

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 16, 2009**

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

Present: Todd Hanks, Ken O'Brien, Tommy Thompson

RESOLUTION NO. 09-286

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 12, 2009:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on March 12, 2009; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

PUBLIC COMMENT

RESOLUTION NO. 09-287

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0313:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0313 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R0903584	CENTRAL INDIANA HARDWARE	SECURITY SYSTEM WILLIS	40111402 - 5410	\$24,100.00	0001

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09 -288

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

The Environmental Services Department is requesting that Chad Antle and Matt Ice attend a Water/Wastewater Workshop in Columbus, Ohio March 26, 2009, at no cost.

The Environmental Services Department is requesting that Martin Bell and Marshall Yarnell attend a Wastewater Workshop in Columbus, Ohio March 24-25, 2009, at the cost of \$570.00.

The Administrative Services Department is requesting that Lisa Iannotta attend a Public Records Training in Columbus, Ohio March 30, 2009, at no cost.

The Department of Job and Family Services is requesting that Shelene Williams attend an Adoption Assessor Training in Beaver Creek, Ohio April 1, 2009, at the cost of \$70.78.

The EMS Department is requesting that the EMS Employees attend a Pediatric Advanced Life Support Class in Delaware County February 17, May 20, and November 18, 2009, at the cost of \$1,500.00.

The Engineer's Office is requesting that Jarrod Hobbs & Scott Steck attend the Ohio Forestry Association Chainsaw Level 1 Conference in Seneca, Ohio on March 27, 2009, at the cost of \$325.00.

The Engineer's Office is requesting that Pat Blayney attend the National Association County Engineers 2009 Conference in Peoria, Illinois April 19-23, 2009, at the cost of \$1,373.60.

The Engineer's Office is requesting that Rob Riley attend the Orange Road Bridge Plant Inspection in Bowling

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Green, Kentucky on March 16, 2009, at the cost of \$300.00.

The Engineer's Office is requesting that Cathleen Paulus attend the Ohio LTAP Center Flagging Workshop in Columbus, Ohio April 29, 2009, at the cost of \$40.00.

The Engineer's Office is requesting a \$40.00 amendment to Jarrod Hobbs, Scott Steck and Craig Moran previously approve travel to attend the Ohio LTAP Center Traffic Signs & Pavement Markings Workshop in Columbus, Ohio on April 8, 2009.

The Auditor's Office is requesting that Merrill Sheets and Paul Howard attend a Weights and Measurers Conference in Worthington, Ohio April 21-23, 2009, at the cost of \$360.00.

The Commissioners' Office is requesting that Dave Cannon attend a Government Finance Officers Meeting June 28-July 1, 2009, at the cost of \$1,480.00.

The Sheriff's Office is requesting that Arthur Kester III attend Training for Officer Safety and Resources in Indianapolis, Indiana April 7-9, 2009 at the cost of \$105.00.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 09-289

IN THE MATTER OF CHANGING THE STARTING TIME FOR THE MONDAY MARCH 30, 2009, COMMISSIONERS' SESSION FROM 6:00PM TO 10:00AM:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve changing the time of the Monday March 30, 2009 Commissioners' Session to 10:00am.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09-290

IN THE MATTER OF APPROVING A CONTRACT WITH THE UNITED STATES MARSHALS SERVICE FOR CONFINEMENT OF FEDERAL PRISONERS IN THE COUNTY JAIL:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

WHEREAS, pursuant to section 341.21(A) of the Revised Code, the Board of County Commissioners (the "Board") may direct the sheriff to receive into custody prisoners charged with or convicted of crime by the United States, and to keep those prisoners until discharged; and

WHEREAS, the Board may conclude any contracts with the United States for the use of the jail as provided by that section and as the board sees fit;

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

Section 1. That the Board hereby approves a contract with the United States Marshals Service for the housing, safekeeping, and subsistence of federal prisoners, in accordance with the terms of the attached Agreement.

Section 2. That the Board hereby authorizes the President of the Board to execute the Agreement on the Board's behalf.

