

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 11, 2008

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

Present: Glenn A. Evans, Kristopher W. Jordan, James D. Ward

PUBLIC COMMENT

RESOLUTION NO. 08-935

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 7, 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 August 7, 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. 08-936

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0808:

It was moved by Mr. Evans, seconded by Mr. Ward to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0808, and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO's			
Concord Scioto Comm. Authority	Lower Scioto Trmnt. Fac. Pymts.	66690501-5415	\$ 10,000,000.00
Tyeveco	Home Repair	23111711-5365	\$ 8,000.00
JC and Sons	D CHIP Repair	23111711-5365	\$ 5,500.00
Increases			
Certified Oil	Fuel Program Job and Family	22411601-5355	\$ 5,000.00
Family & Children First Council	Help Me Grow	22411601-5348	\$ 15,000.00
Job and Family	Rent Deposit	22411602-5348	\$ 5,000.00
OH Dept. of JFS	Unemployment	10011108-5370	\$ 15,000.00
Childrens Discovery Place	Day Care	22411610-5348	\$ 20,000.00
Decreases			
Atrium	Personnel	22411601-5301	\$ 2,000.00
Juvenile Court	MOMS Group	22411601-5348	\$ 3,770.00
Del Area Career center	ABLE	22411601-5348	\$ 10,000.00
Del Area Career center	Jump Start	22411601-5348	\$ 7,000.00
Grady Memorial Hospital	Job and Family Services	22411601-5342	\$ 1,500.00
Vouchers			
Beher Excavating Inc.	RLF Ostrander Rd. Repair	23111709-5365	\$ 45,000.00
City of Delaware	Municipal Prosecutor	10011102-5301	\$ 11,780.00
Crabbe, Brown & James	Legal Services/Sheriff	10011102-5361	\$ 3,990.00
Case Construction	Ditch Clearing/Willis Bldg	40411412-5410	\$ 13,780.00
Squire, Sanders and Dempsey	Legal Services	10011102-5361	\$ 6,566.30
Comp/Management Inc.	Workers Comp Administrative	75110902-5370	\$ 5,600.00
Adventure Academy	Day Care	22411610-5348	\$ 8,834.00
Kohls Dept. Store	School Clothing	22411602-5215	\$ 1,719.39
Kohls Dept. Store	School Clothing	22411602-5215	\$ 1,499.95
Kohls Dept. Store	School Clothing	22411602-5215	\$ 1,704.80
Kohls Dept. Store	School Clothing	22411602-5215	\$ 1,617.15
Journeyworks Publishing	Program Supplies	22411602-5215	\$ 828.18
Liberty Community Center	Day Care	22411610-5348	\$ 17,876.93
Noah's Ark Learning Center	Day Care	22411610-5348	\$ 5,049.84
Noah's Ark Learning Center	Day Care	22511607-5348	\$ 1,357.76
Toddler Inn	Day Care	22411610-5348	\$ 7,020.02
Childrens Discovery Place	Day Care	22411610-5348	\$ 6,627.86
Kindercare 10655 Sawmill	Day Care	22411610-5348	\$ 7,470.57
La Petite Academy Summitview	Day Care	22411610-5348	\$ 5,030.40
Child Care Unlimited Sunbury	Day Care	22411610-5348	\$ 5,260.80
Kiddie Academy of Lewis Center	Day Care	22411610-5348	\$ 27,851.68
Vote on Motion	Mr. Jordan	Aye	Mr. Evans Aye Mr. Ward Aye

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RESOLUTION NO. 08 -937

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Department of Job and Family Services is requesting that Debra Benjamin attend a Job and Family Services Administrators Symposium in Columbus, Ohio September 17-18, 2008, at the cost of \$174.48.

The Sheriff’s Office is requesting that Jason Kridler and Tim Schambs attend an Anti-Terrorism Training in West Chester, Ohio August 13-15, 2008, at the cost of \$658.88.

The Auditor’s Office is requesting that Dedra Hall attend a Preparing for Year End and 2009 Conference in Columbus, Ohio October 31, 2008, at the cost of \$409.00.

The EMS Department is requesting that Michael Schuiling attend an EMS Paramedics Instructor Course in Columbus, Ohio August 11 and 22, 2008, at the cost of \$500.00.

The Commissioners’ Office is requesting that Dave Cannon attend a GFOA Conference in Cleveland, Ohio September 16-19, 2008, at the cost of \$740.00.

Juvenile Court is requesting that Dana Wisecarver attend a Compassion Fatigue Trauma Training in Spokane, Washington, August 19-20, 2008, at the cost of \$1,393.40.

Juvenile Court is requesting that Faith Walzak and Pat Martin attend a How to Provide Trauma Care Training in Delaware, Ohio August 14, 2008, at the cost of \$40.00.

Juvenile Court is requesting that Faith Walzak and Pat Martin attend a Taming the Wild Child Training in Marion, Ohio September 19, 2008, at the cost of \$150.00.

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

RESOLUTION NO. 08-938

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE COMMON PLEAS
MEDIATION FUND:

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

Supplemental Appropriation		
27929208-5301	Common Pleas Mediation Fund/Professional Services	\$ 30,000.00

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

RESOLUTION NO. 08-939

IN THE MATTER OF APPROVING PLATS FOR ORANGE CENTRE DEVELOPMENT LOT 7491 DIVISION
1 AND ORANGE CENTRE DEVELOPMENT LOT 7496 DIVISION 1:

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

Orange Centre Development Lot 7491 Division 1

Situated In The State Of Ohio, County Of Delaware, Township Of Orange, Lying In Farm Lots 19 And 20, Section 3, Township 3, Range 18, United States Military District, And Being 7.085 Acres Out Of An Original 59.245 Acre Tract Conveyed To The Glimcher Company By Deeds Of Record In Deed Volume 490, Page 592, Deed Volume 529, Page 381, Deed Volume 529, Page 379, Deed Volume 488, Page 690, Deed 487, Page 320, Also Known As Lot 7491 Of Orange Centre Development, Of Record In Official Record 822, Page 1394. All Records Herein Of The Recorder’s Office Delaware County, Ohio. Cost \$15.00.

Orange Centre Development Lot 7496 Division 1

Situated In The State Of Ohio, County Of Delaware, Township Of Orange, Lying In Farm Lot 19, Section 3, Township 3, Range 18, United States Military District, And Being 9.078 Acres Conveyed To The Columbus Jewish Foundation, An Ohio Not-For-Profit Corporation, By Deed Of Record In Official Record 824, Page 144, Also Known As Lot 7496 Of Orange Centre Development, Of Record In Official Record 822, Page 1394, All Records Herein Of The Recorder’s Office, Delaware County, Ohio. Cost \$9.00.

