

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 10, 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. 07-1512

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 6, 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 December 6, 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. 07-1513

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1207:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1207 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>			
Tyevco	Formula 2007- Ashley	23011708-5365	\$ 13,143.00
Dell Marketing LP	Servers	21411306-5450	\$ 8,804.06
Claypool Electric Inc.	Provide and Install Class 2 Pole	66290318-5333	\$ 9,052.00
<b>Decrease</b>			
Englefield	Fuel	10011106-5228	\$ 4,500.00
Petroleum Traders	Fuel	10011106-5228	\$ 3,500.00
CCAO	Gas Program	10011105-5338	\$ 10,000.00
Adult Court	Court Contracts	10011102-5360	\$ 2,000.00
Common Pleas	Court Contracts	10011102-5360	\$ 3,000.00
Clerk of Courts	Court Contracts	10011102-5360	\$ 5,000.00
<b>Increase</b>			
Delaware Cab	Transportation	22511607-5355	\$ 3,000.00
Downes, Hurst and Fishel	Legal Services	22411605-5361	\$ 6,600.00
Nextel	Phone Service	10011105-5330	\$ 3,600.00
Verizon	Phone Service	10011105-5330	\$ 3,400.00
BP Gasoline	Fuel	10011106-5228	\$ 5,500.00
Prosecutor	Court Contracts	10011102-5360	\$ 3,000.00
Juvenile Court	Court Contracts	10011102-5360	\$ 7,000.00
<b>Vouchers</b>			
LaPetite Academy	Child Care	22411610-5348	\$ 5,745.46
AEP	Serv to Various Locations	66290402-5338	\$ 35,770.92
AEP	Serv to Various Locations	66290302-5338	\$ 31,138.86
Siemens Water	Bioxide	66290407-5290	\$ 15,861.78
Northwoods Consulting Partners	Installation, Tape Drive, Equipment	23711630-5301	\$ 137,580.00
<b>Memo Transfer Voucher</b>			
<b>From</b>	<b>To</b>		
CSEA	Commissioners	Indirect Costs	\$ 7,420.42
23711630-5335	10011101-4233	/Dec 07 Rent	

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

RESOLUTION NO. 07 -1514

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Sheriff’s Office is requesting that Jaison Kridier, Nathan Evans and Lance Leohard attend Training at Bowling Green University December 17-20, 2007, at the cost of \$1040.00.

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

RESOLUTION NO. 07-1515

IN THE MATTER OF APPROVING THE TREASURER’S REPORT:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the Treasurer’s Report.

(Copy available for review at the Commissioner’s office until no longer of administrative value.)

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

RESOLUTION NO. 07-1516

IN THE MATTER OF APPROVING PLAT FOR ORANGE CENTER DEVELOPMENT:

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

Orange Center Development

Situated In The State Of Ohio, County Of Delaware, Township Of Orange, Lying In Farm Lots 19 And 20, Section 3, Township 3, Range 18 United States Military District, And Being 59.244 Acres, Including 6.241 Acres Of Right-Of-Way Area, Said 59.244 Acre Tract Conveyed To The Glimcher Company By Deeds Of Record In Deed Volume 490, Page 592, Deed Volume 529, Page 381, Deed Volume 529, Page 379, Deed Volume 488, Page 690, Deed 487, Page 320 Records Of The Recorder’s Office Delaware County, Ohio. Cost \$18.00.

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

RESOLUTION NO. 07-1517

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR OLENTANGY CROSSINGS SOUTH SECTION 1:

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

Olentangy Crossings South Section 1

The roadway to be accepted is as follows:

- An addition of 0.08 mile to **Township Road Number 1524, Artesian Run**

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

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

RESOLUTION NO. 07-1518

IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR GREYLAND ESTATES SECTION 1A (ALSO KNOWN AS WILLOWBROOK FARMS SECTION 1A):

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

Greyland Estates Section 1A (aka Willowbrook Farms Section 1A)

The roadway construction has been completed for the referenced subdivision and, as the results of The Engineer’s recent field review, he has determined that minor remedial work will be required during the 2008 construction season.

In accordance with the Subdivider’s Agreement, The Engineer recommends that the maintenance bond be set at **\$106,175** for the duration of the one year maintenance period. A Letter of Credit covering that amount is currently in place.

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

RESOLUTION NO. 07-1519

IN THE MATTER OF APPROVING THE RELEASE OF THE MAINTENANCE BONDS FOR VILLAS AT WALNUT GROVE:

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It was moved by Mr. Ward, seconded by Mr. Jordan to release the maintenance bond for the following:

Villas at Walnut Grove

In December, 2006, your Board entered into agreement with Romanelli and Hughes, the developers for the above referenced project. As Romanelli and Hughes have completed this project to the satisfaction of this office, The Engineer recommends that you release the developer from their responsibility to this project and approve the return of their Letter of Credit which was posted as surety for this job.