Section 3. That a copy of the Agreement, which is attached hereto and incorporated by reference herein, shall be maintained in the Board's office until no longer of administrative value.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 09-291

IN THE MATTER OF APPOINTING RYAN MRAZ AS AN ALTERNATE, FOR COUNTY ENGINEER CHRIS BAUSERMAN, TO THE OHIO PUBLIC WORKS COMMISSION'S DISTRICT 17 INTEGRATING COMMITTEE:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to appoint Ryan Mraz As An Alternate For, County Engineer Chris Bauserman, To The Ohio Public Works Commission's District 17 Intergrating Committee; effective May 1, 2009, for a three year term.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

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Whereas, the County Engineer recommends to the Board that the gross weight limits shown in the table below be declared and that the County Engineer be immediately authorized to erect new signs and update and/or maintain existing signs in accordance with the Ohio Manual of Uniform Traffic Control Devices:

Structure File Number	Bridge # (Route-SLM)	Road Name	Feature Intersected	Location	Posted Weight Limit
2130351	CR16-01.81	Condit Road	Culver Creek	0.1 miles south of Centerburg Rd.	20 tons
2130750	TR29-02.26	Green-Cook Road	Duncan Run	0.2 miles south of Center Village Rd	18 tons
2132060	TR105-01.55	Plumb Road	Branch of Alum Creek	0.1 miles west of Interstate 71	11 tons
2130963	CR124-00.33	Home Road	Branch of Eversole Run	0.1 miles west of Concord Rd.	20 tons
2130890	TR176-00.08	Brown Road	Bokes Creek	0.1 miles north of State Route 37	9 tons
2130939	CR198-00.10	Radnor Road	Scioto River	0.1 miles east of State Route 257	3 tons

Now, therefore, be it Resolved by the Board of Commissioners of Delaware County, Ohio that:

The load limits shown in the above table are hereby declared and the County Engineer is hereby ordered to erect posted weight limit signs at the ends of the bridges and at adjacent intersections, where applicable and in accordance with the Ohio Manual of Uniform Traffic Control Devices, at the earliest possible date and to update and maintain any signs that are already in place.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 09-295

IN THE MATTER OF APPROVING A COOPERATIVE PURCHASING AGREEMENT WITH ODOT FOR CALCIUM CHLORIDE:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Calcium Chloride Bid

For the past several years Delaware County has participated with the Ohio Department of Transportation in the bid for sodium chloride (rock salt) in order to obtain lower pricing. The Engineer would like your Board's approval to participate in this program again for the 2009-2010 winter season. A Cooperative Purchasing Agreement with ODOT for this participation is available for your approval and the Delaware County Engineer recommends approval of the Program and Cooperative Purchasing Agreement:

**OHIO DEPARTMENT OF TRANSPORTATION
Office of Contracts
Purchasing Services
Cooperative Purchasing Program
Sodium Chloride (Rock Salt)
Contract 18**

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Pages/Purchase.aspx>

RESOLUTION / ORDINANCE as adopted for sodium chloride/ rock salt requirements for purchase. Effective period: twelve months from date of award, inclusive, or on an effective date as determined by the Director at the time of bid.

Whereas, Section 5513.01(B) of the Ohio Revised Code provides the opportunity for Political Subdivisions including Counties, Townships, Municipal Corporations, Port Authorities, Regional Transit Authorities, State Colleges/Universities and County Transit Boards and others to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies, or other articles;

Now Therefore, Be it Ordained, Intending to Be Legally Bound That Delaware Co. Commissioners Hereby Requests Authority in The Name of Delaware County Engineer (Political Subdivision)

To participate in the Ohio Department of Transportation's Contract for Rock Salt and Agrees:

- 1) To purchase an estimated salt tonnage, indicated below, exclusively from the vendor awarded the

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rock salt contract for the county in which said political subdivision is located;

- 2) To be bound by the terms and conditions of the contract;
- 3) To be responsible for payment directly to the vendor for the quantities purchased under the contract; and
- 4) To be responsible for resolving disputes arising out of participation in the contract and, to the extent allowable under Ohio law, hold the Director of Transportation and the Ohio Department of Transportation harmless for any claim or dispute arising out of participation in the contract pursuant to Ohio Revised Code Section 5513.01(b).

