

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 5, 2008

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

Mr. Joe Warren spoke to the Commissioners  
(Complete Record On The Official Cd Minutes)

RESOLUTION NO. 08-659

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 2, 2008 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the resolutions and records of the proceedings from regular meeting held June 2, 2008 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. 08-660

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0604:

It was moved by Mr. Evans, seconded by Mr. Ward to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0604, 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>			
Physio Control Inc.	Annual Maintenance Agreement	10011303-5325	\$ 12,905.00
OH Public Defender	State Pd. Raytone Wilson	10011202-5301	\$ 14,065.74
Marion Industrial Electrical Supply	Rewind 300 HP Electric Motor	66290402-5328	\$ 7,290.00
Dell Marketing LP	Service	22411605-5328	\$ 5,294.90
<b>Increases</b>			
Kindercare Neverland	Day Care	22511607-5348	\$ 5,000.00
Kindercare Neverland	Day Care	22411610-5348	\$ 90,000.00
Noah's Ark Harrison	Day Care	22411610-5348	\$ 10,000.00
La Petite Summitview	Day Care	22411610-5348	\$ 20,000.00
La Petite E. Walnut St.	Day Care	22411610-5348	\$ 20,000.00
Kindercare Sawmill	Day Care	22411610-5348	\$ 7,000.00
Kiddie Academy of Lewis Center	Day Care	22411610-5348	\$ 50,000.00
Child Care Unlimited	Day Care	22411610-5348	\$ 20,000.00
Adventure Academy	Day Care	22411610-5348	\$ 30,000.00
Donna Teegarden	Day Care	22411610-5348	\$ 10,000.00
Arleen Sunkle	Day Care	22411610-5348	\$ 10,000.00
Samantha Ortiz	Day Care	22411610-5348	\$ 5,000.00
Kathy McKee	Day Care	22411610-5348	\$ 5,000.00
Nancy Lucas	Day Care	22411610-5348	\$ 25,000.00
Brianna Kinniard	Day Care	22411610-5348	\$ 3,500.00
Squire, Sanders & Dempsey	Legal Service	21011113-5361	\$ 8,510.00
<b>Vouchers</b>			
Todays Learning Child	Day Care	22411610-5348	\$ 12,351.92
Todays Learning Child	Day Care	22511607-5348	\$ 1,590.00
Ameritas Group Dental	May Premiums for June Invoice	75010903-5370	\$ 21,972.80
Buckeye Valley LSD	Day Care	22411610-5348	\$ 5,344.76
Buckeye Valley LSD	Day Care	22411610-5348	\$ 5,344.76
DATA	Client Transportation	22411601-5355	\$ 5,559.89
DATA	Client Transportation	22511607-5355	\$ 15.00
Pitney Bowes	Postage for Mailroom	10011105-5331	\$ 20,000.00
ITT Flygt Corp.	Equipment Parts for Peachblow	66290411-5270	\$ 7,970.40
<b>Memo Transfers</b>			
<b>From</b>	<b>TO</b>		
22411605-5380	10011101-4231	May 2008	\$ 29,628.25
Job and Family	Commissioners	Indirect Cost	
22411605-5380	10011101-4231	June 2008	\$ 29,628.25
Job and Family	Commissioners	Indirect Cost	

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

RESOLUTION NO. 08-661

**IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE DELAWARE EDUCATION SERVICE CENTER FOR CONTRACTED SERVICES FOR PROGRAM PARTICIPANTS IN SUPER CAMP:**

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

**AGREEMENT**

This Agreement is entered into by and between Delaware County Department of Job and Family Services (hereinafter, “Department”), the Delaware County Board of Commissioners (hereinafter, “County”), and Delaware Union Education Service Center, “DUESC”)(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 DUESC is willing to provide services, or contract out for services, and DUESC 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.

“DUESC” means Delaware Union Education Service Center

“County” means Delaware County Board of Commissioners

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

“Parties” means DUESC, County and Department collectively

“TANF” means Temporary Assistance For Needy Families

B. Purpose of Agreement

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

C. Obligations of DUESC

DUESC 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.

DUESC 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 DUESC’s performance in the delivery of services specified in the statement of work appearing as Appendix I and subject to the approved

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budget appearing as Appendix II attached. Payment shall be made upon presentation of a proper request for reimbursement by DUESC 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.

DUESC 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**

DUESC 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 \$ 52,000.00 or (2) the amount of cash expenditures made by DUESC 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 \$ 52,000.00.

**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, DUESC 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 DUESC to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Agreement.

DUESC, 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, DUESC 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, DUESC 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 05/01/08 or upon execution by the Department, whichever is later. The services of DUESC 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**

DUESC 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**

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A. DUESC understands and agrees that it is an independent contractor.

