

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 29, 2007

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

Present: Glenn A. Evans, James D. Ward
Kristopher W. Jordan was only present for the beginning of the meeting

PUBLIC COMMENT

Mr. Joe Warren spoke to the Commissioners
(For a complete record refer to the Official CD minutes).

RESOLUTION NO. 07-1469

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 26, 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 November 26, 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. 07-1470

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1128 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR1128:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1128, memo transfers in batch numbers MTAPR1128 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO’s			
Jobs for Ohio Grads	Professional Services	22311611-5348	\$ 60,000.00
Decrease			
McWherters Petroleum	Fuel	10011105-5228	\$ 25,000.00
Increase			
PRC Rent	Rent Program	22411602-5348	\$ 4,000.00
BP Gas	Fuel	10011105-5228	\$ 25,000.00
AEP	Utility Program	22411602-5350	\$ 2,000.00
Beech Brook	Residential Treatment	2511608-5342	\$ 16,100.00
Starr Commonwealth	Residential Treatment	22511607-5342	\$ 38,000.00
Vouchers			
Central Ohio Contractors	Sewage Sludge Disposal	66290403-5380	\$ 13,993.73
Mike Bass Ford Inc.	2008 Ford F-350/4-Wheel Drive	66290406-545045001	\$ 9,191.50
Mike Bass Ford Inc.	2008 Ford F-350/4-Wheel Drive	66290603-545045001	\$ 9,171.49
BP Products N. America	Gasoline	10011106-522822801	\$ 19,832.64
House of New Hope Inc.	Residential Treatment	22511607-5342	\$ 6,702.82
Beech Brook	Residential Treatment	22511608-5342	\$ 5,725.80
Pomegranate Health	Residential Treatment	22511607-5342	\$ 7,560.00
Pomegranate Health	Residential Treatment	22511608-5342	\$ 7,560.00

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

RESOLUTION NO. 07-1471

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, MICHAEL R. SHADE, REQUESTING ANNEXATION OF 10.168 ACRES OF LAND IN DELAWARE TOWNSHIP TO THE CITY OF DELAWARE:

It was moved by Mr. Jordan, seconded by Mr. Ward to acknowledge that on November 21, 2007, the Clerk to the Board of Commissioners received an annexation petition request to annex 10.168 acres from Delaware Township to the City of Delaware.

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

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RESOLUTION NO. 07 -1472

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS AND OTHER AMENITIES FOR EMPLOYEE RECOGNITION LUNCHEON:

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

WHEREAS, The Ohio Attorney General Opinion No. 82-006 addresses the issue Expenditure Of Public Funds For Proper “Public Purpose”, and

WHEREAS, The October 20, 2003, State Auditor’s ruling on payment of Expenditures Of Public Funds For Proper “Public Purpose” states that for persons who are employees or non-employees of the County, the Commissioners must pre-approve expenditures for the purchase of coffee, meals, refreshments and other amenities.

WHEREAS, Delaware County Department of Job and Family Services has planned a luncheon to recognize and show appreciation for staff of the Department; and

WHEREAS, costs associated with employee recognition are allowable for Federal/State reimbursement; and

WHEREAS, the Department requests approval to procure food for this event scheduled for December 7, 2007; and

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED, by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of Department of Job and Family Services funds in an amount not to exceed \$678.00 to assist in funding the purchase of refreshments and other amenities for the Employee Recognition Luncheon.

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

RESOLUTION NO. 07 -1473

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS AND OTHER AMENITIES FOR A FOSTER FAMILY EVENT:

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

WHEREAS, The Ohio Attorney General Opinion No. 82-006 addresses the issue Expenditure Of Public Funds For Proper “Public Purpose”, and

WHEREAS, The October 20, 2003, State Auditor’s ruling on payment of Expenditures Of Public Funds For Proper “Public Purpose” states that for persons who are employees or non-employees of the County, the Commissioners must pre-approve expenditures for the purchase of coffee, meals, refreshments and other amenities.

WHEREAS, Delaware County and the Community wish to support foster families in providing a safe and stable environment for children; and

WHEREAS, donated funds have been received for this purpose; and

WHEREAS, a Foster Family Event has been planned for December 8; and

WHEREAS, the Department requests approval to procure food for this event; and

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED, by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of Department of Job and Family Services funds in an amount not to exceed \$796.00 to assist in funding the purchase of refreshments and other amenities for a Foster Family Event.

