (hereinafter collectively, the "Parties").

1. PURPOSE OF CONTRACT:

The purpose of this Contract is to state the covenants and conditions under which the Seller will sell to the Purchaser and the Purchaser will purchase from the Seller a certain parcel of real estate specifically described herein.

2. SALE:

The Seller agrees to sell and the Purchaser agrees to purchase, with all its appurtenances, hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with

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said land and improvements, the parcel of real estate identified by the Delaware County Engineer as Parcel 17-WD (hereinafter "Property"). Said Property is located in the County of Delaware, State of Ohio and more fully described in 'Exhibit A' attached hereto and by this reference made a part hereof.

**3. ASSURANCES/DUTIES OF THE SELLER:**

The Seller hereby agrees to relinquish and release to the Purchaser, its successors, heirs, and assigns all right, title, interest and expectancy of dower in the Property.

The Seller warrants the Property is free and clear from all liens and encumbrances whatsoever, except:

- A. easements, restrictions, conditions, limitations, reservations, and covenants of record; and,
- B. all legal highways; and,
- C. zoning and building laws, ordinances, rules, and regulations; and,
- D. any and all taxes and assessments not yet due and payable.

The Seller agrees to assist, wherever possible and by any means, to procure, record and deliver to the Purchaser releases and cancellations of all interests in the title to the Property, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying the Property, and all assessment claims against the Property.

**4. PURCHASE PRICE AND METHOD OF PAYMENT:**

In for exchange all right, title, and interest to the Property in accordance with the terms and provisions of this Contract, the Purchaser agrees to pay to the Seller the mutually agreed upon purchase price of the Property. The mutually agreed upon purchase price for the Property is Thirty Thousand Five Hundred Fourteen Dollars and No Cents (\$30,514.00), payable to the Seller. This amount shall constitute the entire compensation to the Seller by the Purchaser for:

- A. all right, title, and interest to the Property in fee simple absolute in accordance with the terms and provisions this Contract; and,
- B. for damages to any and/or all residual or residue lands of the Seller; and,
- C. for the Seller's covenants contained herein; and,
- D. for any supplemental instruments necessary for transfer of title.

Payment in full shall be made by check payable to the order of the Seller.

At the time this Contract is executed by the Seller and before the Seller receives payment of the purchase price, the Seller agrees to fully execute and return to the Purchaser a completed Federal Form W-9.

**5. WARRANTY DEED:**

The Seller agrees, on full payment of the purchase price in the manner specified herein, to make, execute, and deliver to the Purchaser a good, valid, and sufficient warranty deed to the Property, with full release of dower, conveying the Property in fee simple absolute to the Purchaser, its successors, heirs, and assigns.

**6. RECORDING:**

The Purchaser, at its own expense, shall be responsible for recording of documents in relation to the sale and transfer of the Property.

**7. POSSESSION:**

Physical possession of the Property shall be surrendered no later than the date payment is tendered.

**8. TAXES AND ASSESSMENTS:**

It is understood and agreed that the Seller is responsible for all delinquent taxes and assessments, including penalties and interest, and all other real estate taxes and assessments which are a lien on the Property on the closing date.

The current calendar year's taxes assessed on the Property are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is the earlier date.

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The Seller is responsible for all future installments of special assessments levied and assessed against the Property, whether or not these special assessments have been certified to the Delaware County Auditor/Delaware County Treasurer for collection, provided those installments are a lien on the Property at the date of transfer.

The Seller understands and agrees that the Purchaser may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the Seller and any deficiency shall be the responsibility of the Seller.

**9. EXECUTION OF SUPPLEMENTAL DOCUMENTS:**

The Seller agrees, without further compensation, to execute any and all supplemental documents or instruments necessary for the roadway construction, re-construction, improvement, maintenance, and repair and/or any work related, appurtenant thereto, or connected therewith, being performed by the Purchaser, its representatives, agents, and/or contractors on, over, across, and/or above the Property.

**10. RISK OF LOSS:**

Risk of loss or damage to the Property by fire or other casualty between the date of this agreement and closing will be and is assumed by the Seller. The Seller has fire and extended casualty insurance on the Property for its full value, and will pay the premiums on that insurance until closing and transfer of possession. Insurance will be maintained with one or more qualified and rated insurance companies.

The Seller agrees that he will not change the existing character of the land.