MINIMUM ORDER = 1 TRUCKLOAD / 22 TONS WITHOUT PILER OR 200 TONS WITH PILER

STOCKPILE LOCATIONS	STOCKPILE CAPACITY	TONS REQUIRED (Estimated)
1020 US 42N, Delaware, OH	4,000 tons	6,100 tons total for all locations
7049 Big Walnut Road, Galena, OH	600 tons	
2708 Lackey Old State Road Delaware, OH	300 tons	

Participating Political Subdivisions are intended beneficiaries under this contract and are real parties in interest with the capacity to sue and be sued in their own name without joining the state of Ohio, Ohio Department of Transportation. By signing and returning this agreement, you will be bound to participate in this contract during the upcoming winter season, upon award of the contract to a successful vendor. A participating Political Subdivision cannot change its position during this contract period. Termination of participation is effective upon the expiration date of the contract. Failure of a Political Subdivision to purchase its requirements from the awarded vendor or comply with the terms of this contract may invalidate participation for the following winter season.

Political subdivisions will be required to submit a new participation agreement form every year, indicating storage capacity and stating salt needs for the contract period.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

LARRY LONG, COUNTY COMMISSIONERS ASSOCIATION OF OHIO (INTRODUCTION)

DISCUSSION ON PARTICIPATION AGREEMENT BETWEEN THE CCAO SERVICE CORPORATION AND DELAWARE COUNTY FOR THE NATURAL GAS PURCHASE PROGRAM OF THE CCAO SERVICE CORPORATION ("CCAOSC")

RESOLUTION NO. 09-296

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

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas, Delaware County contracts with Child Care providers in accordance with state and federal regulations, and

Whereas, the Director of Jobs & Family Services recommends approval of the following contracts

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contracts for Child Care providers:

BASIC RATES

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

Part-time Week for Center and Type A Providers: 8 hours to 24.9 hours
Hourly Paid for .1 hour to 7.9 hours

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

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

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Hourly Paid for .1 hour to 7.9 hours

Tina Millisor
189 Pennsylvania Ave.
Marion, Oh 43302

Infants	Toddlers	Preschool	School
\$114.00 Full-time Wk	\$115.07 Full-time Wk	\$111.07 Full-time Wk	\$104.30 Full-time Wk
\$ 81.65 Part-time Wk	\$ 80.41 Part-time Wk	\$ 82.04 Part-time Wk	\$ 69.19 Part-time Wk
\$ 2.99 Hourly	\$ 3.00 Hourly	\$ 2.82 Hourly	\$ 2.93 Hourly
SUMMER:		Full Time	Part Time
		\$108.78	\$ 85.49
			Hourly
			\$ 2.93

Denise Sterritt
519 Windsor St.
Marion, Oh 43302

Infants	Toddlers	Preschool	School
\$114.00 Full-time Wk	\$115.07 Full-time Wk	\$111.07 Full-time Wk	\$104.30 Full-time Wk
\$ 81.65 Part-time Wk	\$ 80.41 Part-time Wk	\$ 82.04 Part-time Wk	\$ 69.19 Part-time Wk
\$ 2.99 Hourly	\$ 3.00 Hourly	\$ 2.82 Hourly	\$ 2.93 Hourly
SUMMER:		Full Time	Part Time
		\$108.78	\$ 85.49
			Hourly
			\$ 2.93

Indianola Childrens Center
1970 Waldeck Ave.
Columbus, Ohio 43201

	Full Time	Part Time	Hourly
Toddlers	\$ 168.00	\$ 132.80	\$ 8.15
Preschoolers	\$ 156.00	\$ 102.58	\$ 5.84
School Age	\$ 106.58	\$ 78.32	\$ 5.47
Summer School Age	\$ 153.80	\$ 104.31	\$ 6.40

Christina Shaffer
9720 St. Rt. 521
Sunbury, Ohio 43074

Infants	Toddlers	Preschool	School
\$147.34 Full-time Wk	\$143.00 Full-time Wk	\$132.58 Full-time Wk	\$118.55 Full-time Wk
\$108.33 Part-time Wk	\$110.72 Part-time Wk	\$112.42 Part-time Wk	\$ 89.61 Part-time Wk
\$ 5.17 Hourly	\$ 4.88 Hourly	\$ 5.77 Hourly	\$ 5.28 Hourly
SUMMER:		Full Time	Part Time
		\$130.70	\$ 94.00
			Hourly
			\$ 6.00

Winona Daquila
203 Crystal Petal Drive
Delaware, Ohio 43015

Infants	Toddlers	Preschool	School
\$147.34 Full-time Wk	\$143.00 Full-time Wk	\$132.58 Full-time Wk	\$118.55 Full-time Wk
\$108.33 Part-time Wk	\$110.72 Part-time Wk	\$112.42 Part-time Wk	\$ 89.61 Part-time Wk
\$ 5.17 Hourly	\$ 4.88 Hourly	\$ 5.77 Hourly	\$ 5.28 Hourly
SUMMER:		Full Time	Part Time
		\$130.73	\$ 94.89
			Hourly
			\$ 6.08

(A copy of each of these contacts is available in the commissioners' office until no longer of administrative value).