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

RESOLUTION NO. 07-1474

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IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS AND A TRANSFER OF FUNDS
FOR JOB AND FAMILY SERVICES:

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

Transfer of Appropriation			
From	To		
22411603-5348	22411605-5361		
JFS Workforce/Program Professional Services	JFS Income Maintenance/Attorney Services	\$	15,000.00
22411603-5348	22411606-5348		
JFS Workforce/Program Professional Services	JFS Social Services/Program Professional Services	\$	5,000.00
22511608-5348	22511607-5348		
JFS Children Services/Program Professional Services	JFS Cluster/Program Professional Services	\$	50,000.00

Fund Transfers			
From	To		
22311611-5801	22411603-4601		
Workforce Investment Act/Transfers	JFS Workforce/Interfund Revenue	\$	200,000.00
22511607-5801	22411604-4601		
Children Services/Transfers	JFS Children Services/Interfund Revenue	\$	225,843.25

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

RESOLUTION NO. 07 -1475

IN THE MATTER OF AMENDING THE CHILD PLACEMENT SERVICES CONTRACT BETWEEN THE
DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES; THE DELAWARE COUNTY
COMMISSIONERS AND CHRISTIAN CHILDREN’S HOME OF OHIO:

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

Christian Children’s Home of Ohio

AMENDMENT TO CONTRACT
For
Child Placement and Related Services
AMENDMENT NO. 1

This Amendment, effective November 15, 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 **Christian Children’s Home of Ohio**, entered into on the first day of July 2007.

- I. Article IV. Reimbursement for Placement Services: Changes the amount reimbursable under the contract from \$17,000.00 to \$40,000.00.

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

RESOLUTION NO. 07-1476

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY
COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND
BEECHBROOK AND ENA, INC (NECCO)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
Beech Brook 3737 Lander Road Cleveland, Ohio 44124	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)

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ENA, INC (NECCO) P.O. Box 568 South Point, Ohio 45680	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)
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(A copy of each of these contacts 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. 07-1477

IN THE MATTER OF AMENDING THE CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES; THE DELAWARE COUNTY COMMISSIONERS AND THE COUNCIL FOR OLDER ADULTS:

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

Council For Older Adults

AMENDMENT TO COUNCIL FOR OLDER ADULTS CONTRACT
AMENDMENT NO. 2

This amendment, effective January 1, 2008, is to amend the Adult Protective Services Contract between the Delaware County Department of Job and Family Services and Council for Older Adults entered into on the 1st day of January, 2006.

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

RESOLUTION NO. 07-1478

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND JOBS FOR OHIO GRADUATES FOR WIA SERVICES:

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

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 JOBS FOR OHIO’S GRADUATES-DELAWARE, “JOBS FOR OHIO’S GRADUATES-DELAWARE”)(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 JOBS FOR OHIO’S GRADUATES-DELAWARE is willing to provide services, or contract out for services, and JOBS FOR OHIO’S GRADUATES-DELAWARE 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.

“JOBS FOR OHIO’S GRADUATES-DELAWARE” means JOBS FOR OHIO’S GRADUATES-

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DELAWARE

“County” means Delaware County Board of Commissioners

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

“Parties” means JOBS FOR OHIO’S GRADUATES-DELAWARE, County and Department collectively

“WIA” means Workforce Investment Act

B. Purpose of Agreement

The purpose of the agreement is to state the covenants and conditions under which JOBS FOR OHIO’S GRADUATES-DELAWARE will provide a program in Delaware County for enrolled participants meeting required outcome performance standards.

C. Obligations of JOBS FOR OHIO’S GRADUATES-DELAWARE

JOBS FOR OHIO’S GRADUATES-DELAWARE 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.

JOBS FOR OHIO’S GRADUATES-DELAWARE 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 JOBS FOR OHIO’S GRADUATES-DELAWARE’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 JOBS FOR OHIO’S GRADUATES-DELAWARE 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.

JOBS FOR OHIO’S GRADUATES-DELAWARE 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

JOBS FOR OHIO’S GRADUATES-DELAWARE 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 \$ 110,000 or (2) the amount of cash expenditures made by JOBS FOR OHIO’S GRADUATES-DELAWARE 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 \$ 110,000.

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, JOBS FOR OHIO’S GRADUATES-DELAWARE 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 JOBS FOR OHIO’S GRADUATES-DELAWARE to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Agreement.

