

COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 27, 2009

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

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

RESOLUTION NO. 09-1052

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 24, 2009:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on August 24, 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 Absent

PUBLIC COMMENT

RESOLUTION NO. 09-1053

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0826, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0826:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0826, memo transfers in batch numbers MTAPR0826, and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R0906078	DELAWARE FLOOR CO	CARPET SHERIFF	40111402 - 5268	\$6,197.14	0001

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO'S Decreases			
New Dimensions	Day Care	22411610-5348	\$ 4,000.00
Ohio School for Deaf	Day Care	22411610-5348	\$ 1,500.00
Paige's Playhouse	Day Care	22411610-5348	\$ 3,000.00
Lorrie Greashaber	Day Care	22411610-5348	\$ 5,000.00
Deanna Lopez	Day Care	22411610-5348	\$ 4,000.00
Kindercare/Tara Hill	Day Care	22411610-5348	\$ 4,000.00
R Kids Count	Day Care	22411610-5348	\$ 5,500.00
Gathering Place	Day Care	22411610-5348	\$ 4,000.00
Learning Center Westerville	Day Care	22411610-5348	\$ 20,00.00
Oxford School	Day Care	22411610-5348	\$ 5,000.00
YMCA Whittier	Day Care	22411610-5348	\$ 4,000.00
PO'S Increases			
Worthington Christian Pre	Day Care	22411610-5348	\$ 10,000.00
YMCA Sandalwood	Day Care	22411610-5348	\$ 10,000.00
Delaware City SACC	Day Care	22411610-5348	\$ 2,000.00
Kindercare New Albany	Day Care	22411610-5348	\$ 15,000.00
La Petite Polaris	Day Care	22411610-5348	\$ 10,000.00
Brianna Kinniard	Day Care	22411610-5348	\$ 5,000.00
Brooksedge	Day Care	22411610-5348	\$ 5,000.00
Delaware City	Day Care	22411610-5348	\$ 20,000.00
Nikou Learning Center	Day Care	22411610-5348	\$ 20,000.00
Noah's Ark Tippett	Day Care	22411610-5348	\$ 25,000.00

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Noah's Ark Harrison	Day Care	22411610-5348	\$ 10,000.00
T& J Junior Academy	Day Care	22411610-5348	\$ 10,000.00
Today's Learning	Day Care	22411610-5348	\$ 5,000.00
Toddler Inn	Day Care	22411610-5348	\$ 20,000.00
Jobs for Ohio Grads	Program Services	22311614-5348	\$ 6,000.00

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

RESOLUTION NO. 09-1054

IN THE MATTER OF AUTHORIZING COMMISSIONER O'BRIEN TO ATTEND A MEETING WITH REPRESENTATIVES OF THE CONCORD-SCIOTO COMMUNITY AUTHORITY IN REGARD TO THE LOWER SCIOTO WASTEWATER RECLAMATION FACILITY:

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

Whereas, the Concord-Scioto Community Authority is requesting a meeting with Commissioner O'Brien, County Administrator David Cannon, Environmental Services Director Chad Antle to discuss construction issues related to the Lower Scioto Wastewater Reclamation Facility; and,

Whereas, the County representatives would like to have the plant constructed according to the designed specifications; and,

Whereas, no individual commissioner may commit the County to any obligation in a meeting

Now therefore be it resolved that the Delaware County Board of County Commissioners authorize Commissioner O'Brien, County Administrator David Cannon, and Environmental Services Director Chad Antle to attend the meeting. These representatives will attend the meeting but will not direct any action to be taken related to the construction of the facility or obligate the county to any commitment, other than a follow up meeting after reporting back to the Board.

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

RESOLUTION NO. 09-1055

IN THE MATTER OF AUTHORIZING BOARD OF COUNTY COMMISSIONER PRESIDENT, TOMMY THOMPSON TO SIGN THE REGISTRATION FORM: 2010 CENSUS NEW CONSTRUCTION PROGRAM:

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

Whereas, the U.S. Department of Commerce Economics and Statistics Administration U.S. Census Bureau requires a signed form from Delaware County in order to designate an official liaison to undertake the 2010 CENSUS NEW CONSTRUCTION PROGRAM;

Therefore Be It resolved, that the Board of County Commissioners authorizes Board Of County Commissioner President, Tommy Thompson to sign the form titled REGISTRATION FORM: 2010 CENSUS NEW CONSTRUCTION PROGRAM.

