

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 5, 2010**

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

**Present: Ken O'Brien, Tommy Thompson**

**Absent: Todd Hanks**

**PUBLIC COMMENT**

**RESOLUTION NO. 10-1015**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0804, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0804:**

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0804, memo transfers in batch numbers MTAPR0804 and Purchase Orders as listed below:

<b>PR Number</b>	<b>Vendor Name</b>	<b>Line Desc</b>	<b>Line Account</b>	<b>Line Amount</b>	<b>Line Number</b>
R1005445	ROTORK	REPAIR AND	66211904 - 5328	\$22,980.00	0001
	CONTROLS INC	MAINTENANCE ON			
		ALL ROTORK VALVES			

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

**RESOLUTION NO. 10-1016**

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY TREASURER AND ACTIVE TECHNOLOGIES GROUP INC. FOR ONLINE PAYMENT UPGRADES AND ENHANCEMENTS:**

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

Whereas, the Treasurer recommends approval of the contract between the Delaware County Commissioners; The Delaware County Treasurer And Active Technologies Group Inc. For Online Payment Upgrades And Enhancements;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract between The Delaware County Commissioners; The Delaware County Treasurer And Active Technologies Group Inc. For Online Payment Upgrades And Enhancements.

**CONTRACT FOR ONLINE PAYMENT UPGRADES AND ENHANCEMENTS**

This Contract is entered into this 5<sup>th</sup> day of August, 2010 by and between Active Technologies Group, Inc., whose principal place of business is located at 2550 Corporate Exchange Drive, Suite 20, Columbus, Ohio 43231, the Board of Delaware County, Ohio County Commissioners, whose principal place of business is located at 101 North Sandusky Street, Delaware, Ohio 43015 and the Delaware County, Ohio Treasurer, whose principal place of business is located at The Office of the Treasurer, 140 North Sandusky Street, 1st Floor, Delaware, Ohio 43015.

**DEFINITIONS:**

1. "ATGi" means Active Technologies Group, Inc.
2. "Board" means Board of Delaware County, Ohio County Commissioners.
3. "Contract" means this contract.
4. "County" means Delaware County, Ohio.
5. "Party" means ATGi, Board, or Treasurer individually.
6. "Parties" means ATGi, Board, or Treasurer collectively.
7. "Project" or "Services" means the upgrades and enhancements to the real estate tax management system used by the County as provided by ATGi pursuant to this Contract.
8. "Treasurer" means the Delaware County, Ohio Treasurer and/or his employees/staff.

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**PURPOSE OF CONTRACT:**

The purpose of this Contract is to state the covenants and conditions under which ATGi will provide Services to the County in the form of integrated upgrades and enhancements, to the real estate tax management system used by the County. These upgrades and enhancements will primarily permit online payment functionality allowing County taxpayers to pay County taxes online. Key deliverables include enhanced ease of use for County taxpayers, greater efficiency in Treasurer's Office processes, and substantial savings for the County generated through more effective collections.

**TERM:**

Not Applicable

**RENEWAL:**

Not Applicable

**SCOPE OF SERVICES /STATEMENT OF WORK TO BE PERFORMED:**

ATGi shall provide Services to the Board, including, but not limited to, all labor and materials required to upgrade and enhance the real estate tax management system used by the County. These upgrades and enhancements will be integrated with the County's existing database (MVP) and Official Payments. Primarily these upgrades and enhancements will permit online payment functionality, the ability for county taxpayers to view real estate tax bills online, automation of payment reconciliation, and tools for the Treasurer to review and resolve payment exceptions.

ATGi will complete the Project according to the following Project outline:

1. Perform Requirements Analysis
2. Design two-way data transfer between MVP and payments system, including data structures and MVP parcel data import.
3. Create public interface for online tax payments system according to current site theme. Theme will be matched to existing Treasurer's site theme. This front-end interface will require the following development items:
  - a. MVP Parcel Data Import Integration
  - b. Update payment selection process
  - c. Site Theme/Mater Page matched to current theme
  - d. Payment Validation Rules
  - e. UX Enhancements.
4. Implement payment site on Treasurer's servers, utilizing Official Payments web services.
5. Set-up back-end processing for OP reconciliation files, including the following items:
  - a. MVP Payment Export Integration
  - b. UX Enhancements
  - c. Reports
    - i. Payment Summary
    - ii. Payment List
    - iii. Payment Detail.
6. Implement administrative interface website so that the Treasurer can review payment exceptions and make changes. This will be a stand-alone site and will not be integrated with MVP as part of this Project.
7. Develop capability to view/print reports of online payment activity.
8. Deploy into production environment.
9. ATGi will provide thirty (30) days bug support post production launch. The thirty (30) days shall not begin until the Project has been fully delivered and completed.

It is estimated that the Project will require forty-five (45) business days to deliver and complete. The Project shall be delivered and completed in no more than sixty (60) business days.

**PAYMENT FOR SERVICES:**

In exchange for ATGi providing the Services described herein above, the Board, in accordance with this section, agrees to pay ATGi a total of Twenty-Four Thousand Five Hundred Dollars and Zero Cents (\$24,500.00).

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The Board will pay for the Services as follows:

1. Forty percent (40%) of the total amount due under the Contract or Nine Thousand Eight Hundred Dollars (\$9,800.00) at the inception of the Project.
2. The remaining sixty percent (60%) or Fourteen Thousand Seven Hundred Dollars (\$14,700.00) upon frill and satisfactory completion of the Project

ATGi shall provide the Treasurer with a proper detailed and itemized invoice. A proper invoice is defined as being free from defects, discrepancies, errors, and/or other improprieties and shall include, but is not limited to including, the following:

- Contractor's name and address;
- Contractor's customer service telephone number;
- Contractor's federal employer identification number;
- Purchase order number authorizing the purchase of services;
- Description of services delivered or rendered;
- Dates of when services were delivered or rendered.

Upon the submission of a proper invoice, payment shall be made to ATGi within thirty (30) days.

Defective invoices shall be returned to ATGi noting areas for correction. When such notification of defect is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.

**TAXES:**

The Treasurer, the Board, and the County are exempt from all federal, state, and local taxes. As such and unless otherwise agreed, the Treasurer, Board, and the County will not pay any taxes on purchased services, products, or supplies. A tax exempt certificate will be provided upon request.

**INDEPENDENT CONTRACTOR:**

ATGi agrees that it is an independent contractor and that no agency, employment, joint venture, or partnership has been or will be created between the Parties pursuant to the terms and conditions of this Agreement. As an independent contractor, ATGi anchor its boards, officers, officials, employees, consultants, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Treasurer, the Board, or the County. ATGi assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.

**INDEMNITY:**

ATGi shall provide indemnification as follows:

A. ATGi shall indemnify and hold free and harmless the Treasurer, the Board, the County and all of their respective boards, officers, officials, employees, volunteers, agents, servants and representatives (collectively "Indemnified Parties") against any and all liability or expenses resulting from bodily injury to any person (including injury resulting in death) or damage to property arising out of its performance under this Contract, provided such bodily injury or property damage is due to the negligence of ATGI's or any subcontractor's performance of this Contract, including, but not limited to the performance or actions of ATGI's, or any subcontractor's officers, officials, boards, employees, agents, servants, volunteers, or representatives.