JOBS FOR OHIO’S GRADUATES-DELAWARE, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Agreement, agrees to retain and maintain, and assure

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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, JOBS FOR OHIO'S GRADUATES-DELAWARE 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, JOBS FOR OHIO'S GRADUATES-DELAWARE 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 11/01/07 or upon execution by the Department, whichever is later. The services of JOBS FOR OHIO'S GRADUATES-DELAWARE are to commence immediately and all costs allowable under the contract shall be incurred no later than, 06/30/08.

ARTICLE VI BONDING AND INSURANCE

JOBS FOR OHIO'S GRADUATES-DELAWARE 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. JOBS FOR OHIO'S GRADUATES-DELAWARE understands and agrees that it is an independent contractor.

B. To the fullest extent of the law, JOBS FOR OHIO'S GRADUATES-DELAWARE 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 JOBS FOR OHIO'S GRADUATES-DELAWARE's performance of this Agreement. JOBS FOR OHIO'S GRADUATES-DELAWARE 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 JOBS FOR OHIO'S GRADUATES-DELAWARE'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. JOBS FOR OHIO'S GRADUATES-DELAWARE 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. JOBS FOR OHIO'S GRADUATES-DELAWARE 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

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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 JOBS FOR OHIO'S GRADUATES-DELAWARE or any employee, agent or representative of JOBS FOR OHIO'S GRADUATES-DELAWARE.

ARTICLE VIII MAINTENANCE OF EFFORT

It is understood and agreed that the level of services, activities and expenditures by JOBS FOR OHIO'S GRADUATES-DELAWARE, 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. JOBS FOR OHIO'S GRADUATES-DELAWARE 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

JOBS FOR OHIO'S GRADUATES-DELAWARE 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. JOBS FOR OHIO'S GRADUATES-DELAWARE further agrees to maintain the 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

JOBS FOR OHIO'S GRADUATES-DELAWARE assures and certifies that:

1. JOBS FOR OHIO'S GRADUATES-DELAWARE 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 JOBS FOR OHIO'S GRADUATES-DELAWARE'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 JOBS FOR OHIO'S GRADUATES-DELAWARE 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. JOBS FOR OHIO'S GRADUATES-DELAWARE 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. JOBS FOR OHIO'S GRADUATES-DELAWARE 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 JOBS FOR OHIO'S GRADUATES-DELAWARE partnership with the Delaware County Job Network.
7. JOBS FOR OHIO'S GRADUATES-DELAWARE recognizes its responsibility for and agrees to assume full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by JOBS FOR OHIO'S GRADUATES-DELAWARE.
8. JOBS FOR OHIO'S GRADUATES-DELAWARE recognizes and accepts its responsibility to maintain easily accessible and auditable financial and programmatic records.
9. JOBS FOR OHIO'S GRADUATES-DELAWARE 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.

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10. JOBS FOR OHIO'S GRADUATES-DELAWARE 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. JOBS FOR OHIO'S GRADUATES-DELAWARE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. JOBS FOR OHIO'S GRADUATES-DELAWARE 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. JOBS FOR OHIO'S GRADUATES-DELAWARE will, in all solicitation or advertisements for employees placed by or on behalf of JOBS FOR OHIO'S GRADUATES-DELAWARE, 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.
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. JOBS FOR OHIO'S GRADUATES-DELAWARE 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. JOBS FOR OHIO'S GRADUATES-DELAWARE 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 JOBS FOR OHIO'S GRADUATES-DELAWARE. If any participant objects to the religious character of the organization, JOBS FOR OHIO'S GRADUATES-DELAWARE will immediately refer the individual to the Department for an alternative provider.
18. Neither JOBS FOR OHIO'S GRADUATES-DELAWARE 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. JOBS FOR OHIO'S GRADUATES-DELAWARE will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.
20. JOBS FOR OHIO'S GRADUATES-DELAWARE 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 JOBS FOR OHIO'S GRADUATES-DELAWARE 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.

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23. All fixed assets purchased with funds provided through this Agreement remain the property of the Department. Upon termination of the agreement, JOBS FOR OHIO'S GRADUATES-DELAWARE may be asked to return equipment and other fixed assets to the Department.
24. JOBS FOR OHIO'S GRADUATES-DELAWARE 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. JOBS FOR OHIO'S GRADUATES-DELAWARE 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. JOBS FOR OHIO'S GRADUATES-DELAWARE 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. JOBS FOR OHIO'S GRADUATES-DELAWARE 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.
26. JOBS FOR OHIO'S GRADUATES-DELAWARE 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. JOBS FOR OHIO'S GRADUATES-DELAWARE 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. JOBS FOR OHIO'S GRADUATES-DELAWARE 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. JOBS FOR OHIO'S GRADUATES-DELAWARE 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. JOBS FOR OHIO'S GRADUATES-DELAWARE has no outstanding findings for recovery pending or issued against it by the State of Ohio.
32. JOBS FOR OHIO'S GRADUATES-DELAWARE 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, JOBS FOR OHIO'S GRADUATES-DELAWARE 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. JOBS FOR OHIO'S GRADUATES-DELAWARE 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