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 09-297

SETTING DATE AND TIME FOR REQUEST FOR PROPOSALS FOR BASIC, WORK READINESS, JOB SEARCH, AND ASSESSMENT SERVICES AND TRAINING FOR DELAWARE COUNTY, OHIO:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

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REQUEST FOR Proposals
Temporary Assistance for Needy Families (TANF) Services and Programs
And
Workforce Investment Act (WIA) Services and Programs
For
Basic, Work Readiness, Job Search, and Assessment Services and Training
BOARD OF COMMISSIONERS
DELAWARE COUNTY, OHIO

The complete TANF and WIA Request for Proposals are posted on the internet and may be viewed on Delaware County's web page at <http://www.co.delaware.oh.us> under the heading Current Bids

The Delaware County Commissioners wish to receive proposals from providers of Basic, Work Readiness, Job Search, and Assessment Services and Training for Delaware County.

Any proposals submitted to Delaware County, Ohio are to be prepared at the submitter's expense. Delaware County reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the submitter and Delaware County. Delaware County shall have no liability whatsoever to any submitter whose proposal is not accepted.

Two Public Information Sessions regarding proposal interest or questions will be held on Friday March 20, at 10:00am and on Tuesday March 24, at 3:00pm at the Rutherford B. Hayes Administration Building, 140 N. Sandusky Street, Second Floor, Conference Room 214, Delaware, Ohio.

Request For Proposal packets can be obtained by post mail request to Mr. Steve Ehrle, Delaware County JFS, 140 N. Sandusky Street, Delaware, Ohio 43015, by email to ehrls@odjfs.state.oh.us, or may be viewed and downloaded from Delaware County's web page at <http://www.co.delaware.oh.us> under the heading Current Bids.

Proposals will be received at the Delaware County Commissioners' Office, Attention: Mr. Steve Ehrle, Contracts Administrator 101 North Sandusky Street, Delaware, Ohio 43015 until **2:00 p.m. on Monday, April 20, 2009.**

(1) printed original, (2) printed photocopies and (1) electronic copy (MS Word Format) on a CD are to be included. Submittals pursuant to this invitation will not be received after the hour and date stated above.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 09-298

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE COMMUNITY CAREER RESOURCE CENTER FOR THE JUMPSTART CONTRACT TO PROVIDE CAREER COUNSELING, JOB READINESS, AND RESUME WRITING SKILLS TO WIA CUSTOMERS:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas, the Director of Jobs & Family Services recommends approval of the following contract

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following Community Career Resource Center contract for the Jumpstart contract to provide career counseling, job readiness, and resume writing skills to WIA customers.

**2009 CONTRACT
FOR THE PURCHASE OF SERVICES AND PROGRAMS
BETWEEN THE DELAWARE COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES
AND
COMMUNITY CAREER RESOURCE CENTER**

This Contract is entered into this 1st day of March, 2009 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 Community Career Resource Center (hereinafter, "CCRC") whose address is 4560 Delaware Pike, Delaware, Ohio 45015 (hereinafter singly "Party," collectively, "Parties").

PRELIMINARY STATEMENTS

WHEREAS, the CCRC provides work readiness and career assessment services, training, and programs to

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adults in Delaware County, Ohio.

WHEREAS, DCDJFS has accepted federal Workforce Investment Act (WIA) funds for state fiscal year 2009 (“SFY 2009”) to provide educational programs, classes, and services to adults as a part of its workforce development duties and needs to provide such services or contract out for services; and,

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

WHEREAS, the CCRC 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 CCRC, for and on behalf of DCDJFS, will provide work readiness and career assessment programs and services (hereinafter collectively “Services”) to job seekers and dislocated workers in Delaware County, Ohio. Eligibility for participation in the services shall be determined by DCDJFS and/or CCRC. Services to be provided and the budget for such Services are respectively described in detail and/or set forth in Appendix I (Statement of Work), Appendix II (Budget), Appendix III (Forms), Appendix IV (Monthly Update Format), and Appendix V (Assessment and Job Search Detail) all of which are attached hereto and all of which by this reference are fully incorporated into and made a part of this Contract (hereinafter respectively “Appendix I”, “Appendix II”, “Appendix III”, “Appendix IV”, and “Appendix V”)