B. To the fullest extent of the law, DUESC 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 DUESC's performance of this Agreement. DUESC 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 DUESC'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. DUESC 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. DUESC 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 DUESC or any employee, agent or representative of DUESC.

#### **ARTICLE VIII MAINTENANCE OF EFFORT**

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

DUESC 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. DUESC 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**

DUESC assures and certifies that:

1. DUESC 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 DUESC'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 DUESC 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. DUESC 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.

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5. DUESC 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 DUESC partnership with the Delaware County Job Network.
7. DUESC recognizes its responsibility for and agrees to assume full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by DUESC.
8. DUESC recognizes and accepts its responsibility to maintain easily accessible and auditable financial and programmatic records.
9. DUESC 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. DUESC 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. DUESC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. DUESC 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. DUESC will, in all solicitation or advertisements for employees placed by or on behalf of DUESC, 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. DUESC 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. DUESC 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 DUESC. If any participant objects to the religious character of the organization, DUESC will immediately refer the individual to the Department for an alternative provider.
18. Neither DUESC 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. DUESC will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.
20. DUESC 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

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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 DUESC 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, DUESC may be asked to return equipment and other fixed assets to the Department.
24. DUESC 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. DUESC 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. DUESC 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. DUESC 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. DUESC 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. DUESC 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.C. 1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any federal award will be disclosed.
29. DUESC will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 USC 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. DUESC 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. DUESC has no outstanding findings for recovery pending or issued against it by the State of Ohio.
32. DUESC 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, DUESC 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.

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Such certification is attached to this Agreement and by this reference made a part of this Agreement.

33. DUESC 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 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.

#### ARTICLE XI CONFLICT OF INTEREST

DUESC covenants that, to the best of its knowledge, no person under its employment, 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. DUESC further covenants that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by DUESC. Any such interest, on the part of DUESC 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 DUESC. DUESC shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

##### B. Termination for the Convenience of DUESC

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

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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.

DUESC 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
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.

**Appendix I**  
**Statement of Work**  
**05/01/08 thru 06/30/08**

Narrative

Delaware County is committed to responding to the challenge of adolescent pregnancy prevention.

This program is designed to further enhance the ability of a young person to succeed through the prevention and reduction of out-of-wedlock births through social, character and leadership skill development and by assisting them in reaching their potential and develop strong self-esteem through social , emotional and physical development.

DUESC, on behalf of Delaware County Department of Job and Family Services, and in collaboration with Quantum Learning Network and Ohio Dominican University will coordinate Quantum Learning’s world renowned learning and life skills summer program for students – SuperStart.

The curriculum will be selected from the SuperStart academic and life skills courses, customized specifically for our students, and offered for Delaware County students entering 7<sup>th</sup> through 9<sup>th</sup> grades and any returning student who are now in the 10<sup>th</sup> grade. Programs are tailored for the grade levels and ages of the students in attendance. Large and small group activities provide hands on, experiential learning opportunities that support greater comprehension and learning.

Led by expert SuperStart facilitators, this program is not only fun and high energy, it is also designed to lay the foundation for our students to succeed through the mastery of learning and life skills, empowering them to become lifelong learners.

**As a result of this program our students will:**

- ⇒ Gain powerful learning skills that can be applied to any subject including math and science.
- ⇒ Develop study, test preparation and test taking skills.



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- ⇒ Discover their personal learning styles/ primary brain modalities and how to study in ways that support their primary modality.
- ⇒ Develop time management and organization skills.
- ⇒ Learn vocabulary and memory skills.
- ⇒ Gain new tools for reading with greater comprehension and speed.
- ⇒ Develop positive communication skills and learn how to build successful relationships with peers, teachers, and family.
- ⇒ Learn how to set and achieve short and long-term goals.
- ⇒ Learn how to be responsible and take ownership for their choices.
- ⇒ Build a basic foundation for personal effectiveness and character development through the 8 Keys of Excellence.

Studies Show After Quantum Learning for Students that students will

68%	increase motivation
73%	improve grades
81%	develop more self-confidence
84%	increase self-esteem
98%	continue to use their skills

Services

The Superstart Camp will be a resident camp lead by Quantum Learning Network conducted on the The Ohio Dominican University University.

The camp will run from 3:00pm, June 22, 2008 thru 8:30pm, June 26, 2008.

Attendance will be limited to the first 65 youth who register.

Outreach and recruitment will be conducted jointly by the Department and DUESC. The Department will identify youth of families participating in the Ohio Works First Program and at risk youth of families working with Children’s Services case workers. DUESC will work with county school system middle school counselors to identify at risk youth or youth who are participating in the school lunch program.

Priority for available camp slots will be given to Department referrals thru May 9, 2008 inclusive.

Private pay participants not referred by the Department or referred by a school counselor will be eligible for enrollment on a space available basis for a cost of \$ 150/student.

