

COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 1, 2010

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. 10-857

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 28, 2010:

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 June 28, 2010; 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. Hanks Aye Mr. O'Brien Aye

PUBLIC COMMENT

RESOLUTION NO. 10-858

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0630:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0630 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R1004916	SUNBURY COMMUNITY LIBRARY	OHIO CHILDREN TRUST FUNDS	22811609 - 5301	\$11,000.00	0001
R1004918	DELAWARE GENERAL HEALTH DISTRICT	OHIO CHILDRENS TRUST FUND	22811609 - 5301	\$7,612.00	0001
R1004964	DELAWARE GENERAL HEALTH DISTRICT	HELP ME GROW PART C	70161602-5348	\$45,000.00	0001
R1004964	DELAWARE GENERAL HEALTH DISTRICT	HELP ME GROW STIMULUS	70161602-5348	\$30,000.00	0002
R1004964	DELAWARE GENERAL HEALTH DISTRICT	HELP ME GROW PART GRF	70161602-5348	\$15,800.00	0003
R1004949	JOBS FOR OHIO GRADUATES	JOG	22311611 - 5348	\$67,000.00	0001

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

RESOLUTION NO. 10-859

IN THE MATTER OF APPROVING PURCHASE ORDERS FOR ECONOMIC DEVELOPMENT FUNDS:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve purchase orders as listed below for Economic Development Funds:

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R1004912	OHIO REGIONAL DEVELOPMENT CORP	FAIR HOUSING CONSULTING	21011113 - 5301	\$6,100.00	0001
R1005021	BROWN PUBLISHING COMPANY INC	LEGAL ADS FOR PROJECTS	23111709 - 5312	\$1,200.00	0001

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

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COMMISSIONER O'BRIEN HAS PREVIOUSLY RECUSED HIMSELF FROM THE SCOTT #604 AND DUTCHER #477 WATERSHED DITCH PETITION PROJECT

RESOLUTION NO. 10-860

IN THE MATTER OF APPROVING THAT THE COSTS, FOR THE PROCEEDINGS OF THE LATERAL #2 PART OF THE SCOTT #604 AND DUTCHER #477 WATERSHED DITCH PETITION PROJECT, INCLUDING THE COST INCURRED BY THE BOARD OF COMMISSIONERS, THE COUNTY ENGINEER AND THE DELAWARE SOIL AND WATER CONSERVATION DISTRICT IN MAKING SURVEYS, PLANS, REPORTS AND SCHEDULES BE DISTRIBUTED TO THE LANDOWNERS IN THE SAME RATIO AS DETERMINED IN THE FINAL ESTIMATED ASSESSMENTS PRESENTED AT THE HEARING:

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

Whereas, the costs for the proceedings of the Lateral #2 Part Of The Scott #604 and Dutcher #477 Watershed Ditch Petition, including the cost incurred by the Board Of Commissioners, The County Engineer And The Delaware Soil And Water Conservation District in making surveys, plans, reports and schedules will be distributed to the landowners in the same ratio as determined in the final estimated assessments presented at the hearing;

THEREFORE BE IT RESOLVED, that the land owners shall be given the option to pay the cost in a single installment or over two years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land in the watershed, to pay the cost incurred for the Lateral #2 Part Of The Scott #604 and Dutcher #477 Watershed Ditch Petition process.(Assessments less than \$25.00 are a single tax payment). No interest shall be charged on the installments.

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

RESOLUTION NO. 10-861

IN THE MATTER OF APPROVING A LEASE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE ALPHA GROUP OF DELAWARE, INC., AN OHIO NOT-FOR-PROFIT CORPORATION, FOR THE PROPERTY KNOWN AS 1000 ALPHA DRIVE, DELAWARE, OHIO:

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

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated July 1, 2010, is made and entered into between **Board of County Commissioners, Delaware County, Ohio**, hereinafter referred to as "Lessor" and **The Alpha Group of Delaware, Inc., an Ohio not-for-profit corporation**, hereinafter referred to as "Lessee":

WITNESSETH:

1. **LEASED PREMISES:** In consideration of the rents, terms, provisions and covenants of this Lease, Lessor hereby leases, lets, and demises to Lessee the real property described in Exhibit A consisting of 2.99 acres, more or less, known as 1000 Alpha Drive, Delaware, Ohio (referred to as the "Leased Premises") improved with a 29,000+ square foot facility (the "Building"), other outbuildings and superstructures, and paved parking areas.

2. **TERM:** Subject to and upon the conditions set forth below, the term of this Lease shall commence as of July 1, 2010, the "Commencement Date" and shall terminate June 30, 2025.

3. **TAX & GRANT COMPLIANCE:** Lessee shall maintain its status as a qualified 501(c)(3) organization under the Internal Revenue Code at all times during the term of this Lease. Lessee shall remain in compliance with all of the conditions of the Ohio Capital Project Grant (MR541), the contract for which is attached hereto as Exhibit B and, by this reference, fully incorporated herein. Lessee shall also require any and all sublessees or assignees to comply, and said sublessees and assignees shall comply, with all conditions of the Ohio Capital Project Grant (MR541). Failure to comply with the terms of this Paragraph shall immediately render this Lease Agreement null and void, and all rights in and to the Leased Premises shall revert to the Lessor.

4. **RENT.** Lessee shall pay to Lessor the sum of One Dollar (\$1.00) on or before July 1 during each year of the term of this Lease for the purpose of covering Lessor's administrative costs.

5. **SIGNS:** Lessee may, at its cost, place or install signage on the Leased Premises.

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6. **USE:** Lessee warrants and represents to Lessor that Lessee shall use and occupy the Leased Premises to serve individuals eligible for qualified and lawful services from the Delaware County Board of Developmental Disabilities ("DCBDD"). .

As a means of assuring this type of use by the Lessee, Lessee shall prepare and provide to DCBDD and the Lessor an Annual Report. The Annual Report will summarize the services provided to eligible individuals as well as related operational matters. The Annual Report shall also provide information on the maintenance on the structure, any structural changes and an annual accounting of the status of the capital account set forth in Section 12 of this agreement. The Annual Report will also provide documentation of the tax exempt status of the Lessee, as well as a statement of continued existence as a not for profit corporation under the Laws of Ohio.

7. **JANITORIAL SERVICE; TRASH; GROUNDS AND PARKING AREAS:** Lessee, or its subtenants, shall furnish their own janitorial services and shall provide for proper and lawful disposal of the trash generated. Lessee shall be responsible for snow and ice removal from the Leased Premises. Lessee shall be responsible for the care and maintenance of the grounds, including but not limited to all grassed areas and parking areas.

8. **UTILITIES, TAXES, AND ASSESSMENTS:** Lessee shall pay for all utilities for the Leased Premises. Lessee shall pay real estate taxes or assessments, if any, relating to its use and occupancy of the Leased Premises as they become due and payable.

9. **REPAIRS AND MAINTENANCE:**

(a) Lessor is not required to make any improvements, replacements, or repairs of any kind or character to the Leased Premises during the term of this Lease. Lessee shall operate and shall maintain, repair, and replace as appropriate to maintain in good repair all portions of the Leased Premises, including structural components and the roof, and the mechanical systems and the equipment within and serving the Leased Premises, as well as the furnishings located on or about the Leased Premises. Notwithstanding the foregoing, Lessee shall have the benefit of any warranty on the Leased Premises or fixtures or equipment in or on the Leased Premises. Lessor shall cooperate and assist, as necessary, Lessee to obtain warranty services.

(b) Lessee shall not allow any damage to be committed on any portion of the Leased Premises. At the termination of this Lease, by lapse of time or otherwise, Lessee shall deliver the Leased Premises to Lessor in as good condition as existed at the commencement date or completion date of this Lease, ordinary wear and tear excepted.

10. **COMPLIANCE WITH LAWS, RULES, AND REGULATIONS:** Lessee, at Lessee's expense, shall comply with all laws, ordinances, orders, rules, and regulations of state, federal, municipal, or other agencies or bodies having jurisdiction relating to the use, condition, and occupancy of the Leased Premises.

11. **LESSOR IMPROVEMENTS:** Lessor does not anticipate making any improvements to the Leased Premises.