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

RESOLUTION NO. 07 -1520

IN THE MATTER OF REDUCING THE LETTER OF CREDIT FROM OLYMPUS HOMES FOR RETREAT AT POLARIS :

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

Retreat at Polaris

In August, 2007, your Board entered into agreement with Olympus Homes for the above referenced project. The construction of the project is essentially completed, however, permanent grading and seeding has not been performed. By our standards, this work cannot be performed after October 15. Therefore, The Engineer request approval to reduce Olympus Homes’ Letter of Credit being held as surety to the amount of \$1,313.55 which covers the amount required for this work until the work can be performed in the spring of 2008. An amendment to their Letter of Credit is available.

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

RESOLUTION NO. 07 -1521

IN THE MATTER OF VACATING AN EXISTING MAINTENANCE EASEMENT AND ESTABLISHING A NEW EASEMENT IN THE SCIOTO HILLS DETENTION BASIN:

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

Scioto Hills Detention Basin Maintenance Easement Vacation

The Engineer currently has a maintenance easement on the Todd R. and Rosa S. Tritcak parcel located at 4745 Bayhill Drive in Powell, Ohio. This current easement is specifically described and recorded as 10 feet each side of the 12 inch CMP in Deed Book 427-720, Commissioners’ Journal V29-587. The Engineer request to vacate this easement and establish a new permanent easement which will be located further from the Tritcak’s house and more in line with the actual property line.

The new easement for which The Engineer is asking approval is described as follows:

- Commencing in Detention Basin A along Millwater Drive and terminating at Point E which is the outlet of the 12” smooth interior tile.
- Detention Basin A, part of Lot Numbers 756 and 757 (Plat Book 14-66)
- Points B to C: 10 feet right of sub-surface drain; 10 feet left of sub-surface drain
- Points C to D: 15 feet right of sub-surface drain; 5 feet left of sub-surface drain
- Points D to E: right of sub-surface drain to property line; 10 feet left of sub-surface drain

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

RESOLUTION NO. 07 -1522

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR THE SAWMILL PARKWAY & PRESIDENTIAL PARKWAY TRAFFIC SIGNAL IMPROVEMENT PROJECT:

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

Sealed bid proposals will be received at the Office of the Delaware County Engineer, 50 Channing Street,

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Delaware, Ohio 43015, until 10:00 a.m. local time on Thursday, January 03, 2008, for the project known as

Sawmill Parkway & Presidential Parkway Traffic Signal Improvement

The construction contract shall include furnishing all labor, materials and equipment necessary to complete the project in accordance with the plans, specifications and general conditions listed herein.

The Delaware County Engineer will administer the contract on behalf of the Owner, which is the Board of COLI11ty Commissioners. Bid documents may be obtained at the Office of the Delaware County Engineer for a non-refundable cost of Twenty Dollars (\$20.00), which must be paid by cash or check. Bidder must make arrangements to obtain the bid documents; they will not be mailed.

Each Bidder is required to furnish with his/her proposal a Bid Guaranty in the form of a Bid Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid bond shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said Surety and shall be in the total amount Of the Unit bid prices multiplied by the estimated quantities shown on the Bid Blank.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested herein. Each bidder must submit evidence of its experience on projects of similar size and complexity, and a complete listing of all subcontractors and material suppliers to be used. The contract will be awarded by the Delaware County Board of Commissioners based on its determination of the Lowest and Best bidder as specified in Section 307.90 of the Ohio Revised Code. The Owner intends that all work on this project be completed by June 21, 2008.

Bidders Must comply with the Prevailing Wage Rates for Public Improvements in Delaware County as determined by the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau.

Bids shall be placed in a sealed, opaque envelope bearing on the outside the name of the Bidder, his/her address, and the name of the project as follows:

"SEALED BID FOR SAWMILL PARKWAY & PRESIDENTIAL PARKWAY TRAFFIC SIGNAL IMPROVEMENT".

The Delaware County Board of Commissioners reserves the right to waive irregularities and to reject any and/or all bids

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

RESOLUTION NO. 07 -1523

SETTING DATE AND TIME FOR PUBLIC HEARINGS REGARDING THE ADOPTION OF THE UPDATED TEXT OF THE DELAWARE COUNTY ENGINEER’S DESIGN, CONSTRUCTION AND SURVEYING STANDARDS MANUAL:

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

The Delaware County Engineer’s Office requests the approval of setting times and dates for public hearings regarding the adoption of the updated text of the Delaware County Engineer’s Design, Construction and Surveying Standards Manual. The Engineer request these dates to be **January 14 and January 22, 2008 at 9:30 a.m.** The following text should be included in the public announcement:

“The Delaware County Engineer’s Design, Construction and Surveying Standards Manual provides engineering and surveying standards in Delaware County, and defines the minimum requirements for surveying, engineering, construction, and erosion and sediment control as applied to land development and road and bridge construction projects under the jurisdiction of Delaware County, as outlined in the Ohio Revised Code (Chapter 711).