B. ATGi shall indemnify and hold free and harmless the Treasurer, the Board, and the County (for purposes of this section, collectively "County") against any claim of infringement of a copyright, patent, trade secret, or other intellectual property rights based on the County's proper use of any Deliverable under this Contract This obligation of indemnification will not apply where the County has modified the Deliverable and the claim of infringement is based on the modification. The County will give ATGi notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if ATGi reasonably believes that an infringement claim that is pending may actually succeed, ATGi will do one of the following four (4) things:

1. Modify the Deliverable so that is no longer infringing;
2. Replace the Deliverable with an equivalent or better item;
3. Acquire the right for the County to use the Deliverable as it was intended for the County to use under this Contract or
4. Remove the Deliverable and refund the fee the County paid for the Deliverable and the fee for any other Deliverable that required the availability of the infringing Deliverable for it to be useful to the County.

**LIMITATION OF LIABILITY:**

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NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS CONTRACT OR ANYTHING INCORPORATED BY REFERENCE INTO THIS CONTRACT, THE PARTIES AGREE AS FOLLOWS:

A. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE PARTIES HAVE BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

B. ATGi WILL BE LIABLE FOR ALL DIRECT DAMAGES DUE TO THE FAULT OR NEGLIGENCE OF ATGi OR ITS BREACH OF ANY PROVISION OF THIS CONTRACT.

EXCUSABLE DELAY:

Neither Party will be liable for any delay in its performance under this Contract that arises from causes beyond its reasonable control and without its negligence or fault. The delayed Party must notify the other promptly of any material delay in performance and must specify in writing the proposed revised performance date as soon as practicable after notice of delay. For any such excusable delay, the date of performance or delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed Party also must describe the cause of the delay and what steps it then is taking or will take to remove the cause. The delayed Party may not rely on a claim of excusable delay to avoid liability for a delay if the Party has not taken commercially reasonable steps to mitigate or avoid the delay.

INSURANCE:

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

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

a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed.

b. Commercial General Liability Insurance with coverage in an amount equal to and covering all sums which ATGi may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of or at least one million dollars (\$1,000,000.00) coverage per occurrence with an annual aggregate of at least two million dollars (\$2,000,000.00), including coverage for subcontractors, if any are used, covering any and all work performed under this Contract.

c. Umbrella or Excess Liability Insurance (over and above Commercial General Liability) with coverage in an amount equal to and covering all sums which ATGi may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of at least two million dollars (\$2,000,000.00) of coverage.

d. Auto/Vehicle Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work required under this Contract and/or used in providing services or otherwise for the Treasurer, the Board, the County, or their various departments, with coverage in an amount equal to and covering all sums which ATGi may or shall become legally obligated to pay as damages, but in an amount providing for minimum coverage of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars (\$100,000.00) per accident for property damage or more as may be required for particular vehicles or particular uses of vehicles as required by applicable law.

The Treasurer, the Board, and the County must be named as "Additional Insured" on the policies listed in paragraphs b, c, and d above.

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

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

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

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

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

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

**OWNERSHIP:**

All source code and SQL scripts developed for this Project will be the sole property of the County.

**WARRANTY:**

ATGi fully guarantees and warrants the Services as follows:

A. ATGi represents and warrants that it has adequate quality and quantity of trained staff and equipment to undertake the Services.

B. ATGi, without exception, fully guarantees and warrants the quality, accuracy, performance, and timeliness of the Services.

C. ATGi, without exception, fully guarantees and warrants the functionality of all upgrades and enhancements installed as part of the Project.

D. ATGi shall provide the Treasurer with full and complete manufacturer's warranties on all software and/or hardware installed as a part of the Project.

**ACCESS TO AND RETENTION OF RECORDS:**

At any time, during regular business hours, with reasonable notice and as often as the Treasurer, the Board, the County, the State of Ohio, or other agency or individual authorized by the Board may deem necessary, ATGi 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 ATGi to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Contract.

ATGi, 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, ATGi 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.

**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 Party. ATGi shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice of termination 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. ATGi shall be entitled to receive compensation for any services satisfactorily performed hereunder through the effective date of termination.

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 of the Parties 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

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particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by any of the Parties shall be authorized in writing and signed by an authorized representative of the waiving party.

**DAMAGES IN THE EVENT OF DEFAULT:**

The Board declares and ATGi acknowledges that the Board may suffer damages due to the failure of ATGi to act in accordance with the requirements, terms, and conditions of this Contract. The Board declares and ATGi agrees that such failure shall constitute an event of default on the part of ATGi. ATGi agrees that if the Board does not give prompt notice of such a failure, that the Board has not waived any of its rights or remedies concerning the failure by ATGi.

**NOTICES:**

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

**COUNTY (BOARD AND TREASURER)**

Jon Peterson  
Delaware County Treasurer  
Office of the Treasurer  
140 North Sandusky Street, 1st Floor  
Delaware, Ohio 43015  
Fax: (740) 833-2479

**ATGi**

Tom Dixon  
ATGi  
2550 Corporate Exchange Drive, Suite 20  
Columbus, Ohio 43231  
Fax: (614) 523-3861

**DMA FORM STATEMENT:**

ATGi certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list, which list may be found on the Ohio Homeland Security web site at: <http://www.homelandsecurity.ohio.gov/>. Pursuant to R.C. § 2909.33, ATGi agrees to 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.

**FINDINGS FOR RECOVERY:**

ATGi certifies that there are no outstanding findings for recovery pending or issued against it by the State of Ohio.

**CAMPAIGN FINANCE COMPLIANCE WITH ORC § 3517.13**

Ohio Revised Code Section 3517.13 1(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. ATGi, 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 with, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part of this Contract.

**NON-DISCRIMINATION / EQUAL OPPORTUNITY:**

In fulfilling the obligations and duties of the Contract, ATGi shall not discriminate against any employee or applicant for employment on the basis of race, religion, national origin, color, creed, gender, sexual orientation, age, Vietnam-era Veteran status, or disability, as defined in the Americans with Disabilities Act.

ATGi shall ensure that applicants are hired and that employees are treated during employment without regard to any of the listed factors. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or

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other forms of compensation and selection for training, including apprenticeship.

ATGi agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that ATGi complies with all applicable federal and state nondiscrimination laws. ATGi shall incorporate the foregoing requirements of this section in all of its contracts for any of the work prescribed herein, and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

PROHIBITED INTEREST:

ATGi agrees that no board member, official, officer, employee, agent, or representative of the Treasurer, the Board or the County during his/her tenure or for one (1) year there after shall have any interest, direct or indirect, in this Contract or the proceeds thereof. ATGi agrees that it will not employ in any manner a current Treasurer, Board or County employee for a minimum period of one (1) year from the completion date of this Project, without the prior express written consent of the Treasurer, the Board or the County as applicable.

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.

READINGS:

The subject headings of the paragraphs in this Contract are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

AUTHORITY TO SIGN:

The Parties state and agree that the individual(s) who, on their respective behalf, have reviewed this Contract and effectuate this Contract by attaching their signatures below, are directors and/or officers of the Parties and are authorized to and have authority to enter this Contract on behalf of the Party that they represent and by so signing have authority to bind and do bind the Party that they represent to any and all terms of this Contract.

SEVERABILITY:

If any provision of this Contract is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of the Contract. All provisions of this Contract shall be deemed severable.

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

**RESOLUTION NO. 10-1017**

**IN THE MATTER OF APPROVING AN ADVANCE OF FUNDS FOR PAYROLL FOR THE PROSECUTOR'S OFFICE JAG GRANT:**

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

**Advance of Funds**

<b>From</b>	<b>To</b>	
10011102	23212103	\$18,900.00
Comm General	JAG Drug Prosecutor Grant	

An advance of these funds should cover us until the grant period ends, December 31, 2010. The prosecutors office would be able to pay back the funds in full along with the additional advance in March of 2011. We spend approximately \$6300.00 a month on expenses in this would give us a 3 month advance.