12. **ALTERATIONS AND IMPROVEMENTS:** Lessee may make, at Lessee's cost, any non-structural alterations, physical additions, or improvements to the Leased Premises that Lessee deems appropriate. Lessee shall consult with Lessor and DCBDD regarding any proposed structural alteration to the Building. Lessee may make a major structural alteration only with the written consent of Lessor, which shall not be withheld unreasonably. Lessee shall be responsible for all costs of any such major structural alteration to the Building. Any alterations, physical additions, or improvements to the Leased Premises shall at once become the property of Lessor and shall be surrendered to Lessor upon the termination of this Lease, to the extent that the alterations, physical additions, or improvements cannot be removed without causing damage to the Leased Premises. Lessor, at its option, may require Lessee to remove any physical additions and/or repair any alterations in order to restore the Leased Premises to the condition existing at the time Lessee took possession, all costs of removal and/or alterations to be borne by Lessee.

Lessee shall establish a capital account for the purpose of funding capital repairs estimated to cost \$5000.00 or more. The capital account shall be deemed fully funded at such time that the balance therein meets or exceeds \$300,000.00. At Lessee's option the capital account may be funded via monthly deposits of \$2500.00 until such time that the deposited amount meets or exceeds \$200,000.00, whereupon the monthly deposits may be reduced to \$1000.00 until the final balance of \$300,000.00 is achieved. Lessee may, at any time, accelerate or increase deposits to the capital account. Monies on deposit in the capital account may be invested in secure accounts or banking products. The costs of capital improvements or repairs may be paid from the capital account, with the Lessor's approval. Upon termination of this Lease Agreement, the balance of the capital account may be used for capital improvements, repairs or other matters that the Parties determine that Lessor is owed at the time of termination, and any remaining balance after all necessary improvements and repairs shall be divided equally between Lessee and Lessor. The Lessee shall, upon termination, be compensated for any structural improvement to the Leased Premises that Lessee funded prior to the Commencement Date.

13. **CONDEMNATION:**

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(a) If, during the term (or any extension or renewal) of this Lease, all or a substantial part of the Leased Premises are taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase in lieu thereof, and the taking would prevent or materially interfere with the use of the Leased Premises for the purpose for which they are then being used, this Lease shall terminate. Lessee shall be entitled to an award of its damages, including the value of its lease and any improvements to the Leased Premises Lessee has made at its expense. Lessor shall be entitled to an award for the physical taking of the property.

(b) In the event a portion of the Leased Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase in lieu thereof, and this Lease is not terminated as provided in subparagraph (a) above, Lessor shall, at Lessor's sole risk and expense, restore and reconstruct the building and other improvements on the Leased Premises to the extent necessary to make it reasonably tenantable.

14. **LIABILITY INSURANCE:** Lessee agrees that, at its own cost and expense, it shall procure and continue in force, in the names of Lessor and Lessee, general liability insurance against any and all claims for injuries to persons or damage to property occurring in, about, or upon the Leased Premises, including all damage from signs, fixtures or other appurtenances, now or hereafter erected upon the Leased Premises, during the term of this Lease. Such insurance shall at all times be in an amount not less than One Million Dollars (\$1,000,000) per claim on account of bodily injury to or death of one (1) person and Three Million Dollars (\$3,000,000) annual aggregate claims on account of bodily injuries or death of persons, and One Hundred Thousand Dollars (\$100,000) for property damage in any one (1) accident. Such insurance shall be written by a company or companies reasonably acceptable to Lessor and authorized to engage in the business of general liability insurance in the State of Ohio, and a certificate of all such policies procured by Lessee in compliance herewith shall be delivered to Lessor at least fifteen (15) days prior to the time such insurance is required to be carried by Lessee, and thereafter at least fifteen (15) days prior to the expiration of any such policy.

15. **FIRE AND CASUALTY:** Payments, if any, due from Lessee to Lessor shall not be abated due to any fire or casualty, but all payments for damages to the Leased Premises shall be used to restore the Leased Premises, as may be elected by Lessee.

16. **PROPERTY INSURANCE:** Lessee, at Lessee's cost and expense, shall at all times during the term of this Lease maintain a policy or policies of insurance with the premiums paid in advance, issued by and binding upon some solvent insurance company, insuring the building against all risk or direct physical loss in an amount equal to one hundred percent (100%) of the full replacement cost of the building structure and its improvements as of the date of the loss. Such insurance shall be written by a company or companies reasonably acceptable to Lessor and authorized to engage in the business of general liability insurance in the State of Ohio, and a certificate of all such policies procured by Lessee in compliance herewith shall be delivered to Lessor at least fifteen (15) days prior to the time such insurance is required to be carried by Lessee, and thereafter at least fifteen (15) days prior to the expiration of any such policy.

17. **HOLD HARMLESS:** Lessor shall not be liable to Lessee's or any subtenant's employees, agents, invitees, licensees or visitors, or to any other person, for any injury to person or damage to property on or about the Leased Premises caused by any person or entity other than Lessor, or caused by the building and improvements located on the Leased Premises becoming out of repair, or caused by leakage of gas, oil, water or steam or by electricity emanating from the Leased Premises. Lessee agrees to indemnify and hold harmless Lessor, its elected officials, agents and employees of and from any and all losses, damages, lawsuits, costs, judgments, attorney's fees, expenses, claims, or any other liabilities they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the Lessee, any sublessee, any person directly or indirectly employed thereby, or any person for whose acts any of them may be liable. Lessee further agrees to defend Lessor, its elected officials, agents, and employees in any lawsuit, arbitration, or other legal proceeding seeking recovery as a result of any accident or incident arising out of or in any way related to the Leased Premises.

18. **QUIET ENJOYMENT:** Lessor warrants that it has full right to execute and to perform this Lease and to grant the estate demised and that Lessee, performing the terms, conditions, covenants and agreements contained in this Lease, shall peaceably and quietly have, hold and enjoy the Leased Premises during the full term of this Lease as well as any extension or renewal thereof. Lessor shall not be responsible for the acts or omissions of any third party that may interfere with Lessee's use and enjoyment of the Leased Premises.

19. **RESERVATIONS OF EXISTING USE:** Currently DCBDD Transportation Services and Delaware Special Olympics occupy space in the Building and otherwise utilize the Leased Premises, including but not limited to four (4) offices, break areas, parking spaces with electric plug-in access, storage areas, use of common areas and restrooms, and access to vending areas and meeting and training rooms. These existing uses shall continue until such time that DCBDD determines continuing use is unnecessary to DCBDD, whereupon the Lessee may assume occupation and use thereof. Lessee shall provide all custodial services and utilities, except that DCBDD shall pay for telephone and internet services for DCBDD Transportation Services and Delaware Special Olympics.

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20. **LESSOR'S RIGHT OF ENTRY:** Lessor shall have the right, at all reasonable hours, to enter the Leased Premises for the following reasons: emergency, inspection, determining Lessee's or any subtenant's use of the Leased Premises, or determining if an act of default under this Lease has occurred. Except in the case of an emergency, twenty-four (24) hours' notice of Landlord's intent to enter shall be presumed reasonable.

Lessee shall make the Building available for team meetings for individuals served by Lessee and who are eligible for services funded by the DCBDD. DCBDD employees shall have reasonable access to the Building to meet with eligible individuals.

21. **SUBLEASE:** Lessee may sublet or assign all or any part of the Leased Premises with the Lessor's prior written consent, which shall not be withheld unreasonably. In the event of any subletting, Lessee, nevertheless, shall remain fully responsible and liable for compliance with all of its obligations under the terms, provisions, and covenants of this Lease.

Any subtenants that occupy parts of the Leased Premises shall conduct their business and control their agents, employees, invitees and visitors in such a manner as is lawful, reputable and will not create any nuisance, and shall comply with the terms and conditions stated herein. Neither Lessee nor its subtenants shall commit, or suffer to be committed, any waste on the Leased Premises, nor shall Lessee or its subtenants permit the Leased Premises to be used in any way which would be extra hazardous on account of fire or otherwise

22. **DEFAULT BY LESSEE:** The following shall be deemed to be events of default by Lessee under this Lease:

(a) Lessee shall fail to pay when due any payment required pursuant to this Lease, and the failure is not cured within thirty (30) days after written notice to Lessee;

(b) Lessee shall fail to comply with any term, provision or covenant of this Lease, other than the payment of money, and the failure is not cured or Lessee has not begun taking action to cure within forty-five (45) days after written notice to Lessee;

(c) Lessee shall file a petition or be adjudged bankrupt or insolvent under the National Bankruptcy Act, as amended, or any similar law or statute of the United States or any state; or a receiver or trustee shall be appointed for all or substantially all of the assets of Lessee; or Lessee shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors; or

(d) Lessee shall do or permit to be done any act that results in a lien being filed against the Leased Premises, which lien is not removed or bonded within 120 days after Lessee has actual notice of the lien.