2. TERM:

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

3. SCOPE OF SERVICES/DELIVERABLES:

The Services to be provided under this Contract to DCDJFS by the CCRC are set forth and are more fully described in Appendix I, Appendix II, Appendix III, Appendix IV, and Appendix V. (available in the department of Job and Family Services until no longer of administrative value)

4. FINANCIAL AGREEMENT:

A. PAYMENT PROCEDURES:

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

5.

B. MAXIMUM PAYMENT

6.
The CCRC 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 Fourteen Thousand Three Hundred Eighty Five Dollars and No Cents (\$ 14,385.00) or (2) the amount of actual expenditures made by the CCRC 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 Fourteen Thousand Three Hundred Eighty Five Dollars and No Cents (\$ 14,385.00). See Appendix II.

5. LIMITATION OF SOURCE OF FUNDS:

The CCRC 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.

6. DUPLICATE BILLING/OVERPAYMENT:

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

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7. INFORMATION REQUIREMENTS:

The CCRC will provide such information to DCDJFS as is necessary to meet the specific fiscal and program requirements contained in this Contract. This shall include regular reports, at intervals to be determined by the Parties, of Services provided and outcomes achieved. Such reports shall be on forms included in Appendix III or as otherwise agreed by the Parties.

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 CCRC shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. The DCDJFS and the above named parties shall be permitted by the CCRC 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 CCRC, 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 CCRC shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

Prior to the destruction of any records related to performance of this Contract, regardless of who holds such records, the CCRC 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 CCRC 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 CCRC 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 CCRC agrees, if requested by the Director of DCDJFS, to provide at no cost to the Department, a copy of the report for the most recent Independent Audit performed on the Delaware Area Career Center and/or the Community Career Resource Center.

12. RESPONSIBILITY OF AUDIT EXCEPTIONS:

The CCRC 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 CCRC agrees to reimburse the DCDJFS and the Board the amount of any such audit exception.

13. INDEPENDENT CONTRACTORS:

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

14. PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS:

DCDJFS, the Board, and the CCRC, as a 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

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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 CCRC shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

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 CCRC 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 CCRC 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 CCRC understands that changes and/or termination of this Contract will be required and necessary. To the extent permitted by law, the CCRC 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 and received by CCRC.

16. SAFEGUARDING OF CLIENT:

The Parties agree that the use or disclosure by any Party of any information concerning any individual eligible for Services 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 CCRC 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 CCRC will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

18. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED:

The CCRC agrees as a condition of this Contract to make all Services provided pursuant to this Contract accessible to the disabled/handicapped. The CCRC 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),

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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 those receiving and/or participating in the Services. The CCRC, 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 CCRC, 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 CCRC 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 CCRC 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 CCRC certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, the CCRC 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. CAMPAIGN FINANCE – COMPLIANCE WITH ORC § 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 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.

23. FINDINGS FOR RECOVERY:

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

24. 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:

CCRC:

Susan Birie
Coordinator
CCRC
4565 Columbus Pike
Delaware, Ohio 43015

DCDJFS:

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

25. PUBLICITY:

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

26. GOVERNING LAW:

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

27. 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.

28. 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.

29. 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.

30. EFFECT OF SIGNATURE:

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

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09-299

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

Recommendation to terminate Christina Cochrane during her probationary period with the Department of Job and Family Services; effective date March 13, 2009.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Hanks

-Pancake Breakfast for Job and Family Services was successful
-the Budget numbers are not showing a need for a 4day work week or layoffs just need to watch and cut spending, maybe hiring freeze.

Commissioner O'Brien

-cutting spending is also a concern for other county government entities

Commissioner Thompson

-no reports
-watch travel spending

RESOLUTION NO. 09-300

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

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It was moved by Mr. O'Brien, seconded by Mr. Hanks to adjourn into Executive Session at 7:37PM.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09-301

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to adjourn out of Executive Session at 8:37PM.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 09-302

IN THE MATTER OF ADJOURNING THE MEETING:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to adjourn the meeting.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

Todd Hanks

Ken O'Brien

Tommy Thompson

Letha George, Clerk to the Commissioners