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

**RESOLUTION NO. 10-1018**

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

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

The Director of Job and Family Services recommends transferring Patricia Clements to the Reentry

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Coordinator position with the JFS Department; effective August 23, 2010.

Therefore Be It Resolved, that the Commissioners approves transferring Patricia Clements to the Reentry Coordinator position with the JFS Department; effective August 23, 2010.

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

**RESOLUTION NO. 10-1019**

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND GALBO CONSULTING FOR WORKFORCE INVESTMENT ACT (WIA) FUNDS TO PROVIDE WORK READINESS AND CAREER TRANSITION SERVICES:**

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

Whereas, the Director of Job & Family Services recommends approval of the following contract with Galbo Consulting For Workforce Investment Act (WIA) Funds To Provide Work Readiness And Career Transition Services;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract Galbo Consulting For Workforce Investment Act (WIA) Funds To Provide Work Readiness And Career Transition Services

**2010 - 2011 CONTRACT  
FOR THE PURCHASE OF SERVICES AND PROGRAMS  
BETWEEN THE DELAWARE COUNTY  
DEPARTMENT OF JOB AND FAMILY SERVICES  
AND  
GALBO CONSULTING**

This Contract is entered into this 2<sup>nd</sup> day of August, 2010 by and between the Delaware County Department of Job and Family Services (hereinafter, "DCDJFS"), whose address is 140 North Sandusky Street, 2<sup>nd</sup> Floor, Delaware, Ohio 43015, the Delaware County Board of County Commissioners (hereinafter, "BOARD"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and GALBO Consulting (hereinafter, "GALBO") whose address is 585 Glenside Drive, Powell, Ohio 43065 (hereinafter singly "Party," collectively, "Parties").

**PRELIMINARY STATEMENTS**

**WHEREAS**, GALBO provides transition workshops, network group facilitation, and individual consultation services to adults in Delaware County, Ohio.

**WHEREAS**, DCDJFS has accepted federal Workforce Investment Act (WIA) funds for state fiscal year 2010 ("SFY 2010") to provide work readiness and career transition services to adults as a part of its workforce development duties and needs to provide such services or contract out for services; and,

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

**WHEREAS**, GALBO is willing to provide those services at an agreed-upon price.

**STATEMENT OF THE AGREEMENT**

**NOW, THEREFORE**, the Parties mutually agree as follows:

**1. PURPOSE OF CONTRACT:**

The purpose of this Contract is to state the covenants and conditions under which the GALBO, for and on behalf of DCDJFS, will provide work readiness and career assessment programs and services (hereinafter collectively "Services") to job seekers and dislocated workers in Delaware County, Ohio. Eligibility for participation in the services shall be determined by DCDJFS and/or GALBO. Services to be provided and the budget for such Services are respectively described in detail and/or set forth in Appendix I (Statement of Work), Appendix II (Budget), and Appendix III (Forms) all of which are attached hereto and all of which by this reference are fully incorporated into and made a part of this Contract (hereinafter respectively "Appendix I", "Appendix II", and "Appendix III").

**2. TERM:**

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

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DCDJFS shall have the option, upon thirty (30) days' written notice, to renew this agreement through June 30, 2012, based on successful performance outcomes from the current agreement period, proposed program priorities, and the availability of funds for the projected year. The total amount to be paid for the renewal period July 01, 2011 through June 30, 2012 may allow for either an increase based upon the consumer price index or three percent (3%), whichever is less.

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

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

**4. FINANCIAL AGREEMENT:**

**A. PAYMENT PROCEDURES:**

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

2. To receive such reimbursement, GALBO shall submit to DCDJFS proper monthly invoices for Services actually provided. Such invoices shall be in accordance with Appendix I and shall include documentation, satisfactory to DCDJFS, of Services actually provided. Such reimbursement shall be paid by DCDJFS to GALBO within thirty (30) days of receipt by DCDJFS of proper monthly invoices and accompanying documentation.

3.

**B. MAXIMUM PAYMENT**

GALBO agrees to accept as full payment for Services rendered in a manner satisfactory to DCDJFS, the lesser of the following: (1) The maximum amount of Twenty Seven Thousand Seven Hundred Dollars and No Cents (\$ 27,700.00) or (2) the amount of actual expenditures made by GALBO for purposes of providing the Services. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of Twenty Seven Thousand Seven Hundred Dollars and No Cents ( \$ 27,700.00). See Appendix II.

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

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

**6. DUPLICATE BILLING/OVERPAYMENT:**

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

**7. INFORMATION REQUIREMENTS:**

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

**8. AVAILABILITY AND RETENTION OF RECORDS:**

At any time, during regular business hours, with reasonable notice and as often as the DCDJFS, the Comptroller General of the United States, the State, or other agency or individual authorized by the DCDJFS may deem necessary, GALBO shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. The DCDJFS and the above named parties shall be permitted by GALBO to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Contract.

The GALBO, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Contract, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, GALBO shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

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Prior to the destruction of any records related to performance of this Contract, regardless of who holds such records, GALBO shall contact the DCDJFS in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

**9. INDEPENDENT FINANCIAL RECORDS:**

GALBO shall maintain independent books, records, payroll, documents, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall at all reasonable times be subject to inspection, review, and/or audit by duly authorized federal, state, local, or DCDJFS personnel.

**10. SERVICE DELIVERY RECORDS:**

GALBO shall maintain records of Services provided under this Contract. Such records shall be subject at all reasonable times to inspection, review or audit by duly authorized federal, state, local, and/or DCDJFS personnel.

**11. RESPONSIBILITY FOR INDEPENDENT AUDIT:**

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

**12. RESPONSIBILITY OF AUDIT EXCEPTIONS:**

GALBO agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority that is in any way associated with this Contract. GALBO agrees to reimburse the DCDJFS and the DCDJFS the amount of any such audit exception.

**13. INDEPENDENT CONTRACTORS:**

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

**14. INDEMNIFICATION:**

GALBO shall provide indemnification as follows:

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

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estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Contracted Parties.

**15 INSURANCE:**

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

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

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

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

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

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

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

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

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

In addition to the rights and protections provided by the insurance policies as required above, DCDJFS,

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the DCDJFS of Delaware County Commissioners, and Delaware County, Ohio shall retain any and all such other and further rights and remedies as are available at law or in equity.

**16. TERMINATION:**

**A. Termination for the Convenience:**

The Parties may terminate this Contract at any time and for any reason by giving at least seven (7) days advance notice, in writing, to the other Parties. GALBO shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

**B. Breach or Default:**

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, GALBO shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

**C. Waiver:**

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If any Party fails to perform an obligation or obligations under this Contract and such failure(s) is (are) waived by the other Parties, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by any Party shall be authorized in writing and signed by an authorized Party representative.

**D. Loss of Funding**

It is understood by GALBO that availability of funds for this Contract and thus this Contract is contingent on appropriations made by the Local, State and/or Federal governments. In the event that the Local, State and/or Federal reimbursement is no longer available to the DCDJFS, GALBO understands that changes and/or termination of this Contract will be required and necessary. To the extent permitted by law, GALBO agrees to hold harmless DCDJFS and the DCDJFS for any such changes and/or termination. Such changes and/or termination shall be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by DCDJFS and received by GALBO.

