

COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 6, 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. 09-793

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM SPECIAL MEETING HELD JULY 2, 2009:

It was moved by Mr. Thompson, seconded by Mr. Hanks to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in Special session on July 2, 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 Abstain Mr. Hanks Aye

PUBLIC COMMENT

Refer To CD Minutes For Entire Record

Gerry Cotter, Genoa Township Trustee, support for County Wide Outdoor Warning System, would like to see November Ballot.

Phil Panzarella, Berlin Township Trustee support for County Wide Outdoor Warning System, would like to see November Ballot.

Earl Huey Long; good intentions but questioned the need for a County Wide Outdoor Warning System; wanted to know if it would be made clear to voters that they would be voting for a Tax Increase.

OUTDOOR WARNING SYSTEM DISCUSSION-update from Brian Galligher, EMA Director refer to CD minutes for entire record

RESOLUTION NO. 09-794

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0702 (without the 3 Buckeye Ranch payment vouchers on page 7):

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0702 (without the 3 Buckeye Ranch payment vouchers on page 7 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO'S Increases</b>			
Delaware Cab	Client Transport Services	22411601-5355	\$ 20,000.00
Road Master	Training Program JFS Stimulus Funds	22311614-5348	\$ 20,000.00
Delaware Area Career Center	Training Program JFS Stimulus Funds	22311614-5348	\$ 20,000.00
Bohecker College	Training Program JFS Stimulus Funds	22411614-5348	\$ 10,000.00
Building Trades Institute	Training Program JFS Stimulus Funds	22411614-5348	\$ 30,000.00
Barnes & Noble	Training Program JFS Stimulus Funds	22311614-5348	\$ 2,000.00
	(Add A line)		
Columbus Adult Community	Training Program JFS Stimulus Funds	22311614-5348	\$ 6,000.00
	(Add A line)		
New Horizons	Training Program JFS Stimulus Funds	22311614-5348	\$ 25,000.00
	(Add A line)		

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

RESOLUTION NO. 09-795

IN THE MATTER OF APPROVING THE 3 BUCKEYE RANCH PAYMENT VOUCHERS ON PAGE 7 IN BATCH NUMBER CMAPR0702:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve the 3 Buckeye Ranch payment vouchers

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 6, 2009**

---

on page 7 In Batch Number CMAPR0702.

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

**RESOLUTION NO. 09 -796**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The 911 Department is requesting that Kelly Stojkov and Matthew Fletcher attend a Management Skills Workshop in Columbus, Ohio August 27, 2009, at the cost of \$358.00 (Fund Number 21411306).

The 911 Department is requesting that Kelly Stojkov and Elissa Sessley attend a Prescription Drug Workshop in Columbus, Ohio July 29, 2009, at no cost.

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

**RESOLUTION NO. 09-797**

**IN THE MATTER OF SCHEDULING A JOINT MEETING BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE DELAWARE CITY COUNCIL FOR MONDAY JULY 20, 2009 AT 7:00PM IN THE COMMISSIONERS HEARING ROOM:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve scheduling a joint meeting between the Delaware County Commissioners and the Delaware City Council for **Monday July 20, 2009 at 7:00pm** in the Commissioners Hearing Room 101 North Sandusky Street.

*(The Regular Commissioners Session will start at 9:00am and when finished with normal business, the session will recess till 7:00PM)*

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

**RESOLUTION NO. 09-798**

**IN THE MATTER OF DECLARING PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE AND THE INTENT OF SELLING SUCH PROPERTY VIA INTERNET AUCTION:**

MOTION: by Mr. O'Brien, Seconded by Mr. Hanks to approve and execute Resolution No. 09-798 declaring Personal Property obsolete, unfit, or not needed for public use and the intent of selling such property via internet auction.

WHEREAS, Delaware County has personal property not needed for public use, obsolete, or unfit for the use for which it was acquired; and

WHEREAS, Ohio Revised Code Section 307.12 (E) allows, by resolution adopted each calendar year, the sale of such property by internet auction; and

WHEREAS, the Delaware County Board of Commissioners passed Resolution 09-119 on February 2, 2009, declaring its intent to sell such property by internet auction; and

WHEREAS, Delaware County has personal property not needed for public use, obsolete, or unfit for the use for which it was acquired, currently in the possession of the Delaware County Sheriff's Office;

WHEREAS, certain of such property may require a signature to transfer such property from the county to a buyer;

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio, that the property listed in "Addendum A" be sold in the manner prescribed in Resolution 09-119. The President of the Board of Commissioners is hereby authorized to sign any documents needed to transfer such property on behalf of the Board.

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

**RESOLUTION NO. 09-799**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 6, 2009**

---

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

The Director of Emergency Medical Services recommends to hire Steve Alexander as a Part-Time Paramedic with the EMS Department; effective date July 22, 2009.

The Director of Emergency Medical Services recommends to hire Amber Wonderly as a Part-Time Paramedic with the EMS Department; effective date July 22, 2009.

The Director of Emergency Medical Services recommends to hire Vicki Colley as a Part-Time Paramedic with the EMS Department; effective date July 22, 2009.

The Director of Emergency Medical Services recommends to hire Matthew Temple as a Part-Time Paramedic with the EMS Department; effective date July 22, 2009.

The Director of Emergency Medical Services recommends to hire Jessica Baker as a Part-Time Paramedic with the EMS Department; effective date July 22, 2009.

The Director of Emergency Medical Services recommends to hire Chad Fortner as a Part-Time Paramedic with the EMS Department; effective date July 22, 2009.

The Director of Emergency Medical Services recommends to hire William Barr as a Part-Time Paramedic with the EMS Department; effective date July 22, 2009.

The Director of Emergency Medical Services recommends to hire Michael Lupia as a Part-Time Paramedic with the EMS Department; effective date July 22, 2009.

The Director of Emergency Medical Services recommends to hire Rachel Hill as a Part-Time Paramedic with the EMS Department; effective date July 22, 2009.

The Director of Emergency Medical Services recommends to hire Andrew Scordato as a Part-Time Paramedic with the EMS Department; effective date July 22, 2009.

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

**RESOLUTION NO. 09-800**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to end the probationary periods and approve the end-of-probationary pay raises for the following:

The Director of Job and Family Services recommends to end the probationary period and approval of the end-of-probationary pay raise for Joey Cotter, a Social Services Worker III with the Department of Job and Family Services; effective date June 20, 2009.

The Director of Job and Family Services recommends to end the probationary period and approval of the end-of-probationary pay raise for Michelle Leighty, a Social Services Worker III with the Department of Job and Family Services; effective date June 20, 2009.

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

**RESOLUTION NO. 09-801**

**IN THE MATTER OF SUPPORTING A GRANT REQUEST TO THE FEDERAL TRANSIT ADMINISTRATION FOR A JOB ACCESS/REVERSE COMMUTE PROJECT FUNDING BY THE DELAWARE AREA TRANSIT AUTHORITY:**

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

Whereas, Delaware County Job and Family Services provides transportation for eligible individuals to employment/employment related needs using federal Temporary Assistance to Needy Families funds; and,

Whereas, public transportation is limited in days, hours and availability; and,

Whereas, individuals need transportation to employment/employment related needs during nontraditional public transportation hours; and,

Whereas, the Job Access/Reverse Commute Project would provide for a transportation voucher to be used with allowable transportation providers (public, private, personal); and,

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 6, 2009**

Whereas, this Grant allows for federal Temporary Assistance funds to be used as match for the Grant;

Therefore, Delaware County Job and Family Services would pledge \$50,000 in Temporary Assistance to Needy Families funds to match with \$50,000 Grant funds to provide \$100,000 for employment/employment related assistance to eligible individuals. These funds would be on a reimbursement basis to Delaware Area Transit Authority, the fiscal agent for the Grant.

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

**RESOLUTION NO. 09-802**

**IN THE MATTER OF AMENDING THE CHILD CARE PROVIDER CONTRACT BETWEEN THE DELAWARE COUNTY 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 Job & Family Services recommends approval of the following contract amendment;

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

**The Learning Center Of Sunbury**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 1

This amendment, effective June 2, 2009, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and The Learning Center of Sunbury entered into on the 1<sup>st</sup> day of January 2009..

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$55,000 to \$110,000.

**Further Be It Resolved**, that the Commissioners approve the following voucher:

**Voucher**

Learning Center Sunbury Day Care 22411610-5348 \$ 20,242.70

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

**RESOLUTION NO. 09-803**

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CHILD PLACEMENT SERVICE PROVIDERS AS LISTED:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

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

Whereas, the Director of Job & 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 Placement providers:

**Further Be It Resolved**, that the Commissioners approve a Purchase Order Request To Berea Children's Home in the amount of \$500.00 (22511607-5342).

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Berea Children's Home 202 E. Bagley Road Berea, Ohio 44017	A. Maintenance B. Administration C. Case Management D. Transportation

COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 6, 2009

	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 each of these contracts is available in the Commissioners' Office until no longer of administrative value).

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

**RESOLUTION NO. 09-804**

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE DELAWARE AREA CAREER CENTER FOR CONTRACTED SERVICES FOR THE ADULT BASIC LITERACY EDUCATION PROGRAM:**

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

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

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract with the Delaware Area Career Center:

**2009-2010 CONTRACT  
FOR THE PURCHASE OF SERVICES AND PROGRAMS (ABLE PROGRAM)  
BETWEEN THE DELAWARE COUNTY  
DEPARTMENT OF JOB AND FAMILY SERVICES  
AND  
DELAWARE AREA CAREER CENTER**

This Contract is entered into this 6<sup>th</sup> day of July, 2009 by and between the Delaware County Department of Job and Family Services (hereinafter, "DCDJFS"), whose address is 140 North Sandusky Street, 2<sup>nd</sup> Floor, Delaware, Ohio 43015, the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Delaware Area Career Center (hereinafter, "DACC") whose North Campus address is 1610 State Route 521, Delaware, Ohio 43015 (hereinafter singly "Party," collectively, "Parties").

**PRELIMINARY STATEMENTS**

**WHEREAS**, the DACC operates the Adult Basic Literacy Education Program ("ABLE") which provides various educational programs, classes, and services to adults in Delaware County, Ohio.

**WHEREAS**, DCDJFS has accepted federal TANF funds for state fiscal year 2010 ("SFY 2010") 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 DACC is willing to provide such services or contract out for services; and,

**WHEREAS**, the DACC 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 DACC, for and on behalf of DCDJFS, will provide educational programs, classes, and services (hereinafter collectively "Services") to adults in Delaware County, Ohio through ABLE. The DACC shall provide Services to adults eligible to receive such Services through ABLE in Delaware County, Ohio. Eligibility for participation in ABLE shall be determined by DCDJFS and/or DACC. Services to be provided through ABLE, the budget for such Services, and forms to be used in providing the Services are respectively described in detail and/or set forth in Appendix I (Statement of Work), and Appendix II (Budget) 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," and "Appendix II").

**2. TERM:**

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 6, 2009**

---

This Agreement shall be effective July 1, 2009, through June 30, 2010.

DCDJFS shall have the option, upon thirty (30) days' written notice, to renew this agreement through June 30, 2011, based on successful performance outcomes from the current agreement period, proposed program priorities, and the availability of funds for the projected year. The total amount to be paid for the renewal period July 01, 2010 through June 30, 2011 may allow for either an increase based upon the consumer price index or three percent (3%), whichever is less.

**3. SCOPE OF SERVICES/DELIVERABLES:**

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

**4. FINANCIAL AGREEMENT:**

**A. PAYMENT PROCEDURES:**

The DCDJFS shall reimburse the DACC in accordance with Appendix II for Services actually provided hereunder, as described above and in Appendix I.

To receive such reimbursement, the DACC 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 DACC within thirty (30) days of receipt by DCDJFS of proper monthly invoices and accompanying documentation.

**B. MAXIMUM PAYMENT**

The DACC 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 Eighty-eight Thousand Six Hundred Eighty Dollars and No Cents (\$ 88,680.00) or (2) the amount of actual expenditures made by the DACC 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 Eighty-eight Thousand Six Hundred Eighty Dollars and No Cents (\$ 88,680.00). See Appendix II.

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

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

**7. INFORMATION REQUIREMENTS:**

The DACC 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.

**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 DACC 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 DACC 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 DACC, 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

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 6, 2009**

---

DACC 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 DACC 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 DACC 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 DACC 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:**

ABLE 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 ABLE.

**12. RESPONSIBILITY OF AUDIT EXCEPTIONS:**

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

**13. INDEPENDENT CONTRACTORS:**

The DACC shall act in performance of this Contract as an independent contractor. As an independent contractor, the DACC 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 DACC, 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 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. RESPONSIBILITY FOR DCDJFS / COUNTY PROPERTY:**

ABLE shall assume full responsibility for any damage to or loss of any DCDJFS and/or County property, including but not limited to, buildings, structures, vehicles, fixtures, furnishings, equipment, supplies, accessories and/or parts resulting in whole or part from any acts or omissions, seen or unforeseen, intentional or unintentional, known or unknown, of ABLE or any board members, officials, officers, employees, agents, representatives, volunteers, and/or servants of ABLE as related to this Contract or Services provided thereunder.

**16. TERMINATION:**

**A. Termination for the Convenience:**

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 6, 2009**

---

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

**17. 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.

**18. CIVIL RIGHTS:**

DCDJFS and the DACC 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 DACC 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.

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

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

**20. 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 DACC, its providers, and their respective officials, officers, employees, agents,

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 6, 2009**

---

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 DACC, 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.

**21. DRUG-FREE WORKPLACE:**

The DACC 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 DACC 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.

**22. DMA FORM STATEMENT:**

The DACC 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 DACC 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.

**23. 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.

**24. FINDINGS FOR RECOVERY:**

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

**25. 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:

**DACC:**

Sally Sutton  
ABLE Project Director  
DACC  
1610 State Route 521  
Delaware, Ohio 43015

**DCDJFS:**

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

**26. PUBLICITY:**

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

**27. 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.

COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 6, 2009

---

28. 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.

29. 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.

30. 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.

31. 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.

**Appendix I  
Statement of Work  
07/01/09 thru 06/30/10**

**Services Narrative**

The Delaware Area Career Center/ABLE Program will provide will provide Ohio Works First and TANF eligible participants adult basic literacy and education services, basic computer instruction, and life skills coaching and advocacy, all of which are geared towards helping needy parents transition to self-sufficiency, increased work readiness, and reduced dependency on government benefits.

*(A copy of the complete Appendix I is available in the Department of Job and Family Services until no longer of administrative value).*

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

**RESOLUTION NO. 09-805**

**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 CONTRACTED SERVICES FOR WORKFORCE INVESTMENT ACT PROGRAM PARTICIPANTS:**

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

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

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract with the Community Career Resource Center:

**Further Be It Resolved**, that the Commissioners approve a Purchase Order Request To the Community Career Resource Center in the amount of \$40,000.00 (22311611—5348).

**2009 - 2010 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 6<sup>th</sup> day of July, 2009 by and between the Delaware County Department of Job and Family Services (hereinafter, "DCDJFS"), whose address is 140 North Sandusky Street, 2<sup>nd</sup> Floor, Delaware, Ohio

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 6, 2009**

---

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 4565 Columbus Pike (US 23), Delaware, Ohio 45015 (hereinafter singly "Party," collectively, "Parties").

**PRELIMINARY STATEMENTS**

**WHEREAS**, the CCRC provides work readiness and career assessment services, training, and programs to adults in Delaware County, Ohio.

**WHEREAS**, DCDJFS has accepted federal Workforce Investment Act (WIA) funds for state fiscal year 2010 ("SFY 2010") 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), and Appendix III (Forms) 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", and "Appendix III").

**2. TERM:**

This Agreement shall be effective July 1, 2009 through June 30, 2010.

DCDJFS shall have the option, upon thirty (30) days' written notice, to renew this agreement through June 30, 2011, based on successful performance outcomes from the current agreement period, proposed program priorities, and the availability of funds for the projected year. The total amount to be paid for the renewal period July 01, 2010 through June 30, 2011 may allow for either an increase based upon the consumer price index or three percent (3%), whichever is less.

**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.

**4. FINANCIAL AGREEMENT:**

**A. PAYMENT PROCEDURES:**

The DCDJFS shall reimburse the CCRC in accordance with Appendix II for Services actually provided hereunder, as described above and in Appendix I.

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.

**B. MAXIMUM PAYMENT**

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 Ninety Six Thousand Forty One Dollars and No Cents (\$ 96,041.00) 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 Ninety Six Thousand Forty One Dollars and No Cents ( \$ 96,041.00). See Appendix II.

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 6, 2009**

---

**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.

**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.

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 6, 2009**

---

**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 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:**

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 6, 2009**

---

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), 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:**

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 6, 2009**

---

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., 2<sup>nd</sup> Floor  
Delaware, Ohio 43015

**25. PUBLICITY:**

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

**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.

**Appendix I  
Statement of Work  
07/01/09 thru 06/30/10**

**Services Narrative**

The Community Career Resource Center @ the Delaware Area Career Center wishes to submit the following proposal to provide a series of workshops to help WIA individuals develop the tools and work-related skills to lead to employment. This is a continuation and enhancement of a successful workshop series format that has been adapted specifically for DCDJFS needs and used since Jan 2009. Workshops focusing on career development, job search skills and job readiness communication skills will be offered on a two week rotating basis. For participants, workshops will be offered in a 6 or 3 hour block.

*(A copy of the complete Appendix I is available in the Department of Job and Family Services until no longer of administrative value).*

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

**RESOLUTION NO. 09-806**

**IN THE MATTER OF APPROVING THE CONTRACT EXTENSION BETWEEN THE DELAWARE**

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 6, 2009**

**COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE COUNCIL FOR OLDER ADULTS TO PROVIDE SERVICES RELATED TO ADULT PROTECTIVE SERVICES:**

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 amendment;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract amendment with The Council for Older Adults:

**AGREEMENT TO EXTEND TEMPORARILY THE CONTRACT BETWEEN  
THE DELAWARE COUNTY DEPARTMENT OF JOBS AND FAMILY SERVICES AND THE  
DELAWARE COUNTY COUNCIL FOR OLDER ADULTS  
TO PROVIDE SERVICES RELATED TO ADULT PROTECTIVE SERVICES**

This Agreement to Temporarily Extend Contract is entered into this 6<sup>th</sup> day of July, 2009 by and between the Delaware County Department of Jobs and Family Services (hereinafter "DCDJFS"), whose address is 140 North Sandusky Street, 2<sup>nd</sup> Floor, Delaware, Ohio 43015, the Delaware County Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and The Council for Older Adults, an Ohio not for profit corporation (hereinafter "COA"), whose address is 800 Cheshire Road, Suite A, Delaware, Ohio 43015 (hereinafter individually "Party" and collectively "Parties.")

**WHEREAS**, the Parties currently have a Contract which relates to providing for Adult Protective Services in Delaware County, Ohio, that expires June 30, 2009; and

**WHEREAS**, the Parties have not been able to finalize a new contract relating to providing services related to Adult Protective Services; and

**WHEREAS**, the Parties believe it is in the best interests of the residents of Delaware County that the Parties continue to work under the existing Contract while the Parties complete the work on a new contract,

For good and valuable consideration, the Parties agree to extend the term of the current Contract between the Delaware County Department of Jobs and Family Services and the Delaware County Council for Older Adults, which has an effective date of June 1, 2008, and that relates to providing Adult Protective Service in Delaware County.

The Parties agree to continue under all of current terms and conditions of the current Contract, except that the term of the Contract shall be from July 1, 2009 until July 31, 2009.

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

**RESOLUTION NO. 09-807**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE ECONOMIC DEVELOPMENT DEPARTMENT:**

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

<b>Supplemental Appropriations</b>	<b>Amounts</b>
23111709-5301                      Revolving Loan Fund-Zoo Feasibility Study	\$10,000.00

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

**RESOLUTION NO. 09-808**

**IN THE MATTER OF APPROVING A RESOLUTION ESTABLISHING A SCHEDULE FOR REPLACING MEMBERS OF THE SUNBURY MEADOWS COMMUNITY DEVELOPMENT AUTHORITY BOARD OF TRUSTEES:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

**WHEREAS**, pursuant to Ohio Revised Code Chapter 349, the Delaware County Board of Commissioners adopted Resolution No. 06-809 on June 26, 2006 approving the petition for organization of the Sunbury Meadows Community Development Authority and Resolution No. 06-1017 on August 10, 2006 establishing the Sunbury Meadows Community Development Authority as a body politic and corporate; and

**WHEREAS**, pursuant to Resolution No. 06-1017, the Board of Commissioners established the Board of Trustees of the Sunbury Meadows Community Development Authority composed of seven (7) members, with three (3) citizen members appointed by the Board of Commissioners to represent the present and future

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 6, 2009**

---

residents of the Sunbury Meadows Community Development District, one (1) local government member appointed by the Board of Commissioners to represent local government, and three (3) developer members appointed by Dominion Homes, Inc., as Developer for the Sunbury Meadows Community Development Authority under Ohio Revised Code Chapter 349, to represent the Developer, all initially appointed as provided in Ohio Revised Code Section 349.04; and

**WHEREAS**, pursuant to Ohio Revised Code Section 349.04, the Board of Commissioners shall determine the projected total population of the Sunbury Meadows Community Development Authority and adopt a method for selection of successor members of the Sunbury Meadows Community Development Authority Board of Trustees; and

**WHEREAS**, the Developer has indicated, based on information contained in the petition for the establishment of the Sunbury Meadows Community Development Authority, that it expects approximately seven hundred eighteen (718) homes to be constructed within the Sunbury Meadows Community Development Authority, and, applying the United States Census Bureau's 2000 estimate that each home within Sunbury, Ohio contains approximately 2.56 people, the Developer has estimated that the projected total population of the Sunbury Meadows Community Development Authority will be one thousand eight hundred thirty-eight (1,838) residents.

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

Section 1. The Board of Commissioners finds and determines that the projected total population of the Sunbury Meadows Community Development Authority is one thousand eight hundred thirty-eight (1,838) residents, based on information contained in the petition for the establishment of the Sunbury Meadows Community Development Authority filed with the Board of Commissioners on May 5, 2005.

Section 2. The Board of Commissioners hereby establishes the following schedule for the replacement of appointed citizen members, appointed developer representatives, and the appointed local government representative to the Sunbury Meadows Community Development Authority Board of Trustees with elected citizen members based on the population of the Sunbury Meadows Community Development District in accordance with Ohio Revised Code Section 349.04:

- (a) When the population of the Sunbury Meadows Community Development District reaches three hundred seven (307) residents, being one-sixth (1/6) of one thousand eight hundred thirty-eight (1,838), one elected citizen member shall replace one appointed citizen member.
- (b) When the population of the Sunbury Meadows Community Development District reaches six hundred thirteen (613) residents, being one-third (1/3) of one thousand eight hundred thirty-eight (1,838), one elected citizen member shall replace one appointed citizen member, and one elected citizen member shall replace one appointed developer representative.
- (c) When the population of the Sunbury Meadows Community Development District reaches nine hundred nineteen (919) residents, being one-half (1/2) of one thousand eight hundred thirty-eight (1,838), one elected citizen member shall replace one appointed citizen member.
- (d) When the population of the Sunbury Meadows Community Development District reaches one thousand two hundred twenty-five (1,225) residents, being two-thirds (2/3) of one thousand eight hundred thirty-eight (1,838), one elected citizen member shall replace one appointed developer representative.
- (e) When the population of the Sunbury Meadows Community Development District reaches one thousand three hundred seventy-nine (1,379) residents, being three-fourths (3/4) of one thousand eight hundred thirty-eight (1,838), one elected citizen member shall replace the appointed local government representative.
- (f) When the population of the Sunbury Meadows Community Development District reaches one thousand eight hundred thirty-eight (1,838) residents, one elected citizen member shall replace one appointed developer representative.

Section 3. The Board of Commissioners finds and determines that all formal actions of the Board of Commissioners concerning and relating to the adoption of this Resolution were taken in an open meeting of the Board of Commissioners and that all deliberations of the Board of Commissioners and of any committees that resulted in those formal actions were in meeting open to the public in compliance with the law, including Ohio Revised Code Section 121.22.

Section 4. This Resolution shall be in full force and effect immediately upon its adoption.

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

COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 6, 2009

---

**COMMISSIONERS' COMMITTEES REPORTS**

Refer to CD minutes for entire record

**Commissioner O'Brien**

-On July 2<sup>nd</sup> there was a Community Action Organization meeting, however there was not a quorum so no actions could be taken

**Commissioner Hanks**

-last Tuesday there was a DKMM budget meeting  
-nice fire works this past weekend

**Commissioner Thompson**

-on Friday the 10<sup>th</sup> an Executive DKMM meeting will take place here

**RESOLUTION NO. 09-809**

**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. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

\_\_\_\_\_  
Todd Hanks

\_\_\_\_\_  
Ken O'Brien

\_\_\_\_\_  
Tommy Thompson

\_\_\_\_\_  
Letha George, Clerk to the Commissioners