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

RESOLUTION NO. 08-940

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR
SCIOTO RESERVE EXPANSION SECTION 1, PHASE A AND SCIOTO RESERVE EXPANSION SECTION
1, PHASE B:

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

Scioto Reserve Expansion Section 1, Phase A

The roadways to be accepted are as follows:

- An addition of 0.03 mile to **Township Road Number 1441, Lilac Lane**
- **Scenic View Drive**, to be known as **Township Road Number 1590**
- **Potters Way**, to be known as **Township Road Number 1591**

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

The Engineer also request approval to return the Letter of Credit being held as maintenance surety to the developer, Triangle Properties

Scioto Reserve Expansion Section 1, Phase B

The roadways to be accepted are as follows:

- An addition of 0.72 mile to **Township Road Number 1210, Scioto Chase Boulevard**
- **Letterman Drive**, to be known as **Township Road Number 1592**
- **Clear Creek Loop**, to be known as **Township Road Number 1593**

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

The Engineer also request approval to return the Letter of Credit being held as maintenance surety to the developer, Triangle Properties

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

RESOLUTION NO. 08-941

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR SCIOTO RESERVE EXPANSION
SECTION 1, PHASE A AND SCIOTO RESERVE EXPANSION SECTION 1, PHASE B:

It was moved by Mr. Evans, seconded by Mr. Ward to establish stop conditions for the following:

Stop Conditions –Scioto Reserve Expansion Section 1, Phase A

- On Township Road Number 1441, Lilac Lane, at its intersection with Township Road Number 1590, Scenic View Drive
- On Township Road Number 1590, Scenic View Drive, at its intersection with Township Road Number 1441, Lilac Lane
- On Township Road Number 1591, Potters Way, at its intersection with Township Road Number 1590, Scenic View Drive

Stop Conditions –Scioto Reserve Expansion Section 1, Phase B

- On Township Road Number 1210, Scioto Chase Boulevard, at its intersection with County Road Number 123, Hyatts Road
- On Township Road Number 1592, Letterman Drive, at its intersection with Township Road Number 1210, Scioto Chase Boulevard
- On Township Road Number 1593, Clear Creek Loop, at its intersection with Township Road Number 1592, Letterman Drive

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

RESOLUTION NO. 08-942

IN THE MATTER OF APPROVING A NAME CHANGE FOR SCIOTO RESERVE SECTION 4, PHASE 10;
AN ADDITION OF 0.03 MILES OF ROAD TO BE DEDUCTED FROM TWP. ROAD SCIOTO CHASE

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BLVD. AND 0.03 ADDED TO TWP. ROAD LETTERMAN DRIVE:

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

Scioto Reserve Section 4, Phase 10

In December, 2004, your Board approved the acceptance of the addition of 0.03 miles to Township Road Number 1210, Scioto Chase Boulevard, within the above referenced subdivision. In the preparation to accept the roadways in the subdivision named Scioto Reserve Expansion Section 1, Phase B, The Engineer has found that the 0.03 miles accepted for Scioto Chase Boulevard are actually a part of Letterman Drive. The Engineer, therefore, request that your journals show that the additional 0.03 miles accepted for Scioto Chase Boulevard be deducted from the total mileage for that road and the addition of this mileage be included in the total mileage to be accepted in the new roadway designated as Township Road Number 1592, Letterman Drive. Both of these new mileages will be shown within the acceptance of Scioto Reserve Expansion Section 1, Phase B. No residents will be affected by this change.

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

RESOLUTION NO. 08-943

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
U08-077	AEP	SAWMILL PKWY	SET POLES

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

RESOLUTION NO. 08-944

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE OF VACANT
LAND/IMPROVEMENTS BETWEEN BRIAN P. BURGEI & YUKO MIGAWA, AND THE BOARD OF
DELAWARE COUNTY COMMISSIONERS:

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

CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS

WITNESSETH: On this 11th day of August, 2008, Brian P. Burgei & Yuko Migawa, whose address is 6472 Commons Park Ct. New Albany, OH. 435054, hereinafter, collectively the SELLER, in consideration of the mutual promises, agreements, and covenants herein contained and the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, do hereby grant, remise, and sell the following described premises, hereinafter the PROPERTY, to the PURCHASER, to wit:

See Attached Exhibit A (Property Description)

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of Ninety Five Thousand Dollars and no cents (\$95,000.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
- (A) All title, rights, and interest in and to the PROPERTY; and,

(B) For damages to any residual lands of the SELLER; and,

(C) For SELLER’s covenants herein; and,

(D) For expenses related to the relocation of the SELLER, their family, and business; and,

(E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year’s taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special

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assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur on or before, but no later than July 1, 2007. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives,

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and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER’s use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney’s fees, arising from any accident or occurrence related in any manner to the SELLER’s use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney’s fees.

- 12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER’s heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER’s heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER’s business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.
- 13. This CONTRACT shall be binding upon the SELLER and the SELLER’s heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
- 14. If any item, condition, portion, or section of this CONTRACT or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
- 16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURACHER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 17. The subject headings of the paragraphs in this CONTRACT are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

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

RESOLUTION NO. 08-945

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND CH2M HILL, INC. FOR PROFESSIONAL SERVICES FOR RED BANK ROAD BRIDGE OVER HOOVER RESERVOIR (DEL-CR31-1.11) FINAL DESIGN ENGINEERING:

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

PROFESSIONAL SERVICES CONTRACT

RED BANK ROAD BRIDGE OVER HOOVER RESERVOIR (DEL-CR31-1.11)
PART 2 – FINAL DESIGN ENGINEERING

Section 1 – Parties to the Agreement

Agreement made and entered into this 11th day of August, 2008 by and between the Delaware County Board of Commissioners, Delaware County, Ohio (“County”), and the firm of CH2M Hill, Inc., 1103 Schrock Road, Suite 400,

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Columbus, Ohio 43229, being a wholly owned subsidiary of CH2M Hill Companies, Ltd. ("Consultant").

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as Administrator and agent of the Board in performance of Work performed in accordance with this Agreement. The Administrator shall have general supervision of the Work and authority to order commencement or suspension of Work.

Section 3 – Scope of Services (Work)

Consultant agrees to furnish, unto the County, professional engineering services for the project known as Red Bank Road over Hoover Reservoir (DEL-CR31-1.11) including services listed in the Scope of Services agreed upon by the County and Consultant, dated April 23, 2008, and the Price Proposal dated July 28, 2008, by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work promptly and in a skillfully competent manner under the direction of the Administrator and in accordance with generally accepted professional engineering standards.

Section 4 – Compensation

Compensation for Work performed under this Agreement shall be based on a lump sum contract not to exceed One hundred thirty thousand three hundred twenty-one dollars (\$130,321) as detailed in the Consultant's aforementioned Price Proposal.

Section 5 – Payment

Compensation shall be paid based on estimates, made no more than once per month, of the work performed to date. Invoices shall be submitted to the Administrator by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. Consultant shall not commence any "If-Authorized" task listed in the Price Proposal until written authorization for such work is provided by the County. The County may request additional documentation substantiating said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices. Payment shall be made within 30 days after receipt of an approved invoice.

Section 6 – Completion of Work, Delays and Extensions

All Work associated with this Agreement shall be completed by the Consultant no later than _____. In the event that unforeseen and unavoidable delays prevent the timely completion of the Work provided under this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

Section 7 – Insurance

- 7.1 **General Liability Coverage:** Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 **Automobile Liability Coverage:** Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 **Workers' Compensation Coverage:** Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 **Professional Liability Insurance:** Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Engineering services hereunder, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 7.5 **Additional Insureds:** The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.6 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Indemnification

The Consultant shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use

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resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

Section 9 – Termination of Agreement

The County may terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Consultant ordering termination of Work. The Consultant shall immediately terminate Work and submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination, unless performed under supplemental agreement.

Section 10 – Change in Scope of Work

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

Section 11 – Ownership of Engineering Documents

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents being part of this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Change of Key Consultant Staff

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Work as contemplated at the time of executing this Agreement.

Section 13 – Miscellaneous Terms & Conditions

- 13.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.
- 13.2 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 13.3 **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.
- 13.4 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 13.5 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 13.6 **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.
- 13.7 **Findings for Recovery:** Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.8 **Homeland Security:** Consultant 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, Consultant agrees

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to 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.

- 13.9 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

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

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

RESOLUTION NO. 08-946

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE TLP GROUP FOR SCREENING YOUTH THROUGH CHILDREN SERVICES FOR VISUAL LEARNING DISABILITIES :

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 The TLP Group, “TLP”)(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 TLP is willing to provide services, or contract out for services, and TLP 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.

“TLP” means The TLP Group

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“County” means Delaware County Board of Commissioners

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

“Parties” means TLP, County and Department collectively

B. Purpose of Agreement

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

C. Obligations of TLP

TLP 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.