**17. SAFEGUARDING OF CLIENT:**

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

**18. CIVIL RIGHTS:**

DCDJFS and GALBO agree that as a condition of this Contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that GALBO will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

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

GALBO agrees as a condition of this Contract to make all Services provided pursuant to this Contract accessible to the disabled/handicapped. GALBO further agrees as a condition of this Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to

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investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

**20. FAIR HEARING:**

In accordance with state regulations, DCDJFS is charged with fulfilling responsibilities relative to appeals and/or state hearings brought or initiated by those receiving and/or participating in the Services. GALBO, its providers, and their respective officials, officers, employees, agents, representatives, volunteers, and/or servants agree to and shall be under the direction of the DCDJFS relative to any such appeals and/or state hearings. Additionally, the GALBO, its providers, and their respective officials, officers, employees, agents, representatives, volunteers, and/or servants agree to assist in the informational gathering and support processes related to the appeals and/or state hearing process and participation in the state hearing and/or appeal itself.

**21. DRUG-FREE WORKPLACE:**

GALBO agrees to comply and certifies compliance with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. GALBO shall make a good faith effort to ensure that all of its and any of its providers officials, officers, employees, agents, representatives, volunteers, and/or servants will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

**22. DMA FORM STATEMENT:**

GALBO certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, GALBO agrees make such certification by completing the declaration of material assistance/no assistance described in R.C. § 2909.33(A) and understands that this Contract is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Contract and by this reference made a part of this Contract.

**23. CAMPAIGN FINANCE – COMPLIANCE WITH ORC § 3517.13**

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. GALBO/Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part thereof.

**24. FINDINGS FOR RECOVERY:**

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

**25. NOTICES:**

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

**GALBO :**

James Galbo  
President  
GALBO  
585 Glenside Lane  
Powell, Ohio 43065

**DELAWARE COUNTY JFS:**

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

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**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.

**27. GOVERNING LAW:**

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

**28. SEVERABILITY:**

If any item, condition, portion, or section of this Contract or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and be complied with.

**29. ENTIRE AGREEMENT**

This Contract, along with all of its attachments, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

**30. SIGNATURES:**

Any person executing this Contract in a representative capacity hereby warrants that he/she has authority to sign this Contract or has been duly authorized by his/her principal to execute this Contract on such principal's behalf.

**31. EFFECT OF SIGNATURE:**

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

**Appendix II**  
**Budget**  
**08/01/10 thru 06/30/11**  
*Galbo Consulting Extended Cost for Services*

Employee In Transition Seminars 10 units at \$700	\$ 7,000
Moving Through Change Networking Groups (Job Club) 45 units at \$400	\$ 18,000
Individual Sessions 30 units at \$90	<u>\$ 2,700</u>
Total	\$ 27,700

**Appendix I**  
**Statement of Work**  
**08/01/10 thru 06/30/11**

**Services Narrative**

**i The services offered will consist of three separate components :**

- (1) Employees in Transition Workshop,**
- (2) Moving Through Change Network Groups and**
- (3) Individual Consultation.**

1) **Employees in Transition Workshop** The purpose of this intervention workshop is to assess, stabilize and support those individuals impacted as the result of a loss of employment. It is designed to minimize negative disruption to the lives of individuals. Each session is approximately three hours in duration.

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The workshop is a structured group process with an educational component that allows participants to normalize feelings, develop coping skills such as stress management techniques and to recognize the stages of the grieving process. All of these components help the clients to learn how to survive a layoff. As a result of participating, clients also increase their interpersonal and communication skills. Recommended number of participants is 15 to 20 per group.

2) **Moving Through Change Network Group (Job Club)** These ongoing groups would provide a forum for clients to learn job search and job readiness skills and to identify and overcome barriers to successful employment. Clients would also expand their interpersonal skills and communication styles and learn to recognize the preferred communication styles of others. Emphasis is on practical use of the information presented in order to maximize positive results in their job searches.

An enhanced outcome of the Job Club will be the ability of clients to network and to identify their increased employment opportunities. The Job Club format provides a natural environment in which to identify and refer those clients who may benefit from the services of other agencies.

Participation in this group would be voluntary and would include any number of participants with a maximum of 20.

The North and South Campuses of DCJFS will work Galbo Consulting to refer clients to Employees in Transition Workshops and Moving Through Change Network Groups (Job Club)

#### **Job Club Education Topics**

**Time Management**-participants learn time management from the perspective of management of their lives rather than their time. A more valuable way of putting first things first. Combined with the 168 Hour limit.

**Cognitive Restructuring**-a mental technique for dealing with the negative self-talk that can consume our lives. Used to relieve stress during the stressful event. Can be used even while on the job. Effective tool for dealing with change.

**ABC's**-a way of profiling character types and viewing how one type may interact with others. Effective in any one-on-one relationship.

**Anger Management**-participants learn to recognize the various types of anger. Dealing with the anger types is presented from both a Western and an Eastern concept.

**Self-Esteem**-a multi-faceted look at self-esteem and how it affects every aspect of our lives. Special emphasis on the power and importance of a healthy self-esteem in the workplace.

**Conflict Resolution**-Participants learn to deal with conflict within both the rational and intuitive framework. The importance of becoming behaviorally flexible in dealing with workplace conflict is discussed.

**Stress**-a look at the mechanics of stress, its effects, both positive and negative on the body. Coping skills and what you can do to use stress to your advantage.

**Balancing Work, Life and Family**-participants learn to live more fully in the moment, to be present physically, emotionally, mentally and spiritually.

**Energy Directors**-a look at where a person spends most of their energy, this profile transforms stress into power. Participants are better able to evaluate their strengths and weaknesses.

**The Intuitive Process at Work**-learn how enhancing the intuitive process can help you get a job and keep a job.

**Networking**-learn effective job strategies, help define your networking resources.

**Job Satisfaction Factors**-addresses those areas that help define the ideal job.

**Interviewing**-Hone up your interviewing skills. Learn traditional vs. behavioral interviewing techniques.

3) **Individual Consultation** These one-on-one follow-up sessions would provide the client time to discuss in a confidential setting any concerns that s/he might be experiencing. It would allow time to further develop the client's self-care plan and provide a means to prescreen for other necessary community services.

ii. **Dates and times unavailable**

Galbo Consulting services offer flexibility. We recommend conducting an Employees In Transition Workshop at intervals of six weeks and then moving the Workshop participants into the Network Group (Job Club). The Job Club would meet once a week; typically Fridays work well in this situation, giving individuals the opportunity to process and refine their newly-learned skills over a weekend. This schedule also works well if job seekers have an employment interview scheduled for the following week and want to discuss any concerns about the interview in the Job Club. The individual consultations are provided as needed on a one-on-one basis.

