

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 7, 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

- 7:30 PM Final Hearing By The Commissioners For The Harvest Wind Sections 1 And 2 Subdivision Ditch Maintenance Project
- 8:00 PM Final Hearing By The Commissioners For The Canterbury Sections 1 & 2 Subdivision Ditch Maintenance Project

PUBLIC COMMENT

Neil J. Neidhardt turned in an application for the opening on the Delaware Morrow Mental Health and Recovery Services Board

RESOLUTION NO. 08-789

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 3, 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 July 3, 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. 08-790

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0703:

It was moved by Mr. Evans, seconded by Mr. Ward to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0703, and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO’S</b>			
Atrium Personnel	Interim Staff	22411601-5342	\$ 8,000.00
Methodist Childrens Home	Residential treatment	22511607-5342	\$ 20,000.00
Richmeier Therapeutic Home	Residential treatment	22511607-5342	\$ 22,000.00
Presbyterian Child Welfare Agency	Residential treatment	22511607-5342	\$ 12,500.00
Pomegranate Health Systems	Residential treatment	22511607-5342	\$ 180,000.00
Pomegranate Health Systems	Residential treatment	22511607-5342	\$ 180,000.00
LHS Family & Youth Srvcs. Inc.	Residential treatment	22511607-5342	\$ 90,000.00
Kokomo Academy	Residential treatment	22511607-5342	\$ 17,500.00
House of Hope for Alcoholics Inc.	Residential treatment	22511607-5342	\$ 25,000.00
Cornell Abraxas Group Inc.	Residential treatment	22511607-5342	\$ 10,000.00
Childrens Hospt. Medical Cntr.	Residential treatment	22511607-5342	\$ 7,500.00
Bridgeway Home Inc.	Residential treatment	22511607-5342	\$ 22,000.00
Bellefaire Jewish Childrens Bureau	Residential treatment	22511607-5342	\$ 25,000.00
Beech Brook	Residential treatment	22511607-5342	\$ 30,000.00
<b>Increases</b>			
ODJFS	Unemployment	10011108-5370	\$ 10,000.00
<b>Vouchers</b>			
Beems BP Distribution Inc.	Gas/Service Center	10011106-5228	\$ 28,536.96
Livingston Micrographics	Replacement UV Bulbs	66290402-5270	\$ 2,811.95
Livingston Micrographics	Replacement UV Bulbs	66290302-5270	\$ 2,811.95
Siemens	Bioxide/Various Pump Sta.	66290407-5290	\$ 16,087.50
Marion Industrial	Elect. Motor/Sludge Blower	66290402-5328	\$ 6,850.00
AEP	Service/Various Co. Locations	66290302-5338	\$ 33,606.46
AEP	Service/Various Co. Locations	66291002-5338	\$ 36,549.32
JWC Environmental	Muffin Monster - Alum Creek	66690402-5450	\$ 48,953.00
Big Walnut Historical Society	Bicentennial Grant	10011102-5601	\$ 5,000.00

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

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 7, 2008

RESOLUTION NO. 08 -791

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Environmental Services Department is requesting that John Moss attend Flygt Training for Pumps in Milford, Ohio May 8, 2008, at the cost of \$79.20.

The Engineer’s Office is requesting that Pat Blayney and Brett Bergefurd attend A 20 Rules for Public Contracting Service Seminar in Columbus, Ohio July 10, 2008, at the cost of \$80.00.

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

RESOLUTION NO. 08-792

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS AS LISTED:

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

BASIC RATES

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

Hourly: Paid after 60 hours

Part-time Week for Center and Type A Providers: 8 hours to 24.9 hours

Hourly Paid for .1 hour to 7.9 hours

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

Hourly: Paid after 50 hours

Part-time Week for Home Providers: 8 hours to 24.9 hours

Hourly Paid for .1 hour to 7.9 hours

Child Care Provider		Full	Part Time	Hourly
LaPetite Academy 7135 Sawmill Road Dublin, Ohio 43016	Infant	\$213.90	\$ 157.15	\$ 8.76
	Toddler	\$187.40	\$ 132.80	\$ 8.15
	Preschool	\$159.44	\$ 102.58	\$ 5.84
	School age	\$106.58	\$ 78.32	\$ 5.47
	Before and After	\$106.58	\$ 78.32	\$ 5.47
	Before and After	\$ 92.00	\$ 78.32	\$ 5.47
	Summer School	\$153.80	\$ 104.31	\$ 6.40
LilTykes Learning Childcare 943.E. 5 <sup>th</sup> Street Marysville, Ohio 43040	Infant	\$169.90	\$ 130.00	\$ 8.00
	Toddler	\$149.42	\$ 108.70	\$ 6.00
	Preschool	\$133.89	\$ 94.80	\$ 5.00
	School age	\$102.38	\$ 71.99	\$ 5.00
	Summer School	\$122.30	\$ 88.24	\$ 5.39
Briar Rose Children’s Center 636 Chase Rd., Columbus, Oh 43214	Preschool	\$159.44	\$ 102.58	\$ 5.84
	School age	\$106.58	\$ 78.32	\$ 5.47
	Summer School	\$153.80	\$ 104.31	\$ 6.40

(A copy of each of these contacts is available in the Commissioners’ Office until no longer of Administrative Value).

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

RESOLUTION NO. 08-793

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 PARTICIPANTS IN THE JUMP START

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 7, 2008**

---

**PROGRAM FOR PRE EMPLOYMENT SKILLS TRAINING:**

It was moved by Mr. Evans, seconded by Mr. Ward 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, "CCRC")(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 CCRC is willing to provide services, or contract out for services, and CCRC 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.

"CCRC" 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 CCRC, 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 CCRC will provide a program in Delaware County for enrolled participants meeting required outcome performance standards.

**C. Obligations of CCRC**

CCRC 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.

CCRC 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 CCRC'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 CCRC 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.

CCRC 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.

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 7, 2008**

---

**B. Maximum Compensation**

CCRC 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 \$ 134,982.00 or (2) the amount of cash expenditures made by CCRC 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 \$ 134,982.00.

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

CCRC, 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, CCRC 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, CCRC 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 07/01/08 or upon execution by the Department, whichever is later. The services of CCRC are to commence immediately and all costs allowable under the contract shall be incurred no later than, 06/30/09.

**ARTICLE VI BONDING AND INSURANCE**

CCRC 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.** CCRC understands and agrees that it is an independent contractor.