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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

JOBS FOR OHIO'S GRADUATES-DELAWARE 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. JOBS FOR OHIO'S GRADUATES-DELAWARE further covenants that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by JOBS FOR OHIO'S GRADUATES-DELAWARE. Any such interest, on the part of JOBS FOR OHIO'S GRADUATES-DELAWARE or its employees, when known, must be disclosed in writing to the Department.

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 JOBS FOR OHIO'S GRADUATES-DELAWARE. JOBS FOR OHIO'S GRADUATES-DELAWARE shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

B. Termination for the Convenience of JOBS FOR OHIO'S GRADUATES-DELAWARE

JOBS FOR OHIO'S GRADUATES-DELAWARE may terminate this Agreement at any time by giving at least seven (7) days advance notice, in writing, to the Department. JOBS FOR OHIO'S GRADUATES-DELAWARE 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 an 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, JOBS FOR OHIO'S GRADUATES-DELAWARE 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 JOBS FOR OHIO'S GRADUATES-DELAWARE 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 JOBS FOR OHIO'S GRADUATES-DELAWARE 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, JOBS FOR OHIO'S GRADUATES-DELAWARE 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.

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JOBS FOR OHIO’S GRADUATES-DELAWARE 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:

Appendix I	Statement of Work to be Performed/Proposal
Appendix II	Budget
Appendix III	Forms Summary
Appendix IV	Cost Accountability and Containment
Appendix V	Eligibility Verification Source Documents
Appendix VI	WIA Youth Program Services
Appendix VII	Participant Case File Expectations
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.

I. SUMMARY

JOG-Delaware will manage and coordinate Delaware County’s WIA Youth Program for Delaware County participants in accordance with Public Law 105-220, August 7, 1998, Workforce Investment Act of 1998 and Department of Labor, Employment and Training Administration, 20 CFR Part 652 and Parts 660 through 671, Workforce Investment Act.

JOG-Delaware will provide educational services in accordance with Ohio Department of Education policies and guidelines.

The main focus of the WIA youth program is long-term academic and occupational learning opportunities for youth. The goal is to increase employment, job retention and earnings by developing the work/career potential that will prepare the youth to effectively compete in the global economy.

WIA requires local youth programs to provide the following ten elements:

- Tutoring, study skills training, and instruction leading to the completion of secondary school including dropout prevention strategies
- Alternative secondary school services
- Summer employment opportunities directly linked to academic and occupational learning
- Paid and unpaid work experiences, including internships and job shadowing
- Occupational skill training
- Leadership development opportunities
- Supportive services
- Adult mentoring for the period of participation
- Follow-up services for not less then 12 months after exit
- Comprehensive guidance and counseling.

The goals of the youth training and employment are to:

- Improve school retention and completion rates;
- Improve academic performance, including mathematics and reading comprehension;
- Improve employability skills;

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- Demonstrate coordination with other community service organizations such as local educational agencies, law enforcement agencies, drug and alcohol abuse prevention and treatment programs.
- Enhance the basic educational skills of youth;
- Encourage school completion or enrollment in supplementary or alternative school programs;
- Provide eligible youth with exposure to the world of work; and
- Enhance the citizenship skills of youth.

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

RESOLUTION NO. 07 -1479

IN THE MATTER OF APPROVING THE BIDS FOR BID PACKAGE 1 – GENERAL TRADES (2K GENERAL CO.); BID PACKAGE 3 - PLUMBING (SCIOTO MECHANICAL SERVICES, NC.); BID PACKAGE 4 - ELECTRIC (SIMCO ELECTRIC, INC.); AND BID PACKAGE 5 – FIRE PROTECTION (SCHMIDMECHANICAL, INC.) FOR THE RE-BID OF TENANT IMPROVEMENTS: 2081 NORTH US HIGHWAY 23, DELAWARE COUNTY, OHIO:

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

WHEREAS, Delaware County received bids for the Re-bid - Tenant Improvements: 2081 North US Highway 23, Delaware County, Ohio on November 20, 2007. And;

WHEREAS, after carefully reviewing the bids received, the bids submitted in the following chart have been determined to be the lowest and best bids for Tenant Improvements: 2081 North US Highway 23, Delaware County, Ohio;

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, approve and accept the bids submitted for Tenant Improvements: 2081 North US Highway 23, Delaware County, Ohio.