TLP 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 TLP’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 TLP 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.

TLP 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

TLP 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 \$ 30,000.00 or (2) the amount of cash expenditures made by TLP 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 \$ 30,000.00.

ARTICLE IV ACCESS TO AND RETENTION OF RECORDS

At any time, during regular business hours, with reasonable notice and as often as the Department, the Comptroller General of the United States, the State, or other agency or individual authorized by the Department may deem necessary, TLP 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 TLP to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Agreement.

TLP, 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, TLP 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, TLP 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.

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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 TLP 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

TLP 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. Auto Liability Insurance covering the TLP owned vehicle 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.

ARTICLE VII INDEPENDENT CONTRACTOR STATUS/INDEMNIFICATION

- A. TLP understands and agrees that it is an independent contractor.
- B. To the fullest extent of the law, TLP agrees to indemnify and hold the Department and the County and their respective boards, 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 TLP's performance of this Agreement. TLP 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 boards, officers, employees, volunteers, agents, servants, and/or representatives by reason of or result of TLP'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. TLP agrees to indemnify and hold the Department and the County and their respective boards, 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 disclosure, intentional or unintentional, of confidential information.
- D. TLP 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 TLP or any employee, agent or representative of TLP.

ARTICLE VIII MAINTENANCE OF EFFORT

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

TLP 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. TLP 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. The Department agrees to allow TLP to utilize screening data gathered during performance of duties identified in Appendix I as part of an aggregate set of data for the purpose of developing standardized norms on screening subsets for an adolescent population and possible scenarios for future learning or training provided confidential information is not linked to the clients served.

ARTICLE X ASSURANCES AND CERTIFICATIONS

TLP assures and certifies that:

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1. TLP 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 TLP'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 TLP 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. TLP 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. TLP 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 TLP partnership with the Delaware County Job Network.
7. TLP recognizes its responsibility for and agrees to assume full financial liability for any subsequent questioned or disallowed costs not expressly included and approved in Appendix II of this agreement, but which are associated with activities conducted by TLP.
8. TLP recognizes and accepts its responsibility to maintain easily accessible and auditable financial and programmatic records.
9. TLP 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.
10. All services delivered under this contract will be provided in accordance with the Department's Prevention and Retention and Contingency Policy.
11. TLP will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. TLP 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.
12. TLP will, in all solicitation or advertisements for employees placed by or on behalf of TLP, 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.
13. 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.
14. 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.
15. TLP 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.

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16. TLP 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 TLP. If any participant objects to the religious character of the organization, TLP will immediately refer the individual to the Department for an alternative provider.
17. Neither TLP 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.
18. TLP will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.
19. TLP 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.
20. Claims made to the Department for payment for services do not duplicate claims made by TLP to other sources of public funds for the same service. The services being agreed upon are not available on a non-reimbursable basis.
21. 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.
22. TLP 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. TLP 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.
23. TLP 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. TLP 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.
24. TLP 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.
25. 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.
26. TLP will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.D. 1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any federal award will be disclosed.
27. TLP will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 SC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 Cfr Part 15, which prohibit the use under nonexempt federal contracts, grants, or lands of facilities included in the EPA List of Violating Facilities. Violations shall be reported to the State/county agency and to the US EPA Assistant Administrator for Enforcement (EN-329).

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28. TLP 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.
29. TLP has no outstanding findings for recovery pending or issued against it by the State of Ohio.
30. TLP 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, TLP 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.
31. TLP will comply with all other Federal, State or local laws not enumerated herein.
32. 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 said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. 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

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

B. Termination for the Convenience of TLP

TLP may terminate this Agreement at any time by giving at least seven (7) days advance notice, in writing, to the Department. TLP 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, TLP shall be entitled to receive compensation for any

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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 TLP 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 TLP 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, TLP 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.

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

ARTICLE XIV Severability

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

ARTICLE XIII GOVERNING LAW

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

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

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

Appendix I	Statement of Work to be Performed/Proposal
Appendix II	Budget
Appendix III	Invoice Format
DMA Form (HLS 0038)	
Certification/Affidavit in Compliance With O.R.C. Section 3517.13	

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

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

RESOLUTION NO. 08-947

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND JUVENILE COURT FOR THE MOMS MENTOR PROGRAM:

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

2008-2009 CONTRACT
FOR THE PURCHASE OF SERVICES AND PROGRAMS (MENTOR M.O.M.S.)
BETWEEN THE DELAWARE COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES
AND
DELAWARE COUNTY COMMON PLEAS COURT, JUVENILE PROBATE DIVISION

This Contract is entered into this 11th day of August, 2008 by and between the Delaware County Department of Job and Family Services (hereinafter, “DCDJFS”), whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, the Delaware County Board of County Commissioners (hereinafter, “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Delaware County Common Pleas Court, Juvenile Probate

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Division (hereinafter, "Juvenile Court") whose address is 88 North Sandusky Street, Delaware, Ohio 43015 (hereinafter singly "Party," collectively, "Parties").

PRELIMINARY STATEMENTS

WHEREAS, the Juvenile Court operates the Moms Offering Mentoring Support Program ("Mentor M.O.M.S.") which provides programs and services to assist and mentor eligible teenage mothers in Delaware County, Ohio.

WHEREAS, DCDJFS has accepted federal TANF funds for state fiscal year 2009 ("SFY 2009") to provide programs and services to assist and mentor teenage mothers and needs to provide such services or contract out for services; and,

WHEREAS, the Juvenile Court is willing to provide such services or contract out for services; and,

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

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

1. PURPOSE OF CONTRACT:

The purpose of this Contract is to state the covenants and conditions under which the Juvenile Court shall provide and operate the Mentor M.O.M.S. Program for and on behalf of DCDJFS. The Juvenile Court shall provide services and programs through the Mentor M.O.M.S. Program to individuals eligible to receive such services and/or programming through the Mentor M.O.M.S. Program in Delaware County, Ohio. Eligibility of individuals for participation in the Mentor M.O.M.S. Program is determined by DCDJFS and/or Juvenile Court. Services and programs to be provided through the Mentor M.O.M.S. Program and the budget for such programs and services are respectively described in detail in Appendix I (Statement of Work July 1, 2008 thru June 30, 2009) and Appendix II (Budget, July 1, 2008 thru June 30, 2009), both of which are attached hereto and both of which by this reference are fully incorporated into and made a part of this Contract (hereinafter respectively "Appendix I" and "Appendix II.")

2. TERM:

This Agreement shall be effective _____, 2008 retroactive to July 1, 2008, through June 30, 2009.

3. SCOPE OF SERVICES/DELIVERABLES:

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

4. FINANCIAL AGREEMENT:

A. PAYMENT PROCEDURES:

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

5.

B. MAXIMUM PAYMENT

6.

The Juvenile Court agrees to accept as full payment for services rendered in a manner satisfactory to DCDJFS, the lesser of the following: (1) The maximum amount of Thirteen Thousand Six Hundred Forty-Two Dollars and Fifty Cents (\$13,642.50) or (2) the amount of actual expenditures made by the Juvenile Court for purposes of providing the services. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of Thirteen Thousand Six Hundred Forty-Two Dollars and Fifty Cents (\$13,642.50). See Appendix II.

5. LIMITATION OF SOURCE OF FUNDS:

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

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6. DUPLICATE BILLING/OVERPAYMENT:

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

7. INFORMATION REQUIREMENTS:

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

8. AVAILABILITY AND RETENTION OF RECORDS:

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

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

Prior to the destruction of any records related to performance of this Contract, regardless of who holds such records, the Juvenile Court shall contact the DCDJFS in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

9. INDEPENDENT FINANCIAL RECORDS:

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

10. SERVICE DELIVERY RECORDS:

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

11. RESPONSIBILITY FOR INDEPENDENT AUDIT:

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

12. RESPONSIBILITY OF AUDIT EXCEPTIONS:

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

13. INDEPENDENT CONTRACTORS:

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

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DCDJFS, and Delaware County.