A copy of the updated Standards is available for review by contacting the Delaware County Engineer’s Office at 740-833-2400”.

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

RESOLUTION NO. 07-1524

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE SHERIFF’S OFFICE:

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

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Transfer of Appropriation

From	To	
10031304-5004	10031301-5238	
Sheriff Conveyance Fees/Overtime	Sheriff Deputies/Safety & Security	\$ 20,000.00
10031301-5001	10031301-5238	
Sheriff Deputies/Compensation	Sheriff Deputies/Safety & Security	\$ 32,830.00
10031301-5001	10031301-5250	
Sheriff Deputies/Compensation	Sheriff Deputies/Minor Tools	\$ 20,000.00
10031301-5004	10031301-5250	
Sheriff Deputies/Overtime	Sheriff Deputies/Minor Tools	\$ 20,000.00
10031301-5101	10031301-5250	
Sheriff Deputies/Benefits	Sheriff Deputies/Minor Tools	\$ 33,640.00
10031301-5101	10031301-5260	
Sheriff Deputies/Benefits	Sheriff Deputies/Inventoried Tools	\$ 71,669.00
10031301-5102	10031301-5228	
Sheriff Deputies/Workers Comp	Sheriff Deputies/Vehicle Maintenance	\$ 11,000.00
10031315-5380	10031315-5260	
Sheriff Web Check/Other Services	Sheriff Web Check/Inventoried Tools	\$ 1,650.00
10031301-5120	10031301-5333	
Sheriff Deputies/PERS	Sheriff Deputies/Installation	\$ 21,220.00
10031301-5101	10031301-5450	
Sheriff Deputies/Benefits	Sheriff Deputies/Machinery & Equipment	\$ 45,000.00
10031301-5102	10031301-5450	
Sheriff Deputies/Workers Comp	Sheriff Deputies/Machinery & Equipment	\$ 10,000.00
10031301-5120	10031301-5450	
Sheriff Deputies/PERS	Sheriff Deputies/Machinery & Equipment	\$ 10,000.00
10031304-5101	10031301-5450	
Sheriff Conveyance Fees/Workers Comp	Sheriff Deputies/Machinery & Equipment	\$ 6,000.00
10031304-5102	10031301-5450	
Sheriff Conveyance/Workers Comp	Sheriff Deputies/Machinery & Equipment	\$ 17,000.00
10031304-5120	10031301-5450	
Sheriff Conveyance/PERS	Sheriff Deputies/Machinery & Equipment	\$ 15,000.00
10031303-5342	10031301-5450	
Sheriff Jail/Medical & Health	Sheriff Deputies/Machinery & Equipment	\$ 118,000.00
10031303-5345	10031301-5450	
Sheriff Jail/Safety & Security	Sheriff Deputies/Machinery & Equipment	\$ 90,000.00
10031303-5340	10031301-5450	
Sheriff Jail/Lab & testing	Sheriff Deputies/Machinery & Equipment	\$ 27,000.00
10031303-5243	10031301-5450	
Sheriff Jail/Drugs & Pharmaceuticals	Sheriff Deputies/Machinery & Equipment	\$ 66,000.00
10031301-5260	10031301-5450	
Sheriff Deputies/Inventoried Tools	Sheriff Deputies/Machinery & Equipment	\$ 20,000.00
10031301-5238	10031328-5450	
Sheriff Deputies/Safety & Security	Sheriff Deputies/Machinery & Equipment	\$ 2,000.00

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

RESOLUTION NO. 07-1525

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 DELAWARE CITY SACC AND KINDERCARE :

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

Delaware City Sacc

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

This amendment, effective August 26, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Delaware City Sacc entered into on the 1<sup>st</sup> day of January, 2007.

I.                      Article 4. Cost and Delivery of Purchased Services:

(1)	<u>Basic Rates:</u>			
		Full Time	Part Time	Hourly
	Schoolage/B&A	\$ 70.00	\$ 70.00	\$ 5.47
	Before or After	\$ 55.00	\$ 55.00	\$ 5.47
	*Non-School Days:	\$ 22.00 per day not to exceed \$102.38 per week.		
	*Sibling Discount:	25%		

Kindercare 72 Westerview Dr

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

This amendment, effective July 29, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare 72 Westerview Dr. entered into on the 1<sup>st</sup> day of January, 2007.

