

COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 5, 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. 09-1382

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 2, 2009:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on November 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 Aye Mr. Hanks Aye

PUBLIC COMMENT

RESOLUTION NO. 09-1383

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1104, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1104:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1104, memo transfers in batch numbers MTAPR1104, and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R0907136	MAYS CONSULTING & EVALUATION SVS INC	INFRARED STUDY ON ALL MCC PANELS OECC	66290302 - 5301	\$9,200.00	0001
R0907142	INDUSTRIAL ENVIRONMENTAL	ALUM TRIPOD - WINCH AND MISC ITEMS FOR CONFINE	66290306 - 5201	\$4,199.23	0001
R0907142	INDUSTRIAL ENVIRONMENTAL	ALUM TRIPOD - WINCH AND MISC SAFETY ITEMS USED FOR	66290406 - 5201	\$4,199.23	0002
R0907145	KOMLINE SANDERSON ENGINEERING CORP	GRAVITY BELT - UPPER BELTS - LOWER BELT - 50' BELT	66290402 - 5270	\$6,155.00	0001

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase Sheriff	CSEA Contract	10011102-5360	\$ 10,000.00

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Comp Management	Claims	61311923-5370	\$ 45,000.00
Delaware Area Career	Tuition Program	22311611-5348	\$ 6,000.00

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

RESOLUTION NO. 09 -1384

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Department of Job and Family Services is requesting that Mona Reilly and Sue Ware attend a Summit on Children in Columbus, Ohio November 12, 2009, at the cost of \$108.00.

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

RESOLUTION NO. 09-1385

IN THE MATTER OF AMENDING THE CHILD CARE PROVIDER CONTRACTS 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 amendments;

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

Nicole Working

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 4

This amendment, effective January 1, 2009, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Nicole Working entered into on the 1st 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 \$42,000 to \$50,000.

Liberty Community Center

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 3

This amendment, effective January 1, 2009, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Liberty Community Center entered into on the 1st 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 \$225,000 to \$275,000.

Buckeye Valley SACC

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

This amendment, effective January 1, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Buckeye Valley SACC entered into on the 1st day of January 2009.

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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 \$100,000.

Kindercare/Oak Creek

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 3

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare/Oak Creek entered into on the 1st day of January, 2009

<u>RATE CHANGES:</u>	Full Tim	Part Tim	Hourly		
Infants	\$ 215.73	\$ 143.90	\$ 6.62		
Toddlers		\$ 190.01	\$ 118.65	\$13.07	
Pre-K	\$ 163.44	\$ 79.87	\$ 6.81		
School Age	\$ 94.56	\$ 63.00	\$ 5.75		
Summer	\$ 149.76	\$ 100.33	\$ 6.72		

Kindercare/Neverland

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare/Neverland entered into on the 1st day of January, 2009

<u>RATE CHANGES:</u>	Hourly
Summer School Age	\$ 6.72

Tina Millisor

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Tina Millisor entered into on the 25th day of February, 2009

<u>RATE CHANGES:</u>	Full Time	Part Time	Hourly
Infants	\$ 120.59 \$ 71.11	\$ 2.99	
Toddler	\$ 118.55 \$ 65.96	\$ 3.22	
Pre-K	\$ 110.05 \$ 69.11	\$ 3.47	
Schoolage	\$ 91.93 \$ 57.90	\$ 2.43	
Summer	\$ 107.76 \$ 64.02	\$ 2.60	

Denise Steritt

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Denise Sterritt entered into on the 2nd day of March, 2009

<u>RATE CHANGES:</u>	Full Time	Part Time	Hourly
Infant	\$ 120.59 \$ 71.11	\$ 2.99	
Toddler	\$ 118.55 \$ 65.96	\$ 3.22	
Pre-K	\$ 110.05 \$ 69.11	\$ 3.47	
Schoolage	\$ 91.93 \$ 57.90	\$ 2.43	
Summer	\$ 107.76 \$ 64.02	\$ 2.60	

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Paula Getter

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Paula Getter entered into on the 1st day of January, 2009

<u>RATE CHANGES:</u>	Full Time	Part Time	Hourly	
Infants	\$ 120.00	\$ 71.11	\$ 2.99	
Toddlers	\$ 118.55	\$ 65.96	\$ 3.22	
Pre-K	\$ 110.05	\$ 69.11	\$ 3.47	
Schoolage	\$ 90.00	\$ 57.90	\$ 2.43	
Summer	\$ 107.76	\$ 64.02	\$ 2.60	

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

RESOLUTION NO. 09-1386

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

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

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

Whereas, the Director of 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 providers:

BASIC RATES

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

Hourly: Paid after 60 hours

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

Hourly Paid for .1 hour to 7.9 hours

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

Hourly: Paid after 50 hours

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

Hourly Paid for .1 hour to 7.9 hours

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

Rebecca Howells
2711 Grasmere Ave.,
Columbus, Oh 43211-1212

Infants	Toddlers	Preschool	School	School (Summer)
\$122.02Full-time Wk	\$152.18Full-time Wk	\$121.54Full-time Wk	\$ 99.68 Full-time Wk	\$122.53Full-time Wk
\$106.47Part-time Wk	\$ 96.02Part-time Wk	\$95.08Part-time Wk	\$ 70.95 Part-time Wk	\$ 98.32Part-time Wk
\$5.17Hourly	\$ 4.88Hourly	\$ 5.13Hourly	\$ 6.07 Hourly	\$ 5.50Hourly

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

RESOLUTION NO. 09-1387

IN THE MATTER OF AWARDING THE BID FOR TRANSPORTATION (TAXI) SERVICES FOR THE DEPARTMENT OF JOB AND FAMILY SERVICES AND APPROVING THE CONTRACT WITH

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DELAWARE CAB:

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

Whereas, Job and Family Services is required to provide transportation to eligible recipients of services from the Department for medical, work-related and support services; and

Whereas, Job and Family Services sought Request for Proposals for this service; and

Whereas, The Delaware Cab Company of Delaware County responded to the Request for Proposal; and

Whereas, this Request was reviewed by the selection committee; and

Whereas, The Director of the Department of Job and Family Services recommends that a bid award be made to Delaware Cab Company of Delaware, Ohio, the sole bidder for the Transportation (Taxi) Services Contract;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following Contract with Delaware Cab Company:

CONTRACT FOR TRANSPORTATION (TAXI) SERVICES

This Contract (hereinafter "Contract") is executed this 5th day of November, 2009, by and between the Delaware County Board of County Commissioners (hereinafter "Board") located at 101 North Sandusky Street, Delaware County, Ohio 43015, Delaware County Department of Job and Family Services (hereinafter "DCJFS") located at 140 North Sandusky Street, Delaware, Ohio 43015, [X corporation, ___ partnership or ___ individual] (hereinafter referred to as the "Contractor"), whose principal place of business is located at _Delaware Cab Co., Inc. 9 North Union Street Delaware Ohio 43015 (hereinafter singly "Party" and collectively "Parties.")

WHEREAS, the Contractor provides transportation (taxi) services for customers in Delaware County, Ohio and/or adjoining Ohio counties.

WHEREAS, DCDJFS has accepted local, state, and federal funds for state fiscal year 2009 ("SFY 2009") for transportation (taxi) services in support of their respective organizational missions , duties, and services and need to provide such services or contract out for services; and,

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

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

NOW THEREFORE, for good and valuable consideration and the mutual covenants and promises contained herein, the Parties agree as set forth below:

PURPOSE OF CONTRACT:

The purpose of this Contract is to state the covenants and conditions under which the Contractor shall provide transportation (taxi) services for DCJFS in accordance with all the terms, conditions, and provisions of the following (hereinafter collectively "Contract Documents"):

1. Legal Notice,
2. Request for Proposals (RFP) /Request for Bids Package by the Delaware County Department of Job and Family Services and Delaware County Board of Developmental Disabilities for Transportation (Taxi) Services (hereinafter "Bid Package"),
3. All documents and forms completed by the Contractor in accordance with the Bid Package and/or in submitting a proposal/bid,
4. Contractor's proposal,
5. Contractor's proposal/bid.

TERM:

The term of this Contract shall be 18 months, inclusive of November 1, 2009 through April 30, 2011.

SCOPE OF SERVICES:

The Contractor shall provide transportation (taxi) services at fixed rates in accordance with the Contract Documents for the term of the Contract (hereinafter "Taxi Services.")

COMPENSATION:

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For and in consideration of the Contractor providing Taxi Services as provided above, the DCJFS agree to compensate the Contractor rates as summarized in the Bid Form (Appendix A of the Bid Package.)

The rates summarized in the Bid Form (Appendix A of the Bid Package) shall be paid by the DCJFS to the Contractor pursuant to this Contract and are the only rates that will be charged to the DCJFS for all Taxi Services performed by the Contractor pursuant to this Contract for the term of the Contract.

DAMAGES IN THE EVENT OF BREACH:

In the event that the Contractor fails to fully meet and perform the obligations imposed and required as part of this Contract, the Contractor shall pay damages to the DCJFS as compensation for such failure. Such damages shall be as provided in the Bid Package.