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

15. **TERMINATION:**

A. Termination for the Convenience:

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

B. Breach or Default:

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

C. Waiver:

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

D. Loss of Funding

It is understood by the Juvenile Court that availability of funds for this Contract and thus this Contract is contingent on appropriations made by the Local, State and/or Federal governments. In the event that the Local, State and/or Federal reimbursement is no longer available to the DCDJFS, the Juvenile Court understands that changes and/or termination of this Contract will be required and necessary. To the extent permitted by law, the Juvenile Court agrees to hold harmless DCDJFS and the Board for any such changes and/or termination. Such changes and/or termination shall be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by DCDJFS.

16. **SAFEGUARDING OF CLIENT:**

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

17. **CIVIL RIGHTS:**

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

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18. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED:

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

19. FAIR HEARING:

In accordance with state regulations, DCDJFS is charged with fulfilling responsibilities relative to appeals and/or state hearings brought or initiated by Mentor M.O.M.S. Program participants. The Juvenile Court, its providers, and their respective officials, officers, employees, agents, representatives, volunteers, and/or servants agree to and shall be under the direction of the DCDJFS relative to any such appeals and/or state hearings. Additionally, the Juvenile Court, its providers, and their respective officials, officers, employees, agents, representatives, volunteers, and/or servants agree to assist in the informational gathering and support processes related to the appeals and/or state hearing process and participation in the state hearing and/or appeal itself.

20. DRUG-FREE WORKPLACE:

The Juvenile Court agrees to comply and certifies compliance with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. The Juvenile Court shall make a good faith effort to ensure that all of its and any of its providers officials, officers, employees, agents, representatives, volunteers, and/or servants will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

21. DMA FORM STATEMENT:

The Juvenile Court certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, the Juvenile Court agrees make such certification by completing the declaration of material assistance/no assistance described in R.C. § 2909.33(A) and understands that this Contract is contingent upon full completion of such certificate and “No” being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Contract and by this reference made a part of this Contract.

22. FINDINGS FOR RECOVERY:

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

23. NOTICES:

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

Juvenile Court:

Judge Kenneth J. Spicer
Delaware County Juvenile Probate Court
88 North Sandusky Street
Delaware, Ohio 43015

DCDJFS:

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

24. PUBLICITY:

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

25. GOVERNING LAW:

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

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

26. SEVERABILITY:

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

27. ENTIRE AGREEMENT:

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

28. SIGNATURES:

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

29. EFFECT OF SIGNATURE:

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

(A copy of the agreement is available in the Commissioners' Office until no longer of Administrative Value).

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

RESOLUTION NO. 08-948

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES (AS FISCAL AND ADMINISTRATIVE AGENT FOR DELAWARE COUNTY FAMILY AND CHILDREN FIRST COUNCIL (FCFC)) AND THE DELAWARE GENERAL HEALTH DISTRICT (DGHD) FOR HELP ME GROW PROGRAM:

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

Agreement Between
Delaware County Department of Job and Family Services (DCDJFS), as Fiscal and Administrative Agent for Delaware County Family and Children First Council (FCFC), and Delaware General Health District (DGHD),
for SFY 2009
(TANF, Part C, and GRF Funds)

This Agreement is entered into this 1st day of July, 2008 by and between the Delaware County Department of Job and Family Services (hereinafter, "DCDJFS"), whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Delaware General Health District (hereinafter, "DGHD") whose address is 1 West Winter Street, Delaware, Ohio 43015 (hereinafter collectively, the "Parties").

PRELIMINARY STATEMENTS

WHEREAS, the DCDJFS through Delaware County Family and Children First Council (hereinafter "FCFC") is responsible for the Help Me Grow Program in Delaware County, Ohio; and,

WHEREAS, the Help Me Grow program serves children ages 0-3 and families that meet certain eligibility standards required to receive Help Me Grow Services in Delaware County, Ohio ("Eligible Children and Families").

WHEREAS, DCDJFS, on behalf of and for the FCFC, has accepted state and federal funds for state fiscal year 2009 ("SFY 2009") for the Help Me Grow program and needs to provide services or contract out for services for the Help Me Grow program; and,

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

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

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

1. Purpose:

The purpose of this Agreement is to state the covenants and conditions under which the DGHD shall provide programmatic services and staff for the Help Me Grow program in Delaware County, Ohio. Such services are detailed in the Help Me Grow Program Plan (“Plan”), which DCDJFS and DGHD hereby acknowledge they have received and which by this reference is hereby incorporated into and made a part of this Agreement.

2. Term:

This Agreement shall be effective July 1, 2008, through June 30, 2009.

3. Services to be Provided:

DGHD, in accordance with and pursuant to the Plan, shall provide programmatic services and staff for the Help Me Grow program. Programmatic services shall be provided to Eligible Children and Families and as outlined in Attachment A.

4. Reimbursement for Services:

The DCDJFS shall reimburse the DGHD for all Help Me Grow Services, as described above, actually provided to administer such services. Included in the funding for the said Help Me Grow Services and staff are costs for travel, supplies, and phones.

To receive such reimbursement, DGHD shall submit to DCDJFS proper monthly invoices for services actually performed. The DGHD shall provide to DCDJFS and such monthly invoices shall include documentation satisfactory to DCDJFS of services actually performed. Such reimbursement shall be paid by DCDJFS to DGHD within 30 days of receipt by DCDJFS of such proper monthly invoices and accompanying documentation.

5. Maximum Reimbursement:

DGHD agrees to accept as full payment for services rendered in a manner satisfactory to the DCDJFS, the lesser of the following: (1) The maximum amount of Five Hundred Sixty-Three Thousand Five Hundred Ninety-Five Dollars (\$563,595.00) or (2) the amount of actual expenditures made by DGHD for purposes of carrying out the services and providing the staff as stated herein. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of Five Hundred Sixty-Three Thousand Five Hundred Ninety-Five Dollars (\$563,595.00) with maximums being funded as follows:

TANF (CFDA 93.558)	\$357,038.00
PART C	\$101,753.00
GRF	104,804.00

6. Duplicative Billing/Overpayment:

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

7. Information Exchange Requirements:

The DGHD shall provide the DCDJFS with all information necessary to support the administrative requirements of Delaware County’s state and federal Help Me Grow Program. As specified in the Plan, the DCDJFS shall provide the DGHD necessary information regarding Eligible Children and Families participating in the Help Me Grow program.

8. Access to and Retention of Records:

At any time, during regular business hours, with reasonable notice and as often as the DCDJFS, the Comptroller General of the United States, the State, or other agency or individual authorized by the DCDJFS may deem necessary, the DGHD 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,

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documents and all other information or data relating to all matters covered by this Agreement. The DCDJFS and the above named parties shall be permitted by the DGHD to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Agreement.

The DGHD, 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, the DGHD 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, the DGHD shall contact the DCDJFS in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

9. Responsibilities of DCDJFS:

Pursuant to the Director of the Ohio Department of Job and Family Services ("ODJFS") and by designation of the Board, DCDJFS is responsible for administration for the Help Me Grow Program in Delaware County, Ohio. As a result, DCDJFS shall retain final authority for and be consulted by the DGHD prior to any and all administrative and policy decisions related to services delivered pursuant to this Agreement as related to Help Me Grow Funds.

10. Performance Standards:

The ODJFS requires that the Help Me Grow Program include core services which must be incorporated in a plan prepared in conjunction with the FCFC and approved by the ODJFS.

11. Monitoring and Evaluation:

The Parties will monitor the manner in which the terms of this Agreement are being fulfilled, services delivered and evaluate the extent to which the program/services are being achieved.