II.                      Article 4. Cost and Delivery of Purchased Services:

(1)	<u>Basic Rates:</u>			
		Full Time	Part Time	Hourly
	Infant	\$ 224.60	\$ 165.01	\$ 9.20
	Toddler	\$ 196.77	\$ 139.44	\$ 8.56
	Pre-K	\$ 167.41	\$ 107.71	\$ 6.13
	Schoolage/B&A	\$ 111.91	\$ 82.24	\$ 5.74
	Before or After	\$ 94.50	\$ 82.24	\$ 5.74
	Schoolage Summer	\$ 161.49	\$ 109.53	\$ 6.72
	(summer rates are only for the summertime off school, only used during the months of: May, June, July, August and September).			

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

RESOLUTION NO. 07-1526

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE BEREA CHILDREN’S HOME 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
Berea Children’s Home 202 E. Bagley Road Berea, Ohio 44017	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets,

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

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

RESOLUTION NO. 07-1527

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE COMMUNITY CAREER RESOURCE CENTER FOR CONTRACTED SERVICES FOR JUMP START PROGRAM 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 COMMUNITY CAREER RESOURCE CENTER, “COMMUNITY CAREER RESOURCE 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 COMMUNITY CAREER RESOURCE CENTER is willing to provide services, or contract out for services, and COMMUNITY CAREER RESOURCE 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.

“COMMUNITY CAREER RESOURCE CENTER” means COMMUNITY CAREER RESOURCE CENTER

“County” means Delaware County Board of Commissioners

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

“Parties” means COMMUNITY CAREER RESOURCE CENTER, County and Department collectively

B. Purpose of Agreement

The purpose of the agreement is to state the covenants and conditions under which COMMUNITY CAREER RESOURCE CENTER will provide a program in Delaware County for enrolled participants meeting required outcome performance standards.

C. Obligations of COMMUNITY CAREER RESOURCE CENTER

COMMUNITY CAREER RESOURCE 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.

COMMUNITY CAREER RESOURCE 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.

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**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 COMMUNITY CAREER RESOURCE 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 COMMUNITY CAREER RESOURCE 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.

COMMUNITY CAREER RESOURCE 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**

COMMUNITY CAREER RESOURCE 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 \$ 64,806.00 or (2) the amount of cash expenditures made by COMMUNITY CAREER RESOURCE 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 \$ 64,806.00.

Delaware County Job & Family Services shall have the option, upon thirty (30) days' written notice, to renew this agreement through June 30, 2009, based on successful performance outcomes from the current agreement period, proposed program priorities, and the availability of funds for the projected year. The total amount to be paid for the renewal period July 01, 2008 through June 30, 2009 is set forth in Appendix II in the amount of \$ 109,661.00

**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, COMMUNITY CAREER RESOURCE 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 COMMUNITY CAREER RESOURCE 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.

COMMUNITY CAREER RESOURCE 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, COMMUNITY CAREER RESOURCE 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, COMMUNITY CAREER RESOURCE 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 11/01/07 or upon execution by the Department, whichever is later. The services of COMMUNITY CAREER RESOURCE CENTER 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**

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COMMUNITY CAREER RESOURCE 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. COMMUNITY CAREER RESOURCE CENTER understands and agrees that it is an independent contractor.

B. To the fullest extent of the law, COMMUNITY CAREER RESOURCE 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 COMMUNITY CAREER RESOURCE CENTER's performance of this Agreement. COMMUNITY CAREER RESOURCE 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 COMMUNITY CAREER RESOURCE 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. COMMUNITY CAREER RESOURCE 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. COMMUNITY CAREER RESOURCE 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 COMMUNITY CAREER RESOURCE CENTER or any employee, agent or representative of COMMUNITY CAREER RESOURCE CENTER.

**ARTICLE VIII MAINTENANCE OF EFFORT**

It is understood and agreed that the level of services, activities and expenditures by COMMUNITY CAREER RESOURCE 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. COMMUNITY CAREER RESOURCE 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**

COMMUNITY CAREER RESOURCE 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

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contractual duties specified herein. COMMUNITY CAREER RESOURCE CENTER 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**

COMMUNITY CAREER RESOURCE CENTER assures and certifies that:

1. COMMUNITY CAREER RESOURCE 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 COMMUNITY CAREER RESOURCE 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 COMMUNITY CAREER RESOURCE 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. COMMUNITY CAREER RESOURCE 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. COMMUNITY CAREER RESOURCE 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 COMMUNITY CAREER RESOURCE CENTER partnership with the Delaware County Job Network.
7. COMMUNITY CAREER RESOURCE CENTER recognizes its responsibility for and agrees to assume full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by COMMUNITY CAREER RESOURCE CENTER.
8. COMMUNITY CAREER RESOURCE CENTER recognizes and accepts its responsibility to maintain easily accessible and auditable financial and programmatic records.
9. COMMUNITY CAREER RESOURCE 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. COMMUNITY CAREER RESOURCE 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. COMMUNITY CAREER RESOURCE CENTER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. COMMUNITY CAREER RESOURCE 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. COMMUNITY CAREER RESOURCE CENTER will, in all solicitation or advertisements for employees placed by or on behalf of COMMUNITY CAREER RESOURCE 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. COMMUNITY CAREER RESOURCE 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. COMMUNITY CAREER RESOURCE 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 COMMUNITY CAREER RESOURCE CENTER. If any participant objects to the religious character of the organization, COMMUNITY CAREER RESOURCE CENTER will immediately refer the individual to the Department for an alternative provider.
18. Neither COMMUNITY CAREER RESOURCE 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. COMMUNITY CAREER RESOURCE CENTER will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.
20. COMMUNITY CAREER RESOURCE 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 COMMUNITY CAREER RESOURCE 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, COMMUNITY CAREER RESOURCE CENTER may be asked to return equipment and other fixed assets to the Department.
24. COMMUNITY CAREER RESOURCE 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. COMMUNITY CAREER RESOURCE 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. COMMUNITY CAREER RESOURCE 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. COMMUNITY CAREER RESOURCE CENTER further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar

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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. COMMUNITY CAREER RESOURCE 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. COMMUNITY CAREER RESOURCE 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. COMMUNITY CAREER RESOURCE 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. COMMUNITY CAREER RESOURCE 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. COMMUNITY CAREER RESOURCE CENTER has no outstanding findings for recovery pending or issued against it by the State of Ohio.
32. COMMUNITY CAREER RESOURCE 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, COMMUNITY CAREER RESOURCE 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. COMMUNITY CAREER RESOURCE 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**

COMMUNITY CAREER RESOURCE 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. COMMUNITY CAREER RESOURCE CENTER further covenants that in the performance of this Agreement, no person having such conflicting interest shall

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knowingly be employed by COMMUNITY CAREER RESOURCE CENTER. Any such interest, on the part of COMMUNITY CAREER RESOURCE CENTER 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 COMMUNITY CAREER RESOURCE CENTER. COMMUNITY CAREER RESOURCE CENTER shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

**B. Termination for the Convenience of COMMUNITY CAREER RESOURCE CENTER**

COMMUNITY CAREER RESOURCE CENTER may terminate this Agreement at any time by giving at least seven (7) days advance notice, in writing, to the Department. COMMUNITY CAREER RESOURCE 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, COMMUNITY CAREER RESOURCE 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 COMMUNITY CAREER RESOURCE 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 COMMUNITY CAREER RESOURCE 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, COMMUNITY CAREER RESOURCE 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.

COMMUNITY CAREER RESOURCE 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

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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
Appendix IV	Workshop Sessions
Appendix V	Jump Start Workshop Packets
Appendix VI	Monthly Invoice Format
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. (A copy of each of is available in the Department of Job and Family Services until no longer of Administrative Value).

Statement of Work  
11/01/07 – 06/30/08

**Overview:** The Jump Start Program is an intensive, 60 hour program, delivered over two weeks. It is designed to help Ohio Works First clients, who have been referred by Delaware County Job and Family Services, develop the tools and work-related skills that lead to employment.

The program will have three major focuses:

1. Assessment to provide clients information about themselves that will be important for future employment and/or training.
2. Job Search Skills to identify employment opportunities and to develop the skills necessary to secure and maintain employment.
3. Communication, teambuilding and other soft skills to achieve a better understanding of themselves and how they relate to others in the workplace.

**Process and Interface with DCJFS.** Clients will be referred by the Delaware County Department of Jobs and Family Services (DCJFS) and will be expected to participate in all 10 sessions. All sessions will be held by the Community Career Resource Center at the Delaware Area Career Center, South Campus. If childcare and transportation are needed for participation, DCJFS will assist in making arrangements so clients are able to participate. All participants will attend the Jump Start Program as a group starting on a Monday and ending 10 days later on a Friday.

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

RESOLUTION NO. 07-1528

**IN THE MATTER OF CONGRATULATING THE BIG WALNUT FOOTBALL TEAM FOR WINNING DELAWARE COUNTY’S FIRST-EVER OHSAA FOOTBALL CHAMPIONSHIP AND COMMENDING THE TEAM AND ITS SUPPORTERS FOR AN EXCITING SEASON:**

It was moved by Mr. Jordan, seconded by Mr. Ward to approve this resolution:

WHEREAS, the Big Walnut football team recently completed a 14-1 season, becoming Ohio Capital Conference Champions and the first Delaware County school to advance to the State Semi-Finals; and

WHEREAS, the team subsequently culminated the season on November 30, 2007, by capturing the Division III State Championship with a 17-10 victory over Licking Valley at Fawcett Stadium in Canton, Ohio; and

WHEREAS, the entire team merits recognition for the hard work and dedication required to achieve this accomplishment; and

WHEREAS, Head Coach Scott Wetzel and his staff, including coaches, trainers, and managers, deserve recognition for the outstanding job they did in coaching these young men; and

WHEREAS, the families of the players, students, and faculty of Big Walnut High School, and all of the supporters of Big Walnut High School, are to be congratulated for their commitment to, and pride in, the football program at Big Walnut High School.