In the event any damage, change, alteration or destruction occurs to the Property, resulting from any cause whatsoever, prior to the date possession is surrendered to the Purchaser, the Seller agrees to restore the Property to the condition it was in at the time of the execution of this Contract by the Seller, or to accept the purchase price consideration, hereinabove stated, less the cost of such restoration. In case the Seller refuses to restore it to the condition it was in at the time of the execution of this Contract by the Seller, or to accept the money consideration less the cost of such restoration as hereinabove stated, the Purchaser may, at its option after discovery or notification of such destruction, removal or injury, terminate this Contract by written notice to the Seller.

**11. DEFAULT BY SELLER:**

If the Seller is unable to convey title in accordance with the terms of this Contract, the amount paid on account of the purchase price will, at the option of the Purchaser, be returned to the Purchaser on demand or the Purchaser will have only the right of specific performance. Service of the demand shall be made pursuant to the Notice section of this Contract.

**12. TERMINATION FOR CAUSE:**

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.

**13. DMA FORM STATEMENT:**

The Seller 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, the Seller 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.

**14. FINDINGS FOR RECOVERY:**

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

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15. MISCELLANEOUS:

- A. Prior to acceptance by the Purchaser, the execution of this Agreement by the Seller shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this Contract by the Purchaser within said period, it shall constitute a valid and binding Contract for Sale and Purchase of Real Property.
- B. The Seller agrees that the Purchaser may designate an escrow agent who shall act in behalf of both Parties in connection with the consummation and closing of this Contract which shall be made at a time and place agreed upon between the Parties, but no later than ten days after notification of the Seller by the Purchaser that Purchaser is ready to close.

This contract shall be binding upon the Seller and the Seller's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the Purchaser, its successors, heirs, and assigns.

16. NOTICES:

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

SELLER:

ICS Holdings, Inc  
c/o Mark S. Litton  
1990 Hamrock Drive  
Powell, Ohio 43065

PURCHASER:

Ryan Mraz  
Delaware County Engineer's Office  
50 Channing Street  
Delaware, Ohio 43015

17. 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,

18. AUTHORITY TO SIGN:

The Seller states and agrees that the individual(s) who, on behalf of the Seller, have reviewed this Contract and effectuate this Contract by attaching their signatures below are officers of the Seller and are authorized to and have authority to enter this Contract on behalf of the Seller and by so signing have authority to bind and does bind the Seller to any and all terms of this Contract.

19. 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

20. ENTIRE AGREEMENT:

This Contract (and its Attachments) shall constitute the entire understanding and agreement between the Seller and the Purchaser, 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.

Parcel 17 WD

Situated in the Township of Orange, County of Delaware and State of Ohio, and being part of Farm Lot 4, Section 1, Twp. 3 N, Range 18 W, of the United States Military Lands. Said parcel being part of ICS Holdings, Inc. tract, as recorded in Vol. 02, Pg. 983 of the Official Records of Delaware County and further bounded and described as follows:

Beginning for reference at an iron pin found at the Southwest corner of Lot 2553 of the Willow Springs Annex Subdivision as recorded in Plat Cabinet 1, Slide 768 of the Plat Records of Delaware County and being on the North line of the aforementioned ICS Holdings tract, and being at South Old State Rd. R/W, STA 12+55.16, 40.00 ft, RT, said point being the True Point of Beginning;

Thence, S 13° 13' 58" W, 72.76 ft, to an iron pin set at South Old State Rd. R/W, STA 11+82.40, 40.01 ft, RT;

Thence, S 360 32' 43" E, 54.23 ft, to an iron pin set at Lewis Center Rd. R/W, STA 22+59.53, 50.00 ft, LT;

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Thence, S 85° 48' 29" E, 181.55 ft, to an iron pin found on the East line of the ICS Holdings tract and Southwest corner of Lot 2554 of the aforementioned Willow Springs Annex Subdivision at Lewis Center Rd. R/W, STA 24+41.09, 50.00 ft, LT;

Thence, S 13° 14' 24" W, 50.63 ft, along the East line of the ICS Holdings tract, to the centerline R/W of Lewis Center Rd. at STA 24+33.12;

Thence, N 85° 48' 29" W, 263.99 ft, along the centerline of Lewis Center Rd., to a R/W Monument Box set at R/W, STA 21+69.13 and South Old State Rd. R/W, STA 10+83.79;

Thence, N 13° 06' 37" E, 2.40 ft, along the centerline R/W of South Old State Rd., to a R/W Monument Box set at R/W, STA 10+86.19;

Thence, N 13° 14' 24" E, 162.60 ft, along the centerline R/W of South Old State Rd. to a point at the Northwest corner of the ICS Holdings tract at R/W, STA 12+48.79;

Thence, S 85° 48' 29" E, 40.50 ft, along the North line of the ICS Holdings tract, to the True Point of Beginning.