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

RESOLUTION NO. 09-1056

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD:

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

WHEREAS, pursuant to the Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30th, 2004, has adopted a policy for the use of County Procurement Cards. And;

WHEREAS, the appointing authority for the procurement card being the Board of Commissioners has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29 (F)(2).

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, authorize the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

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Appointing Authority: Board of Commissioner
Office/Department: Delaware County EMS

Daily spending per card: \$2500
Monthly spending per card: \$6000
Single transaction limit: \$2500
Daily number of transactions per card: 10
Monthly number of transactions per card: 50

NAME ON CARD 1: SHEILA PERIN

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

RESOLUTION NO. 09-1057

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. Thompson to approve and execute Resolution No. 09-1057, 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.

ADDENDUM "A"

This document identifies the property referred to in the above Resolution.

<u>Item</u>	<u>Brand</u>	<u>Serial #</u>
Misc. electrical parts & wire		
Misc. plumbing parts		
Misc. electric motors		
Misc. hardware		
<i>All above not needed for County repairs</i>	Various	
Pay phones		
4 track recorder	Lanier	001975
Misc. tape recorders	Various	
Cordless drill	Milwaukee	
Satellite antenna system	Dish Network	
Shop vacuum	Clarke	
Lawn tractor tires & wheels	John Deer	
Parts washer	Graymills Corp	
Misc. CCTV parts	Various	
Lockers		
Wood benches		
Literature racks		

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Misc. UPS battery backups	APC/Best
Various computer monitors	Various
Various computer towers	Various
Various printers & fax machines	Various
Various copiers	Various
Misc. cell phones	Various
Misc. telephone equipment	Various
Misc. office furniture	Various

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

RESOLUTION NO. 09-1058

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND GALBO CONSULTING FOR CONTRACTED SERVICES FOR PROGRAM PARTICIPANTS FOR WORKFORCE INVESTMENT ACT:

It was moved by Mr. O'Brien, seconded by Mr. Thompson 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 GALBO Consulting;

Further Be It Resolved, that the Commissioners approve the following Purchase Order Request:

R0905651	GALBO	WORK READINESS/CAREER	22311611 - 5348	\$11,300.00
	CONSULTING	ASSESSMENTS		

**2009 - 2010 CONTRACT
FOR THE PURCHASE OF SERVICES AND PROGRAMS
BETWEEN THE DELAWARE COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES
AND
GALBO CONSULTING**

This Contract is entered into this 27th day of August, 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 GALBO Consulting (hereinafter, "GALBO") whose address is 585 Glenside Drive, Powell, Ohio 43065 (hereinafter singly "Party," collectively, "Parties").

PRELIMINARY STATEMENTS

WHEREAS, GALBO provides transition workshops, network group facilitation, and individual consultation services 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 work readiness and career transition services to adults as a part of its workforce development duties and needs to provide such services or contract out for services; and,

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

WHEREAS, GALBO 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 GALBO, 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 GALBO. Services to be provided and the budget for such Services are respectively described in detail and/or set forth in

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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 August 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 GALBO are set forth and are more fully described in Appendix I.

4. FINANCIAL AGREEMENT:

A. PAYMENT PROCEDURES:

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

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

B. MAXIMUM PAYMENT

GALBO 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 Twenty Two Thousand Six Hundred Dollars and No Cents (\$ 22,600.00) or (2) the amount of actual expenditures made by GALBO 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 Twenty Two Thousand Six Hundred Dollars and No Cents (\$ 22,600.00). See Appendix II.

5. LIMITATION OF SOURCE OF FUNDS:

GALBO 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:

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

7. INFORMATION REQUIREMENTS:

GALBO 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, GALBO 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 GALBO to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all

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matters covered by this Contract.

The GALBO, 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, GALBO 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, GALBO 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:

GALBO 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:

GALBO 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:

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

12. RESPONSIBILITY OF AUDIT EXCEPTIONS:

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

13. INDEPENDENT CONTRACTORS:

GALBO shall act in performance of this Contract as an independent contractor. As an independent contractor, GALBO 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. INDEMNIFICATION:

GALBO shall provide indemnification as follows:

- A. To the fullest extent of the law and without limitation, GALBO agrees to indemnify and hold free and harmless the DCDJFS, the Board of Delaware County Commissioners, Delaware County, Ohio and all of their respective boards, officers, officials, employees, volunteers, agents, servants and representatives (collectively "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to GALBO's, any subcontractor's, or any sub-subcontractor's performance of this Contract, including, but not limited to the performance or actions of GALBO's, any subcontractor's, or any sub-subcontractor's officers, officials, boards, employees, agents, servants, volunteers, or representatives (collectively "Contracted Parties".) GALBO agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that GALBO shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. GALBO

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further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that GALBO shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.

- B. GALBO shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Contracted Parties.

15 INSURANCE:

GALBO shall carry and maintain throughout the life of the Contract such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Contract or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this Contract, GALBO shall present to the DCDJFS current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Contract. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

- A. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed.
- B. Commercial General Liability Insurance with coverage in an amount equal to and covering all sums which GALBO may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of or at least one million dollars (\$1,000,000.00) coverage per occurrence with an annual aggregate of at least two million dollars (\$2,000,000.00), including coverage for subcontractors, if any are used, covering any and all work performed under this Contract.
- C. Umbrella or Excess Liability Insurance (over and above Commercial General Liability) with coverage in an amount equal to and covering all sums which Contractor may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of at least two million dollars (\$2,000,000.00) of coverage.
- D. Auto/Vehicle Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work required under this Contract and/or used in providing services or otherwise for the DCTB, with coverage in an amount equal to that required by law and covering all sums which Contractor may or shall become legally obligated to pay as damages, but in an amount providing for minimum coverage of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars (\$100,000.00) per accident for property damage or more as may be required for particular vehicles or particular uses of vehicles as required by applicable law.
- E. Professional insurance and/or malpractice insurance, if applicable, with coverage in an amount equal to and covering all sums which GALBO may or shall become legally obligated to pay as damages, but in an amount equal to or exceeding any amount required by law and providing adequate coverage to protect GALBO and the Indemnified Parties.

The DCDJFS, the Board of Delaware County Commissioners, and Delaware County, Ohio must be named as "Additional Insured" on the policies listed in paragraphs B, C, D, and E above.

The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio.

The insurer shall provide thirty (30) days written notice to the DCDJFS before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.

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If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the DCDJFS within seven (7) calendar days of change.

During the life of the Contract, the DCDJFS may require GALBO to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate of insurance within seven (7) calendar days of the request may be considered as default.

In addition to the rights and protections provided by the insurance policies as required above, DCDJFS, the Board of Delaware County Commissioners, and Delaware County, Ohio shall retain any and all such other and further rights and remedies as are available at law or in equity.

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

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 GALBO 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 GALBO 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

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Department of Health and Human Services and termination of this Contract.

19. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED:

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

GALBO 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. GALBO 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:

GALBO 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, GALBO 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. GALBO/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:

GALBO 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

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individuals at the following addresses and shall be effective on the date received:

GALBO :

James Galbo
President
GALBO
585 Glenside Lane
Powell, Ohio 43065

DCDJFS:

Mona Reilly
Director
DCDJFS
140 N. Sandusky St., 2nd 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.

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.

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

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

RESOLUTION NO. 09-1059

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE CORONER'S OFFICE:

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

Supplemental Appropriation

10030301-5301 Coroner/Professional Services \$ 35,000.00

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

COMMISSIONERS' COMMITTEES REPORTS

Refer to CD minutes for entire record

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Commissioner O'Brien-Regional Planning Commission meeting is tonight

Commissioner Thompson-Board of Revision is very busy this time of year

RESOLUTION NO. 09-1060

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

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn into Executive Session at 9:50AM.

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

RESOLUTION NO. 09-1061

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn out of Executive Session at 10:30AM.

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

ADDITIONAL COMMISSIONER COMMENTS

Refer to CD minutes for entire record

Commissioner O'Brien would like a record request resolution on Monday

Commissioner Thompson would like it to be a discussion item

RESOLUTION NO. 09-1062

IN THE MATTER OF ADJOURNING THE MEETING:

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

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

Todd Hanks

Ken O'Brien

Tommy Thompson