The dates unavailable are:

In 2010:

July 5

October 25

November 1

December 27

In 2011:

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February 14  
April 11  
May 30

iii. **Numbers to be served:**

Participation should be held to 15 to 20 per Job Club session to maximize the benefit to the client. The number of sessions held would be based on Delaware County's needs. Individual sessions would, of course, be one-on-one.

iv. **Deliverables and Objectives**

Program Description	Type of Service	Objective	Outcomes	Measurement Tool	Numbers Served
<u>Employees In Transition</u> - aids individuals in minimizing disruption to their lives due to job loss	A structured group process with an educational component	-To explore with the client Issues with job loss -To educate clients about stress, grieving, & other coping skills leading to survival of a layoff -Develop client interpersonal and communication skills	-Clients are able to deal more positively with trauma and stress of job loss. -Clients are able to identify personal stressors and apply learned coping skills. -Clients return to productive job search with increased skills.	-Assessment tools and exercises  -Written evaluation  -Follow-up procedures	Minimum of 8 per session
<u>Moving Through Change</u> - provides a forum to those who have been through the <u>Employees in Transition</u> program	An ongoing group forum that enables clients to identify and discuss problems, issues and barriers to future employment	-To link with others in similar situations -To formulate a Self-Care Plan -To help balance life, work and family -To expand interpersonal and communication skills	-Clients network and increase their employment opportunities -Clients exhibit knowledge of resources available to them -Clients increase their effectiveness in job interviews	-Role playing to refine skill acquisition -Continued participation in group -Self-evaluation of group experience -Follow-up by provider -Satisfaction surveys	Minimum of 8 per session
<u>Individual Consultation</u> - one-on-one sessions in a confidential setting	For clients to explore problems and concerns that may require referral to other resources	-To explore problems unique to individual -To review Self-Care Plan -To address family problems affected by job loss	-Client finds resolution to problems -Client is referred to DCJFS or appropriate resource as needed	-Follow-up with clients to access problem resolution -Ensure involvement of DCJFS or referral agency	As required by DCJFS

Summary Comments

Programs and sessions will be evaluated in the following manner:

**-Employees In Transitions Workshop**

- a. 80-90% approval by participants on evaluation forms.
- b. 40-50% desiring ongoing network groups
- c. Individual sessions per request by participants or DCJFS
- d. Follow-up per requests by participants.

**-Moving Through Change Network Groups**

- a. 80-90% develop Self-Care Plan
- b. 80-90% identify opportunities for personal growth in their lives
- c. 100% follow-up by facilitators

**-Individual Sessions**

- a. 80-90% have developed Self-Care Plan and are using it.
- b. 80-90% identify negative issues in their lives

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c. 100% compliance by facilitators for conducting requested sessions

**Follow-up is important** as there are two major consequences to job loss. There is the "practical" reality and the "emotional" reality. In practical reality, job loss means loss of income and benefits. In the emotional reality case, there are real emotional consequences: effect upon self-image, emotional difficulties, fears about the future, and concerns about how we may be seen by others. It is important to realize that even if one does secure new employment, thus fulfilling the practical reality, this does not necessarily lead to a satisfactory emotional outcome. Some emotional issues may not be at all resolved.

v. Interface with DCJFS

The following methods will be used to interface with DCJFS:

- 1) Verbal communication with assigned case manager of clients where appropriate; written communication by email.
- 2) Establish a written referral process between Galbo Consulting and DCJFS case managers and expedite delivery by emailing document as an attachment.
- 3) Galbo Consulting will provide DCJFS with summary of surveys and evaluations completed by clients.
- 4) Galbo Consulting will provide DCJFS with participant data required for Workforce Investment Act services.

vi. Location services will be provided

Galbo Consulting will adhere to the desires of DCJFS and utilize facilities as directed. Our services can be provided at either The Hayes Building (North Campus) or the Delaware Career Center (south Campus). **In addition if needed as a backup**, Galbo Consulting (as a resident of Orange Township in Delaware County) has access to other township facilities and office space.

**C. Unit Cost per service:**

**i. Galbo Consulting unit cost is a program event, namely a session as listed below.**

Our cost per service is as follows:

**Employees in Transition Workshop (Job Club) (3 hours)**

<u>Number of Attendees</u>	<u>Cost Per Session</u>
8 or more	\$ 700.00
6 – 7	\$ 650.00
4 – 5	\$ 600.00
1 – 3	\$ 500.00
0	\$ 150.00

**Moving Through Change Network Groups (2 hours)**

<u>Number of Attendees</u>	<u>Cost Per Session</u>
8 or more	\$ 400.00
6 – 7	\$ 360.00
4 – 5	\$ 340.00
1 – 3	\$ 300.00
0	\$ 150.00

**Individual Sessions (1 hour)** \$90.00/session

[Scheduled individual sessions if client does not show up will be billed at 50%. No charge for clients who cancel a session at least 48 hours prior to the scheduled date/time]

**Invoicing**

Invoices will be submitted monthly.

Monthly invoices will contain the following:

- ? Invoice Cover Sheet
- ? Copies of Employees In Transition Evaluation Forms
- ? Copies of Job Club Surveys (Initial and Final)
- ? Workshop Daily Sign In Sheets
- ? Delaware County Workforce Investment Act Services Participation Form

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

**RESOLUTION NO. 10-1020**

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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 COMMUNITY CAREER RESOURCE CENTER FOR WORKFORCE INVESTMENT SERVICES :**

It was moved by Mr. O'Brien, 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:

**2010 - 2011 CONTRACT  
FOR THE PURCHASE OF SERVICES AND PROGRAMS  
BETWEEN THE DELAWARE COUNTY  
DEPARTMENT OF JOB AND FAMILY SERVICES  
AND  
COMMUNITY CAREER RESOURCE CENTER**

This Contract is entered into this 2<sup>nd</sup> day of August, 2011 by and between the Delaware County Department of Job and Family Services (hereinafter, "DCDJFS"), whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Community Career Resource Center (hereinafter, "CCRC") whose address is 4565 Columbus Pike (US 23), Delaware, Ohio 45015 (hereinafter singly "Party," collectively, "Parties").

**PRELIMINARY STATEMENTS**

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

WHEREAS, DCDJFS has accepted federal Workforce Investment Act (WIA) funds for state fiscal year 2011 ("SFY 2011") to provide educational programs, classes, and services to adults as a part of its workforce development duties and needs to provide such services or contract out for services; and,

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

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

**STATEMENT OF THE AGREEMENT**

NOW, THEREFORE, the Parties mutually agree as follows:

**1. PURPOSE OF CONTRACT:**

The purpose of this Contract is to state the covenants and conditions under which the CCRC, for and on behalf of DCDJFS, will provide work readiness and career assessment programs and services (hereinafter collectively "Services") to job seekers and dislocated workers in Delaware County, Ohio. Eligibility for participation in the services shall be determined by DCDJFS and/or CCRC. Services to be provided and the budget for such Services are respectively described in detail and/or set forth in Appendix I (Statement of Work), Appendix II (Budget) all of which are attached hereto and all of which by this reference are fully incorporated into and made a part of this Contract (hereinafter respectively "Appendix I", and "Appendix II").

**2. TERM:**

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

DCDJFS shall have the option, upon thirty (30) days' written notice, to renew this agreement through June 30, 2012, based on successful performance outcomes from the current agreement period, proposed program priorities, and the availability of funds for the projected year. The total amount to be paid for the renewal period July 01, 2011 through June 30, 2012 may allow for either an increase based upon the consumer price index or three percent (3%), whichever is less.

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

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

**4. FINANCIAL AGREEMENT:**

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A. PAYMENT PROCEDURES:

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

To receive such reimbursement, the CCRC shall submit to DCDJFS proper monthly invoices for Services actually provided. Such invoices shall be in accordance with Appendix I and shall include documentation, satisfactory to DCDJFS, of Services actually provided. Such reimbursement shall be paid by DCDJFS to the CCRC within thirty (30) days of receipt by DCDJFS of proper monthly invoices and accompanying documentation.

B. MAXIMUM PAYMENT

The CCRC agrees to accept as full payment for Services rendered in a manner satisfactory to DCDJFS, the lesser of the following: (1) The maximum amount of Ninety Four Thousand Seven Hundred Ninety Three Dollars and No Cents (\$ 94,793.00) or (2) the amount of actual expenditures made by the CCRC for purposes of providing the Services. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of Ninety Four Thousand Seven Hundred Ninety Three Dollars and No Cents ( \$ 94,793.00). See Appendix II.

5. LIMITATION OF SOURCE OF FUNDS:

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

6. DUPLICATE BILLING/OVERPAYMENT:

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

7. INFORMATION REQUIREMENTS:

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

8. AVAILABILITY AND RETENTION OF RECORDS:

At any time, during regular business hours, with reasonable notice and as often as the DCDJFS, the Comptroller General of the United States, the State, or other agency or individual authorized by the DCDJFS may deem necessary, the CCRC shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. The DCDJFS and the above named parties shall be permitted by the CCRC to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Contract.

The CCRC, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Contract, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, the CCRC shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

Prior to the destruction of any records related to performance of this Contract, regardless of who holds such records, the CCRC shall contact the DCDJFS in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

9. INDEPENDENT FINANCIAL RECORDS:

The CCRC shall maintain independent books, records, payroll, documents, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall at all reasonable times be subject to inspection, review, and/or audit by duly authorized federal, state, local, or DCDJFS personnel.

10. SERVICE DELIVERY RECORDS:

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The CCRC shall maintain records of Services provided under this Contract. Such records shall be subject at all reasonable times to inspection, review or audit by duly authorized federal, state, local, and/or DCDJFS personnel.

11. RESPONSIBILITY FOR INDEPENDENT AUDIT:

The CCRC agrees, if requested by the Director of DCDJFS, to provide at no cost to the Department, a copy of the report for the most recent Independent Audit performed on the Delaware Area Career Center and/or the Community Career Resource Center.

12. RESPONSIBILITY OF AUDIT EXCEPTIONS:

The CCRC agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority that is in any way associated with this Contract. The CCRC agrees to reimburse the DCDJFS and the Board the amount of any such audit exception.

13. INDEPENDENT CONTRACTORS:

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

14. PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS:

DCDJFS, the Board, and the CCRC, as governmental entities/political subdivisions, lack authority to indemnify. As such, the Parties, agree to be and shall be responsible for their own actions and/or the actions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants resulting from the performance of and/or provision of services or programs under and/or pursuant to this Contract. Therefore, the Parties agree to be individually and solely responsible for any and all claims, lawsuits, liability, losses, damages, injuries (including death), and/or related expenses that each may incur as a result of their own actions and/or the actions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants, in the performance of and/or provision of services or programs under and/or pursuant to this Contract.

15. TERMINATION:

A. Termination for the Convenience:

The Parties may terminate this Contract at any time and for any reason by giving at least seven (7) days advance notice, in writing, to the other Parties. The CCRC shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, the CCRC shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. Waiver:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If any Party fails to perform an obligation or obligations under this Contract and such failure(s) is (are) waived by the other Parties, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by any Party shall be authorized in writing and signed by an authorized Party representative.

D. Loss of Funding

It is understood by the CCRC that availability of funds for this Contract and thus this Contract is contingent on appropriations made by the Local, State and/or Federal governments. In the event that the Local, State and/or Federal reimbursement is no longer available to the DCDJFS, the CCRC understands that changes

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and/or termination of this Contract will be required and necessary. To the extent permitted by law, the CCRC agrees to hold harmless DCDJFS and the Board for any such changes and/or termination. Such changes and/or termination shall be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by DCDJFS and received by CCRC.

16. SAFEGUARDING OF CLIENT:

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

17. CIVIL RIGHTS:

DCDJFS and the CCRC agree that as a condition of this Contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that CCRC will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

18. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED:

The CCRC agrees as a condition of this Contract to make all Services provided pursuant to this Contract accessible to the disabled/handicapped. The CCRC further agrees as a condition of this Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

19. FAIR HEARING:

In accordance with state regulations, DCDJFS is charged with fulfilling responsibilities relative to appeals and/or state hearings brought or initiated by those receiving and/or participating in the Services. The CCRC, its providers, and their respective officials, officers, employees, agents, representatives, volunteers, and/or servants agree to and shall be under the direction of the DCDJFS relative to any such appeals and/or state hearings. Additionally, the CCRC, its providers, and their respective officials, officers, employees, agents, representatives, volunteers, and/or servants agree to assist in the informational gathering and support processes related to the appeals and/or state hearing process and participation in the state hearing and/or appeal itself.

20. DRUG-FREE WORKPLACE:

The CCRC agrees to comply and certifies compliance with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. The CCRC shall make a good faith effort to ensure that all of its and any of its providers officials, officers, employees, agents, representatives, volunteers, and/or servants will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

21. DMA FORM STATEMENT:

The CCRC certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, the CCRC agrees make such certification by completing the declaration of material assistance/no assistance described in R.C. § 2909.33(A) and understands that this Contract is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Contract and by this reference made a part of this Contract.

22. CAMPAIGN FINANCE – COMPLIANCE WITH ORC § 3517.13

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13

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of the Revised Code. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part thereof.

23. FINDINGS FOR RECOVERY:

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

24. NOTICES:

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

CCRC:

Susan Birie  
Coordinator  
CCRC  
4565 Columbus Pike  
Delaware, Ohio 43015

DCDJFS:

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

25. PUBLICITY:

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

26. GOVERNING LAW:

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

27. SEVERABILITY:

If any item, condition, portion, or section of this Contract or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and be complied with.

28. ENTIRE AGREEMENT

This Contract, along with all of its attachments, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

29. SIGNATURES:

Any person executing this Contract in a representative capacity hereby warrants that he/she has authority to sign this Contract or has been duly authorized by his/her principal to execute this Contract on such principal's behalf.

30. EFFECT OF SIGNATURE:

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

**Appendix I  
Statement of Work  
August 1, 2010 thru June 30, 2011**

**B Services Narrative**

**i. Specific Services to be provided to participants and/or DCDJFS**

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

The workshops series will have three major focuses:

1. **Assessment Modules:** provided participants information about themselves that will be important for future employment and/or training.

Work Keys:

Career Decisions, Part 1 and Part 2

2. **Job Search Skill Modules:** identify employment opportunities and to develop skills necessary to secure employment. Job Search Overview

Applications

Resume

Resume lab

Interview Techniques

Interview Practicum

Internet Job Search

2. **Basic Computer Skills:** for those with little or no computer experience

Hands-on Computer Assessment

Overview to the Computer

Introduction to Word Processing

Introduction to e-mail and the internet

The tables (*available in the Commissioners' Office and the Department of Job and Family Services until no longer of administrative value*) explains each of the Workshops in more detail and include time requirements (direct instruction, prep time, clerical time), brief description of topics covered, participant outcomes, items to be delivered to DCDJFS, suggested prerequisites, and material/supplies needed, tangible and measurable objectives and limitations as to the number of participants in each session.

**ii. Dates and times services will be unavailable**

**Workshop Schedules** It is anticipated that the program will run weekly, for five days from August 1, 2010 through June 30, 2011 for 44 weeks. Full day sessions will run from 9:00 AM -3:30 PM, with a 30 minute break for lunch. Three hour workshops will run from 9:00am-12:00 or 12:30-3:30. A monthly calendar will be developed and made accessible to participants and counselors.

**No Classes Scheduled:** Because of state and national holidays, there will be no workshops the following dates: Sept 6 (Labor Day), Nov 22-27, 2010 (Thanksgiving), Dec 20-Jan 2 (Christmas and New Year), Jan 18 (Martin Luther King Holiday), Feb 15 (President's Day), March 11-April 1, 2011 (Spring Break) April 22 (Good Friday), May 31 (Memorial Day).

**Weather Emergencies:** Workshop sessions **will** be conducted when there is a Level I weather emergency (even if the schools are closed for weather). In the event CCRC closes for a Level II weather emergency or any other emergency, CCRC will notify the Department of its closing not later than 8:00am of the given day. The CCRC will close and there will not be classes for a Level III weather emergency and the CCRC will notify the Department of its closing not later than 8:00am.

Weather emergencies are determined by the Delaware County Sheriff's Department.

**Workshop Cancellation**

CCRC will not charge DCJGS for workshops cancelled due to weather or cancelled by the center.

A charge of \$ 75.00 will be assessed for each workshop in which participants are registered, but there is no attendance to offset unavoidable fixed costs associated with workshop preparation.

CCRC will provide an electronic copy (via email) to the Workforce Development Team and JFS employment counselors as well as others who express interest, of the workshop schedule in a timely manner to enable visibility and scheduling

**iii. Interface with DCDJFS.**

**Daily Updates:** CCRC will email copies of Daily Sign In Sheets, showing workshop participation to DCDJFS and others that request following the workshops.

**Weekly Updates:** CCRC will ensure workshop participant information is loaded into the SwipeIT

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**Monthly Updates:** CCRC will provide monthly updates to DCDJFS for services provided in the prior service month

Monthly Updates will include: Invoice Cover Sheet , Workshop Materials Detail Costs  
Workshop Daily Sign In Sheets, Customer Satisfaction Summary from workshop exit surveys entered into surveymonkey.com)

vi. **Location(s) and service will be provided and any restrictions**

Sessions will be held at the Delaware Area Career Center, South Campus, 4565 Columbus Pike (State Route 23) Delaware, Ohio 43015. Sessions will also be held in the Hayes Administration Building , 140 North Sandusky Street, Delaware, Ohio 43015, once building renovations and improvements to the county’s IT infrastructure permit. Regular workshop rates will apply plus mileage from the Delaware Area Career Center to the specific location.

**Units of Delivery and/or Costs**

i. Definition of units of compensation DCJFS will be billed on a per **workshop** cost for basic instruction. Costs will vary as to the length of time of the workshop and other specialized needs. Additionally there will be a **material and supply charged on a per person** basis to cover the specific materials used in the workshop.

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

**RESOLUTION NO. 10-1021**

**IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE SUBGRANT AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND JOBS FOR OHIO’S GRADUATES (JOG) FOR TANF SUBSIDIZED EMPLOYMENT PROGRAM FOR YOUTH:**

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

Whereas, the Director of Jobs & Family Services recommends approval of the amendment to the Jobs For Ohio’s Graduates (Jog) For TANF Subsidized Employment Program For Youth;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following amendment to the Jobs For Ohio’s Graduates (Jog) For TANF Subsidized Employment Program For Youth

**FIRST AMENDMENT TO  
TANF SUBSIDIZED EMPLOYMENT PROGRAM FOR YOUTH 2010**

This first amendment to the Subgrant Agreement (“Agreement”), retroactive to July 2, 2010, is entered into this 5<sup>th</sup> day of August 2010 by and between the Delaware Department of Job and Family Services (hereinafter, “DCDJFS”), whose principle place of business is located at 140 North Sandusky Street, 2<sup>nd</sup> Floor, Delaware, Ohio 43015, the Delaware County Board of Commissioners (hereinafter, “Board”), whose principle place of business is located at 101 North Sandusky Street, Delaware, Ohio 43015 (DCDJFS and the Board collectively “Grantor”), and Jobs for Ohio’s Graduates or JOG, whose principle place of business is located at 4565 Columbus Pike, Delaware, Ohio 43015 (hereinafter, “Subgrantee”)(Grantor and Subgrantee hereinafter individually “Party” and collectively “Parties”).

**WHEREAS**, the Parties entered into the TANF Subsidized Employment Program For Youth SubGrant Agreement (hereinafter “Agreement”) dated June 1, 2010; and,

**WHEREAS**, the Parties agree to the addition of certain provisions to the Agreement (collectively “Provisions”).

**NOW THEREFORE**, the Parties hereby agree to amend the Agreement to add the following Provisions:

**Article IV, Term**

Unless otherwise terminated or suspended pursuant to Article VII, this Agreement will be in effect from June 1, 2010 through September 30, 2010.

**Article V, Grant**

The financial assistance (subgrant) provided for pursuant to this Agreement is in the maximum total amount of two hundred eighty thousand eight hundred thirty five dollars (\$ 280,835.00).

The Subgrantee agrees to accept as full reimbursement for actual expenses eligible for reimbursement with financial assistance, the lesser of the following: (1) The maximum amount of two hundred eighty thousand eight hundred

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thirty five dollars (\$ 280,835.00) or (2) the amount of actual expenses eligible for reimbursement. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of two hundred eighty thousand eight hundred thirty five dollars (\$ 280,835.00). See Appendix II.

**Article VI, Reimbursement**

Reimbursements shall be in accordance with the budget attached as Appendix II and shall not exceed the maximum total amount of two hundred eighty thousand eight hundred thirty five dollars (\$ 280,835.00).

SubGrantee agrees to submit invoices for reimbursement for all costs (with the exception of costs associated with summer youth employment opportunities funded by the Community Action Organization) not later than August 29, 2010. Invoices for payroll related costs will be submitted separately.

SubGrantee agrees to submit invoices for reimbursement for all costs associated with summer youth employment opportunities funded by the Community Action Organization not later than October 15, 2010.

SubGrantee agrees to submit invoices for reimbursement for all costs associated with summer youth employment opportunities funded by the Community Action Organization separately.

**Appendix I**

Extends effective date thru September 30, 2010

Adds the following narrative:

Community Action Organization (CAO) Summer Youth Employment Program

This program expands eligibility and allows continuation of employment for youth aging out of foster care and non-TANF eligible youths who meet 200% FPL. Up to sixteen (16) youth, aged 16-24 years old, and two (2) job coaches/supervisors will be employed for the CAO summer youth program. The positions provided to youth will be directed toward giving them the work experience of providing community-based work tasks including but not limited to: assisting Habitat for Humanity with their summer build plans, the Council For Older Adults Summer Chores Program in Delaware County, and additional community-based projects that will ensure employment throughout the length of the program.

All funds earmarked for this portion of the agreement shall be used for the exclusive and sole purpose of wage and benefit costs, tools, and uniforms and safety protection for employees who will be participating in Summer Youth Employment Program.

**Appendix II**

Extends effective date thru September 30, 2010

Adds new budget line items for the Community Action Organization Summer Youth Employment Program

Increases overall budget to an amount of \$ 280,835.00.

**Appendix III**

Extends effective date thru September 30, 2010

Adds new budget line items for the Community Action Organization Summer Youth Employment Program on the Invoice Cover Form

**2. Signatures**

Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute both on such principal's behalf.

**3. Conflicts**

In the event of a conflict between the terms of the SubGrant Agreement and this First Amendment, the terms of this First Amendment shall prevail.

**4. Terms of Agreement Unchanged**

All terms and conditions of the SubGrant Agreement not changed by this First Amendment remain the same,

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unchanged, and in full force and effect.