Containing 0.428 acres of which 0.369 acres at Present R/W Occupied.

Bearings herein are based on assumed Meridian and Origin based on an alignment survey by R.D. Zande & Assoc., Inc.

Subject to all easements, rights of way, legal highways and zoning ordinances of record.

Parcel No. 318-120-01-059-000

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

RESOLUTION NO. 07-1305

IN THE MATTER OF AWARDING THE BID AND APPROVING THE CONTRACT WITH  
SHELLY AND SANDS, INC. FOR THE NORTH OLD STATE ROAD OVER LEATHERWOOD RUN  
BRIDGE REPLACEMENT PROJECT:

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

North Old State Road over Leatherwood Run Bridge Replacement  
Bid Opening of October 16, 2007

As the result of the above referenced bid opening, The Engineer recommends that a bid award be made to Shelly and Sands, Inc., the low bidder for the project. A copy of the bid tabulation is available.

Also available is a copy of the Certification/Affidavit in Compliance with ORC Section 3517.13, a copy of the Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization, along with two copies of the Contract with Shelly and Sands for your approval.

CONTRACT

THIS AGREEMENT is made this 22nd day of October, 2007 by and between **Shelly and Sands, Inc.**, hereinafter called the "Contractor" and the **Delaware County Commissioners**, hereinafter called the "Owner".

Shelly and Sands, Inc.  
1515 Harmon Avenue  
Columbus, Ohio 43216

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project; namely, the "DEL-C.R.10-15.11 North Old State Road over Leatherwood Run Bridge Replacement Project", and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

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The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed **Four Hundred Twenty-Four Thousand Nine Hundred Twenty-Eight Dollars and Fifteen Cents (\$424,928.15)**, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements
- i. This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

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

RESOLUTION NO. 07-1306

**IN THE MATTER OF APPROVING THE AMENDMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE BAIR FOUNDATION FOR CHILD PLACEMENT SERVICES:**

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

**The Bair Foundation**

AMENDMENT TO CONTRACT  
For  
Child Placement and Related Services

AMENDMENT NO. 1

This Amendment, effective October 5, 2007, is to amend the Contract for Child Placement and Related Services between the Delaware County Department of Job and Family Services, a department of the Delaware County Commissioners, and The Bair Foundation, entered into on the first day of July, 2007.

- I. Article IV. Reimbursement for Placement Services: Changes the amount reimbursable under the contract from \$5,000.00 to \$10,000.00.

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

RESOLUTION NO. 07-1307

**IN THE MATTER OF AMENDING THE CHILD CARE SERVICES CONTRACTS BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS YEVETTE BRADLEY; CHRISTINA TUCKER AND KINDERCARE LEARNING CENTER:**

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

**Yevette Bradley**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 3

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 Yevette Bradley entered into on the 1<sup>st</sup> day of January 2007.

Article 4. Cost and Delivery of Purchased Services:



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(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$20,000 to \$25,000.

Christina Tucker

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

This amendment, effective October 4, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Christina Tucker entered into on the 1st day of January 2007.

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$18,000 to \$33,000.

Kindercare Learning Center

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 3

This amendment, effective August 28, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare Learning Center 96 Neverland Dr. entered into on the 1st day of January 2007.

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$350,000.00 to \$375,000.00

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

RESOLUTION NO. 071308

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

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
Mary Lemasters	\$147.34 Full	\$143.00 Full	\$132.58 Full	\$118.55 Full
5230 Hickory Way	\$108.33 Part	\$110.72 Part	\$112.42 Part	\$ 89.61 Part
Lewis Center, Ohio 43035	\$ 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. Evans                      Aye                      Mr. Jordan                      Aye                      Mr. Ward                      Aye

RESOLUTION NO. 07-1309

IN THE MATTER OF APPROVING THE AMENDMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND DELAWARE AREA CAREER CENTER COMMUNITY CAREER RESOURCE CENTER:

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

**Delaware Area Career Center Community Career Resource Center**

AMENDMENT TO DELAWARE AREA CAREER CENTER ABL CONTRACT  
AMENDMENT NO. 2

This amendment, effective September 1, 2007, is to amend the Purchase of Service Contract between the Delaware County Department of Job and Family Services and Delaware Area Career Center Community Career Resource Center entered into on the 1st day of October, 2006.