**B.** To the fullest extent of the law, CCRC 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 CCRC's performance of this Agreement. CCRC 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 CCRC's performance

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 7, 2008**

---

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. CCRC 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. CCRC 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 CCRC or any employee, agent or representative of CCRC.

**ARTICLE VIII MAINTENANCE OF EFFORT**

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

CCRC 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. CCRC 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**

CCRC assures and certifies that:

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

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 7, 2008**

---

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

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 7, 2008**

---

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

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 7, 2008

---

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

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

B. Termination for the Convenience of CCRC

CCRC may terminate this Agreement at any time by giving at least seven (7) days advance notice, in writing, to the Department. CCRC shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

C. Breach or Default of Contract: Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the an aggrieved party shall provide written notice of the breach or default to the breaching or defaulting party and permit the breaching or defaulting party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, CCRC 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 CCRC 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 CCRC 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, CCRC 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.

CCRC 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

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 7, 2008

and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

ARTICLE XIII GOVERNING LAW

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

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

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

Appendix I	Statement of Work to be Performed/Proposal
Appendix II	Budget
Appendix III	Forms
Appendix IV	Jump Start Schedule and Services
Appendix V	Jump Start Workshop Packets
Appendix VI	Monthly Update Format
Certification/Affidavit	Compliance with O.R.C. Section 3517.13
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**  
**070108 thru 063009**

**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.

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

**RESOLUTION NO. 08-794**

**IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND JOBS FOR OHIO’S GRADUATES -DELAWARE FOR CONTRACTED SERVICES FOR PROGRAM PARTICIPANTS:**

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 JOBS FOR OHIO’S GRADUATES-DELAWARE, “JOBS FOR OHIO’S GRADUATES-DELAWARE”)(collectively, the “Parties”).

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

WHEREAS, the County has accepted state funds and needs to provide services, or contract out for services, and JOBS FOR OHIO’S GRADUATES-DELAWARE is willing to provide services, or contract out for services, and JOBS FOR OHIO’S GRADUATES-DELAWARE is willing to provide those services at an agreed-upon price, the Parties mutually agree to the following:

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 7, 2008**

---

**ARTICLE I DEFINITIONS, PURPOSE, OBLIGATIONS**

**A. Definitions**

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

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

“County” means Delaware County Board of Commissioners

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

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

“WIA” means Workforce Investment Act

**B. Purpose of Agreement**

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

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

JOBS FOR OHIO’S GRADUATES-DELAWARE agrees to operate a program, described in detail in Appendix I, in accordance with Federal, State and local laws, ordinances, regulations and/or guidelines and any additions, deletions or amendments thereto.

JOBS FOR OHIO’S GRADUATES-DELAWARE shall not perform in any way inconsistent with the terms of this Agreement except as approved, in writing, by the Department. Adjustments in the services to be provided under Appendix I, attached, may not be made without prior approval of the Department.

**ARTICLE II STATEMENT OF WORK TO BE PERFORMED/PROPOSAL**

Appears in Appendix I.

**ARTICLE III COMPENSATION AND METHOD OF PAYMENT/BUDGET**

**A. Reimbursement**

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

JOBS FOR OHIO’S GRADUATES-DELAWARE shall provide an invoice to the Department, no later than 30 days past the service month. This invoice shall adhere to the guidelines communicated by the Department and shall include names of individuals served, service provided or requested that month, and number of new clients with services rendered.

**B. Maximum Compensation**

JOBS FOR OHIO’S GRADUATES-DELAWARE agrees to accept as full payment for services rendered in a manner satisfactory to the Department, the less of the following: (1) The maximum amount \$ 199,950 or (2) the amount of cash expenditures made by JOBS FOR OHIO’S GRADUATES-DELAWARE for purposes of carrying out the services stated herein. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of \$ 199,950.

**ARTICLE IV ACCESS TO AND RETENTION OF RECORDS**

At any time, during regular business hours, with reasonable notice and as often as the Department, the Comptroller General of the United States, the State, or other agency or individual authorized by the Department may deem necessary, JOBS FOR OHIO’S GRADUATES-DELAWARE shall make available to any

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 7, 2008**

---

or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Agreement. The Department and the above named parties shall be permitted by JOBS FOR OHIO'S GRADUATES-DELAWARE to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Agreement.

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

Prior to the destruction of any records related to performance of this Agreement, regardless of who holds such records, JOBS FOR OHIO'S GRADUATES-DELAWARE shall contact the Department in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

**ARTICLE V TIME OF PERFORMANCE**

This Agreement shall become effective as of 07/01/08 or upon execution by the Department, whichever is later. The services of JOBS FOR OHIO'S GRADUATES-DELAWARE are to commence immediately and all costs allowable under the contract shall be incurred no later than, 12/31/09.

**ARTICLE VI BONDING AND INSURANCE**

JOBS FOR OHIO'S GRADUATES-DELAWARE shall present current certificates of insurance prior to commencement of this Agreement, and shall maintain during the term of this Agreement, the insurance and bonds specified below:

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

**ARTICLE VII INDEPENDENT CONTRACTOR STATUS/INDEMNIFICATION**

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

B. To the fullest extent of the law, JOBS FOR OHIO'S GRADUATES-DELAWARE agrees to indemnify and hold the Department and the County and their respective officers, employees, volunteers, agents, servants and representatives free and harmless from any and all actions, claims, suits, demands, judgments, damages, losses and expenses, regardless of type or nature, actual or threatened, including but not limited to attorney's fees, costs, and expenses, arising from any accident or occurrence, intentional or unintentional, related in any manner to JOBS FOR OHIO'S GRADUATES-DELAWARE's performance of this Agreement. JOBS FOR OHIO'S GRADUATES-DELAWARE further agrees that it shall undertake to defend, at its own expense, any and all actions, claims, suits, or demands brought against the Department and/or the County and/or their respective officers, employees, volunteers, agents, servants, and/or representatives by reason of or result of JOBS FOR OHIO'S GRADUATES-DELAWARE's performance under this Agreement, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.

C. JOBS FOR OHIO'S GRADUATES-DELAWARE agrees to indemnify and hold the Department and the County and their respective officers, employees, volunteers, agents, servants and representatives free and

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 7, 2008**

---

harmless from any and all actions, claims, suits, demands, judgments, damages, losses and expenses, regardless of type or nature, actual or threatened, including but not limited to attorney's fees, costs, and expenses, arising from any wrongful disclosure of confidential information, intentional or unintentional, or any other such lawsuits or regulatory actions arising from any sharing, intentional or unintentional, of Release of Information forms with any other agency or employer.