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

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Section 1. Congratulates the Big Walnut football team for winning the Division III State Football Championship.

Section 2. Recognizes the achievements of all of the players, coaches, and support staff who were instrumental in helping Big Walnut High School win the Division III football championship.

Section 3. Respectfully requests that a signed copy of this resolution be transmitted to Big Walnut High School for appropriate display.

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

RESOLUTION NO. 07-1529

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE DELAWARE GENERAL HEALTH DISTRICT FOR THE IT TAKES TWO PROGRAM SERVICES :

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

2007-2008 CONTRACT  
FOR THE PURCHASE OF SERVICES AND PROGRAMS (IT TAKES TWO)  
BETWEEN THE DELAWARE COUNTY  
DEPARTMENT OF JOB AND FAMILY SERVICES  
AND  
DELAWARE GENERAL HEALTH DISTRICT

This Contract is entered into this 1<sup>st</sup> day of November, 2007 by and between the Delaware County Department of Job and Family Services (hereinafter, “DCDJFS”), whose address is 140 North Sandusky Street, 2<sup>nd</sup> Floor, Delaware, Ohio 43015, the Delaware County Board of County Commissioners (hereinafter, “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Delaware General Health District (hereinafter, “Health District”) whose address is 1 and 3 West Winter Street, Delaware, Ohio 43015 (hereinafter collectively, the “Parties”).

PRELIMINARY STATEMENTS

WHEREAS, the Health District operates the It Takes Two teen pregnancy prevention program (“It Takes Two.”) which provides programs and services to prevent teen pregnancy in Delaware County, Ohio.

WHEREAS, DCDJFS has accepted federal TANF funds for state fiscal year 2008 (“SFY 2008”) to provide programs and services to assist and mentor teenage mothers and needs to provide such services or contract out for services; and,

WHEREAS, the Health District is willing to provide such services or contract out for services; and,

WHEREAS, the Health District is willing to provide those services at an agreed-upon price.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

1. PURPOSE OF CONTRACT:

The purpose of this Contract is to state the covenants and conditions under which the Health District shall provide and operate the It Takes Two Program. In such capacity, the Health District shall provide services and programs to individuals eligible to receive services and/or programming through the It Takes Two Program in Delaware County, Ohio. Such services and programs are detailed in Appendix I (Statement of Work to be Performed/Proposal 2007 dated June 25, 2007) attached hereto and by this reference fully incorporated into and made a part of this Contract (hereinafter “Appendix I”).

2. TERM:

This Agreement shall be effective November 1, 2007 through June 30, 2008.

3. SCOPE OF SERVICES/DELIVERABLES:

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

4. FINANCIAL AGREEMENT:

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**A. PAYMENT PROCEDURES:**

- 1.
2. The DCDJFS shall reimburse the Health District for services actually provided hereunder, as described above and in Appendix I.
- 3.
4. To receive such reimbursement, the Health District shall submit to DCDJFS proper monthly/quarterly invoices for services actually performed. The Health District shall provide to DCDJFS and such monthly/quarterly invoices shall include documentation satisfactory to DCDJFS of services actually performed. Such reimbursement shall be paid by DCDJFS to the Health District within 30 days of receipt by DCDJFS of such proper monthly/quarterly invoices and accompanying documentation.

**B. MAXIMUM PAYMENT**

The Health District agrees to accept as full payment for services rendered in a manner satisfactory to the DCDJFS, the lesser of the following: (1) The maximum amount of Ten Thousand Dollars and No Cents (\$10,000.00) or (2) the amount of actual expenditures made by the Health District for purposes of providing the services. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of Ten Thousand Dollars and No Cents (\$10,000.00).

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

The Health District warrants that any costs incurred pursuant to this Contract will not be allowable to or included as a cost of any other federally financed program in either the current or a prior period.

**6. DUPLICATE BILLING/OVERPAYMENT:**

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

**7. INFORMATION REQUIREMENTS:**

The Health District will provide such information to DCDJFS as is necessary to meet the specific fiscal and program requirements contained in this Contract. This shall include a quarterly and year end report of services provided and outcomes achieved.

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

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

The Health District, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Contract, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, the Health District 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 Contract, regardless of who holds such records, the Health District shall contact the DCDJFS 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.

**9. INDEPENDENT FINANCIAL RECORDS:**

The Health District shall maintain independent books, records, payroll, documents, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall at all reasonable times be subject to inspection, review, and/or audit by duly authorized federal, state, local, or DCDJFS personnel.

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**10. SERVICE DELIVERY RECORDS:**

The Health District shall maintain records of services provided under this Contract. Such records shall be subject at all reasonable times to inspection, review or audit by duly authorized federal, state and/or DCDJFS personnel.