With the exception of outreach to Department referrals, DUESC will be responsible for coordinating all aspects of the SuperStart camp.

Invoicing

DUESC will invoice the Department not later than June 30, 2008 for all program costs.

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

RESOLUTION NO. 08-662

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE COUNCIL FOR OLDER ADULTS FOR ADULT PROTECTIVE SERVICE:

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

CONTRACT FOR SERVICES  
BY AND BETWEEN  
DELAWARE COUNTY DEPT. OF JOBS & FAMILY SERVICES  
AND COUNCIL FOR OLDER ADULTS

THIS AGREEMENT is entered into this 1st day of June 2008 by and between Delaware County Dept. of Job & Family Services (DJFS), 149 N. Sandusky St., Delaware, Ohio 43015 and Council for Older Adults (COA), 800 Cheshire Road, Delaware, Ohio 43015.

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THIS AGREEMENT shall be effective from June 1, 2008 through June 30, 2009.

WHEREAS, the DJFS is required to provide Adult Protective Services to any person sixty years of age or older, as identified in and pursuant to Ohio Administrative Code Section 5101:2-20-01; and

WHEREAS, it is the desire of the DJFS to employ the individual who will perform the department's duties as they relate to (1) investigating complaints of suspected abuse, neglect and/or exploitation, and, (2) pursuing legal action, when appropriate, resulting from the abuse, neglect and/or exploitation; and

WHEREAS, the COA has proven its ability to recognize and understand the special needs of senior citizens and to provide services to senior citizens in Delaware County; and

WHEREAS, the COA has agreed to provide the office space, supplies, equipment and facilities for the DJFS employee who will fulfill the duties related to investigations and provision of Adult Protective Services on behalf of the DJFS.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

A. COA agrees to:

1. Provide office space, desk, telephone, computer, supplies and other necessary equipment to the DJFS employee.
2. Provide additional designated staff to assist in the investigations and other adult protective services duties, when necessary.
3. Provide or arrange for the provision of protective services, which may include, but are not necessarily limited to, case work services, medical care, mental health and psychological services, legal services, fiscal management, home health care, homemaker services, housing-related services, guardianship services, and placement services, as well as the provision of such commodities as food, clothing and shelter through existing service programs.
4. Provide community education and training regarding the dynamics, symptoms and reporting procedures of abuse neglect and exploitation to the community to increase awareness and knowledge of making reports.
5. Provide DJFS personnel access to all information pertinent to Adult Protective Services being rendered by DJFS including, but not limited to the progress of ongoing services, assessments and completed investigations.
6. Reimburse DJFS for expenses for employee above and beyond the current level of funding, which is \$46,900.
8. Providers, agents and employees of COA will act in performance of this Contract as an independent contractor, and not as officers, employees or agents of the State of Ohio, DJFS or Delaware County.

B. DJFS agrees to:

1. Employ a full-tie qualified individual to perform all duties of Adult Protective Services, pursuant to Ohio Revised Code 5101.60-5101.72 and provide all relevant benefits, support, performance evaluations, etc. of said employee.
2. Station Loan said employee at to COA for the purpose of performing the duties of Adult Protective Services.
3. Receive all initial calls or referrals for Adult Protective Services and forward immediately to designated employee at COA via fax. DJFS agrees to provide 24 hour a day, 7 day a week emergency coverage for Adult Protective services referral under the same procedures currently utilized through the Child Protective Services Division of DJFS. Any referral received outside the normal work hours (8:00 a.m. to 4:30 p.m. Monday through Friday) that is considered to be of an emergency nature will be responded to by DJFS. Any referral received outside the normal work hours which is considered a non-emergency referral will be forwarded by the DJFS to the designated employee at COA by the next business day.
4. Serve as the lead agency for clinical decisions related to the investigation of referrals of suspected abuse, exploitation or neglect and the need for adult protective services intervention.
5. To report actual expenses to COA on a quarterly basis within 30 days of the end of each quarter.