D. JOBS FOR OHIO'S GRADUATES-DELAWARE shall assume full responsibility for and shall indemnify the Department and the County for any damage to or loss of any Department and/or County property, including but not limited to building, fixtures, furnishings, equipment, supplies, accessories and/or parts resulting in whole or part from any acts or omissions, intentional or unintentional, of JOBS FOR OHIO'S GRADUATES-DELAWARE or any employee, agent or representative of JOBS FOR OHIO'S GRADUATES-DELAWARE.

**ARTICLE VIII MAINTENANCE OF EFFORT**

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

**ARTICLE IX USE OF INFORMATION/CONFIDENTIALITY**

JOBS FOR OHIO'S GRADUATES-DELAWARE agrees that, without permission of the Department, it will not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. JOBS FOR OHIO'S GRADUATES-DELAWARE further agrees to maintain the confidentiality of all client related documents and information provided to it by the Department and will not release such information without the express written consent of the client and the Department.

**ARTICLE X ASSURANCES AND CERTIFICATIONS**

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

1. JOBS FOR OHIO'S GRADUATES-DELAWARE possesses legal authority to enter into this Agreement: a resolution, motion or similar action has been duly adopted or passed as an official act of JOBS FOR OHIO'S GRADUATES-DELAWARE's governing body, authorizing the negotiation and execution of this Agreement, including all covenants, understandings and assurances herein contained and directing and authorizing the person identified as the official representative of JOBS FOR OHIO'S GRADUATES-DELAWARE to act in connection with this Agreement and to provide such additional information as may be required by the Department.
2. All applicants to this program either staff or enrollees will be informed of their rights and responsibilities at the time of application. No person with responsibility in the operation of a program of the Department will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, sexual orientation, political affiliation, age, belief, or handicaps. Any complaint or discrimination in the operation of such programs shall be handled in a manner compliant with the policies and procedures of the Department.
3. JOBS FOR OHIO'S GRADUATES-DELAWARE will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. Appropriate standards for health and safety in work and training situations will be maintained.
5. JOBS FOR OHIO'S GRADUATES-DELAWARE shall comply with the provisions of the Delaware County Concealed Carry Policy.
6. All reports, brochures, literature and pamphlets developed through this Agreement will acknowledge the services being offered through JOBS FOR OHIO'S GRADUATES-DELAWARE partnership with the Delaware County Job Network.
7. JOBS FOR OHIO'S GRADUATES-DELAWARE recognizes its responsibility for and agrees to assume full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by JOBS FOR OHIO'S GRADUATES-DELAWARE.
8. JOBS FOR OHIO'S GRADUATES-DELAWARE recognizes and accepts its responsibility to maintain easily accessible and auditable financial and programmatic records.

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 7, 2008**

---

9. JOBS FOR OHIO'S GRADUATES-DELAWARE will submit to the Department the most recently completed financial audit of all funding sources used in the project as prepared by a Certified Public Accountant or auditor approved by the State as part of the Single Audit Act.

10. JOBS FOR OHIO'S GRADUATES-DELAWARE will submit reports showing progress towards achieving the outcomes which are specified in Appendix I, attached. It will also submit, on a timely basis, any other reports required by the State or Department.

11. All services delivered under this contract will be provided in accordance with the Department's Prevention and Retention and Contingency Policy.

12. JOBS FOR OHIO'S GRADUATES-DELAWARE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. JOBS FOR OHIO'S GRADUATES-DELAWARE will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin in accordance with this section and federal law.

13. JOBS FOR OHIO'S GRADUATES-DELAWARE will, in all solicitation or advertisements for employees placed by or on behalf of JOBS FOR OHIO'S GRADUATES-DELAWARE, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin, in accordance with this section and federal law.

14. In the hiring of employees for the performance of work under the Agreement or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Ohio Revised Code, national origin, sexual orientation, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and able to perform the work to which the contract relates.

15. No contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Ohio Revised Code, national origin, sexual orientation, or ancestry.

16. JOBS FOR OHIO'S GRADUATES-DELAWARE will comply with all provisions of the Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor and State.

17. JOBS FOR OHIO'S GRADUATES-DELAWARE agrees that it will perform the duties under this contract in compliance with section 104 of the Personal Responsibility and Work Opportunities Reconciliation Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under this agreement will be used to promote the religious character and activities of JOBS FOR OHIO'S GRADUATES-DELAWARE. If any participant objects to the religious character of the organization, JOBS FOR OHIO'S GRADUATES-DELAWARE will immediately refer the individual to the Department for an alternative provider.

18. Neither JOBS FOR OHIO'S GRADUATES-DELAWARE nor any other units planned for participation in the activities to be funded hereunder, are listed on the debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to this Agreement, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment.

19. JOBS FOR OHIO'S GRADUATES-DELAWARE will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.

20. JOBS FOR OHIO'S GRADUATES-DELAWARE agrees to comply with 42 U.S.C. Sections 1320d through 1320d-8, and implementing regulations at 45 C.F.R. Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996.

21. Claims made to the Department for payment for services do not duplicate claims made by JOBS FOR OHIO'S GRADUATES-DELAWARE to other sources of public funds for the same service. The services being agreed upon are not available on a non-reimbursable basis.

22. Nothing in this Agreement shall be interpreted to prohibit concurrent use of multiple sources of public funds to serve participants as long as the funds from this contract supplement and do not supplant existing services.

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 7, 2008**

---

23. All fixed assets purchased with funds provided through this Agreement remain the property of the Department. Upon termination of the agreement, JOBS FOR OHIO'S GRADUATES-DELAWARE may be asked to return equipment and other fixed assets to the Department.

24. JOBS FOR OHIO'S GRADUATES-DELAWARE shall not discriminate in hiring and promotion against applicants for, and participants of, the Ohio Works First Program established under Chapter 5107 of the Revised Code and the Prevention, Retention and Contingency Program established under Chapter 5108 of the Revised Code. JOBS FOR OHIO'S GRADUATES-DELAWARE further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.

25. JOBS FOR OHIO'S GRADUATES-DELAWARE agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. JOBS FOR OHIO'S GRADUATES-DELAWARE further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.

26. JOBS FOR OHIO'S GRADUATES-DELAWARE is bound by the disclosure rules of the Ohio Department of Job and Family Services; disclosure of information in a manner not authorized by the rules is a breach of the contract and a violation of Sections 5101.27 and 5101.99 of the Revised Code.