12. Publicity:

In any publicity release or other public reference, including media release, information pamphlets, etc. on the programs/services provided pursuant to this Agreement, it shall be clearly stated that the project is funded by ODJFS through the Board and the DCDJFS.

13. Parties Responsible for Their Own Actions:

The DGHD, the Board, and the DCDJFS, as governmental entities/political subdivisions, lack authority to indemnify. As such, the Parties, agree to be and shall be responsible for their own actions resulting from their performance of and/or provision of services under this Agreement. Therefore, the Parties agree to be individually and solely responsible for any and all claims, lawsuits, liability, losses, damages, injuries (including death), and/or related expenses that each may incur as a result of their own actions in the performance of and/or provision of services under this Agreement.

14. Independent Contractor:

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

15. Independent Financial Records:

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

16. Responsibility for Independent Audit:

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

17. Responsibility for Audit Exceptions:

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

18. Compliance with Help Me Grow Regulations:

Throughout the term of this Agreement, the DGHD agrees to maintain compliance with all federal, state, and local laws and regulations which govern the services provided under the Help Me Grow Program.

19. Safeguarding of Client and Client Information:

The Parties agree that the use or disclosure by any Party of any information concerning Eligible Children and Families for any purpose not directly related with the administration of this Agreement is strictly prohibited except upon the written consent of the DCDJFS and the Eligible Children and Families or, if a minor, his/her responsible parent or guardian.

20. Termination for Convenience/Cause:

A. Termination for the Convenience:

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

B. Breach or Default:

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

C. Waiver:

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

D. Loss of Funding

It is understood by the DGHD that availability of funds for this Agreement and thus this Agreement is contingent on appropriations made by the Local, State and/or Federal government. In the event that the Local, State and/or Federal reimbursement is no longer available to the DCDJFS, the DGHD 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 Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by the DCDJFS.

21. Civil Rights:

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

22. Accessibility of Programs to the Disabled/Handicapped:

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

23. Fair Hearing:

The DCDJFS is responsible for fulfilling responsibilities relative to Help Me Grow participants appeal and state hearings in accordance with State Regulations. The DGHD and its providers, agents, etc. shall, under the direction of the DCDJFS, assist in the informational gathering and support process related to the state hearing process.

24. Drug-Free Workplace:

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

25. DMA Form Statement:

The DGHD certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, the DGHD 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.

26. Findings for Recovery: The DGHD certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

27. Notices:

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

DGHD:

Frances Veverka
Health Commissioner
DGHD
1 West Winter Street
Delaware, Ohio 43015

DCDJFS:

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

28. 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.

29. 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 be complied with.

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

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

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

33. **Effect of Signature:** The signatures of the Parties below indicate that the signers and the entities that they represent agree to be bound by all the terms and conditions of this Agreement.

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

RESOLUTION NO. 08-949

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE RICHMEIER THERAPEUTIC HOME FOR CHILD PLACEMENT SERVICES:

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

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Richmeier Therapeutic Home PO Box 351928 Toledo, Ohio 43635	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

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

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

RESOLUTION NO. 08-950

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

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

Appropriation Transfers		
From	To	
22311611-5801	22311611-5348	
Workforce Investment Act/Transfers	Workforce Investment Act/Program Professional Services	\$ 150,000.00
22411601-5001	22411601-5348	
JFS Income Maintenance/Salaries	JFS Income Maintenance/Program Professional Services	\$ 40,000.00
22411601-5101	22411601-5348	
JFS Income Maintenance/Health Insurance	JFS Income Maintenance/Program Professional Services	\$ 16,000.00
22411601-5120	22411601-5348	
JFS Income Maintenance/PERS	JFS Income Maintenance/Program Professional Services	\$ 8,000.00
22411602-5215	22411602-5348	
JFS PRC/Program Supplies	JFS PRC/Program Professional Services	\$ 25,000.00
22411603-5001	22411601-5348	
JFS Workforce/Salaries	JFS Income Maintenance/Program Professional Services	\$ 2,000.00
22411603-5120	22411601-5348	
JFS Workforce/PERS	JFS Income Maintenance/Program Professional Services	\$ 8,000.00
22411604-5001	22411601-5348	
JFS Child Protective/Salaries	JFS Income Maintenance/Program Professional Services	\$ 60,000.00
22411604-5101	22411601-5347	
JFS Child Protective/Health Insurance	JFS Income Maintenance/Program Professional	\$ 35,000.00

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22411604-5120	Services					
JFS Child Protective/PERS	22411601-5348					
	JFS Income Maintenance/Program Professional Services	\$				15,000.00
22411605-5001	22411601-5348					
JFS Admin/Salaries	JFS Income Maintenance/Program Professional Services	\$				22,000.00
22411605-5101	22411601-5347					
JFS Admin/Health Insurance	JFS Income Maintenance/Program Professional Services	\$				13,000.00
22411605-5120	22411601-5348					
JFS Admin/PERS	JFS Income Maintenance/Program Professional Services	\$				3,000.00
22411606-5001	22411601-5348					
JFS Social Services/Salaries	JFS Income Maintenance/Program Professional Services	\$				10,000.00
22411606-5101	22411601-5347					
JFS Social Services/Health Insurance	JFS Income Maintenance/Program Professional Services	\$				1,000.00
22411606-5120	22411601-5348					
JFS Social Services/PERS	JFS Income Maintenance/Program Professional Services	\$				2,000.00
22511607-5342	22511607-5215					
Children Services/Med & Health Related Services	Children Services/Program Supplies	\$				5,000.00
Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Aye

RESOLUTION NO. 08-951

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR A JUVENILE COURT GRANT FROM THE COUNCIL FOR OLDER ADULTS:

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

Council for Older Adults

Grant #	
Source:	Council for Older Adults
Grant Period:	1-1-09 through 12-31-09
Grant Amount:	\$ 8,278.84
Funds provided from contract with schools	<u>\$ 28,111.67</u>
Total Cost of Program	\$ 36,390.51

This Grant is to provide 22% of the salary for the Community Services Specialist that supervises the Suspension Alternative Program (SAP). We fulfill our contract with the Council for Older Adults by performing community service for senior citizens around the county. Seniors put in work orders with the COA, who then forward them to us for completion. We provide over 1,200 hours of community service to the seniors of Delaware annually.

Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Aye
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RESOLUTION NO. 08-952

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR THE OHIO DEPARTMENT OF YOUTH SERVICES RECLAIM GRANT FOR JUVENILE COURT:

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

Ohio Department of Youth Services

Grant #	
Source:	Ohio Department of Youth Services
Grant Period:	July 1, 2008 to June 30, 2009

FY 2009 Base (Youth Services Grant / 510) Allocation	\$ 180,596.00
FY 2009 Tentative Variable (RECLAIM Ohio / 401) Allocation	<u>\$ 405,652.60</u>

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Total FY 2009 DYS Grant Funds \$ 586,248.60

The Grant renewal provides funding for the following programs: Probation, Sex Offender Probation, Family Preservation (Family Advocates), Diversion, Restitution\Community Service, Monitoring\Surveillance, and Transportation. This is a biennium grant and we are in the second year of the grant. As such, we only need to provide financials and updates to any programs from the previous year. We are updating program 110 Family Advocate.

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

RESOLUTION NO. 08-953

IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF THE REVOLVING LOAN FUND SEMI-ANNUAL REPORT WITH THE OHIO DEPARTMENT OF DEVELOPMENT, OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS:

It was moved by Mr. Evans, seconded by Mr. Ward to authorize the submittal of RLF report:

WHEREAS, the Ohio Department of Development provides financial assistance to Delaware County under the Community Development Block Grant (CDBG) Program; and

WHEREAS, Delaware County has a Revolving Loan Fund, which is capitalized with Community Development Block Grant (CDBG) funds, with use of these funds having a National Objective of assisting eligible low-moderate income households; and

WHEREAS, Office of Housing and Community Partnerships (OHCP) in the Ohio Department of Development (ODOD) has requested that Delaware County significantly reduce its Revolving Loan Fund (RLF) balance by spending said funds on eligible CDBG activities meeting a CDBG National Objective; and

WHEREAS, the Ohio Department of Development requires the County to submit a report of the RLF funds for their review.