**11. RESPONSIBILITY FOR INDEPENDENT AUDIT:**

The Health District agrees, if required by the director of DCDJFS, to have conducted an independent audit of expenditures and records of service delivery associated with this Contract. The Health District is responsible for any and all costs associated with such an independent audit and shall make copies of such independent audit available to DCDJFS without cost to DCDJFS.

**12. RESPONSIBILITY OF AUDIT EXCEPTIONS:**

The Health District agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority that is in any way associated with this Contract. The Health District agrees to reimburse the DCDJFS and the Board the amount of any such audit exception.

**13. INDEPENDENT CONTRACTORS:**

The Health District shall act in performance of this Contract as an independent contractor. As an independent contractor, the Health District and/or its officers, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Board, DCDJFS, and Delaware County.

**14. PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS:** (Other than audit) The DCDJFS, the Board, and the Health District, as governmental entities/political subdivisions, lack authority to indemnify. As such, the Parties, agree to be and shall be responsible for their own actions resulting from their performance of and/or provision of services under this Contract. Therefore, the Parties agree to be individually and solely responsible for any and all claims, lawsuits, liability, losses, damages, injuries (including death), and/or related expenses that each may incur as a result of their own actions in the performance of and/or provision of services under this Agreement.

**15. TERMINATION:**

**A. Termination for the Convenience:**

The Parties may terminate this Contract at any time and for any reason by giving at least seven (7) days advance notice, in writing, to the other Parties. The Health District shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

**B. Breach or Default:**

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, the aggrieved party shall provide written notice of the breach or default to the breaching or defaulting party and permit the breaching or defaulting party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Contract may, at the election of the aggrieved party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, the Health District shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

**C. Waiver:**

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If any Party fails to perform an obligation or obligations under this Contract and such failure(s) is (are) waived by the other Parties, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by the by any Party shall be authorized in writing and signed by an authorized an Party representative.

**D. Loss of Funding**

It is understood by the Health District that availability of funds for this Contract and thus this Contract is contingent on appropriations made by the Local, State and/or Federal government. In the event that the Local, State and/or Federal reimbursement is no longer available to the DCDJFS, the

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Health District understands that changes and/or termination of this Contract will be required and necessary. Such changes and/or termination will be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by the DCDJFS.

**16. SAFEGUARDING OF CLIENT:**

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

**17. CIVIL RIGHTS:**

DCDJFS and the Health District agree that as a condition of this Contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

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

The Health District agrees as a condition of this Contract to make all services and/or programs provided pursuant to this Contract accessible to the disabled/handicapped. The Health District further agrees as a condition of this Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Agreement.

**19. FAIR HEARING:**

The DCDJFS is responsible for fulfilling responsibilities relative to It Takes Two participants appeal and state hearings in accordance with State Regulations. The Health District and its providers, agents, etc. shall be under the direction of the DCDJFS, assist in the informational gathering and support process related to the state hearing process.

**20. DRUG-FREE WORKPLACE:**

The Health District certifies and affirms that any staff, subcontractor, and/or independent contractor, including all field staff, agree to comply with all applicable state and federal laws regarding a drug-free workplace.

**21. DMA FORM STATEMENT:**

The Health District 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 Health District agrees make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Contract is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Contract and by this reference made a part of this Contract.

**22. FINDINGS FOR RECOVERY:**

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

**23. NOTICES:**

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

**Health District:**

**DCDJFS:**

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Frances M Veverka  
Delaware General Health District  
1 and 3 W. Winter Street  
Delaware, Ohio 43015

Mona Reilly  
Director  
DCDJFS  
140 N. Sandusky St., 2<sup>nd</sup> Floor  
Delaware, Ohio 43015

24. PUBLICITY:

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

25. GOVERNING LAW:

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

26. SEVERABILITY:

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

27. ENTIRE AGREEMENT:

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

28. SIGNATURES:

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

29. EFFECT OF SIGNATURE:

The signatures of the Parties below indicate that the signers and the entities that they represent agree to be bound by all the terms and conditions of this Contract.

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

RESOLUTION NO. 07-1530

IN THE MATTER OF AMENDING THE CONTRACT BETWEEN THE DELAWARE COUNTY  
DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND  
THE DELAWARE CAB COMPANY:

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

Delaware Cab Company

AMENDMENT TO DELAWARE CAB CONTRACT  
AMENDMENT NO. 1

This amendment, effective September 14, 2007, is to amend the Transportation Contract between the Delaware County Department of Job and Family Services and Delaware Cab Company entered into on the 4<sup>th</sup> day of October, 2007.

- f. This agreement shall strike Article 20. b. "Commercial General Liability insurance for a minimum of one million dollars (\$1,000,000.00) per occurrence with an annual aggregate of at least two million dollars (\$2,000,000.00), including coverage for subcontractors, if any are used, covering any and all work performed under this contract."