27. Services will not be provided through this contract to individuals who are fugitive felons or probation or parole violators; individuals with an outstanding OWF or PRC fraud overpayment balance; individuals who are not U.S. citizens or qualified aliens; and individuals found to have fraudulently misrepresented residence in order to obtain assistance in two or more states.

28. JOBS FOR OHIO'S GRADUATES-DELAWARE will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any federal award will be disclosed.

29. JOBS FOR OHIO'S GRADUATES-DELAWARE will comply with all applicable standards, orders, or requirements is sued 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. JOBS FOR OHIO'S GRADUATES-DELAWARE is not listed in the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689. Endorsement of this Contract certifies its exclusion status and that of its principals.

31. JOBS FOR OHIO'S GRADUATES-DELAWARE has no outstanding findings for recovery pending or issued against it by the State of Ohio.

32. JOBS FOR OHIO'S GRADUATES-DELAWARE certifies that it does not provide material assistance to any organization on the United States department of state terrorist exclusion list. Pursuant to R.C. § 2909.33, JOBS FOR OHIO'S GRADUATES-DELAWARE agrees make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.

33. JOBS FOR OHIO'S GRADUATES-DELAWARE will comply with all other Federal, State or local laws not enumerated herein.

34. Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no agency or department of this state or any political subdivision shall enter into any contract for the purchase of goods 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

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 7, 2008**

---

(J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part of this Contract.

**ARTICLE XI CONFLICT OF INTEREST**

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

**ARTICLE XII MODIFICATIONS**

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

**ARTICLE XIII TERMINATION**

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

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

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

JOBS FOR OHIO'S GRADUATES-DELAWARE may terminate this Agreement at any time by giving at least seven (7) days advance notice, in writing, to the Department. JOBS FOR OHIO'S GRADUATES-DELAWARE shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

**C. Breach or Default of Contract:** Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the an aggrieved party shall provide written notice of the breach or default to the breaching or defaulting party and permit the breaching or defaulting party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, JOBS FOR OHIO'S GRADUATES-DELAWARE shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

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

**D. Loss of Funding:** It is understood by JOBS FOR OHIO'S GRADUATES-DELAWARE that availability of funds for this Agreement and thus this Agreement is contingent on appropriations made by the County, State and/or Federal government. In the event that the State and/or Federal reimbursement is no longer available to the Department, JOBS FOR OHIO'S GRADUATES-DELAWARE understands that changes and/or termination of this Agreement will be required and necessary. Such changes and/or termination will be effective on the date that the State and/or Federal reimbursement is no longer available, or later as otherwise stipulated by the Department.

JOBS FOR OHIO'S GRADUATES-DELAWARE will indemnify and hold harmless the County and the Department for any and all claims, demands, judgments, liability, damages, injuries, and/or suits resulting from or related to changes and/or termination of this Agreement due to loss of State and/or Federal funds.

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 7, 2008

ARTICLE XIV Severability

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

ARTICLE XIII GOVERNING LAW

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

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

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

Appendix I	Statement of Work to be Performed/Proposal
Appendix II	Budget
Appendix III	Forms Summary
Appendix IV	Cost Accountability and Containment
Appendix V	Eligibility Verification Source Documents
Appendix VI	WIA Youth Program Services
Appendix VII	Participant Case File Expectations
Appendix VIII	Element Milestones and Completions Expectations
Appendix IX	Monthly Updates Format
Appendix X	Documentation and Reporting Timing
Certification/Affidavit	Compliance with O.R.C. Section 3517.13
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**  
**07/01/08 – 12/31/09**  
**revised 06/10/08**

**I SUMMARY**

JOG-Delaware will manage and coordinate Delaware County’s WIA Youth Program for Delaware County participants in accordance with Section 129 of the Workforce Investment Act.

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

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

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

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

The goals of the youth training and employment are to:

- Improve school retention and completion rates;

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 7, 2008

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

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

RESOLUTION NO. 08-795

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Recommendation for Kelly Stojkov to be on Paid Administrative Leave from 07/01/08 thru 07/31/08.

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

RESOLUTION NO. 08-796

IN THE MATTER OF APPROVING PLATS FOR BIG BEAR FARMS SECTION10, LOT 4615 DIVISION #1  
AND HIGH PARK CENTER REPLAT OF LOT 4924, - LOTS 6609 AND 6612, DIVISION #1:

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

Big Bear Farms Section 10, Lot 4615 Division #1

Situated In The State Of Ohio, County Of Delaware, Township Of Liberty, In Farm Lot 11, Quarter Township 3, Township 3 North, Range 19 West, United States Military Lands And Being All Of Lot Number Four Thousand Six Hundred And Fifteen (4615), As Shown Upon The Plat Of Big Bear Farms Section 10, Of Record In Plat Cabinet 3, Slides 254 And 254a, Said Lot Having Been Conveyed As A 26.887 Acre Tract, To Three Rocks And A Boulder, Llc. By Deed Of Record In Official Record 644, Page 260, All References Being To The Recorder’s Office, Delaware County, Ohio. Cost \$21.00

High Park Center Replat of Lot 4924, - Lots 6609 and 6612, Division #1

Situated In The Township Of Orange, County Of Delaware, State Of Ohio, Located In Part Of Farm Lot 13, Section 3, Township 3, Range 18, United States Military Lands, Being A 11.4860 Acre Subdivision, Said Subdivision Being All Of The Lots 6609 And 6612 Conveyed To KD Orange 486, Inc. , In Official Record Volume 0069, Page 0794, And As Shown On The Replat Of High Park Of High Park, Center Replat Of Lot 4924, Recorded In Plat Cabinet 3, Slides 369-369a. All Referenced Being To The Records Of The Recorders’ Office, Delaware County, Ohio. Cost \$6.00.

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

RESOLUTION NO. 08-797

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

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

Permit #	Applicant	Location	Type of Work
U08-001	COLUMBIA GAS	WOODLAND HALL SEC. 2	INSTALL GAS LINE
U08-066	EMBARQ	HARLEM RD.	RELOCATE AERIAL FACILITIES
U08-068	VERIZON	NORTH GALENA RD	BURY CABLE

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

RESOLUTION NO. 08-798

IN THE MATTER OF APPROVING AN AGREEMENT WITH ODOT AND CSX RAILWAY FOR  
CONSTRUCTION OF THE HOME ROAD GRADE SEPARATION PROJECT:

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 7, 2008**

---

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

IN THE MATTER OF THE CONSTRUCTION CSX OP# OH 0383  
OF THE GRADE SEPARATION STRUCTURE  
CARRYING COUNTY ROUTE 124 (HOME ROAD)  
OVER THE TRACKS OF CSX TRANSPORTATION, INC.  
IN THE CITY OF POWELL, LIBERTY TOWNSHIP  
DELAWARE COUNTY, OHIO.