Description	Company Recommended	Amount of Contract Award
Bid Package 1 – General Trades	2K General Co.	\$857,000.00
Bid Package 3 –Plumbing	Scioto Mechanical Services, Inc.	\$85,200.00
Bid Package 4 –Electric	Simco Electric, Inc.	\$319,782.00
Bid Package 5 –Fire Protection	Schmid Mechanical, Inc.	\$47,357.00

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

RESOLUTION NO. 07 -1480

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND LAWN GREENKEEPER LLC FOR SNOW REMOVAL SERVICES :

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

Delaware County Board of Commissioners
Contract

This Contract made by and between:

Lawn Greenkeeper LLC
PO Box 980
Marion, Ohio 43301

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

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

ARTICLE 1

1.1 The Contractor shall provide the services as described in the invitation to bid (ITB), which is attached hereto as Exhibit “A” and as necessary to produce the results intended by the Bid Documents for:

ITB #07-04 Snow Removal Services
For Delaware County, Ohio

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ARTICLE 2

2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the bid documents, not to exceed an estimated annual value of Sixty Thousand dollars (\$60,000.00), based upon the unit pricing set forth in the proposal, submitted by the Contractor and opened on October 29, 2007.

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor as services are provided and approved by the Delaware County Board of Commissioners as provided in the Bid Documents.

ARTICLE 3

3.1 The original term of this contract shall be for two (2) years, beginning November 19, 2007, and ending September 30, 2009.

3.2 This contract may be renewed at the end of the original period for up to two (2) additional one (1) year periods, if agreed upon in writing by both parties.

3.2 The Delaware County Board of Commissioners may, at its sole option, terminate this Contract with the contractor upon thirty (30) days written notice of its intent to do so. Furthermore, it is understood and agreed that should the contractor fail to provide the quality of good and/or service(s) as specified in the bid instructions, such failure shall constitute a breach of this Contract. Upon a breach of the Contract, the Delaware County Board of Commissioners may, at its sole option, terminate this Contract with the contractor effective immediately upon written notice of its intent to do so.

ARTICLE 4

4.1 This Contract shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein, and made a part hereof. This Contract, along with all documents incorporated by reference, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall filed in and heard before the courts of Delaware County, Ohio.

4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.

4.4 To the fullest extent permitted by law, the Contractor shall indemnify, save and hold the Delaware County Board of Commissioners, its officers, agents, servants, and employees free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the Contractor's performance of this Contract. The Contractor shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the Delaware County Board of Commissioners by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees. No employee of the Contractor shall at any time be considered an agent or employee of the Delaware County Board of Commissioners.

4.5 Insurance:

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

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

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

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

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

4.6 No waiver of breach of any provision of this Contract shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Contract or any other provision hereof. No term or provision of this Contract shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

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

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

4.9 Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

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

4.11 Contractor 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, Contractor 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.

ARTICLE 5

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

5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Delaware County Board of Commissioners.

ARTICLE 6

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

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

RESOLUTION NO. 07-1481

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

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Recommendation to allow Christopher Zourdos to use 66.10 hours of Leave-With-Out-Pay for pay period 25; effective November 27, 2007.

Recommendation to allow Stacey Montague to use 120 hours of Leave-With-Out-Pay for pay period 25; effective November 17, 2007.

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

RESOLUTION NO. 07-1482

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS AND SUPPLEMENTAL APPROPRIATIONS:

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

Supplemental Appropriation						
10020201-5450	Clerk of Courts/ Machinery & Equipment	\$	5,100.00			
Transfer of Appropriation						
From	To					
10029201-5360	10029201-5260					
Jury Commission/Court Related Services	Jury Commission/Inventoried Tools	\$	1,446.00			
Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Absent	Mr. Ward	Aye

RESOLUTION NO. 07-1483

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 AND FOR LAND ACQUISITION:

It was moved by Mr. Evans, seconded by Mr. Ward to adjourn into Executive Session at 10:12AM.

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

RESOLUTION NO. 07-1484

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Evans, seconded by Mr. Ward to adjourn out of Executive Session at 12:00AM.

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

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

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Letha George, Clerk to the Commissioners