23. **REMEDIES FOR LESSEE'S DEFAULT:** Upon the occurrence of any event of default set forth in this Lease, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand:

(a) Terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to surrender the Leased Premises, Lessor may, without prejudice to any other remedy which it may have for possession, enter upon and take possession of the Leased Premises, by picking or changing locks if necessary, and lock out, expel, or remove Lessee and any other person who may be occupying all or any part of the Leased Premises without being liable for prosecution of any claim for damages. Lessee agrees to pay on demand the amount of all loss and damage, including attorney fees, which Lessor may suffer by reason of the termination of the Lease under this subparagraph, whether through inability to relet the Leased Premises on satisfactory terms or otherwise.

(b) Enter upon and take possession of the Leased Premises, by picking or changing locks if necessary, and lock out, expel or remove Lessee and any other person who may be occupying all or any part of the Leased Premises without being liable for any claim for damages, and relet the Leased Premises on behalf of Lessee and receive directly the rent by reason of the reletting. Lessee agrees to pay Lessor on demand any deficiency that may arise because of any reletting of the Leased Premises; further, Lessee agrees to reimburse Lessor for any expenditure made by it for maintaining the building in a usable manner, including remodeling or repairing in order to relet the Leased Premises.

(c) Enter upon the Leased Premises, by picking or changing locks if necessary, without being liable for prosecution of any claim for damages, and do whatever Lessee is obligated to do under the terms of this Lease. Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in effecting compliance with Lessee's obligations under this Lease; further, Lessee agrees that Lessor shall not be liable for any damages resulting to Lessee from effecting compliance with Lessee's obligations under this subparagraph caused by the negligence of Lessor or otherwise.

(d) Terminate this Lease as an expiration of this Lease.

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24. **WAIVER OF DEFAULT OR REMEDY:** Failure of Lessor to declare an event of default immediately upon its occurrence, or delay in taking any action in connection with an event of default, shall not constitute a waiver of the default, but Lessor shall have the right to declare the default at any time and take such action as is lawful or authorized under this Lease. Pursuit of any one or more of the remedies set forth in paragraph 22 above shall not preclude pursuit of any one or more of the other remedies provided elsewhere in this Lease or provided by law, nor shall pursuit of any remedy provided constitute forfeiture or waiver of any rent or damages accruing to Lessor by reason of the violation of any of the terms, provisions or covenants of this Lease. Failure by Lessor to enforce one or more of the remedies provided upon an event of default shall not be deemed or construed to constitute a waiver of the default or of any other violation or breach of any of the terms, provisions, and covenants contained in this Lease.

25. **ACTS OF GOD:** Lessor shall not be required to perform any covenant or obligation in this Lease, or be liable in damages to Lessee, so long as the performance or non-performance of the covenant or obligation is delayed, caused by, or prevented by an act of God or force majeure.

26. **EARLY TERMINATION:** Lessee, on one-hundred eighty (180) days written notice to Lessor, may terminate this Lease.

27. **SUCCESSORS:** This Lease shall be binding upon and inure to the benefit of Lessor and Lessee and their respective heirs, personal representatives, successors and assigns. It is hereby covenanted and agreed that should Lessor's interest in the Leased Premises cease to exist for any reason during the term of this Lease, then notwithstanding the happening of such event this Lease nevertheless shall remain unimpaired and in full force and effect and Lessee hereunder agrees to attorn to the then owner of the Leased Premises.

28. **DEFINITIONS:** The following definitions apply to the terms set forth below as used in this Lease:

(a) "Abandon" means the vacating of all or a substantial portion of the Leased Premises by Lessee, whether or not Lessee is in default of the rental payments due under this Lease.

(b) An "act of God" or "force majeure" is defined for purposes of this Lease as strikes, lockouts, sit-downs, material or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather which prevents construction), acts of the public enemy, wars, insurrections and any other cause not reasonably within the control of Lessor and which by the exercise of due diligence Lessor is unable, wholly or in part, to prevent or overcome.

(c) The "commencement date" shall be the date set forth in paragraph 2. The "commencement date" shall constitute the commencement of this Lease for all purposes, whether or not Lessee has actually taken possession.

(d) "Real property tax" means all school, city, state and county taxes and assessments including special district taxes or assessments.

29. **MISCELLANEOUS:** The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such paragraph. If any provision of this Lease shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Lease, and such other provisions shall continue in full force and effect. This Lease shall not be recorded, but upon the request of either party, the parties will prepare, execute, and record a memorandum of lease.

Lessee hereby certifies that it is not subject to any unresolved finding for recovery issued by the Ohio Auditor of State. Lessee further certifies that it is, and shall for the life of this Lease Agreement remain, in full compliance with all applicable Federal, State, and Local laws, rules, regulations, and orders related to non-discrimination and equal opportunity employment.

30. **NOTICE:** All payments required to be made by Lessee shall be payable to Lessor at the address set forth below, and any notice or document required or permitted to be delivered by this Lease shall be deemed to be delivered (whether or not actually received) when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the parties at the respective addresses set out below:

<p>LESSOR: Board of County Commissioners, Delaware County, Ohio 101 North Sandusky Street Delaware, OH 43015</p>	<p>LESSEE: The Alpha Group of Delaware, Inc. 1000 Alpha Drive Delaware, OH 43015</p>
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31. **ENTIRE AGREEMENT AND LIMITATION OF WARRANTIES :** IT IS EXPRESSLY AGREED BY

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LESSEE, AS A MATERIAL CONSIDERATION FOR THE EXECUTION OF THIS LEASE, THAT THIS LEASE, WITH THE SPECIFIC REFERENCES TO WRITTEN EXTRINSIC DOCUMENTS, IS THE ENTIRE AGREEMENT OF THE PARTIES; THAT THERE ARE, AND WERE, NO VERBAL REPRESENTATIONS, WARRANTIES, UNDERSTANDINGS, STIPULATIONS, AGREEMENTS OR PROMISES PERTAINING TO THIS LEASE OR THE EXPRESSLY MENTIONED WRITTEN EXTRINSIC DOCUMENTS NOT INCORPORATED IN WRITING IN THIS LEASE. LESSOR AND LESSEE EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS LEASE. IT IS LIKEWISE AGREED THAT THIS LEASE MAY NOT BE ALTERED, WAIVED, AMENDED, OR EXTENDED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY BOTH LESSOR AND LESSEE.

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

RESOLUTION NO. 10-862

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of 911 Communications recommends Matt Weir for Acting Field Training Officer and approves the accompanying extra \$25.00 per pay; effective July 5, 2010.

Therefore Be It Resolved, that the Commissioners accept Matt Weir as Acting Field Training Officer and approves the accompanying extra \$25.00 per pay; effective July 5, 2010.

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

RESOLUTION NO. 10-863

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Building and Grounds Supervisor recommends accepting the retirement resignation of Edwin Parsons with Maintenance Department; effective June 21, 2010.

Therefore Be It Resolved, that the Commissioners accept the retirement resignation of Edwin Parsons with Maintenance Department; effective June 21, 2010.

The Building and Grounds Supervisor recommends accepting the resignation of Ramon Simpson Jr. with Maintenance Custodial Department; effective June 24, 2010.

Therefore Be It Resolved, that the Commissioners accept the resignation of Ramon Simpson Jr. with Maintenance Custodial Department; effective June 24, 2010.

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

RESOLUTION NO. 10-864

IN THE MATTER OF APPROVING CHANGE ORDER # 01-017 FOR BID PACKAGE 1 – GENERAL TRADES FOR THE SUITE IMPROVEMENTS: RUTHERFORD B. HAYES BUILDING, DELAWARE COUNTY, OHIO:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve change order #01-017 for Bid Package 1 – General Trades:

Elford, Inc.

Original Contract	\$	723,032.00
Amount previously approved	\$	37,666.03
Change Order 017 – Probate Bench Revision (Not to Exceed)	\$	9,884.00
Revised Contract Amount	\$	770,582.03

Whereas, the Facilities Supervisor recommends approval of change;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the change order for The Suite Improvements: Rutherford B. Hayes Building, Delaware County, Ohio.

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

RESOLUTION NO. 10-865

IN THE MATTER OF APPROVING CHANGE ORDER # 003 AND 007 FOR R. W. SETTERLIN BUILDING COMPANY, GENERAL TRADES FOR THE DELAWARE COUNTY JAIL REMODEL AND ADDITION, DELAWARE COUNTY, OHIO:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve change order # 003 and 007 for R. W. Setterlin Building Company, General Trades:

Original Contract	\$ 1,668,300.00
Amount previously approved	\$ 8,661.02
Change Order 003 – Changes to Booking Counter	\$ 6,136.25
Change Order 007 – Trench drain revisions	\$ 872.01
Revised Contract Amount	\$ 1,683,969.28

Whereas, the Facilities Supervisor recommends approval of change;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the change orders for The Delaware County Jail Remodel And Addition, Delaware County, Ohio.