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

Section 1. The Delaware County Board of Commissioners hereby authorizes the submittal of the Semi-Annual RLF Report for the period of January 1, 2008 – June 30, 2008, to Ohio Department of Development, Office of Housing and Community Partnership.

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

RESOLUTION NO. 08-954

A RESOLUTION APPROVING THE PORT AUTHORITY REQUEST TO WAIVER THE ADMINISTRATIVE ASSISTANCE FEE FOR 2007:

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

Whereas, the Delaware County Board of Commissioners created the Delaware County Port Authority per Resolution No. 06-506, adopted on April 24, 2006; and

Whereas, the Port Authority has determined that it requires administrative assistance in order to adequately and effectively perform its duties as an economic development organization within the County; and

WHEREAS, the Port Authority has requested the assistance of the County to provide administrative assistance to the organization, to be funded through fees generated from development projects receiving assistance from the Port Authority, and

Whereas, the Port Authority shall make a minimum payment of \$20,000 per calendar year to the County for administrative services, subject to the availability of funds, and

Whereas, the Port Authority can assist future economic development in the County

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

Section 1. The Delaware County Commissioners approve to waiver the administrative assistance fee in the amount of \$20,000 for the 2007 calendar year.

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

RESOLUTION NO. 08-955

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR DELAWARE COUNTY FORMULA 2007 VILLAGE OF ASHLEY WATER FACILITY IMPROVEMENTS:

It was moved by Mr. Evans, seconded by Mr. Ward to approve specifications and set bid opening date and time for **Thursday, August 28, at 3:30 pm.** This bid opening will be held at the Delaware County Commissioners Office located at 101 N. Sandusky Street, Delaware, Ohio 43015.

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

RESOLUTION NO. 08-956

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR DELAWARE COUNTY FORMULA 2007 VILLAGE OF OSTRANDER STREET IMPROVEMENTS:

It was moved by Mr. Evans, seconded by Mr. Ward to approve specifications and set bid opening date and time for **Thursday, August 28, 2008, at 3:00 pm.** This bid opening will be held at the Delaware County Commissioners Office located at 101 N. Sandusky Street, Delaware, Ohio 43015.

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

RESOLUTION NO. 08-957

IN THE MATTER OF APPROVING A CLASSIFIED ADVERTISING CONTRACT WITH THE COLUMBUS DISPATCH FOR CLASSIFIED ADVERTISEMENTS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve a classified advertising contract with The Columbus Dispatch for classified advertisements.

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

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

RESOLUTION NO. 08-958

IN THE MATTER OF APPROVING THE OHIO DEPARTMENT OF NATURAL RESOURCES 2007 COMMUNITY DEVELOPMENT FINAL REPORT:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the Ohio Department Of Natural Resources 2007 Community Development Final Report

(A copy of the report is available in the Commissioners’ Office until no longer of administrative value).

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

RESOLUTION NO. 08-959

IN THE MATTER OF APPROVING THE DKMM COUNTY RECYCLING AND LITTER PREVENTION OFFICE QUARTERLY CONTRACT REPORT:

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

Report Form: Documentation of District funds spent
REPORTING PERIOD: April through June 2008
CRLPO: _Delaware County
DATE OF REPORT July 7, 2008
AMOUNT OF FINANCIAL ASSISTANCE RECEIVED: \$ 0.00

EXPENDITURES:

Salaries	\$ 7,236.00
Fringe Benefit	\$ 6,157.27
Equipment	\$

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Travel	\$					
Advertising	\$	442.58				
Other (Explain)	\$					
TOTAL EXPENDITURE:		\$ 13,835.85				
FUND BALANCE:		\$16,702.30				
Vote on Motion	Mr. Ward	Aye	Mr. Jordan	Aye	Mr. Evans	Aye

RESOLUTION NO. 08-960

IN THE MATTER OF APPROVING AGREEMENT BETWEEN THE DELAWARE GENERAL HEALTH DISTRICT AND THE DELAWARE COUNTY ADULT COURT SERVICES DEPARTMENT FOR AN ADULT LITTER COLLECTION CREW:

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

APPROVING AGREEMENT BETWEEN THE DELAWARE GENERAL HEALTH DISTRICT AND THE DELAWARE COUNTY ADULT COURT SERVICES DEPARTMENT FOR AN ADULT LITTER COLLECTION CREW

This Agreement is made and concluded at Delaware, Ohio this 1st day of August, 2008 by and between the Board of Health of the Delaware General Health District (hereinafter referred to as the “Board”) whose address is 1 West Winter Street, Delaware, Ohio 43015 and the Delaware County Adult Court Services Department (hereinafter referred to as the “Department”), whose address is 22 Court Street, Delaware, Ohio 43015 (hereinafter collectively the “Parties”).

WHEREAS, the Board is in need of a supervised adult crew to provide seasonal litter collection within the Delaware General Health District (hereinafter “Health District”); and,

WHEREAS, the Department is qualified and willing to provide such services as may be needed by the Board.

NOW THEREFORE, for good and valuable consideration and the mutual obligations contained herein, it is hereby mutually understood and agreed as follows:

1. TERM

The term of this Agreement shall be inclusive of August 1, 2008 through December 31, 2008.

2. SCOPE OF SERVICES:

The Department hereby agrees to implement and provide a supervised adult crew to provide seasonal litter collection within the Health District (hereinafter the “Services”). The Services shall be rendered in accordance with the following:

- A. Fifty-One (51) hours of Services shall be rendered during the term of this Agreement.
- B. The Services shall be rendered upon the request of the Board or its duly appointed representative.
- C. The Services shall be rendered at locations mutually determined and agreed upon by the Department and the Board or its duly appointed representative.
- D. The Services shall only be rendered within the geographical boundaries of the Health District.
- E. The Department shall provide supervision for the adult crew in the form of a supervisor(s). At a minimum, any and all such supervisor(s) shall meet all of the following requirements:
 - i. The supervisor(s) shall be at least of Twenty-One (21) years old,
 - ii. The supervisor(s) shall possess a current and valid Ohio driver's license,
 - iii. The supervisor(s) shall have a safe driving record verified by a driver's license check,
 - iv. The supervisor(s) shall provide proof of current and valid motor vehicle insurance,
 - v. The supervisor(s) shall pass a background check investigation performed in accordance with the law and this Agreement.
- F. At all times while the Services are being performed, the adult crew will be staffed by at least one (1) supervisor.

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G. While the Services are being performed and while under the supervision of the Department for the purpose of performing the Services, the Department shall conform to and exercise good labor supervision practices. The Department shall exercise reasonable care in the supervision of and assume the responsibility for the safety and well being of those individuals assigned to perform the Services.

H. So long as approved by the Board, litter collection bags to be used for the Services will be provided by the Board.

I. The Department shall provide for the safe transportation of the litter collection crew.

J. Unless otherwise provided in this Agreement, all equipment and supplies need to perform the Services, such as safety equipment, vehicle(s), etc . . . , shall be provided by the Department.

K. Unless otherwise provided for by this Agreement, any and all expenses related to the provision of the Services shall be the responsibility of the Department.

L. The Department, when requested by the Board or its authorized representative, shall participate in staff meetings and discussions with Board personnel and staff for the purpose of planning and evaluating the progress of the Services.

M. The Department shall prepare and compile all records and reports relating to the Services as required by the Board. The Department shall forward all such records and reports to the Board or its designated representative by the 1st day of the reporting months of October 2008 and January 2009. The Board shall incorporate the records and reports into its litter records.