**Appendix I  
TANF Subsidized Summer Employment Program For Youth 2010  
Statement of Work  
06/01/2010 thru 09/30/2010**

**Background**

On April 22, 2010, the Office of Families and Children received approval for additional funds from the American Recovery and Reinvestment Act (ARRA) Temporary Assistance for Needy Families (TANF) Emergency Contingency Fund. With these funds the Office is establishing a new opportunity for county departments of job and family services to establish or enhance a TANF Subsidized Summer Employment Program for Youth.

These dollars will enable county agencies to enhance existing programs or begin new programs that enable low income TANF-eligible Ohio youth to gain valuable work experience while earning a paycheck to help meet basic needs. Summer employment programs offer the opportunity for youth to develop a work history and have a current reference from an employer.

**Eligibility and Targeted Participation**

The types of persons that may be served are:

- Youth ages 14-17, as long as the youth is a minor child in a needy family and is in school (youth may be 18 if they are a full time student in a secondary school) ;
- Youth ages 18-24, as long as they are in a needy family that also has a minor child; or
- Youth ages 18-24 that have a minor child and are considered needy.

The youth served may be non-custodial parents as long as they are considered "needy" and have a minor child. "Needy" is not specifically defined by the state or HHS but is recommended to be income at less than 200% of the federal poverty level.

Family Assistance Letter #93 Page 3

*Minor Child* and *Families* are defined in Federal and State regulations. *Minor child* means an individual who: (1) Has not attained 18 years of age; or (2) Has not attained 19 years of age and is a full-time student in a secondary school (or in the equivalent level of vocational or technical training). *Families* are defined by federal regulation and state law as follows: a minor child who resides with a parent, specified relative, legal guardian or legal custodian (a child may be temporarily absent from the home provided certain requirements are met); a pregnant individual with no other children; or a non-custodial parent who lives in the state, but does not reside with his/her minor child(ren).

**Narrative**

Jobs For Ohio's Graduates (SubGrantee) will serve as the program manager for the TANF Subsidized Summer Employment Program For Youth 2010 on behalf of Delaware County.

JOG will perform the following program functions:

- ? Facilitate and sub-contract payroll administration for participating youth.
- ? Manage participant timesheet collection, verification, and web based payroll application data entry.
- ? Facilitate and encourage payroll direct deposit option for youth participants.
- ? Facilitate timely and accurate payroll payments to the selected, sub-contracted payroll services provider.
- ? Submit monthly reports to and required by the Ohio Department of Job and Family Services
- ? Maintain youth participant case files.
- ? Manage selection and matching of youth participants with work experience opportunities.
- ? Creation and distribution a Summer Works participant Employee Handbook to supplement rules and guidelines that may be present at specific work experience sites.
- ? Act as the primary liaison and point of contact for all participants and summer work experience sites.
- ? Complete Work Site Agreements with work experience sites.
- ? Provide job coaches and mentors for individual participants and work crews
- ? Facilitate and coordinate appropriate "on the job" transportation for participants to and from work experience "field" sites while on the job (specifically does not include transportation to and from the participant's home before and after work).
- ? Assist employers and participants in resolving barriers to successful performance and outcomes.
- ? Facilitate and procure supportive services as needed consistent with program objectives

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- ? Facilitate and procure supplies and equipment as needed consistent with program objectives.
- ? Provide detailed and transparent accounting and reporting of costs and expenditures.
- ? Ensure compliance with child labor law requirements. An overview of child labor requirements can be referenced at <http://www.dol.gov/dol/topic/youthlabor/>

JOG will ensure the program complies with Ohio Department of Job and Family Services Family Assistance Letters 93 and 93A, dated April 23, 2010 and May 18, 2010 respectively which define the key features for the program.

Appendix III defines forms that should accompany invoices submitted to GRANTOR.

JOG Delaware will maintain appropriate documentation available for monitoring invoice content and program effectiveness to include but not limited to the following:

- ? Detailed calculations of invoice line item content
- ? Payroll reconciliation documentation
- ? Copies of receipts for all reimbursable costs
- ? Participant work experience attendance and performance documentation
- ? Work site agreements

**Community Action Organization (CAO) Youth Summer Employment Program**

This program expands eligibility and allows continuation of employment for youth aging out of foster care and non-TANF eligible youths who meet 200%FPL. Up to sixteen (16) youth, aged 16-24 years old, and two (2) job coaches/supervisors will be employed for the CAO summer youth program. The positions provided to youth will be directed toward giving them the work experience of providing community-based work tasks including but not limited to: assisting Habitat for Humanity with their summer build plans, working with ODNR to maintain parks and roadways in Delaware County and additional community-based projects that will ensure employment throughout the length of the program.

All funds earmarked for this portion of the agreement shall be used for the exclusive and sole purpose of wage and benefit costs for employees who will be participating in Summer Youth Employment Program.

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

**RESOLUTION NO. 10-1022**

**IN THE MATTER OF AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE COMMUNITY ACTION ORGANIZATION TO ASSIST WITH FUNDING A SUMMER YOUTH EMPLOYMENT PROGRAM:**

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

Grant:                      Summer Youth Employment Program  
Source:                     Communication Action Organization  
Grant Period:            July 2, 2010 – September 30, 2010  
Amount:                    \$39,000

The Delaware County Jobs & Family Services Department has a summer youth program, funded by TANF that is limited to TANF eligible youth only. This program expands eligibility and allows continuation of employment for youth aging out of foster care and non-TANF eligible youths who meet 200%FPL. Up to sixteen (16) youth, aged 16-24 years old, and two (2) job coaches/supervisors will be employed for the summer youth program. The positions provided to youth will be directed toward giving them the work experience of providing community-based work tasks including but not limited to: assisting Habitat for Humanity with their summer build plans and additional community-based projects that will ensure employment throughout the length of the program.

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

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

**Commissioner O'Brien  
-No Additional Comments**

**Commissioner Thompson  
-Just Back From Personnel Trip To California Also No Additional Comments**

**RESOLUTION NO. 10-1023**

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 5, 2010**

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

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn into Executive Session at 9:23AM.

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

**RESOLUTION NO. 10-1024**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn out of Executive Session at 10:13AM.

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

**RECESS UNTIL 3:30PM**

**3:30PM RECONVENING SESSION**

**RESOLUTION NO. 10-1025**

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

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

The Department of Job and Family Services is recommending the termination of Mr. Larry Green, as an Employer Services Representative, with DCJFS. Mr. Green is a probationary employee and he is on administrative leave thru August 6<sup>th</sup>; effective date is Monday August 9, 2010.

Therefore Be It Resolved, that the Commissioners approve terminating the employment of Mr. Larry Green, an Employer Services Representative, with DCJFS. Mr. Green is a probationary employee and he is on administrative leave thru August 6<sup>th</sup>; effective date is Monday August 9, 2010.

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

**RESOLUTION NO. 10-1026**

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

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

The Director of the County 911 Center recommends to end the probationary periods and approve the end-of-probationary pay raises for 911 Tour Commanders Karla Jacobs, Matt Fletcher and Jeannette Adair; effective July 27, 2010.

Therefore Be It Resolved, that the Commissioners approve ending the probationary periods and approve the end-of-probationary pay raises for 911 Tour Commanders Karla Jacobs, Matt Fletcher and Jeannette Adair; effective July 27, 2010.

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

**RESOLUTION NO. 10-1027**

**IN THE MATTER OF ADJOURNING THE MEETING:**

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

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

COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 5, 2010

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Todd Hanks

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Ken O'Brien

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Tommy Thompson

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Letha George, Clerk to the Commissioners