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

RESOLUTION NO. 10-866

IN THE MATTER OF APPROVING THE REALLOCATION OF FUNDS IN THE PROSECUTOR'S OFFICE FOR A DRUG PROSECUTOR:

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

Reallocation Of Funds

From:	To:	
23212103-5001	23212103-5305	\$805.90
\$3,031.00	23212103-5310	\$424.20
	23212103-5308	\$1800.90

The reallocation that we are requesting was already approved and adjusted by the Ohio Criminal Justice Services. You allowing this reallocation of funds would allow our Drug Prosecutor to attend the trainings and receive the reference materials that are important to this grant funded position.

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

RESOLUTION NO. 10-867

IN THE MATTER OF RE-APPOINTING PAUL WISE AS THE GOVERNMENTAL MEMBER AND APPOINTING DOUG RITTER AS THE DELAWARE BOARD OF COUNTY COMMISSIONERS' REPRESENTATIVE TO THE MILLSTONE COMMUNITY AUTHORITY:

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

Whereas, The Board of Commissioners of Delaware County is responsible to make appointments from the public to various boards, councils and committees, and

Whereas, The Board of Commissioners of Delaware County shall appoint individuals to the Millstone Community Authority. Paul Wise will be re-appointed as the governmental member, term beginning January 1, 2010 and ending December 31, 2011. Doug Ritter shall be appointed as citizen member for a term beginning January 1, 2010 and ending December 31, 2011;

Whereas, a vacancy has existed during a portion of the term, and

Therefore, be it resolved that the Board of Commissioners at Delaware County, State of Ohio, hereby re-appoint Paul Wise as the governmental member, term beginning January 1, 2010 and ending December 31, 2011, and Doug Ritter as the citizen member for a term beginning January 1, 2010 and ending December 31, 2011 to the Millstone Community Authority, effective today July 1, 2010.

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

RESOLUTION NO. 10-868

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IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND JOBS FOR OHIO'S GRADUATES FOR WORKFORCE INVESTMENT ACT (WIA):

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

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

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract with Jobs for Ohio's Graduates:

**2010 - 2011 CONTRACT
FOR THE PURCHASE OF SERVICES AND PROGRAMS
BETWEEN THE DELAWARE COUNTY
BOARD OF COUNTY COMMISSIONERS
AND
JOBS FOR OHIO'S GRADUATES**

This Contract is entered into this 1st day of July, 2010 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, Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015 (hereinafter collectively Board and DCDJFS, "County"), and the JOBS FOR OHIO'S GRADUATES (hereinafter, "JOG") whose address is 4565 Columbus Pike, Delaware, Ohio 43015 (hereinafter singly "Party," collectively, "Parties").

PRELIMINARY STATEMENTS

WHEREAS, JOG provides alternative education and work readiness training for youth in Delaware County, Ohio; and,

WHEREAS, BOARD has accepted federal Workforce Investment Act (WIA) 2010 funds to provide alternative education and work readiness services and training to youth as a part of its workforce development duties and needs to provide such services or contract out for services; and,

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

WHEREAS, the JOG 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 JOG, for and on behalf of BOARD, will provide alternative education and work readiness training (hereinafter collectively "Services") to youth in Delaware County, Ohio. Eligibility for participation in the services shall be determined by BOARD and/or JOG. Services to be provided, the budget, and forms to be used for such Services are respectively described in detail and/or set forth in Appendix I (Statement of Work), Appendix II (Budget), Appendix III (Forms), Appendix IV (Cost Accountability and Containment), Appendix V (Eligibility Verification Source Documents), Appendix VI (WIA Youth Program Services), Appendix VII (Participant Case File Expectations), Appendix VIII (Element Milestones and Completion Expectations), Appendix IX (Monthly Updates Format), and Appendix X (Documentation and Reporting Timing) all of which are attached hereto and all of which by this reference are fully incorporated into and made a part of this Contract (hereinafter respectively "Appendix I", "Appendix II", "Appendix III", "Appendix IV", "Appendix V", "Appendix VI", "Appendix VII", "Appendix VIII", "Appendix IX", and "Appendix X") (Copies available in The Department Of Job And Family Services And Commissioners' Office until no longer of administrative value).

2. TERM:

This Agreement shall be effective July 1, 2010 through December 31, 2011.

3. SCOPE OF SERVICES/DELIVERABLES:

The Services to be provided under this Contract to BOARD by the JOG are set forth and are more fully described in Appendix I, Appendix II, Appendix III, Appendix IV, Appendix V, Appendix VI, Appendix VII, Appendix VIII, Appendix IX, and Appendix X.

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4. FINANCIAL AGREEMENT:

A. PAYMENT PROCEDURES:

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

B. MAXIMUM PAYMENT

The JOG agrees to accept as full payment for Services rendered in a manner satisfactory to BOARD, the lesser of the following: (1) The maximum amount of Two Hundred Thousand Dollars and No Cents (\$ 200,000.00) or (2) the amount of actual expenditures made by the JOG 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 Two Hundred Thousand Dollars and No Cents (\$ 200,000.00). See Appendix II.

5. LIMITATION OF SOURCE OF FUNDS:

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

7. INFORMATION REQUIREMENTS:

The JOG will provide such information to BOARD 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 BOARD, the Comptroller General of the United States, the State, or other agency or individual authorized by the BOARD may deem necessary, the JOG 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 BOARD and the above named parties shall be permitted by the JOG 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 JOG, 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 JOG 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 JOG shall contact the BOARD 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 JOG 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

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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 BOARD personnel.

10. SERVICE DELIVERY RECORDS:

The JOG 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 BOARD personnel.

11. RESPONSIBILITY FOR INDEPENDENT AUDIT:

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

12. RESPONSIBILITY OF AUDIT EXCEPTIONS:

The JOG 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 JOG agrees to reimburse the BOARD the amount of any such audit exception.

13. INDEPENDENT CONTRACTORS:

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

14. PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS:

The DCDJFS, the BOARD, the Board, and the JOG, as governmental entities/political subdivisions, lack authority to indemnify. As such, the Parties, agree to be and shall be responsible for their own actions or inactions and/or the actions or inactions 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 BOARD / COUNTY PROPERTY:

JOG shall assume full responsibility for any damage to or loss of any BOARD 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 JOG or any board members, officials, officers, employees, agents, representatives, volunteers, and/or servants of JOG as related to this Contract or Services provided thereunder.

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 JOG 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

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remedies. In the event of such a breach or default, the JOG 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 JOG 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 BOARD, the JOG understands that changes and/or termination of this Contract will be required and necessary. To the extent permitted by law, the JOG agrees to hold harmless 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 BOARD.

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 BOARD and the individual or, if a minor, his/her responsible parent or guardian.

18. CIVIL RIGHTS:

BOARD and the JOG 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 JOG 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 JOG agrees as a condition of this Contract to make all Services provided pursuant to this Contract accessible to the disabled/handicapped. The JOG 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, BOARD 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 JOG, its providers, and their respective officials, officers, employees, agents, representatives, volunteers, and/or servants agree to and shall be under the direction of the BOARD relative to any such appeals and/or state hearings. Additionally, the JOG, 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 JOG 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 JOG shall make a good faith effort to ensure that all of its and any of its providers officials, officers,

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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 JOG 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 JOG 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 JOG 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:

JOG:

Tish Jenkins
Director
JOG
4565 Columbus Pike
Delaware, Ohio 43015

Delaware County Job and Family Services:

Mona Reilly
Director
Delaware County Job and Family Services
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 DCDJFS and the BOARD.

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

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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
07/01/10 – 12/31/11**

I. SUMMARY

JOG-Delaware will manage and coordinate Delaware County's WIA Youth Program for Delaware County participants in accordance with Section 129 of the Workforce Investment Act.

JOG-Delaware will provide educational services in accordance with Ohio Department of Education policies and guidelines.

The main focus of the WIA youth program is long-term academic and occupational learning opportunities for youth. The goal is to increase employment, job retention and earnings by developing the work/career potential that will prepare the youth to effectively compete in the global economy.