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6. To apply for additional funding as made available for Adult Protective Services and use those funds to offset the amount paid by COA.
7. Maintain, at a minimum, during the term of this Contract, Bodily Injury and Property Damage Liability Insurance under a standard Comprehensive General/Automobile Liability Policy, which shall provide and include coverage, in an amount no less than \$100,000/\$300,000/\$100,000, on all Owned Automobiles and Non-Owned and Hired Automobiles, as well as Worker’s Compensation Insurance covering all personnel and covering all sites subject to this contract.
8. Indemnify, defend and save harmless, for the period of this Contract, the COA and the Board of Delaware County Commissioners against any and all liability, loss, damage and/or related expenses incurred through the provision of services under this Contract, with the sole exception of gross negligence or willful or intentional conduct by COA or Delaware County officers, elected officials and employees.
9. Inform COA of any Adult Protective Services training opportunities provided by the Ohio Department of Job and Family Services.
10. Provide COA with any and all information received regarding State and/or Ohio Department of Job and Family Services laws and regulations concerning the provision of Adult Protective Services.
11. Provide Advance to COA on a quarterly basis no less than one fourth of the total amount as specified in the attached amendment contingent upon the continuation of state and local funding an invoice detailing expenditures and invoicing COA’s portion to be reimbursed to Job and Family Services..
- C. In addition to the above, DJFS and COA jointly agree to the following:
1. Will jointly provide for the investigation of referrals of suspected abuse, exploitation or neglect, evaluate the need for, and, when appropriate, make every effort to provide or arrange for the provision of protective services, pursuant to OAC Section 5101:2-20-01.
2. Will jointly interview applicants and select the final candidate for employment for the Adult Protective Services position.
3. There will be no discrimination against any client, applicant or employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VII of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that all applicable 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.
3. The County Prosecutor’s office will represent DJFS in Probate Court, as needed, with regard to petitioning the court for the provision of protective services. COA will provide competent expert witness testimony as needed for these purposes. COA acknowledges that the Delaware County Prosecutor’s office does not represent COA, nor can it give legal advice to COA on matters outside the scope of COA’s role with regard to this Contract. All legal documents, including petitions presented to the court shall be jointly signed by representatives of COA and DJFS.
4. Jointly COA and DJFS will work cooperatively together and participate and agree to adhere to current established policy and subsequent revisions as suggested by the Adult Protective Services Advisory Committee, with final approval by both COA and DJFS.
5. Jointly COA and DJFS will provide clinical supervision and support to employees of both related to reviewing actions related to the provision of Adult Protective Services.
6. This Contract will terminate upon fifteen (15) days written notice if either party fails to perform the duties as defined by this agreement. Further, this contract may be terminated by either party upon sixty (60) days written notice, without cause or liability.

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

**RESOLUTION NO. 08-663**

**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 THE BAIR FOUNDATION:**

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

**The Bair Foundation**

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AMENDMENT TO CONTRACT  
For  
Child Placement and Related Services

AMENDMENT NO. 1

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

- I. Article IV. Reimbursement for Placement Services: Changes the amount reimbursable under the contract from \$10,000.00 to \$20,000.00.

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

RESOLUTION NO. 08-664

**A RESOLUTION AUTHORIZING THE USE OF DELAWARE COUNTY DEVELOPMENT PROJECT FUNDS TO ASSIST THE VILLAGE OF SUNBURY WITH THE CONSTRUCTION OF PUBLIC ROADWAY / INFRASTRUCTURE IMPROVEMENTS WITH THE PROPOSED SUNBURY KROGER SHOPPING CENTER PROJECT:**

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

WHEREAS, the Delaware County Board of Commissioners have established the Delaware County Development Projects fund to facilitate and encourage the development of real property, investment in personal property, and job creation within the County; and

WHEREAS, the Delaware County Board of Commissioners authorize the use of the Delaware County Revolving Loan Fund (RLF) in an amount of \$500,000 on Resolution No. 07-1092 to assist the Kroger Shopping Center Project with the cost of off-site infrastructure in support of said project, and

WHEREAS, The Kroger Company desires to construct and own a 74,500 square foot store to be located along US 36/SR 37 /SR 3 in the Village of Sunbury which will result in the creation of 153 new jobs, of which a minimum of 51% or 78 jobs must be provided to qualifying low-moderate income (LMI) individuals; and

WHEREAS, additional assistance from the County in the amount of \$50,000 is required for the construction of off-site public infrastructure improvements to the proposed Kroger Shopping Center Project, and

WHEREAS, such assistance for public infrastructure in support of an economic development project creating significant numbers of new LMI jobs is considered a National Objective under the CDBG Program, and

WHEREAS, after reviewing the proposed project, the Board of County Commissioners have determined that said project would result in substantial new investment and job creation in Delaware County, and as a result, is eligible to receive grant funding from the Delaware County Development Project fund to facilitate said project.

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

Section 1. That the Delaware County Board of Commissioners authorize the use of the Delaware Development Fund in an amount not to exceed \$50,000 to assist the Kroger Shopping Center Project with the cost of off-site infrastructure in support of said project in the Village of Sunbury.

SECTION 2. That this Resolution shall take effect and be in force immediately after its passage.

**Further be it resolved that the Commissioners approve the following Supplemental Appropriation:**

40811414-5365      Delaware County Development Fund                      \$50,000.00

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

RESOLUTION NO. 08-665

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

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn into Executive Session at 10:05AM.

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Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Aye
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RESOLUTION NO. 08-666

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mr. Evans to adjourn out of Executive Session at 10:45AM.

Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Aye
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There being no further business the meeting adjourned.

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Glenn A. Evans

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Kristopher W. Jordan

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James D. Ward

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Letha George, Clerk to the Commissioners