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- g. This agreement shall strike Article 20. c. “Umbrella or Excess Liability insurance (over and above Commercial General Liability) with a limit of at least two million dollars (\$2,000,000.00.).
- h. Article 20. b. will be replaced with “Provider agrees to contract for general liability insurance up to \$1,000,000 per occurrence.”

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

RESOLUTION NO. 07-1531

IN THE MATTER OF RE-APPOINTING RODD LAWRENCE AS THE DELAWARE BOARD OF COUNTY COMMISSIONERS’ REPRESENTATIVE TO THE DELAWARE COUNTY PORT AUTHORITY:

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

Whereas, The Board of Commissioners of Delaware County is responsible to make appointments from the public to various boards, councils and committees, and

Whereas, The Board of Commissioners of Delaware County shall appoint individuals to the Delaware County Port Authority. Rodd Lawrence will be re-appointed for a four-year term beginning January 1, 2008, and ending December 31, 2011;

Therefore, be it resolved that the Board of Commissioners at Delaware County, State of Ohio, re-appoint Rodd Lawrence for a term beginning January 1, 2008, ending December 31, 2011 to the Delaware County Port Authority.

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

RESOLUTION NO. 07-1532

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR OLENTANGY CROSSING EASTSIDE COMMERCIAL EXTENSION:

It was moved by Mr. Ward, seconded by Mr. Jordan to accept the sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

**Olentangy Crossing Eastside Commercial Extension** 608 feet of 8-inch sewer      2 manholes

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

RESOLUTION NO. 07-1533

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR HIDDEN CREEK SECTION 1:

It was moved by Mr. Ward, seconded by Mr. Jordan to accept the following Sanitary Subdivider’s Agreement:

Hidden Creek Section 1

SUBDIVIDER'S AGREEMENT  
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 10<sup>th</sup> day of December 2007, by and between HIDDEN CREEK ESTATES LLC, as evidenced by the HIDDEN CREEK SECTION 1 Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$53,100.00, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 18 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$132,030.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.

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The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be replaced by the SUBDIVIDER, when in the opinion of the COUNTY, his performance is deemed inadequate.

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

**SANITARY SEWER CONSTRUCTION**

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$15,800.00, estimated to be necessary to pay the cost of plan review and inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall subtract from the above sum an amount equal to three and one-half percent (3½%) of the construction cost of the IMPROVEMENTS for plan review. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$75.00  
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover a re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION:**

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required, "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.

The SUBDIVIDER shall within thirty (30) days of completion of construction, furnish to the COUNTY an itemized statement showing the cost of IMPROVEMENTS and an Affidavit that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

Should the SUBDIVIDER become unable to carry out the provisions of this AGREEMENT, the

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SUBDIVIDER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this AGREEMENT.

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

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

RESOLUTION NO. 07-1534

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Recommendation to promote John Feightner to the Chemist position at OECC, effective December 12<sup>th</sup> 2007.

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

RESOLUTION NO. 07-1535

RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF AUTOMOBILE FOR THE USE OF THE COUNTY COMMISSIONERS; ANY COUNTY DEPARTMENT, BOARD, COMMISSION, OFFICE OR AGENCY; OR ANY ELECTED COUNTY OFFICIAL OR HIS OR HER EMPLOYEES:

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

WHEREAS;            the Board of County Commissioners of Delaware County, Ohio are required by Ohio Revised Code §307.41, to find, by resolution of necessity, that it is necessary to expend County monies for the purchase or lease of a new automobile to be used by the County Commissioners, by any County department, board, commission, office or agency, or by any elected County official or his or her employees, and

WHEREAS;            the Board of County Commissioners of Delaware, County, Ohio has before it a request from the Department of Environmental Services to expend County monies for the purchase of a pre-owned 1999 Freightliner truck from the Bellefontaine Truck and Trailer Sales in Bellefontaine, OH ; and

WHEREAS;            the Board of County Commissioners have legally appropriated monies from the proper fund for the acquisition of vehicles

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

- Section 1.            That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that a necessity exists to purchase a pre - owned truck for biosolids hauling for use by the Division of Environmental Services.
- Section 2.            That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that this truck is an addition to the haul truck currently in use.
- Section 3.            That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the make and model of such vehicle is a 1999 Freightliner model FLD112 with the installation of a hydraulic line at a total cost of \$18,440.00.
- Section 4.            That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the purchase of said vehicle will be in conformity with the public bidding requirements of Ohio Revised Code §§307.86 through 307.92.
- Section 5.            The Board of County Commissioners does hereby approve a purchase order request for \$18,440.00 to the Bellefontaine Truck and Trailer Sales for the Freightliner FLD112 with installation of a hydraulic line.

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