WIA requires local youth programs to provide the following ten elements:

- ? Tutoring, study skills training, and instruction leading to the completion of secondary school including dropout prevention strategies
- ? Alternative secondary school services
- ? Summer employment opportunities directly linked to academic and occupational learning
- ? Paid and unpaid work experiences, including internships and job shadowing
- ? Occupational skill training
- ? Leadership development opportunities
- ? Supportive services
- ? Adult mentoring for the period of participation
- ? Follow-up services for not less than 12 months after exit
- ? Comprehensive guidance and counseling.

The goals of the youth training and employment are to:

- ? Improve school retention and completion rates;
- ? Improve academic performance, including mathematics and reading comprehension;
- ? Improve employability skills;
- ? Demonstrate coordination with other community service organizations such as local educational agencies, law enforcement agencies, drug and alcohol abuse prevention and treatment programs.
- ? Enhance the basic educational skills of youth;
- ? Encourage school completion or enrollment in supplementary or alternative school programs;
- ? Provide eligible youth with exposure to the world of work; and
- ? Enhance the citizenship skills of youth.

II. SERVICES TO BE PROVIDED

A. Recruitment and Outreach

JOG-Delaware is responsible for the recruitment and outreach of eligible Delaware County youth participants in accordance with the eligibility requirements detailed in section C. of this part (below).

The Department desires recruitment and outreach activities target and give priority to certain youth sectors that can best be served with this contract with the recognition there are finite resources and some youth can be served more effectively by alternative, complimentary community and educational programs.

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The Department requests JOG-Delaware conduct recruitment and outreach activities to achieve the following program enrollment metrics:

	Younger Youth	Older Youth
In School	5 maximum (age 14-15 at the time of entry)	20 maximum (age 16-19 at the time of entry)
Out of School	20 minimum (age 15-17 at the time of entry)	30 minimum (age 18-21 at the time of entry)

B. Assessment

JOG-Delaware will conduct a TABE 9 pre-test at the time of eligibility determination for all applicants.

JOG-Delaware will conduct a WIA Youth Program assessment for all applicants.

For applicant’s enrolled into the WIA Youth Program (participants) who are determined basic skill level deficient (skill level score of 8.9 or less), JOG-Delaware will incorporate remedial educational services into the participant’s Individual Service Strategy (ISS) to improve proficiency.

JOG-Delaware will conduct a TABE 10 post-test every 12 months at a minimum for participants who scored a skill level of 8.9 or less on the original TABE 9 pre-test and who are active in the WIA Youth Program. JOG-Delaware will update the participant’s ISS upon completion of the TABE 10 post-test.

JOG-Delaware will review results of the TABE test(s) and assessment(s) with the participant.

JOG-Delaware will forward a copy of the TABE tests and assessment to the Department and file a copy in the JOG-Delaware participant case file.

The Department will file a copy of the TABE results and assessment in the Department’s participant case file.

C. Eligibility

This Workforce Investment Act program activity is designed for low income youth who are 14 to 21 years of age and who meet WIA eligibility criteria. Eligible youth is defined, under the Act section 101(13), as an individual who:

- I. Is aged 14 through 21;
- II. Is a low income individual, as defined in the WIA section 101(25); and
- III. Is with one or more of the following categories:
 - a. Deficient in basic literacy skills;
 - b. School dropout;
 - c. Homeless, runaway, or foster child;
 - d. Pregnant or parenting;
 - e. Offender; or
 - f. Is an individual (including a youth with a disability) who requires additional assistance to complete an educational program, or to secure and hold employment. (as defined by the Area 7 Board)

JOG-Delaware is responsible for initial determination of the WIA eligibility of all youth participants recruited to the program, in addition to the collection and verification of all necessary and required eligibility source documents.

JOG – Delaware will gather all eligibility source documents, complete the WIA Youth Program application and complete the Release of Information form.

JOG will file a copy of the approved eligibility documents, WIA Application form, and Release of Information form (considered collectively as eligibility packet) in the JOG-Delaware participant case file and forward originals of the documents to the Department for review and approval.

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The Department will have final eligibility determination for youth participants, which includes approval of the completed WIA application, verification of the information provided for the application and determination if the applicant meets the criteria required by 20 CFR Sections 664.200, 664.220 and 664.250.

The Department will return disapproved eligibility packets to JOG-Delaware stating reason for disapproval.

The Department will file approved, originals of eligibility packets in Department participant case files. Originals of eligibility source documents will be returned to JOG-Delaware upon request.

At the time of eligibility review, the Department will require an in person, face to face meeting (at the Delaware Area career South Campus One-Stop location) with all program applicants (and if applicable parents and/or guardians) to verify eligibility information and to determine if the potential program participant's goals and circumstances are consistent with the WIA Youth Program. The Department has the option to redirect the applicant to alternative programs and resources more suitable to the program applicant's needs.

Appendix V summarizes acceptable source documents to verify eligibility:

D. Enrollment

JOG-Delaware will be responsible for completing the following enrollment actions:

- ✍ Complete a WIA Summary of Complaints Form
- ✍ Complete a Student Authorization Form
- ✍ Complete a Medical Form
- ✍ Complete an initial Individual Services Strategy (ISS) Form
- ✍ Make copies of all forms and file in JOG-Delaware's participant's case file and forward original forms to the Department.
- ✍ Maintain a copy of the SCOTI/WIA subsystem Registration Form from the Department in JOG-Delaware's participant case file upon formal enrollment.
- ✍ Registering participants in the Swipeit tracking system.

The Department will be responsible for completing the following enrollment actions:

- ✍ Review all enrollment forms and ISS
- ✍ If ISS is disapproved, return the entire enrollment packet back to JOG-Delaware for ISS revision.
- ✍ Once enrollment packet, including ISS is approved, participant will be formally enrolled in the SCOTI/WIA sub-system
- ✍ Print a copy of the SCOTI/WIA subsystem Registration Form as confirmation of formal WIA enrollment.
- ✍ File all original enrollment forms and WIA Registration Form in Department's participant case file
- ✍ Forward a copy of WIA Registration Form confirmation to JOG-Delaware.

E. ISS Initiation and Updates

JOG-Delaware shall develop the ISS in conjunction with each participant. The ISS shall identify primary educational and employment goals, and describe the training activities and appropriate services the youth will receive to achieve those goals. ***The ISS must be reviewed with the participant, at minimum, quarterly*** and adjusted, as necessary, to evaluate the progress of the participant's services and activities. This continued evaluation will ensure progress is being made toward the achievement of the participant's employment goals, training objectives, and advancement of one or more educational functioning levels within the program year. Quarterly reviews must be jointly annotated by initialing and dating the ISS by the participant and the JOG-Delaware representative.

F. WIA Youth Service Elements

JOG-Delaware will provide programming addressing each of the ten (10) essential elements of youth programs as required by WIA in accordance with U.S. Department of Labor guidelines AND supplementary Department expectations. **Appendix VI** summarizes requirements. Both the federal and local expectations must be met.

G. Case File Management and Record Keeping

JOG-Delaware and the Department will maintain complete, accurate, and up to date participant case files in accordance with WIA guidelines and Department expectations.

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In general, flow of information between JOG-Delaware and the Department is one-way. Forms are originated by JOG-Delaware and forwarded to the Department. Exceptions to the one-way flow are: Exit forms, disapproved eligibility packets, disapproved enrollment packets, disapproved ISS forms, and SCOTI/WIA subsystem Registration Forms that come from the Department and are forwarded to JOG-Delaware. Participant “master” files maintained by the Department and may be stored electronically using the Northwoods Document Management Software system and should not be presumed to be “shared” files.

Appendix VII summarizes filing responsibilities for both parties.

H. Monthly Updates and Invoicing

JOG-Delaware will provide monthly updates to the Department no later than 30 days for services provided the preceding month. Monthly Updates must be complete, accurate and submitted on time to enable timely payment and approval. Incomplete or incorrect packets will returned to JOG-Delaware for correction.

The required format of the Monthly Updates is defined in Appendix IX

I. Exits

The Department will process a WIA Youth Program Exit Form when a participant exits the program. The original will be filed in the Department’s master individual file and a copy will be forwarded to JOG-Delaware to file in JOG-Delaware’s participant case file.

The Department will update the participant’s Status in the SCOTI/WIA subsystem.

J. Computer Equipment Security and Protection

To ensure safekeeping and reasonable custodianship of county owned computer equipment, JOG will perform or maintain the following:

- * Equipment storage and security process
- * Property insurance coverage to enable repair and/or replacement
- * Training provided to students prior to use
- * Netbook issuance and return procedures
- * Filing and records retention for user manuals, licensing info, warranty info, product support info, software media, etc.