N. In addition to that which is provided in this Agreement, in implementing and providing the Services, the Department shall conform and act in accordance with all applicable Delaware County, Board and Department policies and procedures, including, but not limited to, personnel qualifications and necessary background checks.

O. The Services shall be rendered in accordance with all federal, state, and local laws.

3. REMUNERATION

In exchange for providing the Services, the Board shall pay to the Department a total of One Thousand Dollars and No Cents (\$1,000.00). Such amount shall be paid by the Board to the Department in two (2) installments. The first installment shall be in the amount of Five Hundred Dollars and No Cents (\$500.00), which the Board shall pay to the Department on or before August 29, 2008. The second installment shall be in the amount of Five Hundred Dollars and No Cents (\$500.00), which the Board shall pay to the Department prior to the expiration of the term of this Agreement.

The Department shall provide the Board a proper and detailed invoice in advance of the due date and/or payment of each installment.

4. TAXES

The Department agrees to be responsible for all tax liability that accrues as a result of this Agreement. The Department further acknowledges that the Board has no responsibility for the tax liability of the Department.

5. BACKGROUND CHECKS

The Department, at its own expense and in accordance with law, shall, at a minimum, conduct BCI background checks of any and all persons employed and/or acting on behalf of the Department as a supervisor of the adult crews.

6. INSURANCE

The Department shall carry and maintain throughout the life of this Agreement such bodily injury and property damage liability insurance and vehicle (automobile) insurance as will protect it and the Board, the Delaware General Health District, the Delaware County Board of County Commissioners, Delaware County and their respective board members, officers, employees, agents, representatives, servants, and volunteers against any and all claims for personal injury, including death, or property damage, which may arise from the performance of or operations under this Agreement or from the use of any vehicle(s) in connection therewith.

Prior to commencement of this Agreement and at any other times requested by the Board, the Department shall present to the Board current certificates of insurance, and shall maintain such insurance during and throughout the term of this Agreement. If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the Board within seven (7) calendar days of change.

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7. PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS/RELEASE OF LIABILITY

The Department and Board, each as a governmental entities, lack authority to indemnify. As such, the Department and Board agree to each individually be and shall be responsible for their own actions, and/or the actions of their respective officers, employees, agents, representatives, volunteers, and servants, resulting from or related to the performance of this Agreement. The Department and the Board agree to be individually and solely responsible for any and all liability, loss, damage, injury, and/or related expenses that each may incur as a result of their own actions, and/or the actions of their respective officers, employees, agents, representatives, volunteers, and servants in the performance of this Agreement. The Department further agrees and shall release the Board from any and all liability for any accident, damages, loss, injury or death sustained by the Department, the Department's officers, employees, agents, representatives, volunteers, and servants, and/or any participant while performing the Services under this Agreement.

8. INDEPENDENT CONTRACTOR

The Department agrees that it shall act in performance of this Agreement as an independent contractor. The Department and the Board agree that no agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement. The Department agrees that, as an independent contractor, the Department assumes all responsibility for any federal state, municipal, and/or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.

9. TERMINATION

A. Termination for the Convenience:

The Parties may terminate this Agreement at any time and for any reason when it is determined by the Parties to be in their best interest to do so by giving at least thirty (30) days advance notice, in writing, to the other party. The Department shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. Breach or Default:

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

C. Effect of Waiver of any Occurrence of Breach or Default:

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 either party 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 either party shall be authorized in writing and signed by an individual authorized to agree to such a waiver.

10. USE OF RECORDS

The Department agrees that, without prior permission of the Board, it will not use any information, systems, or records made available to it or generated by it in relation to this Agreement for any purpose other than to fulfill the contractual duties specified herein.

11. NON-DISCRIMINATION/EQUAL OPPORTUNITY

The Department hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, sexual orientation, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which this Agreement relates.

The Department further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for

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the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, sexual orientation, or ancestry.

The Department certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

The Department certifies that it complies with Title VI and VII of the 1964 Civil Rights Act and all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

12. NOTICES

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

DEPARTMENT:

Doug Missman
Delaware County Adult
Court Services Department
22 Court Street
Delaware, Ohio 43015

BOARD:

Frances M. Veverka
Health Commissioner
Delaware General Health District
1 West Winter Street
Delaware, Ohio 43015

13. FINDINGS FOR RECOVERY

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

14. DMA FORM STATEMENT

The Department certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C.

§ 2909.33, the Department agrees to 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.

15. 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 Departments of Delaware County, Ohio.

16. 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

17. AUTHORITY TO SIGN

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

The Health Commissioner was authorized to enter into this Agreement on behalf of the Board by resolution duly adopted by the Board on August 1, 2008.

18. ENTIRE AGREEMENT

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

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

RESOLUTION NO. 08-961

IN THE MATTER OF APPROVING AGREEMENT BETWEEN THE DELAWARE GENERAL HEALTH DISTRICT AND THE DELAWARE COUNTY JUVENILE COURT FOR JUVENILE COURT REFERRAL LITTER COLLECTION:

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

AGREEMENT BETWEEN THE DELAWARE GENERAL HEALTH DISTRICT AND THE DELAWARE COUNTY JUVENILE COURT FOR JUVENILE COURT REFERRAL LITTER COLLECTION

This Agreement is made and concluded at Delaware, Ohio this 1st day of August, 2008 by and between the Board of Health of the Delaware General Health District (hereinafter referred to as the “Board”) whose address is 1 West Winter Street, Delaware, Ohio 43015 and the Delaware County Juvenile Court (hereinafter referred to as the “Court”), whose address is 88 North Sandusky Street, Delaware, Ohio 43015 (hereinafter collectively the “Parties”).

WHEREAS, the Board is in need of a supervised juvenile crew to provide seasonal litter collection within the Delaware General Health District (hereinafter “Health District”); and,

WHEREAS, the Court is qualified and willing to provide such services as may be needed by the Board.

NOW THEREFORE, for good and valuable consideration and the mutual obligations contained herein, it is hereby mutually understood and agreed as follows:

1. TERM

The term of this Agreement shall be inclusive of August 11, 2008 through December 31, 2008.

2. SCOPE OF SERVICES:

The Court hereby agrees to implement and provide a supervised juvenile crew to provide seasonal litter collection within the Health District (hereinafter the “Services”). The Services shall be rendered in accordance with the following:

A. One hundred thirty-four (134) hours of Services shall be rendered during the term of this Agreement.

B. The Services shall be rendered upon the request of the Board or its duly appointed representative.

C. The Services shall be rendered at locations mutually determined and agreed upon by the Court and the Board or its duly appointed representative.

D. The Services shall only be rendered within the geographical boundaries of the Health District.

E. The Court shall provide supervision for the juvenile crew in the form of a supervisor(s). At a minimum, any and all such supervisor(s) shall meet all of the following requirements:

- i. The supervisor(s) shall be at least of Twenty-One (21) years old,
- ii. The supervisor(s) shall possess a current and valid Ohio driver's license,
- iii. The supervisor(s) shall have a safe driving record verified by a driver's license check,
- iv. The supervisor(s) shall provide proof of current and valid motor vehicle insurance,
- v. The supervisor(s) shall pass a background check investigation performed in accordance with the law and this Agreement.

F. At all times while the Services are being performed, the juvenile crew will be staffed by at least one (1) supervisor.

G. While the Services are being performed and while under the supervision of the Court for the purpose of performing the Services, the Court shall conform to and exercise good youth supervision practices. The Court shall exercise reasonable care in the supervision of and assume the responsibility for the safety and well being of those individuals assigned to perform the Services.