AGREEMENT NUMBER 21833  
PID: 75917

*AGREEMENT*

THIS AGREEMENT, made this 7<sup>TH</sup> day of July, 2008 between the **State of Ohio**, acting by and through the Director of Transportation of the State of Ohio, as First Party, hereinafter referred to as the STATE, the COUNTY of Delaware, as Second Party, hereinafter referred to as the COUNTY, and **CSX Transportation, Inc.**, as the Third Party, hereinafter referred to as the COMPANY.

**WITNESSETH:**

**WHEREAS**, The STATE and the COUNTY propose to construct a new grade separation structure (Bridge No. DLL-CR124-0138) to carry County Route 124 (Home Road) over the tracks of the COMPANY at milepost CD-16.97 in the City of Powell, Liberty Township, Delaware County, and

WHEREAS, said project requires the construction of a new structure (Bridge No. DEL-CR1240438) to separate the grades of track of the COMPANY and the highway at the point hereinbefore mentioned. Said structure and the necessary approaches thereto are hereinafter referred to as the PROJECT; and

WHEREAS, an existing COMPANY grade crossing (AARDOT #2286545) will be eliminated as a result of the proposed construction; and

**WHEREAS**, under such conditions, Chapter 5523 of the Revised Code of Ohio and other grade crossing elimination laws of the State of Ohio do apply to the PROJECT herein considered; and

WHEREAS, the Director of Transportation of the State of Ohio is empowered generally by Chapter 5501 of the Revised Code of Ohio to carry forward highway improvements of the type herein contemplated; and

WHEREAS, the Federal-Aid Highway Act of 1956, as amended, and Section 5531.03 of the Revised Code of Ohio have become effective, providing funds for the construction costs of projects such as is contemplated herein; and

WHEREAS, the COUNTY has by Resolution No. 03-610 passed on May 12, 2003 given its consent to the improvement herein contemplated, and has proposed to bear certain costs of the improvement and has agreed to maintain certain portions of the improvement, and

WHEREAS, it is desired by the parties hereto to carry out and accomplish the construction of the PROJECT over the tracks of the COMPANY at the point hereinbefore mentioned and to determine and agree upon the manner of doing said work and the portion of said work to be done by each of said parties respectively, and the proportion of costs and expenses to be paid by each of said parties, and the mode and time of payment therefore.

**NOW THEREFORE**, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed between the parties as follows:

**SECTION 1**

The plans of the STATE for the said improvement are identified by title as follows:

"State of Ohio, Department of Transportation, DEL-CR124-4.11, City of Powell, Liberty Township, Delaware County".

Before this agreement shall be in force and effect, the foregoing plans shall meet the approval of the parties hereto, and upon such approval shall become a part of this agreement by reference.

**SECTION 2**

The work to be done under this agreement and shown on the plans described under SECTION 1 of this agreement consists of the construction of Bridge No. DEL-CR124-0438 over the tracks of the COMPANY and the necessary approaches thereto.

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 7, 2008**

---

Said work will consist of constructing a single-span, reinforced concrete deck on prestressed concrete I-beams and reinforced concrete substructures with MSE retaining walls. The structure will have span lengths of 103'-6", center to center of bearings, with a minimum vertical clearance of 23'-6" above top of rail, and a minimum horizontal clearance of 25'-2". The new roadway width will be 72'-0" toe to toe of parapet.

The construction of the highway and the necessary earth work to effect the clearances shown above, the grading, draining and paving of the highway, the sodding, seeding and planting of slopes, the construction of highway guard rails, the settlement of claims for property purchased, appropriated or damaged by such construction, and the maintenance of railroad traffic and rearrangement and restoration of railroad facilities made necessary by the work herein contemplated, shall be considered as necessary items to be included as part of this improvement.

### **SECTION 3**

Responsibility for the several necessary items of work shall be as follows:

- a. The following items shall be let in contract by the STATE after competitive bidding as provided by law, at PROJECT expense, subject to the provisions of this agreement:
  1. Construction of a new highway grade separation structure consisting of single-span, reinforced concrete deck on prestressed concrete I-beams and reinforced concrete substructures with MSE retaining walls.
  2. Sodding, seeding and planting of slopes.
  3. Erecting necessary highway guardrails.
  4. Grading, draining and paving the highway, including constructing any necessary side drives and approaches.
- b. The following items shall be done or caused to be done by the COMPANY with its own forces, at PROJECT expense, subject to the provisions of this agreement.
  1. Changes in communication and signal lines, interlocking and signal apparatus
  2. Provision of switch tenders, flagmen, watchmen and other protective services and devices to promote safety and insure continuity of train operations as may be necessary in connection with the work performed by the COMPANY's forces.
  3. Removal and disposal of the existing grade crossing surface, flashing lights and gates at the subject grade crossing (AARDOT #228654S) within the COMPANY's Right-of-Way upon completion of the PROJECT.

### **SECTION 4**

Any work not specifically provided for in *SECTION 3* shall be done by one of the parties hereto as may be mutually agreed upon from time to time during progress of the work, as provided for by the rules and regulations of the Federal Highway Administration as then in effect.

### **SECTION 5**

All work to be done by the COMPANY under the provisions of this agreement shall be done in accordance with the plans described in *SECTION 1*, together with such other plans and specifications, detailed and supplementary thereto, as may be mutually agreed upon and as may be necessary to carry out the work fully in accordance with the intent of this agreement and in accordance with good engineering practice. All work to be done by the STATE shall be done in accordance with said plans and under the standard and supplemental specifications of the Department of Transportation in force on the date of the award of the contract, together with such special provisions as may be agreed upon by the parties hereto.

The STATE will require its contractor to use Railroad protective personnel to protect railroad traffic made necessary or occasioned by his operations, as set forth in special provisions to be approved by the parties hereto, which are more specifically set forth in the "Special Clauses in the Proposal" and which are included in this agreement by reference.

The COMPANY agrees to furnish the STATE's contractor at PROJECT expense, and the STATE shall require its contractor to use, such flag men, watchmen or other protective services, and devices, other than engineering personnel, as in the opinion of the COMPANY are required to promote the safety and insure continuity of railroad traffic during the contractor's operations.

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 7, 2008**

---

The COMPANY agrees to bill the STATE as a part of its regular force account work the actual cost for such protective services and devices, including the actual rate of pay, plus the amount paid for overtime, insurance, railroad retirement, vacation allowance, holidays, health and welfare, transportation, deadhead and turn around time, accounting and billing.

The STATE agrees to reimburse the COMPANY for said protective services and devices as a part of its regular force account work as set forth in this agreement.

**SECTION 6**

The STATE shall have general charge of the engineering work on the PROJECT, but the COMPANY shall provide such engineering services as the STATE may require. Nothing herein shall deny the COMPANY the right to place inspectors on work being done on its property or facilities. Preliminary engineering costs incurred by the COMPANY subsequent to September 15, 2003 may be charged against the PROJECT.

Construction engineering and inspection costs incurred by the COMPANY subsequent to the award of a construction (Anal act by the STATE may be charged against the PROJECT.

**SECTION 7**

The STATE shall require its contractor at all times to use all reasonable care and diligence and to cooperate with the officials of the COMPANY in order to avoid accidents, damage or unnecessary delay to or interference with trains upon the tracks of the COMPANY.

Any of the COMPANY's equipment, such as work trains, locomotive cranes, cars or other rolling stock used on the work by the STATE's contractor in carrying out his contract shall not be chargeable to the parties hereto, but the STATE shall require the contractor to bear the cost of the rental of such equipment as part of the contract price for the work.

If at any time the STATE'S contractor requires a temporary crossing over the COMPANY's tracks, the STATE shall require said contractor to arrange with the COMPANY for such crossing.

**SECTION 8**

It is understood that the construction costs of the PROJECT herein contemplated are to be financed from funds provided by the STATE, COUNTY and COMPANY expended in accordance with Federal regulations, that all plans, specifications, estimates of costs, awards of contracts, acceptance of work and procedure in general will at all times conform to all Federal laws, rules, regulations, orders and approvals applying to a Federal-Aid Project, and the STATE shall reimburse the COMPANY for construction costs and for preliminary and construction engineering costs in accordance with Federal-Aid Policy Guide 140(I) of the Federal Highway Administration or any subsequent amendments thereto, in such amounts and forms as are proper and eligible for payment from Federal-Aid highway funds. The COMPANY shall render its billings to the STATE in accordance with said rules and regulations, and further agrees to provide and furnish such itemized records of and substantiating data for such costs as may be necessary.

In the event that delays or difficulties arise in securing necessary approvals or in securing necessary rights of way or settling damages or damage claims which, in the opinion of the STATE, render it impracticable to utilize funds from the current appropriation for the construction of the PROJECT, the STATE may serve formal notice of cancellation upon the COUNTY and COMPANY and this agreement shall, with the exception of the obligations set forth in the following sentence, become null and void. The STATE shall reimburse the COMPANY for all costs and expenses incurred by it at the request of the STATE, on account of the PROJECT prior to such cancellation, and shall restore the COMPANY's property to the condition existing prior to the initiation of the PROJECT construction.

**SECTION 9**

The COMPANY may bill the STATE monthly or periodically for its force account when costs exceed \$1,000. Progressive invoices may be submitted for work done during the previous month or period showing the portion of estimated cost completed. A final bill covering actual cost of work and showing all details shall be submitted to the STATE within ninety (90) days after completion of said work. The STATE shall pay all bills that have been approved within sixty (60) days after receipt thereof. The STATE may hold a retainer on all bills not to exceed eight percent (8%) until final

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 7, 2008**

---

payment. Final payment for all amounts due the COMPANY shall be paid by the STATE within sixty (60) days after the final audit has been made and approved.

**SECTION 10**

The STATE, on behalf of the COUNTY, shall acquire or settle all property, property rights and all damages to property affected by the PROJECT. The cost of said property, property rights and damages to property shall be included as a part of the PROJECT expense.

The COMPANY, insofar as it has the legal right so to do, shall permit the STATE and/or its contractor to enter upon lands owned or operated by the COMPANY to construct and occupy said highway facilities across its property with sufficient width to permit construction and maintenance of the PROJECT. The STATE and COMPANY shall enter into good faith negotiations for a price at which such rights may be conveyed to the COUNTY be consistent with the property interest determined by the Director of Transportation to be needed for the proposed improvement.

I-However, the price to be paid by the STATE to the COMPANY for said conveyances (representing the fair market value thereof plus damages, if any, to the residue) shall be as mutually agreed upon within nine (9) months from the date of occupancy by the STATE, and if agreement as to price is reached, an additional period of ninety (90) days shall be allowed for settlement, it being agreed however, that if no agreement as to price is reached within the aforesaid nine (9) month period, the STATE will within ninety (90) days thereafter institute an eminent domain proceeding authorized by law for the determination of the value of same. The provisions of this agreement shall survive the institution of such eminent domain proceeding.

The STATE shall furnish the plans and descriptions for any such conveyance. It is understood however, that the foregoing right of entry is a permissive use only, and this Section is not intended to convey or obligate the COMPANY to convey any interest in its land.

In case any action involving said improvement is brought by or against any party hereto, said party shall promptly notify the other parties of the pendency of such action.

**SECTION 11**

Each party hereto waives, but only against the others, any and all damages or right to claim damages to any of its property growing out of or in any way connected with the improvement herein contemplated, except as otherwise provided for in this agreement.

The STATE shall require of its contractor a bond, conditioned according to Section 5525.16 of the Revised Code of Ohio, in favor of the STATE, COUNTY and the COMPANY, and shall further require its contractor to take out before work is commenced, and keep in effect until work is completed and accepted, a policy of Railroad Protective Liability Insurance from an insurance company authorized to do business in the State of Ohio, to protect the COMPANY against loss or damage to property and injury to or death of persons, and against all claims, demands, expenses, suits or judgments arising because of, or resulting from the operations of the contractor, his subcontractor, agents or employees; such policy of insurance shall provide for a single limit in the amount of \$5,000,000.00 per occurrence and subject to that limit, an aggregate in the amount of \$10,000,000.00 for each annual period for all damages arising out of bodily injuries to or death of one or more persons and out of injury to or destruction of property including such property in the care, custody and control of the COMPANY.

The above insurance provisions are more specifically set forth in the "Special Clauses in the Proposal" which are included in this agreement by reference.

**SECTION 12**

The work provided for in this agreement shall be commenced by the parties hereto within thirty (30) days from the latter of the following: (1) the date on which this agreement becomes effective, (2) the date on which the COMPANY has been notified by the STATE to proceed or (3) the date on which all funds necessary therefore on the part of the STATE have been properly certified and made available; and it shall be completed within a reasonable time thereafter. Buying and assembling of materials shall be construed as compliance with the foregoing thirty (30) day provision.

All obligations of the STATE provided for in this agreement which require the expenditure of funds by the STATE shall terminate at the end of the present biennium, being June 30, 2009. If construction covered under said agreement is not complete by June 30, 2009, it is the expressed intention of the parties to renew said obligations for one successive biennium period; with the renewal period beginning July 1, 2009 and ending no later than June 30, 2011; until such time as construction covered under said

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 7, 2008**

---

agreement is complete. Said renewal is conditioned upon the STATE determining future appropriations will permit the STATE to renew said obligations.

All financial obligations of the STATE as provided for in this agreement are subject to the provisions of Section 126.07 of the Ohio Revised Code.

**SECTION 13**

Upon completion of the PROJECT herein contemplated the COUNTY shall at its own cost and expense, maintain, repair and renew, or by agreement with others provide for the maintenance, repair and renewal of the bridge structure and surfaces, approach grades and all other highway facilities constructed or changed under the terms of this agreement. The COMPANY will permit access onto its property to perform said maintenance and shall at its own cost and expense, maintain, repair and renew all of its facilities constructed or changed under the terms of this agreement. The COMPANY will not be vested with any rights of ownership of the bridge structure, and will not have a duty to maintain the bridge structure, and will not, if the structure ceases to be a part of the highway system, have a duty to remove the facility from the COMPANY right of way.

The COMPANY shall have the right to attach to the portion of said structure, where it crosses the property of the COMPANY, such signal, electric and communication wires as may be requisite or useful in the operation of the COMPANY; any such attachments which are not a part of the PROJECT shall be made and maintained by the COMPANY at its own expense. No such attachments shall be made without the approval by the COUNTY of the COMPANY's detailed plans.

**SECTION 14**

This agreement does not intend to cover all relations between the STATE and COUNTY as other agreements will cover such other understandings.

This agreement shall be for the benefit of the parties hereto only and no person, firm or corporation shall acquire any rights whatsoever by virtue of this agreement, except the STATE, COUNTY and COMPANY and the successors and assigns of the COMPANY.

**SECTION 15**

The Federal Highway Administration's Federal-Aid Policy Guide 646(B) classifies this PROJECT in Classification No. 3 resulting in the elimination of existing grade crossing at which active warning devices are in place resulting in ascertainable benefits to the COMPANY. The Parties signatory to this agreement accept this classification as applicable in this instance.

The COMPANY's total contribution amount is agreed upon by the parties to be Nine Hundred Eighteen Thousand, Two Hundred dollars (\$918,200.00).

The COMPANY shall pay Two Hundred and Fifty Thousand dollars (\$250,000.00) at the time of project sale and the remaining Six Hundred Sixty-Eight Thousand, Two Hundred dollars (\$668,200.00) when the project construction is completed.

**SECTION 16**

The COMPANY agrees to adhere to the requirements of Ohio Ethics law as provided by Section 102.04 of the Ohio Revised Code. O.R.C. Section 102.04(A) prohibits a state official or employee from receiving compensation, other than from his own agency, for personal services rendered in a case, proceeding application, or other matter before any state agency. O.R.C. Section 102.04(B) prohibits state officials and employees from selling goods or services to state agencies, except by competitive bidding.

It is understood by the parties that non-elected state officials and employees may qualify for an exemption under Section 102.04(D), if (1) the agency with which the official or employee seeks to do business is an agency other than the one with which he serves; and, (2) prior to rendering personal services or selling or agreeing to sell goods or services, the official or employee files an O.R.C. Section 102.04(D) statement with the Ohio Ethics Commission, the agency with which he serves, and the agency with which he seeks to do business. The statement must include a declaration that the non-elected state official or employee disqualifies himself for a period of two years from any participation in his official capacity as a board or commission member in any matter involving any official or employee of the agency with which he seeks to do business.

It is expressly understood and agreed to by the parties that a failure by the COMPANY to file a declaration statement as required under O.R.C. Section 102.04(D), may be considered by the STATE, a breach of material condition of this agreement and the STATE may, if it so elects, void this agreement.

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 7, 2008

SECTION 17

In carrying out this contract, the COMPANY shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or Vietnam-era veteran status. The COMPANY will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, disability, age, or Vietnam-era veteran status.

Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

SECTION 18

COMPANY agrees to comply with all applicable state and federal laws regarding drug-free workplace. COMPANY shall make a good faith effort to ensure that all COMPANY employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

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

RESOLUTION NO. 08-799

IN THE MATTER OF AWARDING THE BID AND APPROVING THE CONTRACT WITH R&I CONSTRUCTION, INC. FOR THE WILSON ROAD OVER LITTLE WALNUT BRIDGE REPLACEMENT PROJECT:

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

Wilson Road over Little Walnut Bridge Replacement Project  
Bid Opening of July 1, 2008

As the result of the above referenced bid opening, The Engineer recommends that a bid award be made to R&I Construction, Inc. of Tiffin, Ohio, the low bidder for the project. A copy of the bid tabulation is available for your information.

Also available are two copies of the Contract with R&I for your approval. The necessary documentation relative to the signing of the Contract (Certification/Affidavit in Compliance with ORC Section 3517.13, Prosecutor’s and Auditor’s Certifications, etc.) are in place for this project.

CONTRACT

THIS AGREEMENT is made this 7th day of July, 2008 by and between R & I Construction, hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

2931 S. St Rt. 67  
Tiffin, Ohio 44883

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

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project; namely, the “DEL-TR 56-1.58 Wilson Road over Little Walnut Bridge Replacement Project”, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed *Seven Hundred Thirty-Five Thousand One Hundred Ninety-Nine Dollars and Five Cents (\$735,199.05)*, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 7, 2008

The executed Contract Documents shall consist of the following:

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

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

RESOLUTION NO. 08-800

7:30 PM FINAL HEARING FOR THE HARVEST WIND SECTIONS 1 AND 2 SUBDIVISION DITCH  
MAINTENANCE PROJECT:

It was moved by Mr. Evans, seconded by Mr. Ward to open the Hearing at 7:32PM.

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

RESOLUTION NO. 08-801

IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-  
SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE  
FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY  
COMMISSIONERS OF DELAWARE COUNTY, OHIO:

It was moved by Mr. Ward, seconded by Mr. Evans to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

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

RESOLUTION NO. 08-802

IN THE MATTER OF CLOSING THE PUBLIC HEARING TO ADDRESS THE HARVEST WIND SECTIONS  
1 AND 2 SUBDIVISION DITCH MAINTENANCE PROJECT:

It was moved by Mr. Ward, seconded by Mr. Evans to close the Hearing at 7:40PM.

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

RESOLUTION NO. 08-803

IN THE MATTER OF COMMISSIONERS FINDING AFFIRMING ORDER AND CONFIRMING THE  
ASSESSMENTS FOR THE HARVEST WIND SECTIONS 1 AND 2 SUBDIVISION DITCH MAINTENANCE  
PETITION PROJECT:

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

Whereas, on September 21, 2007, a Ditch Petition for The Harvest Wind Sections 1 And 2 Subdivision Ditch Maintenance Petition Project was filed with the Board of Commissioners of Delaware County (the “Board”); and

Whereas, the Board on March 3, 2008 with Resolution 08-243 directed The Delaware County Engineer To Proceed With Preparation Of Plans, Reports, And Schedules For The Harvest Wind Sections 1 And 2 Subdivision Ditch Maintenance Project, and

Whereas, the Board on Monday the 7<sup>th</sup> day of July 2008, held a final public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for The Harvest Wind Sections 1 And 2 Subdivision Ditch Maintenance Petition Project; and

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 7, 2008

Whereas, after hearing testimony from property owners; considering the schedules, plans, and reports filed by the County Engineer; and-considering the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, the Board is prepared to issue its findings on the proposed improvements.

Therefore, Be It Resolved, by the Board of Commissioners of Delaware County, Ohio as follows:

The Board hereby finds that the proposed improvement (maintenance assessment) is necessary and that it will be conducive to the public welfare. The Board also finds that it is reasonably certain that the cost of the proposed improvement (maintenance assessment) will be less than the benefits. Accordingly, the Board hereby grants the prayer of the petition and approves the maps, profiles, plans, schedules and reports prepared by the Delaware County Engineer, and

This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

FURTHER BE IT RESOLVED, The maintenance fund shall be maintained, as needed, by an assessment levied not more often than once annually upon the benefited owners, as defined in [section 6131.01](#) of the Revised Code, apportioned on the basis of the estimated benefits for construction of the improvement. An assessment shall represent such a percentage of the estimated benefits as is estimated by the engineer and found adequate by the board or joint board to effect the purpose of [section 6137.02](#) of the Revised Code, except that at no time shall a maintenance fund have an unencumbered balance greater than twenty per cent (20%) of all construction costs of the improvement. The minimum assessment shall be two dollars. Any cost incurred from the petition project process will be paid from the annual ditch maintenance assessments

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

RESOLUTION NO. 08-804

8:00PM FINAL HEARING FOR THE CANTERBURY SECTION 1 & 2 SUBDIVISION DITCH  
MAINTENANCE PROJECT:

It was moved by Mr. Ward, seconded by Mr. Evans to open the Hearing at 8:00PM.

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

RESOLUTION NO. 08-805

IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-  
SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE  
FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY  
COMMISSIONERS OF DELAWARE COUNTY, OHIO:

It was moved by Mr. Evans, seconded by Mr. Ward to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

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

RESOLUTION NO. 08-806

IN THE MATTER OF CLOSING THE PUBLIC HEARING TO ADDRESS THE CANTERBURY SECTION 1 &  
2 SUBDIVISION DITCH MAINTENANCE PROJECT:

It was moved by Mr. Ward, seconded by Mr. Evans to close the Hearing at 8:17PM.

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

RESOLUTION NO. 08-807

IN THE MATTER OF COMMISSIONERS FINDING AFFIRMING ORDER AND CONFIRMING THE  
ASSESSMENTS FOR THE CANTERBURY SECTION 1 & 2 SUBDIVISION DITCH MAINTENANCE  
PETITION PROJECT:

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

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 7, 2008

Whereas, on September 27, 2007, a Ditch Petition for The Canterbury Section 1 & 2 Subdivision Ditch Maintenance Petition Project was filed with the Board of Commissioners of Delaware County (the “Board”); and

Whereas, the Board on March 3, 2008 with Resolution 08-249 directed The Delaware County Engineer To Proceed With Preparation Of Plans, Reports, And Schedules For The Canterbury Section 1 & 2 Subdivision Ditch Maintenance Project, And

Whereas, the Board on Monday the 7<sup>th</sup> day of July 2008, held a final public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for The Canterbury Section 1 & 2 Subdivision Ditch Maintenance Petition Project; and

Whereas, after hearing testimony from property owners; considering the schedules, plans, and reports filed by the County Engineer; and-considering the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, the Board is prepared to issue its findings on the proposed improvements.

Therefore, Be It Resolved, by the Board of Commissioners of Delaware County, Ohio as follows:

The Board hereby finds that the proposed improvement (maintenance assessment) is necessary and that it will be conducive to the public welfare. The Board also finds that it is reasonably certain that the cost of the proposed improvement (maintenance assessment) will be less than the benefits. Accordingly, the Board hereby grants the prayer of the petition and approves the maps, profiles, plans, schedules and reports prepared by the Delaware County Engineer, and

This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

FURTHER BE IT RESOLVED, The maintenance fund shall be maintained, as needed, by an assessment levied not more often than once annually upon the benefited owners, as defined in [section 6131.01](#) of the Revised Code, apportioned on the basis of the estimated benefits for construction of the improvement. An assessment shall represent such a percentage of the estimated benefits as is estimated by the engineer and found adequate by the board or joint board to effect the purpose of [section 6137.02](#) of the Revised Code, except that at no time shall a maintenance fund have an unencumbered balance greater than twenty per cent (20%) of all construction costs of the improvement. The minimum assessment shall be two dollars. Any cost incurred from the petition project process will be paid from the annual ditch maintenance assessments

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

There being no further business the meeting adjourned.

\_\_\_\_\_  
Glenn A. Evans

\_\_\_\_\_  
Kristopher W. Jordan

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

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 7, 2008

---