Depreciation on the equipment value of the will be based on the following straightline depreciation schedule

Hardware	Useful Life	Annual Depreciation %
Computers	5	20%
Printers	5	20%
Software	5	20%
Laptop cart	10	10%
Keyboard, Mice	NA	NA

III. REQUIRED PERFORMANCE OUTCOMES and COMPENSATION

Fixed Units

A. Enrollment

Contract Maximum Allowable Amount: **\$ 81,200**
 Invoice Frequency: Monthly
 Compensation Definition: Means compensation for each participant newly enrolled or a participant carried over from a previous program year. Each new or carried over participant must be eligible, approved, and enrolled in the SCOTI / WIA subsystem by the Department. Application The percentage of Out of School Youth enrolled must be maintained at a minimum of 35% at all times for the duration of the contract. JOG-Delaware can receive enrollment compensation only once for each participant for the program service period.

Compensation due to enrollments will further be subject to the following timeframe limitations:

Total compensation due to enrollment can not exceed \$ 50,000 prior to January 1, 2011.

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Total compensation due to enrollment can not exceed \$ 65, 000 prior to July 1, 2011.

Carryover enrollments that are excluded from compensation include:

- ? Participants exited prior to July 1, 2010.
- ? Participants enrolled in the WIA Youth Program between May 1, 2010 thru June 30, 2010 where enrollment compensation was received from the previous WIA Youth Services contract.
- ? Participants who have not been actively served by JOG- Delaware or the Department in any of the 10 WIA Core Elements (excluding Follow-Up) for 90 days or more prior to the contract effective date and are mutually agreed upon as being considered “inactive”.

Enrollment Category	Expected Outcome (Enrollments)	Compensation Per Enrollment	Maximum Compensation Per Enrollment Category
In School Younger Youth	5 (maximum) (age 14-15 at the time of entry)	\$ 300	\$ 1500
In School Older Youth	20 (maximum) (age 16-19 at the time of entry)	\$ 300	\$ 5700
Out Of School Younger Youth	20 (minimum) (age 15-17 at the time of entry)	\$ 1000	\$ 24000
Out Of School Older Youth	30 (minimum) (age 18-21 at the time of entry)	\$ 1000	\$ 50000

B. High School Credit Recovery Program – Individual Services

Contract Maximum Allowable Amount: **\$ 23,000**

Invoice Frequency: Monthly

Compensation Definition: The Department will compensate JOG-Delaware \$ 1,000 per month for high school credit makeup and recovery services. During the months of June thru August, compensation will be \$ 2000 per month. JOG-Delaware will staff the Delaware Area Career Center South Campus with personnel with credentials sufficient to be compliant with Ohio Department of Education guidelines necessary for students to earn recognized high school credits needed for a diploma and graduation in their home school. JOG-Delaware will provide makeup and recovery services in such a manner that it is not dependent upon Department staff and resources. Makeup and recovery services will incorporate one on one recovery assistance for students needing staff directed mentoring in conjunction with independent, self-directed study. Expected one on one recovery service schedules are listed below. *JOG-Delaware has the latitude to flex one on one schedules as appropriate to best serve the needs of students but must provide overall equivalent service levels mutually agreed upon in quarterly review meetings.*

One on One Recovery Service Schedule

Qtr	Month of Service	Forecasted Need (based on historical customer service volume)	Weekday Evenings per week Coverage For Credit Makeup and Recovery Services (3:00pm – 7:00pm)	Weekday Daytime (standard school hours) Credit Makeup And Recovery Services
Q1	July 2010	Medium	NA (summer)	Yes
Q1	August 2010	Low	NA (summer)	Yes
Q1	September 2010	Low	1	Yes
Q2	October 2010	Low	1	Yes
Q2	November 2010	Low	1	Yes
Q2	December 2010	Low	1	Yes
Q3	January 2011	High	4	Yes
Q3	February 2011	High	4	Yes
Q3	March 2011	Medium	4	Yes
Q4	April 2011	High	4	Yes
Q4	May 2011	High	4	Yes
Q4	June 2011	High	NA (summer)	Yes
Q5	July 2011	Medium	NA (summer)	Yes
Q5	August 2011	Low	NA (summer)	Yes

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Q5	September 2011	Low	1	Yes
Q6	October 2011	Low	1	Yes
Q6	November 2011	Low	1	Yes
Q6	December 2011	Low	1	Yes

C. High School Credit Recovery Program – Group Classes

Contract Maximum Allowable Amount: **\$ 16,000**

Invoice Frequency: Monthly

Compensation Definition: The Department will compensate JOG-Delaware \$ 2,000 per class for high school credit makeup and recovery services. JOG-Delaware will staff the Delaware Area Career Center South Campus with personnel with credentials sufficient to be compliant with Ohio Department of Education guidelines necessary for students to earn recognized high school credits needed for a diploma and graduation in their home school. JOG-Delaware will provide makeup and recovery services in such a manner that it is not dependent upon Department staff and resources. Makeup and recovery services will incorporate group classes (approximately 5 or 6 weeks in duration) Expected evening class schedules are listed below.

There must be a minimum of five(5) participants registered in a class to offer a class to ensure cost effective delivery of services.

JOG-Delaware has the latitude to flex structured class schedules as appropriate to best serve the needs of students but must provide overall equivalent service levels mutually agreed upon in quarterly review meetings.

Structured Makeup Class Schedule

Qtr	Month of Service	Class	Class	Class	Class
		L.A.	Health	PE.	Govt.
Q1	July 2010				
Q1	August 2010				
Q1	September 2010				
Q2	October 2010	Language Arts		PE	
Q2	November 2010	Language Arts		PE	
Q2	December 2010				
Q3	January 2011				
Q3	February 2011	Language Arts			Government
Q3	March 2011	Language Arts			Government
Q4	April 2011	Multiple Subject		Physical Education	
Q4	May 2011	Multiple Subject		Physical Education	
Q4	June 2011				
Q5	July 2011				
Q5	August 2011				
Q5	September 2011				
Q6	October 2011	Language Arts	Health		
Q6	November 2011	Language Arts	Health		
Q6	December 2011				

D. Summer Employment Opportunity Coordination

Contract Maximum Allowable Amount: **\$ 1,200**

Invoice Frequency: Upon Completion of Requirements

Compensation Definition: Compensation to participants must be in the form of a wage. The Department will compensate JOG-Delaware \$ 200 per participant for payroll coordination. JOG-Delaware is not eligible to receive compensation for participants’ completion of SEO milestones or completions defined in Appendix VIII.

E. Work Experience Payment Coordination

Contract Maximum Allowable Amount: **\$ 2,000**

Invoice Frequency: End Of Contract

Compensation Definition: The Department will compensate JOG-Delaware

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\$ 200 per participant for each student that JOG-Delaware facilitates payment activities for Work Experience . To receive compensation, JOG-Delaware must process payment activities for the duration of the Work Experience engagement. Compensation to participants may be in the form of a stipend or wage.

F. Monthly Updates

Contract Maximum Allowable Amount: **\$ 5,400**
 Invoice Frequency: Monthly
 Compensation Definition: The Department will compensate JOG-Delaware \$ 300 per month for each Monthly Update. Required content and format of the Monthly Update is defined in Appendix IX.

G. ISS Updates

Contract Maximum Allowable Amount: **\$ 6,800**
 Invoice Frequency: Monthly
 Compensation Definition: The Department will compensate JOG-Delaware \$ 40 per quarterly ISS update completed. ISS updates must be reviewed with the participant and initialed and dated by both the participant and JOG-Delaware representative. ISS forms submitted upon initial enrollment do not qualify for compensation. JOG-Delaware will submit a summary of ISS updates completed and a copy of the updated ISS's with the Monthly Updates.

H. Survey Administration

Contract Maximum Allowable Amount: **\$ 1000**
 Invoice Frequency: Semi-Annual
 Compensation Definition: The Department will compensate JOG-Delaware \$ 500 per semi-annual program satisfaction survey administered by JOG-Delaware. Both employers and active participants must be surveyed. Survey form content will be mutually agreed upon by the Department and JOG-Delaware. Program Satisfaction surveys will be administered, compiled, and reported by JOG-Delaware in accordance with the schedule defined in Appendix X.

I. Program Element Outcomes Reporting

Contract Maximum Allowable Amount **\$ 2400**
 Invoice Frequency: Quarterly
 Compensation Definition: The Department will compensate JOG-Delaware \$ 400 per quarterly Program Element Outcome Report. Format of the report is defined in Appendix III. JOG-Delaware will present the completed quarterly reports in quarterly review meetings in accordance with the schedule defined in Appendix X.