INSURANCE AND INDEMNIFICATION:

The Contractor hereby agrees to indemnify and hold free and harmless the DCJFS, the Board of Delaware County Commissioners, Delaware County, Ohio, and all of their respective boards, officers, officials, employees, volunteers, agents, servants and representatives as provided in the Bid Package. The Contractor also agrees to carry such insurance as required by the Bid Package.

INCORPORATION OF THE CONTRACT DOCUMENTS AND RESOLUTION:

The Contract Documents and Resolution in their entirety and all terms, provisions, and conditions contained therein are by this reference hereby expressly understood and accepted by the Parties and are in their entirety incorporated into and made a part of this Contract.

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

RESOLUTION NO. 09-1388

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND THE DELAWARE AREA CAREER CENTER FOR WORKFORCE INVESTMENT ACT SERVICES:

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 for The Delaware Area Career Center For Workforce Investment Act Services:

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

This Contract is entered into this 6th day of November 2009 by and between the Delaware County Department of Job and Family Services (hereinafter, "DCDJFS"), whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Delaware Area Career Center (hereinafter, "DACC") whose address is 4565 Columbus Pike (US 23), Delaware, Ohio 45015 (hereinafter singly "Party," collectively, "Parties").

PRELIMINARY STATEMENTS

WHEREAS, the DACC provides entrepreneurial training and services to adults and dislocated workers in Delaware County, Ohio.

WHEREAS, DCDJFS has accepted federal Workforce Investment Act (WIA) funds for state fiscal year 2009 and 2010 ("SFY 2009 and 2010") to provide to entrepreneurial training and services to adults and dislocated workers 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.

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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 entrepreneurial training and services (hereinafter collectively "Services") to adults and dislocated workers in Delaware County, Ohio. Eligibility for participation in the services shall be determined by DCDJFS and/or DACC. 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), 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:

This Agreement shall be effective November 6, 2009 through June 30, 2010.

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:

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

2. 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 Four Thousand Dollars and No Cents (\$ 4,000.00) 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 Four Thousand Dollars and No Cents (\$ 4,000.00). 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. 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 DACC shall make available to any or all the above named parties or

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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 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:

The DACC 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 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 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. INSURANCE:

The DACC shall carry and maintain throughout the life of the Contract such bodily injury and property damage liability insurance as will sufficiently protect it and DCDJFS, the Board, Delaware County and/or any of their respective boards, officials, officers, employees, agents, representatives, or volunteers against any and all claims for personal injury, including death, illness, bodily harm, or

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property damage, which may arise out of or result in whole or in part, from this Contract.

Prior to commencement of this Contract, the DACC shall present to DCDJFS current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Contract. DCDJFS, the Board, Delaware County, and/or any of their respective boards, officials, officers, employees, agents, representatives, or volunteers must be named as "Additional Insured" on the insurance required herein and shall be listed on the certificates of insurance as "Additional Insured."

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 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.

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

In addition to the rights and protections provided by the insurance policies as required above, DCDJFS, the Board, and/or Delaware County 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. 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 and received by DACC.

17. SAFEGUARDING OF CLIENT:

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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, 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. FINDINGS FOR RECOVERY:

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

24. NOTICES:

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

DACC:

Sue Rowland

DCDJFS:

Mona Reilly

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Director
DACC
4565 Columbus Pike
Delaware, Ohio 43015

Director
DCDJFS
140 N. Sandusky St., 2nd 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
11/06/09 thru 06/30/10
Entrepreneurial Classes
Delaware Area Career Center
SBDC – Small Business Management Program
In Cooperation with
Delaware County Job and Family Services**

Program Design:

The need for entrepreneurial training in Delaware County is evident through the number of unemployed, displaced workers in middle and upper management positions who have been recently entering the workforce. As a part of the Stimulus Package approved this spring, dollars have become available for persons who have completed entrepreneurial training and have been approved by the Small Business Development Center (SBDC) coordinators in each region of the state to be granted up to \$5000 for start up of their business. This program will address the requirements for clients to access those grant funds.

Kevin Hammond is the SBDC/SBM Coordinator in Delaware County. He works through a collaborative effort of the Small Business Development Center (SBDC) located at Columbus State Community College and the Delaware Area Career Center's Small Business Management program. He is housed at the Delaware Area Chamber of Commerce and at DACC. He meets with clients who think they want to start their own businesses to counsel them and to let them know of potential funding sources, Federal and State requirements, tax requirements, and to help them develop a business plan.

The program design is as follows:

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1. Kevin will meet with potential new business owners and determine who would benefit from the enhanced program designed by DACC and DCJFS.
2. Kevin will refer clients who meet the criteria to the One Stop to have them enroll for WIA funding with the counselor there. If they qualify, they will be assigned to a future class for further entrepreneurial training funded by WIA dollars. If they do not qualify for WIA funding, they can enroll in the classes themselves and be a self-pay participant.
3. First Level BASE (Beginning a Successful Enterprise) Classes will be held approximately every 6 weeks. The first level class will give the basic training for starting a business. These classes will be 7 hours in length and will serve as criteria for being a potential recipient of Stimulus Grant monies for Displaced Workers who want to start their own businesses. The 7 hour class will provide time for the counselor (Kevin) to assess the skills of the client to become a business owner and assess the probability of the client's business becoming a viable business in the Central Ohio market. It will also enable the client to make sure he/she wants to pursue beginning a business. A certificate of attendance will be issued to completers of this class. Class size is limited to a minimum of 7 participants and a maximum of 15 participants.
4. If the client is successful in the first BASE class and it looks as though the business could be viable, he/she will then be referred on to the Next Level class. This 7 hour class will provide additional training to the client regarding opening a business. A certificate of attendance will be issued to completers of this class as well. Class size is limited to a minimum of 5 participants and a maximum of 15 participants.
5. After completing the Next Level class, Kevin will meet with each client individually to finalize their business plans. Once the plans are evaluated, Kevin will designate the plans as SBDC Approved Business Plans if they are worthy. This will then enable the participating client to apply for grant funds up to \$5000 to start their business. These funds are provided by the Stimulus Package to Displaced Workers starting their own businesses. Each client is required to have a finished business plan approved by the SBCD in order to qualify for Stimulus Entrepreneurial Funds.

Program Costs:

1. Each seven hour BASE and Next Level class will cost \$875. This contract proposal will cover the cost of conducting three (3) First Level BASE Classes and two (2) Next Level Classes over the next four months (beginning in June, 2009). The cost of technical assistance and consulting individually with Kevin will be borne by the contract currently in place between the Small Business Development Center at Columbus State Community College and the Delaware Area Career Center Adult Education Division for Small Business Management.
2. An additional \$250 will be assessed for Marketing and Outreach Costs.
3. An additional \$250 will be assessed for supplies for participants.

Program Outcomes:

1. Participants will receive certificates for attendance for each of the two Small Business Development classes.
2. Participants will each have a completed Business Plan for their entrepreneurial business.
3. Participants will have an opportunity to access Federal Stimulus monies for the development of entrepreneurial businesses.

Appendix II

Budget

11/06/09 thru 06/30/10

Seven (7) Hour Base Level Entrepreneur Classes For Small Business	\$1,750.00
Second Level Entrepreneur Classes For Small Business	\$ 1,750.00
Marketing and Outreach *	\$ 250.00
Supplies *	\$ 250.00

*** Reimbursable Costs for Marketing and Outreach and Supplies will comply with allowable costs defined in OMB Circular A-21, Cost Principles For Educational Institutions and OMB Circular A-122, Cost Principles For Non-Profit Organizations**

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

RESOLUTION NO. 09-1389

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Environmental Services recommends Leave-With-Out-Pay for Dave Wisner; effective October 17 thru November 10, 2009, 2009 (128 Hours).

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

RESOLUTION NO. 09-1390

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE ENGINEER'S STORMWATER PHASE II FUND:

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

Supplemental Appropriations		Amount
69340407-5101	Stormwater Phase II/ Health Ins	\$ 2,390.00
69340407-5120	Stormwater Phase II /PERS	\$ 1,800.00
69340407-5131	Stormwater Phase II /Medicare	\$ 190.00

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

COMMISSIONERS' COMMITTEES REPORTS
 (Refer To Cd Minutes For Entire Record)

Commissioner Hanks
 -New York Yankees

Commissioner O'Brien
 -Participated in a 911 Board Meeting

Commissioner Thompson
 -Attended Heart Of Ohio Meeting At The Strand Theater
 -Kroger Grand Opening Is Today
 -Board Of Revision Meeting On Friday

RESOLUTION NO. 09-1391

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. Hanks to adjourn into Executive Session at 9:48AM.

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

RESOLUTION NO. 09-1392

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to adjourn out of Executive Session at 10:03AM.

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

RESOLUTION NO. 09-1393

IN THE MATTER OF ADJOURNING THE MEETING:

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

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

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Todd Hanks

Ken O'Brien

Tommy Thompson

Letha George, Clerk to the Commissioners