This agreement shall amend:

- V. **TIME OF PERFORMANCE** Changes ending date for this contract from August 31, 2007 to September 30, 2007

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

**RESOLUTION NO. 07-1310**

**IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE DELAWARE-UNION EDUCATION SERVICE CENTER FOR TANF PARTICIPANTS:**

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

**AGREEMENT**

This Agreement is entered into by and between Delaware County Department of Job and Family Services (hereinafter, “Department”), the Delaware County Board of Commissioners (hereinafter, “County”), and Delaware-Union Education Service Center (hereinafter, “Delaware-Union Education Service Center”)(collectively, the “Parties”).

This Agreement and its Attachments shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of all the Parties.

WHEREAS, the County has accepted state funds and needs to provide services, or contract out for services, and Delaware-Union Education Service Center is willing to provide services, or contract out for services, and Delaware-Union Education Service Center is willing to provide those services at an agreed-upon price, the Parties mutually agree to the following:

ARTICLE I DEFINITIONS, PURPOSE, OBLIGATIONS

A. Definitions

“State” means the State of Ohio, or any agency, department, person or persons authorized to act on its behalf.

“Delaware-Union Education Service Center” means Delaware-Union Education Service Center

“County” means Delaware County Board of Commissioners

“Department” means the Delaware County Department of Job and Family Services (DJFS).

“Parties” means Delaware-Union Education Service Center, County and Department collectively

“Temporary Assistance For Needy Families (TANF) participant” means an individual who is receiving a Prevention and Retention and Contingency (PRC) free lunch or PRC reduced fee lunch.

B. Purpose of Agreement

The purpose of the agreement is to state the covenants and conditions under which Delaware-Union Education Service Center will provide a program in Delaware County for enrolled participants meeting required outcome performance standards.

Delaware-Union Education Service Center assures that TANF standards are met and provides services for TANF-eligible participants.

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C. Obligations of Delaware-Union Education Service Center

Delaware-Union Education Service Center agrees to operate a program, described in detail in Appendix I, in accordance with Federal, State and local laws, ordinances, regulations and/or guidelines and any additions, deletions or amendments thereto.

Delaware-Union Education Service Center shall not perform in any way inconsistent with the terms of this Agreement except as approved, in writing, by the Department. Adjustments in the services to be provided under Appendix I, attached, may not be made without prior approval of the Department.

ARTICLE II STATEMENT OF WORK TO BE PERFORMED/PROPOSAL

Appears in Appendix I.

ARTICLE III COMPENSATION AND METHOD OF PAYMENT/BUDGET

A. Reimbursement

The Parties agree that reimbursement of all costs will be dependent upon Delaware-Union Education Service Center's performance in the delivery of services specified in the statement of work appearing as Appendix I and subject to the approved budget appearing as Appendix II attached. Payment shall be made upon presentation of a proper request for reimbursement by Delaware-Union Education Service Center to the Department. Payment shall be made on a direct cost reimbursement basis (reference Appendix II Budget attached.) The Parties understand that the Department, for purposes of reimbursement, only recognizes those expenses that have actually occurred. Thus, invoices must be submitted as a request for reimbursement of actual cash expenditures.

Delaware-Union Education Service Center shall provide an invoice to the Department, no later than 30 days past the service month. This invoice shall adhere to the guidelines communicated by the Department and shall include names of individuals served, service provided or requested that month, and number of new clients with services rendered.

B. Maximum Compensation

Delaware-Union Education Service Center agrees to accept as full payment for services rendered in a manner satisfactory to the Department, the less of the following: (1) The maximum amount of \$ 61,016.00 or (2) the amount of cash expenditures made by Delaware-Union Education Service Center for purposes of carrying out the services stated herein. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of \$ 61,016.00.

ARTICLE IV ACCESS TO AND RETENTION OF RECORDS

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

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

Prior to the destruction of any records related to performance of this Agreement, regardless of who holds such records, Delaware-Union Education Service Center shall contact the Department in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

ARTICLE V TIME OF PERFORMANCE

This Agreement shall become effective as of September 1, 2007 or upon execution by the Department, whichever is later. The services of Delaware-Union Education Service Center are to commence immediately and all costs allowable under the contract shall be incurred no later than, August 15, 2008.

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**ARTICLE VI BONDING AND INSURANCE**

Delaware-Union Education Service Center shall present current certificates of insurance prior to commencement of this Agreement, and shall maintain during the term of this Agreement, the insurance and bonds specified below:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. (Certificate not required if it's a government agency.)
- b. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, including coverage for subcontractors, if any are used.
- c. Umbrella or Excess Liability insurance (over and above Commercial General Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$300,000 (Combined Single Limit) or, \$100,000 per person and \$300,000 per accident for Bodily Injury and \$100,000 per accident for property damage.
- e. The Board of Delaware County Commissioners must be named as "Additional Insured" on the policies listed in paragraphs b, c, and d above.

**ARTICLE VII INDEPENDENT CONTRACTOR STATUS/INDEMNIFICATION**

A. Delaware-Union Education Service Center understands and agrees that it is an independent contractor.

B. To the fullest extent of the law, Delaware-Union Education Service Center agrees to indemnify and hold the Department and the County and their respective 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 attorney's fees, costs, and expenses, arising from any accident or occurrence, intentional or unintentional, related in any manner to Delaware-Union Education Service Center's performance of this Agreement. Delaware-Union Education Service Center further agrees that it shall undertake to defend, at its own expense, any and all actions, claims, suits, or demands brought against the Department and/or the County and/or their respective officers, employees, volunteers, agents, servants, and/or representatives by reason of or result of Delaware-Union Education Service Center's performance under this Agreement, 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.

C. Delaware-Union Education Service Center agrees to indemnify and hold the Department and the County and their respective 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 attorney's fees, costs, and expenses, arising from any wrongful disclosure of confidential information, intentional or unintentional, or any other such lawsuits or regulatory actions arising from any sharing, intentional or unintentional, of Release of Information forms with any other agency or employer.

D. Delaware-Union Education Service Center shall assume full responsibility for and shall indemnify the Department and the County for any damage to or loss of any Department and/or County property, including but not limited to building, fixtures, furnishings, equipment, supplies, accessories and/or parts resulting in whole or part from any acts or omissions, intentional or unintentional, of Delaware-Union Education Service Center or any employee, agent or representative of Delaware-Union Education Service Center.

**ARTICLE VIII MAINTENANCE OF EFFORT**

It is understood and agreed that the level of services, activities and expenditures by Delaware-Union Education Service Center, in existence prior to the initiation of services hereunder, shall be continued and not be reduced in any way as a result of this Agreement except for reduction unrelated to the provisions or purposes herein stated. Delaware-Union Education Service Center shall certify that any costs incurred pursuant to this Agreement will not be included as a cost of any other federally financed program in either the current or a prior period.

**ARTICLE IX USE OF INFORMATION/CONFIDENTIALITY**

Delaware-Union Education Service Center agrees that, without permission of the Department, it will not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Delaware-Union Education Service Center further agrees to maintain the

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confidentiality of all client related documents and information provided to it by the Department and will not release such information without the express written consent of the client and the Department.

**ARTICLE X ASSURANCES AND CERTIFICATIONS**

Delaware-Union Education Service Center assures and certifies that:

1. Delaware-Union Education Service Center possesses legal authority to enter into this Agreement: a resolution, motion or similar action has been duly adopted or passed as an official act of Delaware-Union Education Service Center's governing body, authorizing the negotiation and execution of this Agreement, including all covenants, understandings and assurances herein contained and directing and authorizing the person identified as the official representative of Delaware-Union Education Service Center to act in connection with this Agreement and to provide such additional information as may be required by the Department.
2. All applicants to this program either staff or enrollees will be informed of their rights and responsibilities at the time of application. No person with responsibility in the operation of a program of the Department will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, sexual orientation, political affiliation, age, belief, or handicaps. Any complaint or discrimination in the operation of such programs shall be handled in a manner compliant with the policies and procedures of the Department.
3. Delaware-Union Education Service Center will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. Appropriate standards for health and safety in work and training situations will be maintained.
5. Delaware-Union Education Service Center shall comply with the provisions of the Delaware County Concealed Carry Policy.
6. All reports, brochures, literature and pamphlets developed through this Agreement will acknowledge the services being offered through Delaware-Union Education Service Center partnership with the Delaware County Job Network.
7. Delaware-Union Education Service Center recognizes its responsibility for and agrees to assume full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by Delaware-Union Education Service Center.
8. Delaware-Union Education Service Center recognizes and accepts its responsibility to maintain easily accessible and auditable financial and programmatic records.
9. Delaware-Union Education Service Center will submit to the Department the most recently completed financial audit of all funding sources used in the project as prepared by a Certified Public Accountant or auditor approved by the State as part of the Single Audit Act.
10. Delaware-Union Education Service Center will submit reports showing progress towards achieving the outcomes which are specified in Appendix I, attached. It will also submit, on a timely basis, any other reports required by the State or Department.
11. All services delivered under this contract will be provided in accordance with the Department's Prevention and Retention and Contingency Policy.
12. Delaware-Union Education Service Center will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. Delaware-Union Education Service Center will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin in accordance with this section and federal law.
13. Delaware-Union Education Service Center will, in all solicitation or advertisements for employees placed by or on behalf of Delaware-Union Education Service Center, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin, in accordance with this section and federal law.

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14. In the hiring of employees for the performance of work under the Agreement or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Ohio Revised Code, national origin, sexual orientation, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and able to perform the work to which the contract relates.
15. No contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Ohio Revised Code, national origin, sexual orientation, or ancestry.
16. Delaware-Union Education Service Center will comply with all provisions of the Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor and State.
17. Delaware-Union Education Service Center agrees that it will perform the duties under this contract in compliance with section 104 of the Personal Responsibility and Work Opportunities Reconciliation Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under this agreement will be used to promote the religious character and activities of Delaware-Union Education Service Center. If any participant objects to the religious character of the organization, Delaware-Union Education Service Center will immediately refer the individual to the Department for an alternative provider.
18. Neither Delaware-Union Education Service Center nor any other units planned for participation in the activities to be funded hereunder, are listed on the debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to this Agreement, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment.
19. Delaware-Union Education Service Center will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.
20. Delaware-Union Education Service Center agrees to comply with 42 U.S.C. Sections 1320d through 1320d-8, and implementing regulations at 45 C.F.R. Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996.
21. Claims made to the Department for payment for services do not duplicate claims made by Delaware-Union Education Service Center to other sources of public funds for the same service. The services being agreed upon are not available on a non-reimbursable basis.
22. Nothing in this Agreement shall be interpreted to prohibit concurrent use of multiple sources of public funds to serve participants as long as the funds from this contract supplement and do not supplant existing services.
23. All fixed assets purchased with funds provided through this Agreement remain the property of the Department. Upon termination of the agreement, Delaware-Union Education Service Center may be asked to return equipment and other fixed assets to the Department.
24. Delaware-Union Education Service Center shall not discriminate in hiring and promotion against applicants for, and participants of, the Ohio Works First Program established under Chapter 5107 of the Revised Code and the Prevention, Retention and Contingency Program established under Chapter 5108 of the Revised Code. Delaware-Union Education Service Center further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
25. Delaware-Union Education Service Center agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. Delaware-Union Education Service Center further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.

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26. Delaware-Union Education Service Center is bound by the disclosure rules of the Ohio Department of Job and Family Services; disclosure of information in a manner not authorized by the rules is a breach of the contract and a violation of Sections 5101.27 and 5101.99 of the Revised Code.
27. Services will not be provided through this contract to individuals who are fugitive felons or probation or parole violators; families with an outstanding OWF or PRC fraud overpayment balance; individuals who are not U.S. citizens or qualified aliens; and families found to have fraudulently misrepresented residence in order to obtain assistance in two or more states.
28. Delaware-Union Education Service Center will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.D. 1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any federal award will be disclosed.
29. Delaware-Union Education Service Center will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 SC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 Cfr Part 15, which prohibit the use under nonexempt federal contracts, grants, or lands of facilities included in the EPA List of Violating Facilities. Violations shall be reported to the State/county agency and to the US EPA Assistant Administrator for Enforcement (EN-329).
30. Delaware-Union Education Service Center is not listed in the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689. Endorsement of this Contract certifies its exclusion status and that of its principals.
31. Delaware-Union Education Service Center has no outstanding findings for recovery pending or issued against it by the State of Ohio.
32. Delaware-Union Education Service Center 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, Delaware-Union Education Service Center agrees make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.
33. Delaware-Union Education Service Center will comply with all other Federal, State or local laws not enumerated herein.
34. Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no agency or department of this state or any political subdivision shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a corporation, 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 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 of this Contract.

**ARTICLE XI CONFLICT OF INTEREST**

Delaware-Union Education Service Center covenants that, to the best of its knowledge, no person under its employ, who presently exercises any functions or responsibilities in connection with the Department or the County or projects or programs funded by either the County or the Department, has any personal financial interest, direct or indirect, in this Agreement. Delaware-Union Education Service Center further covenants that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by Delaware-Union Education Service Center. Any such interest, on the part of Delaware-Union Education Service Center or its employees, when known, must be disclosed in writing to the Department.

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**ARTICLE XII MODIFICATIONS**

This Agreement may only be modified or amended in writing by and with the mutual consent and agreement of all the Parties hereto.

**ARTICLE XIII TERMINATION**

**A. Termination for the Convenience of the Department**

The Department may terminate this Agreement when it is determined by the Department to be in its best interest to do so, by giving at least seven (7) days advance notice, in writing, to Delaware-Union Education Service Center. Delaware-Union Education Service Center shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

**B. Termination for the Convenience of Delaware-Union Education Service Center**

Delaware-Union Education Service Center may terminate this Agreement at any time by giving at least seven (7) days advance notice, in writing, to the Department. Delaware-Union Education Service Center 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 of Contract:** 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 Agreement 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, Delaware-Union Education Service Center shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

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 Delaware-Union Education Service Center or the Department fails to perform an obligation or obligations under this Agreement 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 the Department shall be authorized in writing and signed by an authorized Department representative.

**D. Loss of Funding:** It is understood by Delaware-Union Education Service Center that availability of funds for this Agreement and thus this Agreement 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 the Department, Delaware-Union Education Service Center 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.

Delaware-Union Education Service Center 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 Agreement due to loss of State and/or Federal funds.

**ARTICLE XIV Severability**

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

**ARTICLE XIII GOVERNING LAW**

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

Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

This Agreement includes the following appendices, which by this reference are hereby made a part of this Agreement:



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Appendix I Statement of Work to be Performed/Proposal  
Appendix II Budget  
DMA Form (HLS 0038) Government Business and Funding Contracts

The abovementioned appendices and this Agreement instrument shall be considered as the binding document between parties herein mentioned.

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

RESOLUTION NO. 07-1311

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE DELAWARE COUNTY TRANSIT BOARD FOR TRANSPORTATION SERVICES:

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

CONTRACT FOR TRANSPORTATION SERVICES  
between  
Delaware County Transit Board  
and  
Delaware County Department of Job and Family Services

This service contract entered into this 1st day of September, 2007 between the Delaware County Transit Board (hereafter called DCTB) and The Delaware County Department of Job and Family Services (hereafter called PURCHASER) for the purpose of providing transportation services to Individuals associated with the PURCHASER.

Whereas, DCTB has established a public transportation system to provide transportation services within Delaware County and certain points beyond the county line.

Whereas, DCTB operates under Federal Transit Authority 49 U.S.C. section 5311 for providing transportation services

Whereas, DCTB maintains a fleet of vehicles for ambulatory and non-ambulatory persons.

Whereas, DCTB drivers meet the qualifications and requirements as established by the Delaware County Transit Board.

Whereas, The PURCHASER is in need of transportation services for its customers, employees, or clients.

Notification

DCTB is a public transportation system. This contract does not provide exclusive transportation to the purchaser’s clients. Individuals from the general public or other contracted clients may also at times be passengers in the vehicle during the transportation of the purchaser’s clients.

Conditions for Transportation

DCTB reserves the right to exclude any individual for unacceptable behavior or other reasons that DCTB administration determines may cause an unsafe transportation environment.

Term

The term of this contract shall be for a period commencing September 1, 2007 and will end August 31, 2008. Either party may terminate this contract by giving the other party hereto written notice thirty (30) days prior to the effective date of such termination.

Amendments

This contract may be modified at the agreement of both parties. Any changes will be written addendums and will become a part of this contract.

Services

The scope of services shall be for demand response transportation services to be provided based upon authorization provided by the PURCHASER. Additional services as defined may be rendered at an additional charge.

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DCTB shall:

- Provide transportation service on a pre-arranged schedule within DCTB’s operating days, times, service area, and established rules.
- Provide demand response transportation service.
- Schedule transportation based on the PURCHASER’S authorization and availability of DCTB vehicles.
- Consult with the appropriate staff on transportation issues concerning individual clients
- Keep accurate records and send invoices and detail of services provided and charges to the PURCHASER at least monthly.
- Maintain adequate insurance on all vehicles.
- Maintain vehicles and equipment in good operating order.
- Immediately notify the PURCHASER’s designee of any accident or incident no matter how minor that involves an individual covered by this contract.
- Drivers will ensure that all wheelchairs are tied down.

The PURCHASER shall:

- Provide authorizations for individuals requiring transportation service. The authorization will include the name(s) of the person(s) to be transported, the origin point, the destination point, the date and time the transportation is to occur, and any other special instructions or special services that are needed.
- Provide both telephonic and written confirmation of any changes to the authorization at least 24 hours in advance of effective change.
- Due to scheduling requirements, authorizations must be received by 12:00 noon for trips for the next business day. Authorizations received after this time may result in DATA’s inability to adequately provide the transportation. The requesting case worker and his/her supervisor will be notified if any of these trips can not be accommodated so that other arrangements can be made.

Additional Services:

For Demand Response service, DCTB may provide additional services within DCTB’s policies such as but not limited to:

- a) Wait Time (beyond DCTB’s policy of scheduled time)
  - i) At origin point
  - ii) At destination point
- b) Rider assistance in excess of immediate boarding or alighting vehicle
- c) Any actual time incurred as a result of the necessity for the driver to leave the vehicle.
- d) Other services on an individual basis as agreed by DCTB and the PURCHASER.

The PURCHASER shall notify DCTB of any special service required and authorized, and a maximum time limit for the service.

Compensation:

The purchaser will pay DCTB for service at the rates identified below:

**Standard Rates**

- Demand Response:
  - Mileage Rate \$ 2.09 per loaded mile
  - Minimum per trip \$10.00
  - Fuel Service Charge \$ 0.05 per loaded mile
    - NOTE: Fuel Service Charge to be applied to mileage rate or minimum trip charge only if fuel costs average \$3.50 per gallon and incrementally for each additional \$0.50 average per gallon fuel costs increase.

**Additional Service Charges**

- No Shows/Dead Runs \$15.00 per trip request
  - NOTE: No Show charges also apply to scheduled trips that are not cancelled at least one hour prior to the scheduled pick up time.
- Additional Door to Door Transportation \$ 7.00 per trip
- Other Necessary Passenger Assistance \$ 7.00 per trip
- Additional Rider Charge \$ 5.00 per rider per trip
- Service Time Charge (wait time): \$9.50 per fifteen-minute unit or portion of unit
- Cancellations: \$7.00 per scheduled trip.
  - NOTE: Cancellation are considered as scheduled trips cancelled after 2:00 PM of the day prior to the trip.
- Personal Care Attendant (PCA or AIDE) No Charge

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NOTE: These rates are subject to change due to requirements which state that DCTB must charge a fully allocated cost for contracted transportation services. If a change is necessary, DCTB will notify the purchaser 45 days before the change occurs.

Disputes on invoices should be directed to DCTB’s Administrative Manager. The remaining portion of the invoice will be paid according to the terms previously described.

**Hold Harmless Clause:**

DCTB shall hold the PURCHASER free and harmless from any injury or damage resulting from the sole negligence or faulty performance of DCTB and shall make good any loss, damage, or injury without loss to the PURCHASER. The PURCHASER shall hold the DCTB free and harmless from any injury or damage resulting from the sole negligence or faulty performance of the PURCHASER and shall make good any loss, damage, or injury without loss to DCTB.

**Agency Contacts:**

Questions concerning this contract or the services described herein should be directed to DCTB’s Executive Director and the PURCHASER’S Assistant Director

**Non-discrimination Clause:**

It is the policy of DCTB that services, employment, and access to facilities shall be provided to all otherwise eligible individuals without regard to race, color, religion, sex, handicap, national origin, sexual orientation and age. Parties contracting with the Delaware County Transit Board agree to the provisions of the above non-discrimination policy which shall apply equally to the parties of the contract and shall become effective with the signing and dating of this contract.

**Savings Clause:**

If any portion of this contract is deemed illegal due to conflict with state or federal law, the remainder of the contract shall remain in full force and effect.

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

**RESOLUTION NO. 07- 1312**

**IN THE MATTER OF APPROVING A SETTLEMENT AGREEMENT IN THE MATTER OF TINA M. HENRY, ADMINISTRATOR OF THE ESTATE OF GARY GLENN HENRY, III VS. DELAWARE COUNTY, OHIO BOARD OF COMMISSIONERS, DELAWARE COUNTY COMMON PLEAS COURT CASE NUMBER: 04-CVC-08-0576**

It was moved by Mr. Jordan , seconded by Mr. Ward to approve the settlement agreement and payment for Tina M. Henry, Administrator of the Estate of Gary Glenn Henry, III, vs. Delaware County, Ohio Board Of Commissioners, Delaware County Common Pleas Court Case Number 04-CVC-08-0576.

Further Be It Resolved, that the Commissioners approve a Purchase Order Request and Voucher in the amount of \$135,000 made payable to Terry Hummel, Attorney for the Plaintiff and Tina Henry.

(A copy of the agreement 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. 07-1313**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR WEB CHECK:**

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

<b>Supplemental Appropriation</b>					
10031315-5345		Sheriff Web Check/Safety & Security		\$	7,000.00

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

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RESOLUTION NO. 07-1314

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 9:33 AM.

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

RESOLUTION NO. 07-1315

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Jordan , seconded by Mr. Ward to adjourn out of Executive Session at 9:39 AM.

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

There being no further business, the meeting adjourned.

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Glenn A. Evans

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Kristopher W. Jordan

\_\_\_\_\_  
James D. Ward

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Letha George, Clerk to the Commissioners