J. Program Review Meetings

Contract Maximum Allowable Amount: **\$ 2100**
 Invoice Frequency: Quarterly
 Compensation Definition: The Department will compensate JOG-Delaware \$ 350 per meeting for (6) quarterly program review meetings. JOG-Delaware and the Department will jointly review participant case files, participant progress, supporting documentation for ISS Updates and Element Milestones and Outcomes, results of semi-annual program satisfaction surveys , program reporting for outcomes of the WIA Youth services program, and effectiveness of programs and processes. Timing of deliverables for the review meetings is defined in Appendix X.

Specific deliverables that must be provided to receive compensation include:

- ? ISS Updates completed during the quarter
- ? Documentation supporting elements completed reflected in ISS Updates
- ? Documentation supporting milestones and element completions reflected in monthly element and milestones summaries
- ? Participant contact report (standard JOG database report) for each active participant during the quarter.
- ? Participant follow-up report (standard JOG database report) for each participant in follow-up during the quarter
- ? Quarterly Program Outcomes Reports
- ? Program Satisfaction Results (Feb 2011 and Nov 2011 only)

K. Element Milestone Accomplishment and Completion

Contract Maximum Allowable Amount: **\$ 23,400**

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Invoice Frequency: Monthly
 Compensation Definition: The Department will compensate JOG-Delaware \$ 50 per element milestone and \$ 200 per element completion for element milestones and completion benchmarks defined in Appendix VIII. A maximum of \$ 400 (combination of milestones and completion benchmarks) can be applied to each participant. Each milestone or completion benchmark can only be applied once and can not be applied to multiple elements.

L. Delaware County WIA Youth Program Performance Measures

Contract Maximum Allowable Amount: **\$ 3,600**

Invoice Frequency: Quarterly

Compensation Definition: The Department will compensate JOG-Delaware with performance incentives quarterly for the following measures and amounts in the table below. Accomplishment of the measures will be determined by the standard reports run by the Department in the SCOTI/WIA subsystem as determined by the Ohio Department of Job and Family Services

WIA Performance Measure	Placement in Employment or Secondary Education	Attainment of a Degree or Certificate	Literacy and Numeracy Gains
Definition	Percentage of participants who are in employment, the military, post-secondary education, and/or advanced training/occupational training soon after exit	Percentage of participants who are in education who attained a diploma, GED, or certificate several months after exit	Number of participants who increase one or more educational functioning level within one year of the date of participation
Timing	During 1 st quarter (1-3 months) after exit	By the end of the 3 rd quarter (6 -12 months after exit	By the end of one year form the date or participation.
Exclusions	Youth in post-secondary education, employment, or the military at the date of participation	Youth not enrolled in education at the date of participation or at any point during the program	Out of school youth who are not basic skills deficient. In-school youth
Delaware County WIA Performance Measure Expectation	63% (minimum)	42% (minimum)	37% (minimum)
Performance Period	Maximum Potential Compensation if expectation achieved	Maximum Potential Compensation if expectation achieved	Maximum Potential Compensation if expectation achieved
07/01/10 - 09/30/10	\$ 200	\$ 200	\$ 200
10/01/10 - 12/31/10	\$ 200	\$ 200	\$ 200
01/01/11 - 03/31/11	\$ 200	\$ 200	\$ 200
04/01/11 – 06/30/11	\$ 200	\$ 200	\$ 200
07/01/11 – 09/30/11	\$ 200	\$ 200	\$ 200
10/01/11 – 12/31/11	\$ 200	\$ 200	\$ 200

M. Program Satisfaction

Contract Maximum Allowable Amount: **\$ 800**

Invoice Frequency: Semi-Annual

Compensation Definition: JOG-Delaware will administer, compile and report semi-annual program satisfaction survey results in program review meetings in the schedule defined in Appendix X. To receive compensation, performance measures must be met or exceeded as defined in the table below.

Program Satisfaction Element	Performance Measure Description	Performance Measure Expectation	Maximum Compensation per Program Satisfaction Element
Customer Satisfaction	The % of enrolled	85%	\$ 400

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	participants who indicate they are satisfied with the services provided at the time of exit during the program year		(\$ 200 per semi-annual review period)
Employer Satisfaction	The % of employers associated with JOG-Delaware's services for any of the 10 WIA youth elements and/or the participants who indicate they are satisfied during the program year	85%	\$ 400 (\$ 200 per semi-annual review period)

N. Reimbursable Costs

1. Program and Operating Costs

Contract Maximum Allowable Amount: **\$ 31,100**
 Invoice Frequency: Monthly
 Compensation Definition: Means reimbursement for costs summarized in the table below subject to compliance with the following :

- ⌘ Workforce Investment Act Guidelines
- ⌘ Cost containment guidelines in the Department's Service Contract Cost Containment Initiative (**Appendix IV**).
- ⌘ Allowable costs defined in OMB Circular A-21, Cost Principles for Educational Institutions
- ⌘ Allowable costs defined in OMB Circular A-122, Cost Principles for Non-Profit Organizations

JOG-Delaware must demonstrate how costs are allocated to program participants for all reimbursable cost items (ie. Method of allocation)..

Program Cost Category	Details
Books/Teaching Aids	Books, pamphlets, and software used as instructional aids.
General Stipends and Incentives	Stipends and incentives for positive motivation and recognition for participants linked to accomplishment of any WIA Youth program element. Wages, stipends, or incentives must be linked directly or indirectly to accomplishment of ISS objectives.
Summer Employment Opportunity Wages Summer 2010 and 2011	Wages for participants in the SEO program. Participants are mutually agreed upon between the Department and JOG-Delaware
Work Experience Stipends	Stipends for accomplishment of Work Experience. Participants are mutually agreed upon between the Department and JOG-Delaware
Professional Development	Training, continuing education, and conference fees related to program management and professional development of JOG-Delaware and Department staff.
Professional Services	Money to hire specialty training, demonstrators, substitutes, enrichment educators, childcare classes, CPR, etiquette, cooking classes, etc.
Training Fees	Costs for third party certification and training programs including registration, tuition, lab fees, testing fees, books, supplies, and parking fees applied to participant's accomplishing one of the WIA Youth elements.

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

RESOLUTION NO. 10-869

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES (AS ADMINISTRATIVE AGENT OF THE DELAWARE COUNTY FAMILY AND CHILDREN FIRST COUNCIL)

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AND DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES TO ASSIST WITH THE HELP ME GROW PROGRAM:

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

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

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract with Delaware County Board Of Developmental Disabilities To Assist With The Help Me Grow Program:

**2011 CONTRACT
FOR THE PURCHASE OF SERVICES
BETWEEN THE DELAWARE COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES
AS ADMINISTRATIVE AGENT OF THE DELAWARE COUNTY FAMILY AND CHILDREN FIRST
COUNCIL
AND
DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**

This Contract is entered into this 1st day of July, 2010 by and between the Delaware County Department of Job and Family Services (hereinafter, "DCDJFS"), whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES (hereinafter, "DCBDD") whose address is 106 Stover Road, Delaware, OH 43015 (hereinafter collectively, the "Parties").

PRELIMINARY STATEMENTS

WHEREAS, the Delaware County Family and Children First Council seeks qualified therapists to assist with the Help Me Grow Program, and

WHEREAS, DCBDD is qualified and willing to provide required services.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

PURPOSE OF CONTRACT:

DCBDD hereby agrees to provide recruitment and training of qualified therapists to assist with the Help Me Grow Program and compensate those therapists for services provided.

TERM:

This Agreement shall be effective July 1, 2010 through June 30, 2011.

SCOPE OF SERVICES/DELIVERABLES:

DCBDD shall recruit a team of credentialed contracted therapists (up to 6) to be available on an "as needed" basis to assist the Help Me Grow Part C Eligibility Team.

FINANCIAL AGREEMENT:

PAYMENT PROCEDURES:

1. DCBDD shall compensate contracted therapists \$225.00 per evaluation (rate includes travel, evaluation write-up and consultation as required).
2. DCDJFS shall compensate DCBDD for each contracted therapists \$300.00 who attends the Battelle Developmental Inventory day long training. This payment would be made to therapists once documentation of ten (10) assessments has been completed.
3. DCDJFS shall reimburse DCBDD \$225.00 per evaluation for children who are determined to NOT be eligible for Early Intervention services.

MAXIMUM PAYMENT

DCBDD agrees to accept as full payment for services rendered in a manner satisfactory to the DCDJFS, the maximum amount of Four Thousand Dollars (\$4,000.00).

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LIMITATION OF SOURCE OF FUNDS:

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

DUPLICATE BILLING/OVERPAYMENT:

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

INFORMATION REQUIREMENTS:

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

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 DCBDD 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 DCBDD 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 DCBDD, 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 DCBDD 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 DCBDD 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.

INDEPENDENT FINANCIAL RECORDS:

The DCBDD 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.

SERVICE DELIVERY RECORDS:

The DCBDD 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 and/or DCDJFS personnel.

RESPONSIBILITY FOR INDEPENDENT AUDIT:

The DCBDD agrees, if required by the director of DCDJFS, to have conducted an independent audit of expenditures and records of service delivery associated with this Contract. The DCBDD 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.

RESPONSIBILITY OF AUDIT EXCEPTIONS:

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

INDEPENDENT CONTRACTORS:

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The DCBDD shall act in performance of this Contract as an independent contractor. As an independent contractor, the DCBDD 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.

PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS: (Other than audit) The DCDJFS, the Board, and the DCBDD, as governmental entities/political subdivisions, lack authority to indemnify. As such, the Parties, agree to be and shall be responsible for their own actions resulting from their performance of and/or provision of services under this 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 in the performance of and/or provision of services under this Agreement.

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 DCBDD 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 DCBDD 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 DCBDD that availability of funds for this Contract and thus this Contract is contingent on appropriations made by the Local, State and/or Federal government. In the event that the Local, State and/or Federal reimbursement is no longer available to the DCDJFS, the DCBDD understands that changes and/or termination of this Contract will be required and necessary. Such changes and/or termination will be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by the DCDJFS.

SAFEGUARDING OF CLIENT:

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

CIVIL RIGHTS:

DCDJFS and the DCBDD 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 the provider 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

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

ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED:

The DCBDD agrees as a condition of this Contract to make all services and/or programs provided pursuant to this Contract accessible to the disabled/handicapped. The DCBDD 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 Agreement.

DRUG-FREE WORKPLACE:

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

DMA FORM STATEMENT:

The DCBDD 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 DCBDD agrees make such certification by completing the declaration of material assistance/nonassistance 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.

FINDINGS FOR RECOVERY:

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

NOTICES:

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

DCBDD:

Robert Morgan
Superintendent
DELAWARE COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES
106 Stover Road
Delaware, OH 43015

DCDJFS:

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

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.

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.

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.

SIGNATURES:

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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.

EFFECT OF SIGNATURE:

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

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

RESOLUTION NO. 10-870

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND (AS ADMINISTRATIVE AGENT OF THE DELAWARE COUNTY FAMILY AND CHILDREN FIRST COUNCIL) AND THE DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES FOR COUNCIL MANAGER SERVICES:

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

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

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract with the Delaware County Board Of Developmental Disabilities For Council Manager Services:

**2011 CONTRACT
FOR THE PURCHASE OF SERVICES
BETWEEN THE DELAWARE COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES
AS ADMINISTRATIVE AGENT OF THE DELAWARE COUNTY FAMILY AND CHILDREN FIRST
COUNCIL
AND
DELAWARE COUNTY BOARD OF DEVELOPMENT DISABILITIES**

This Contract is entered into this 1st day of July, 2010 by and between the Delaware County Department of Job and Family Services (hereinafter, "DCDJFS"), whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES (hereinafter, "DCBDD") whose address is 106 Stover Drive, Delaware, Ohio 43015(hereinafter collectively, the "Parties").

PRELIMINARY STATEMENTS

WHEREAS, the DCDJFS is in need of a Council Manager for the Delaware County Family and Children First Council, and

WHEREAS, DCBDD is qualified and willing to provide required services.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

PURPOSE OF CONTRACT:

DCBDD hereby agrees to provide one staff person, Kathy McWatters, for .5 FTE or 510 hours, to act as Council Manager.

TERM:

This Agreement shall be effective July 1, 2010 through June 30, 2011.

SCOPE OF SERVICES/DELIVERABLES:

As Council Manager, Kathy McWatters:
? will facilitate work of Family and Children First Council
? will serve as liaison with local, county and state agencies
? will meet as needed with partner agency administrators to assure compliance with all assigned project functions

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- ? will work with fiscal and administrative agents to review monthly fiscal reports and provide budget oversight
- ? will seek additional funding resources
- ? will meet with the other community agency administrators to facilitate community collaborations and partnerships
- ? will provide effective project evaluation and implementation of data-driven improvements that will continually allow Family and Children First Council to meet the needs of the participants and the community

FINANCIAL AGREEMENT:**PAYMENT PROCEDURES:**

The DCDJFS shall reimburse DCBDD for services at the rate of \$43,284. Such payments shall be made in quarterly installments of \$10,821 with the first payment beginning July 1, 2010. (Other quarterly payments will be October 1, 2010, January 1, 2011, April 1, 2011.)

MAXIMUM PAYMENT

DCBDD agrees to accept as full payment for services rendered in a manner satisfactory to the DCDJFS, the maximum amount of Forty-three Thousand Two Hundred and Eighty-four Dollars (\$43,284).

LIMITATION OF SOURCE OF FUNDS:

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

DUPLICATE BILLING/OVERPAYMENT:

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

INFORMATION REQUIREMENTS:

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

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 DCBDD 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 DCBDD 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 DCBDD, 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 DCBDD 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 DCBDD 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.

INDEPENDENT FINANCIAL RECORDS:

The DCBDD 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

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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.

SERVICE DELIVERY RECORDS:

The DCBDD 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 and/or DCDJFS personnel.

RESPONSIBILITY FOR INDEPENDENT AUDIT:

The DCBDD agrees, if required by the director of DCDJFS, to have conducted an independent audit of expenditures and records of service delivery associated with this Contract. The DCBDD 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.

RESPONSIBILITY OF AUDIT EXCEPTIONS:

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

INDEPENDENT CONTRACTORS:

The DCBDD shall act in performance of this Contract as an independent contractor. As an independent contractor, the DCBDD 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.

PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS: (Other than audit) The DCDJFS, the Board, and the DCBDD, 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 resulting from their performance of and/or provision of services under 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 in the performance of and/or provision of services under this Agreement.

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 DCBDD 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 DCBDD 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

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It is understood by the DCBDD that availability of funds for this Contract and thus this Contract is contingent on appropriations made by the Local, State and/or Federal government. In the event that the Local, State and/or Federal reimbursement is no longer available to the DCDJFS, the DCBDD understands that changes and/or termination of this Contract will be required and necessary. Such changes and/or termination will be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by the DCDJFS.

SAFEGUARDING OF CLIENT:

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

CIVIL RIGHTS:

DCDJFS and the DCBDD 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 the provider 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.

ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED:

The DCBDD agrees as a condition of this Contract to make all services and/or programs provided pursuant to this Contract accessible to the disabled/handicapped. The DCBDD 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 Agreement.

DRUG-FREE WORKPLACE:

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

DMA FORM STATEMENT:

The DCBDD 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 DCBDD agrees make such certification by completing the declaration of material assistance/nonassistance 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.

FINDINGS FOR RECOVERY:

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

NOTICES:

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

DCBDD:

Robert Morgan
Superintendent
DELAWARE COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES
106 Stover Drive
Delaware, Ohio 43015

DCDJFS:

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

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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.

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.

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.

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.

EFFECT OF SIGNATURE:

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

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

PRESENTATION**SHERIFF DAVIS****SHREMSHOCK ARCHITECTS****NEEDS ASSESSMENT AND MASTER PLAN FOR THE DELAWARE COUNTY JAIL COMPLEX**

**Commissioners' Committees Reports
(Refer To Cd Minutes For Entire Record)**

Commissioner O'Brien

-This Past Weekend Had The Opportunity To Observe Ham Radios At Scioto Park

Commissioner Hanks

-Article In Dispatch On State Budget

-Email From Lisa, Administrative Services Director, On The Improvements (Dog Run Area) At The Dog Shelter

-Meeting With ODOT In 36/37/71 Interchange

Commissioner Thompson

-Board Of Revision Meetings

RESOLUTION NO. 10-871

**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:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to adjourn into Executive Session at 10:00AM.

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

RESOLUTION NO. 10-872**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

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It was moved by Mr. O'Brien, seconded by Mr. Hanks to adjourn out of Executive Session at 10:20AM.

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

RESOLUTION NO. 10-873

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 Aye Mr. O'Brien Aye Mr. Thompson Aye

Todd Hanks

Ken O'Brien

Tommy Thompson

Letha George, Clerk to the Commissioners