H. So long as approved by the Board, litter collection bags to be used for the Services will be provided by the Board.

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- I. The Court shall provide for the safe transportation of the litter collection crew.
- J. Unless otherwise provided in this Agreement, all equipment and supplies need to perform the Services, such as safety equipment, vehicle(s), etc . . . , shall be provided by the Court.
- K. Unless otherwise provided for by this Agreement, any and all expenses related to the provision of the Services shall be the responsibility of the Court.
- L. The Court, when requested by the Board or its authorized representative, shall participate in staff meetings and discussions with Board personnel and staff for the purpose of planning and evaluating the progress of the Services.
- M. The Court shall prepare and compile all records and reports relating to the Services as required by the Board. The Court shall forward all such records and reports to the Board or its designated representative by the 1st day of the reporting months of October 2008 and January 2009. The Board shall incorporate the records and reports into its litter records.
- N. In addition to that which is provided in this Agreement, in implementing and providing the Services, the Court shall conform and act in accordance with all applicable Delaware County, Board and Court policies and procedures, including, but not limited to, personnel qualifications and necessary background checks.
- O. The Services shall be rendered in accordance with all federal, state, and local laws.

3. REMUNERATION

In exchange for providing the Services, the Board shall pay to the Court a total of Two Thousand Dollars and No Cents (\$2,000.00). Such amount shall be paid by the Board to the Court in two (2) installments. The first installment shall be in the amount of One Thousand Dollars and No Cents (\$1,000.00), which the Board shall pay to the Court on or before August 29, 2008. The second installment shall be in the amount of One Thousand Dollars and No Cents (\$1000.00), which the Board shall pay to the Court prior to the expiration of the term of this Agreement.

The Court shall provide the Board a proper and detailed invoice in advance of the due date and/or payment of each installment.

4. TAXES

The Court agrees to be responsible for all tax liability that accrues as a result of this Agreement. The Court further acknowledges that the Board has no responsibility for the tax liability of the Court.

5. BACKGROUND CHECKS

The Court, at its own expense and in accordance with law, shall, at a minimum, conduct BCI background checks of any and all persons employed and/or acting on behalf of the Court as a supervisor of the juvenile crews.

6. INSURANCE

The Court shall carry and maintain throughout the life of this Agreement such bodily injury and property damage liability insurance and vehicle (automobile) insurance as will protect it and the Board, the Delaware General Health District, the Delaware County Board of County Commissioners, Delaware County and their respective board members, officers, employees, agents, representatives, servants, and volunteers against any and all claims for personal injury, including death, or property damage, which may arise from the performance of or operations under this Agreement or from the use of any vehicle(s) in connection therewith.

Prior to commencement of this Agreement and at any other times requested by the Board, the Court shall present to the Board current certificates of insurance, and shall maintain such insurance during and throughout the term of this Agreement. If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the Board within seven (7) calendar days of change.

7. PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS/RELEASE OF LIABILITY

The Court and Board, each as a governmental entities, lack authority to indemnify. As such, the Court and Board agree to each individually be and shall be responsible for their own actions, and/or the actions of their respective officers, employees, agents, representatives, volunteers, and servants, resulting from or related to the performance of this Agreement. The Court and the Board agree to be individually and solely responsible for any and all liability, loss, damage, injury, and/or related expenses that each may incur as a result of their own actions, and/or the actions of their respective officers, employees, agents, representatives, volunteers, and servants in the performance of this Agreement. The Court further agrees and shall release the Board from

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any and all liability for any accident, damages, loss, injury or death sustained by the Court, the Court's officers, employees, agents, representatives, volunteers, and servants, and/or any participant while performing the Services under this Agreement.

8. INDEPENDENT CONTRACTOR

The Court agrees that it shall act in performance of this Agreement as an independent contractor. The Court and the Board agree that no agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement. The Court agrees that, as an independent contractor, the Court assumes all responsibility for any federal state, municipal, and/or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.

9. TERMINATION

A. Termination for the Convenience:

The Parties may terminate this Agreement at any time and for any reason when it is determined by the Parties to be in their best interest to do so by giving at least thirty (30) days advance notice, in writing, to the other party. The Court shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. Breach or Default:

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

C. Effect of Waiver of any Occurrence of Breach or Default:

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 either party 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 either party shall be authorized in writing and signed by an individual authorized to agree to such a waiver.

10. USE OF RECORDS

The Court agrees that, without prior permission of the Board, it will not use any information, systems, or records made available to it or generated by it in relation to this Agreement for any purpose other than to fulfill the contractual duties specified herein.

11. NON-DISCRIMINATION/EQUAL OPPORTUNITY

The Court hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, sexual orientation, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which this Agreement relates.

The Court further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, sexual orientation, or ancestry.

The Court certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

The Court certifies that it complies with Title VI and VII of the 1964 Civil Rights Act and all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

12. NOTICES

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

COURT:	BOARD:
Judge Kenneth J. Spicer	Frances M. Veverka
Delaware County Juvenile Court	Health Commissioner
88 North Sandusky Street	Delaware General Health District
Delaware, Ohio 43015	1 West Winter Street
	Delaware, Ohio 43015

13. FINDINGS FOR RECOVERY

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

14. DMA FORM STATEMENT

The Court certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, the Court agrees to 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.

15. 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.

16. 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.

17. AUTHORITY TO SIGN

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

The Health Commissioner was authorized to enter into this Agreement on behalf of the Board by resolution duly adopted by the Board on August 1, 2008.

18. ENTIRE AGREEMENT

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

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

RESOLUTION NO. 08-962

IN THE MATTER OF APPROVING AN AGREEMENT WITH DELAWARE AREA CAREER CENTER FOR
ABLE CLASSES FOR THE INTENSIVE SUPERVISION GRANT:

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

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Contract for Services FY 09

Whereas Delaware County Adult Court Services is in need of an ABLE/GED class on Monday evenings and the Delaware Area Career Center ABLE Program is willing to provide said service at an agreed-upon cost, the Parties hereby agree that:

Delaware Area Career Center/ABLE will provide an on-site ABLE/GED class for adults who are court-involved, at 22 Court Street, Delaware OH 43015.

The Monday evening class will begin on July 7, 2008 and end on June 29, 2009

1. July 7, 14, 21, 28 August 4, 11, 18, 25	(8 weeks)
2. September 8, 15, 22, 29	(4 weeks)
3. October, 6, 13, 20, 27 November 3	(5 weeks)
4. November 17, 24 December 1, 8, 15	(5 weeks)
5. January 5, 12, 26 February 2, 9, 16	(6 weeks)
6. March 2, 9, 16, 23, 30, April 6	(6 weeks)
7. April 20, 27 May 4, 11, 18	(5 weeks)
8. June 1, 8, 15, 22, 29	(5 weeks)

No scheduled classes the following Mondays:

SEPTEMBER 1	LABOR DAY -
NOVEMBER 10	VETERANS' DAY
DECEMBER 22	HOLIDAY BREAK
DECEMBER 20	HOLIDAY BREAK
JANUARY 19	Martin Luther King Day
FEBRUARY 23	Presidents' Day
APRIL 13	Spring Break
MAY 25	MEMORIAL DAY

The ABLE/GED class will meet for two hours, from 5:30-7:30PM.

All adult learners will have a pre and post basic skill assesment using the TABE Test (Test of Adult Basic Education) to document learner progress, as required by the Ohio Department of Education. The instructor will keep attendance and follow-up with students when they are absent from class. The instructor will provide monthly attendance/progress reports for PO's.

This Contract may be modified and/or amended by written agreement of all parties.

Cost of services
Rate = \$35.00 per hour X 3 hours per class session (instructor is paid for 1 hour of preparation time for each 2 hour class) X 44 classes

Total \$4620.00 Payable in two installments.

\$2310.00 Due to ABLE on January 1, 2009

\$2310.00 Due to ABLE on June 30, 2009.

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

There being no further business the meeting adjourned.

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Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners