

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 22, 2011

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

Present:  
Dennis Stapleton, President  
Ken O’Brien, Vice President  
Tommy Thompson, Commissioner

RESOLUTION NO. 11-880

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 18, 2011:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on August 18, 2011; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 11-881

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0819 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER CMAPR0819PC:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0819, Procurement Card Payments in batch number CMAPR0819PC and Purchase Orders as listed below:

PR #	Vendor Name	Line Desc	Line Account	Amount	Line
R1105607	DELL MARKETING LP	NEW COMPUTERS FOR ALUM CREEK SCADA UPGRADE - DATA	66611904 - 5260	\$12,132.10	0001
R1105629	B & C COMMUNICATIONS	REPLACEMENT BATTERIES FOR 800 PORTABLE RADIOS	21411306 - 5201	\$11,593.25	0001
R1105656	HOFFMAN ANALYTIC SERVICES	SEWER DISTRICT	66211901 - 5320	\$10,000.00	0001

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

RESOLUTION NO. 11-882

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Commissioners’ Office and Economic Development Department are requesting that Commissioner Stapleton, Commissioner Thompson, Commissioner O’Brien, Gus Comstock and Tim Hansley attend the Columbus 2020 Annual Conference in Columbus, Ohio September 7, 2011, at the cost of \$260.00 (Fund Number 21011113).

Environmental Services is requesting that Robert Brode attend a Service and Installation Training by WaterFurnace International from October 18, 2011 to October 20, 2011 in Fort Wayne, Indiana at a total cost of \$677.62 from org key 66211901.

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

RESOLUTION NO. 11-883

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**IN THE MATTER OF AUTHORIZING THE PURCHASE OF AUTOMOBILES AND EQUIPMENT FOR THE COUNTY ENGINEER'S OFFICE:**

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

WHEREAS, pursuant to section 5549.01 of the Revised Code, the Board of Commissioners (the "Board") may purchase machinery and equipment for the construction, improvement, maintenance, or repair of the highways, bridges, and culverts under its jurisdiction as it deems necessary and may purchase automobiles for the use of the county engineer and the county engineer's assistants when on official business; and

WHEREAS, the County Engineer's Office has a need for additional automobiles and a dump truck chassis for use in performing the office's official duties; and

WHEREAS, the Board is a member of the State of Ohio's cooperative purchasing program; and

WHEREAS, the automobiles are available for purchase via the State of Ohio's cooperative purchasing program; and

WHEREAS, the Board also participates in the Ohio Department of Transportation (ODOT) cooperative purchasing program; and

WHEREAS, the dump truck chassis is available for purchase via the ODOT cooperative purchasing program;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby authorizes the purchase of a 2011 GMC Sierra K15 from Bob Ross Buick, Inc., at the price of \$20,270.80.

Section 2. The Board hereby authorizes the purchase of a 2011 Dodge Nitro from Golling's Arena Dodge, Inc., at the price of \$19,025.44.

Section 3. The Board hereby authorizes the purchase of a 2011 dump truck chassis from Miami Valley International Truck, Inc., at the price of \$97,286.87.

Section 4. The purchases authorized in Sections 1 and 2 hereof shall be subject to the contract and terms and conditions for Contract # RS900411 in the State of Ohio's cooperative purchasing program, which is fully incorporated herein and of which the purchase orders shall be made a part.

Section 5. The purchase authorized in Section 3 hereof shall be subject to ODOT ITB # 023-10 in the ODOT cooperative purchasing program, which is fully incorporated herein and of which the purchase order shall be made a part.

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

**RESOLUTION NO. 11-884**

**IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR ST. JOHN NEUMANN CATHOLIC CHURCH:**

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

WHEREAS, on August 10, 2011, a Ditch Maintenance Petition for St. John Neumann Catholic Church was filed with the Board of Commissioners of Delaware County (the "Board"), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within the St. John Neumann Catholic Church property; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Delaware County, Ohio:

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Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$125,103.27 for the benefit of the property and its adjoining area. An annual maintenance fee equal to 2% of this basis (\$2,502.07) shall be collected for this property. The basis for calculating the maintenance assessment shall be reviewed and subject to revision every six (6) years. The first year’s assessment for the property in the amount of \$2,502.07 has been paid to Delaware County, receipt of which is hereby acknowledged.

Section 3: This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

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

RESOLUTION NO. 11-885

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS  
FOR GLEN OAK SECTION 7, PHASE A:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to release bonds and letters of credit and accept roads within the following:

Glen Oak Section 7, Phase A

Whereas, the County Engineer and staff have reviewed the roadway construction of the roads within the referenced subdivision and find them to be constructed in accordance with the approved plans; and

Whereas, it is The Engineer’s recommendation that the roadways within the referenced subdivision be accepted into the public system and that the **Orange Township Trustees** be notified of your action.

The roadways to be accepted are as follows:

- An addition of 0.012mile to **Township Road Number 1431, Tulip Way**
- **Ivy Street**, to be known as **Township Road Number 1613**

Whereas, the Engineer also recommends that 25 mile per hour speed limits be established throughout the project; and

Whereas, the Engineer also request approval to return the Bond being held as maintenance surety to the developer, Dominion Homes;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners accept the referenced roads and recommendations for Glen Oak Section 7, Phase A.

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

RESOLUTION NO. 11-886

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR GLEN OAK SECTION 7, PHASE  
A:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to establish stop conditions for the following:

Stop Conditions – Glen Oak Section 7, Phase A

Whereas, the County Engineer recommends and request that a stop condition be established at the following roads within the above referenced subdivision:

- On Township Road Number 1613, Ivy Street, at its intersection with Township Road Number 1413, Tulip Way

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the referenced Stop Conditions for Glen Oak Section 7, Phase A

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

That the legal description of said perpetual easement (Parcel 7 SH) and temporary construction easement (Parcel 7 T) is attached hereto as Exhibit "B" and by this reference incorporated herein; and,

That the Board directs the County Prosecuting Attorney to commence the appropriation proceedings on behalf of the Board; and,

This Resolution shall take effect and be in force immediately upon passage.

(Copies Of Exhibits "A" And "B" Are Available In The Delaware County Engineer's Department.)

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

**RESOLUTION NO. 11-889**

**IN THE MATTER OF ADOPTING A RESOLUTION DECLARING A NECESSITY AND THE  
INTENT OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS TO  
APPROPRIATE PROPERTY:**

**PROPERTY OWNER(S):** MARK A. CAMP AND ALOUISE A. CAMP

**PROPERTY LOCATION:** SOUTHEAST CORNER OF HOME ROAD  
AND CONCORD ROAD  
DELAWARE, OHIO 43015

**PERMANENT PARCEL NUMBERS:** 600-230-04-002-000  
600-230-04-002-001  
600-230-04-002-002

**PURPOSE OF APPROPRIATION:**

**IMPROVEMENT OF THE INTERSECTION OF HOME ROAD AND CONCORD ROAD BY REPLACEMENT OF THE EXISTING STRUCTURES ON HOME ROAD AND CONCORD ROAD OVER A TRIBUTARY OF EVERSOLE RUN; AS WELL AS FURTHER IMPROVING THE INTERSECTION BY CONSTRUCTING A ROUNDABOUT, WIDENING AND GRADING.**

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

## PREAMBLE

**WHEREAS**, the Board of Delaware County Commissioners (“Board”) deems it necessary to construct a highway improvement of the intersection of Home Road and Concord Road by replacement of the existing structures on Home Road and Concord Road over a tributary of Eversole Run as well as further improving the intersection by constructing a roundabout, widening and grading including construction, reconstruction, installation, replacement, repair, maintenance and improvement at the intersection of Home Road and Concord Road in Delaware County, Ohio (“Improvement”); and,

**WHEREAS**, the Board has determined the necessity for such Improvement and the necessity that such Improvement be made; and,

**WHEREAS**, the Board has determined that additional land is necessary for such Improvement.

## RESOLUTION

**NOW THEREFORE, BE IT RESOLVED**, by the Board of Delaware County Commissioners (the "Board"):

## SECTION 1:

That it is deemed necessary and it is hereby declared to be the intention of the Board to appropriate a perpetual easement (Parcel 8 SH) on, across, above, and or under certain real estate owned by Mark A. Camp and Alouise A. Camp described in Exhibit "A" attached hereto, and by this reference incorporated herein, for construction of a highway improvement of the intersection of Home Road and Concord Road by replacement of the existing structures on Home Road and Concord Road over a tributary of Eversole Run as well as further improving the intersection by constructing a roundabout, widening and grading including construction, reconstruction, installation, replacement, repair, maintenance and improvement at the intersection of Home Road and Concord Road in Liberty Township, Delaware County, Ohio.

## SECTION 2:

### SECTION 3:

## SECTION 4:

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

**RESOLUTION NO. 11-890****PURPOSE OF APPROPRIATION:**

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

## PREAMBLE

**WHEREAS**, the Board has determined that additional land is necessary for such Improvement.

## RESOLUTION

## SECTION 1:

That it is deemed necessary and it is hereby declared to be the intention of the Board to appropriate two perpetual easements (Parcel 4 SH and Parcel 4 SH 1) on, across, above, and or under certain real estate owned by Claude E. Fry, Trustee and Joyce A. Fry, Trustee described in Exhibit "A" attached hereto, and by this reference incorporated herein, for construction of a highway improvement of the intersection of Home Road and Concord Road by replacement of the existing structures on Home Road and Concord Road over a tributary of Eversole Run as well as further improving the intersection by constructing a roundabout, widening and grading including construction, reconstruction, installation, replacement, repair, maintenance and improvement at the intersection of Home Road and Concord Road in Liberty Township, Delaware County, Ohio.

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**SECTION 2:**

That the legal description of said perpetual easements (Parcel 4 SH and Parcel 4 SH 1) is attached hereto as Exhibit "B" and by this reference incorporated herein; and,

**SECTION 3:**

That the Board directs the County Prosecuting Attorney to commence the appropriation proceedings on behalf of the Board; and,

**SECTION 4:**

This Resolution shall take effect and be in force immediately upon passage.

(Copies Of Exhibits "A" And "B" Are Available In The Delaware County Engineer's Department.)

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

**RESOLUTION NO. 11-891**

**IN THE MATTER OF APPROVING A PARTICIPATION AGREEMENT BY AND BETWEEN THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO SERVICES CORPORATION; THE DELAWARE COUNTY CHILD SUPPORT ENFORCEMENT AGENCY AND THE OHIO CSEA DIRECTOR'S ASSOCIATION REGARDING THE EMPLOYMENT VERIFICATION SERVICE PROGRAM PERFORMED BY THE TALX CORPORATION:**

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

Whereas, the Director of The Child Support Enforcement Agency recommends the participation agreement by and between The County Commissioners Association Of Ohio Services Corporation; The Delaware County Child Support Enforcement Agency And The Ohio CSEA Director's Association regarding the Employment Verification Service Program Performed By The TALX Corporation;  
Therefore Be It Resolved, that the Commissioners approve the participation agreement by and between The County Commissioners Association Of Ohio Services Corporation; The Delaware County Child Support Enforcement Agency And The Ohio CSEA Director's Association regarding the Employment Verification Service Program Performed By The TALX Corporation;

**PARTICIPATION AGREEMENT REGARDING THE  
EMPLOYMENT VERIFICATION SERVICE PROGRAM  
OF THE  
COUNTY COMMISSIONERS ASSOCIATION SERVICE CORPORATION**

This Participation Agreement regarding the employment verification services to be performed by TALX Corporation is entered into for usage of the program as of July 1, 2011 through June 30, 2012) by and between the County Commissioners Association of Ohio Service Corporation ("CCAOSC "), an Ohio for profit corporation and the Delaware County Child Support Enforcement Agency Ohio, an entity under the auspices of the political subdivision of the State of Ohio("Participant") and the Ohio CSEA Directors' Association ("OCDA" or "Manager").

**RECITALS**

WHEREAS, CCAOSC wishes to continue assisting Ohio counties which are members of the County Commissioners Association of Ohio (CCAO) and which choose to participate either for themselves or on behalf of boards, agencies, districts or other instrumentalities which are affiliated with them in securing competitively priced employment verification services;

WHEREAS, CCAOSC wishes to avail itself of the expertise of the Ohio CSEA Directors' Association ("OCDA") in relation to the administration of employment verification services;

WHEREAS, in May of 2009, the OCDA was advised by ODJFS that TALX would not be considered a sole source vendor by ODJFS for the provision of certain employment and income verification services previously supplied to local county agencies;

WHEREAS, in response to such information a Request for Proposals ("RFP") was developed and issued in April 2011 that solicited bids for "Employment Verification Services". Notice of the RFP was forwarded to 2 different companies (most companies identified during the last RFP did not provide this service) identified by OCDA as possible providers of this service, was advertised in the Columbus Dispatch for 2 successive weeks, April 25 and May 2, 2011, and was posted on the OCDA website;

WHEREAS, one proposal was timely received from TALX and it was determined that a contract could be

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properly be entered into with that entity;

WHEREAS, ORC Section 9.48(B) is the enabling statute that permits a political subdivision to participate in a joint purchasing program operated by a state association of political subdivisions in which the purchasing political subdivision is eligible for membership;

WHEREAS, ORC Section 9.48(C) exempts certain purchases by a political subdivision from competitive bidding through participation in an association program described in ORC Section 9.48(B);

WHEREAS, on June 13, 2011, the Universal Membership Agreement was executed by representatives of TALX and on June 20, 2011 by representatives of CCAOSC and OCDA; and

WHEREAS, CCAOSC and the Participant(s) agree that it is necessary and desirable that this Agreement be entered into in order to provide a program that is needed to provide employment verification services at a statewide price.

NOW THEREFORE-, in consideration of the premises and mutual covenants hereinafter contained, the CCAOSC, the Participant(s) and the Manager agree as follows:

#### SECTION 1. DEFINITIONS

Agreement - this Participation Agreement as the same may be amended, modified or supplemented in accordance with Section 3 hereof.

Manager - the OCDA which will be responsible for all of the administrative activities and Program Administrative Expenses associated with the Universal Membership Agreement.

Participant(s) - an Ohio county which is a member of the CCAO as well as its boards, agencies, districts or other instrumentalities that are taking part in the Program. The Participants for this Agreement may be the County Job & Family Services Agency, the County Child Support Enforcement Agency or the Children's Services Agency which is taking part in the Program or any other program that is a County Based program in need of employment verification services to fulfill their responsibilities. If another agency is providing services through contract with the local family services agency that requires usage of employment verification services, that agency may be a participant if it is requested by the county family services agency contracting with the non family services agency for the services. A Participant must be: i) a member of OCDA either through a full membership for a county family services agency which includes the child support enforcement agency; or ii) an associate membership for a family services agency which does not include a child support enforcement agency.

Program - the use of the Universal Membership Agreement for obtaining employment verification services.

Program Administrative Expense(s) - all reasonable administrative costs incurred by the Manager of Universal Membership Agreement. The administrative expenses will be assessed at ten (10) cents per income verification transaction. The annual fee is calculated on the number of transactions for the preceding period of April 1, 2010 through March 31, 2011. The administrative expenses will be monitored during the year and adjusted accordingly on an annual basis. Participants will be notified of any change to the Program Administrative Expense often (10) cents per transaction for any subsequent contracts for employment verification services by March 15, 2012 and on successive years for any subsequent contract period.

Program Term - the period commencing July 1, 2011 and ending on June 30, 2012.

Universal Membership Agreement - that certain contract effective July 1, 2011 between TALX Corporation and CCAOSC for employment verification information services in which the OCDA will be providing administrative support. The Universal Membership Agreement is attached hereto and incorporated herein by referenced as Exhibit A. This Universal Membership Agreement is valid through June 30, 2017. Any subsequent contracts will go through a competitive procurement process.

#### SECTION 2. RESPONSIBILITIES OF THE PARTIES REGARDING THE UNIVERSAL MEMBERSHIP AGREEMENT

##### A. Participant(s)

1. Participant agrees to be bound by the terms and conditions of the Universal Membership Agreement including the amended Schedule A to that agreement.

2. Participant may, from time to time be requested by CCAOSC, to monitor its employment verification service usage by confirming usage against the estimate provided to CCAOSC.

3. Pursuant to the Universal Membership Agreement, Schedule A, Participant agrees to pay the base rate for the year as provided in Attachment 1 attached to this Participation Agreement. This permits unlimited usage of the TALX service for the year - July 1, 2011 to June 30, 2012 and for successive one year periods.



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a. Annually, the base rate will be calculated by utilizing the number of transactions for a period of April 1 through March 31 and comparing that number to the total number of transactions for all the users of this service during the same time period. Each agency's percentage would be applied against the annual unlimited rate to determine their annual fee. Participants will be notified of their annual rate for the next year based upon usage and the TALX pricing under Schedule A of the Universal Agreement by May 1 of each year.

b. In addition, Participant agrees to pay a Program Administrative Expense which is currently ten(10) cents for each income verification it obtains which will be based upon the number of transactions identified for each user of the service in Section 2 (A) (3) (a).

4. Participant agrees to make payment to the OCDA for any invoice received within thirty (30) days from receipt, as described in the Universal Membership Agreement, Schedule A. If a Participant desires to pay quarterly or less frequent due to the current nature of the contract for unlimited usage for an annual fee, they should notify the OCDA office of their desired payment plan. Participants must pay no less than monthly. Participants are not responsible for any interest on delayed payments, but agree to be as timely as possible in the processing of said payments.

5. Participant agrees to notify the OCDA no later than May 15 or each year if it determines that it: i) does not want to utilize the Universal Membership Agreement in future contract periods; ii) does not want to maintain its membership in CCAO in 2011; iii) does not want to maintain its membership in the OCDA in 2011. Any notices provided pursuant to this paragraph shall also be utilized in the competitive procurement process.

6. If Participant has not been able to complete the signature process for the Participation Agreement by June 30, 2011; Participant agrees to notify OCDA by that date of its intention to utilize the employment verification services program and its expected completion date for obtaining required signatures on the Participation Agreement. If an executed participation agreement has not been received at the OCDA office nor notice been provided of the Participant's intention to utilize the services by July 15, 2011, OCDA will notify TALX to inactivate users associated with the Participant until notice is received.

7. Participant agrees to maintain the list of users with access to TALX under the current web based system. Any deletions should be provided within one week of intention to delete the user.

**B. County Commissioners Association of Ohio Service Corporation**

1. CCAOSC agrees to be bound by the terms and conditions of the Universal Membership Agreement, including Schedule A.

2. CCAOSC agrees to immediately notify Participant if TALX Corporation proposes any modification, amendment or change to the Universal Membership Agreement or Schedule A.

3. CCAOSC agrees to immediately notify Participant if a public records request is made relating to Participant records that are in the possession of CCAOSC.

4. CCAOSC agree to give Participant written notice no later than March 15 each year if it determines that it will not continue the current agreement or enter into a new agreement either TALX Corporation for services for periods after June 30, 2016

5. CCAOSC will immediately notify Participant if either TALX or CCAOSC exercise its right to terminate the Universal Membership Agreement under Section 8 of such agreement.

6. CCAOSC will form a small county user group developed to do ongoing monitoring of the services provided under the Universal Membership Agreement by TALX Corporation and the administrative services provided by OCDA. The results of the county user group shall be reported to the Participant no less frequently than semiannually.

7. Once Participant makes payment to OCDA for any charges attributable to services it has acquired under the Universal Service Agreement, neither OCDA nor CCAOSC will seek any additional payments, compensation or remuneration for such services from Participant. In this same regard CCAOSC and OCDA agrees to hold Participant harmless for any requests from TALX for payments made by Participant to OCDA and not forwarded to TALX.

**C. Ohio CSEA Directors' Association**

1. OCDA agrees to be bound by the terms and conditions of the Universal Membership Agreement, including amended Schedule A.

2. If Participant has given the OCDA the proper notice, required in Section 2 (A)(5) of its desire to no longer utilize the Universal Membership Agreement after 6/30/11 and Participant did not do so, CCAOSC will not require a Participant to make any payment for any services from 7/1/2011 forward.

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3. OCDA will issue billing invoices within ten (10) days of receipt of the invoice from TALX. The invoices will be individualized to each County agency utilizing the service. OCDA will also send the a usage to each county on a monthly basis.

4. Once Participant makes payment to OCDA for any charges attributable to services it has acquired under the Universal Service Agreement, neither OCDA nor CCAOSC will seek any additional payments, compensation or remuneration for such services from Participant. In this same regard CCAOSC and OCDA agrees to hold Participant harmless for any requests from TALX for payments made by Participant to OCDA and not forwarded to TALX.

**SECTION 3. AMENDMENTS**

This Agreement not may be modified, amended or supplemented, in any respect unless agreed to, in writing, by more than two-thirds (2/3rds) of the Participants.

**SECTION 4. MISCELLANEOUS**

This Agreement shall be construed under the laws of the State of Ohio.

If the date on which any action or payment required to be taken or made under this Agreement is a Saturday, Sunday or legal holiday in the State of Ohio, that action shall be taken or that payment shall be made on the next succeeding day which is not a Saturday, Sunday or legal holiday.

IN WITNESS WHEREOF, the undersigned representatives of CCAOSC, Participant, and OCDA pursuant to the duly adopted authorizing resolutions of their governing boards have signed this Agreement.

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**UNIVERSAL MEMBERSHIP AGREEMENT  
for  
The Work Number<sup>®</sup> Social Services**

This **Universal Membership Agreement** (the "Agreement") is entered into by and between TALX Corporation, a Missouri Corporation, 11432 Lackland Road, St. Louis, Missouri ("TALX"), and The County Commissioners Association of Ohio Service Corporation, an Ohio for profit corporation, 209 E. State Street, Columbus, Ohio 43215 ("CCAOSC") on behalf of the Ohio County Job & Family Services Agencies, Ohio County Child Support Enforcement Agencies and the Ohio County Children's Services Agencies ("Agency"). The Membership Agreement will be administered for Ohio by the Ohio CSEA Directors' Association, 37 W. Broad Street, Suite 840, Columbus, Ohio 43215 ("OCDA")

**RECITALS:**

- A. TALX operates The Work Number<sup>®</sup> (the "Service"), a service used to verify certain employment-related information about an individual ("Consumers"); and
- B. Agency wishes to confirm employment and/or income information of Consumers through the Service.

**NOW, THEREFORE**, the parties agree as follows:

1. **SCOPE OF THE AGREEMENT.** This Agreement consists of the general terms set forth in the body of this Agreement, Exhibit 1, Exhibit 2, and each Schedule A executed by the parties which may contain additional terms. If there is a conflict between the general terms and conditions of this Agreement and any Exhibit or Schedule, the provisions of the Exhibit or Schedule will govern and control. This Agreement specifically supersedes and replaces any agreement between the parties that predates this Agreement and which relates to the Service as provided in Schedule A, even if the prior agreement contains an "entire agreement" or "merger" clause, and any such agreements are terminated.
2. **TALX OBLIGATIONS.** The Service will provide Agency with automated access to certain employment and/or income data ("Data") furnished to TALX by employers.
3. **PARTICIPATING COUNTIES.** All Agencies utilizing this Agreement will be signing a participation agreement wherein they agree to be bound by the requirements outlined in this Agreement as pertaining to "AGENCY".
4. **AGENCY OBLIGATIONS.**
  - a. Agency shall comply with the terms set forth in this Agreement which includes Exhibits 1 and 2, and also each Schedule A executed by the parties which may contain additional terms.
  - b. Agency shall pay for the Services as set forth herein. All prices stated in this Agreement are exclusive of, and Agency shall pay, all sales, use, privilege, or excise taxes.
  - c. Agency certifies that it will order Data from the Service only when Agency intends to use the Data (i) in accordance with the Fair Credit Reporting Act ("FCRA") and all state law FCRA counterparts as though the Data is a consumer report, and (ii) for one of the following FCRA permissible purposes: (1) in connection with a credit transaction involving the Consumer on whom the Data is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer, (2) in connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status, or (3) when Agency otherwise has a legitimate business need for the information either in connection with a business transaction that is initiated by the Consumer, or to review an account to determine whether the Consumer continues to meet the terms of the account; and for no other purpose except as outlined in Exhibit 1.

Agency agrees to only use the Data consistent with the obligations of users of consumer reports as provided for in the Federal Trade Commission (the "FTC")'s Notice Form attached as Exhibit 1.

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- d. Agency certifies that it will comply with applicable provisions under Vermont law related to Exhibit 2 for Vermont residents. Note, the Vermont statute has an exemption for usage for child support purposes. In particular, Agency certifies that it will order Data relating to Vermont residents only after Agency has received prior Consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Agency further certifies that the attached copy of VFCRA Section 2480e applicable Vermont Rules as referenced in Exhibit 2 was received from TALX.
  - e. Agency may use the Data provided through the Service only as described in this Agreement. Agency may reproduce or store the Data obtained from the Service solely for its own use in accordance with this Agreement, and will hold all Data obtained from the Service under this Agreement in strict confidence and will not reproduce, reveal, or make it accessible in whole or in part, in any manner whatsoever, to any others unless required by law, or unless Agency first obtains TALX's written consent; provided, however, that Agency may discuss Consumer Data with the Data subject when Agency has taken adverse action against the subject based on the Data. Agency will not provide a copy of the Data to the Consumer, except as may be required or permitted by law or approved in writing by TALX, except in any state where this contractual prohibition would be invalid. Agency will refer the Consumer to TALX whenever the Consumer disputes the Data disclosed by Agency. Agency will not interpret the failure of TALX to return Data as a statement regarding that consumer's credit worthiness, because the failure may result from one or more factors unrelated to credit worthiness.
  - f. Agency represents and warrants it (i) is administering a government funded benefit or program, (ii) has been given the legal authority to view the Data by the Consumer or by operation of law, and (iii) is requesting the Data in compliance with all laws.
  - g. Agency acknowledges it shall employ decision making processes appropriate to the nature of the transaction in accordance with commercially reasonable standards and will utilize the Data as part of its process.
  - h. Agency represents and warrants it has written authorization from the Consumer to verify income. Notwithstanding the provisions of section 604 [§1681b] of this title, a consumer reporting agency may furnish identifying information respecting any consumer, limited to his name, address, former addresses, places of employment, or former places of employment, to a governmental agency. Agency need not use any particular form of authorization or obtain a separate signature for verifying income provided that the form constitutes Consumer authorization. Notwithstanding the foregoing, in the event Agency is using the Service to collect on child support obligations, or to set an initial or modified child support award, Agency is not required to obtain such authorization.
  - i. Agency may not allow a third party service provider (hereafter "Service Provider") to access, use, or store the Service or Data on its behalf without first obtaining TALX's written permission and without the Service Provider first entering into a Client Service Provider Information Use and Nondisclosure Agreement with TALX.
  - j. In order to ensure compliance with this Agreement, applicable law and TALX policies, TALX may conduct reviews of Agency activities, including requesting copies of the Consumer's authorization to verify income with respect to requests for Data, and use of Data. Agency shall provide documentation to TALX as reasonably requested by TALX and shall allow access to its premises for purposes of such review by TALX. Agency shall cooperate fully with any and all investigations by TALX of allegations of abuse or misuse of the Services.
  - k. Additional representations and warranties as may be set forth in each Schedule A.
- 5. AGENCY USE OF SERVICE.**  
Data on the Service may be accessed by Agency to verify Consumer's employment status ("Employment Verification") or income ("Income Verification") for the purposes of determining eligibility for receipt of public aid or assistance, prevention or identification of fraud, overpayments associated with the receipt of public aid or assistance, or collecting on defaulted child support obligations that are in effect and valid.
- 6. DATA SECURITY.** This Section 6 applies to any means through which Agency orders or accesses the Service including, without limitation, system-to-system, Interactive Voice Response ("IVR"), fax, batch file

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transfer, private network, or the Internet. If Agency orders or accesses the Service via the Internet, Agency shall fully comply with TALX's connectivity security requirements specified in 6.b below.

- a. For the purposes of this Section 6, the term "Authorized User" means an Agency employee that Agency has authorized to order or access the Service and who is trained on Agency's obligations under this Agreement with respect to the ordering and use of the Service, and the Data provided through the same, including Agency's FCRA and other obligations with respect to the access and use of Data. Agency will:
  1. ensure that only Authorized Users can order or have access to the Service,
  2. ensure that Authorized Users do not order Data for personal reasons or provide Data to any third-party except as permitted by this Agreement,
  3. ensure that all devices used by Agency to order or access the Service are placed in a secure location and are accessible only by Authorized Users, and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures,
  4. take all necessary measures to prevent unauthorized ordering of or access to the Service by any person other than the Authorized User for permissible purposes, including, without limitation, (i) limiting the knowledge of the Agency security codes, usernames, and any passwords Agency may use to those individuals with a need to know, (ii) requiring Agency users to change passwords at least every ninety (90) days, or sooner if an Authorized User is no longer responsible for accessing the Service, or if Agency suspects any unauthorized person has learned the password, (iii) using all security features in the software and hardware Agency uses to order or access the Service, and (iv) requiring each individual Agency user to have a unique UserID and password to access the Service,
  5. not use personal computer hard drives or portable and/or removable data storage equipment or media (including, but not limited to, laptops, zip drives, tapes, disks, CDs, DVDs, software and code) to store Data unless the Data is stored on such media or device is encrypted using the following minimum standards which standards may be modified from time to time by TALX: Advanced Encryption Standard (AES), minimum 256-bit key or Triple Data Encryption Standard (3DES) minimum 168-bit key, encryption algorithms. In addition, all printed Data must be stored in a secure, locked container when not in use, and must be completely destroyed when no longer needed by cross-cut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose. When Data in electronic form is no longer needed, it must be securely and effectively erased or media containing Data must be physically destroyed. In either case, commercially reasonable practices for the type of Data received from TALX must be employed,
  6. in no event access the Service via any wireless communication device, including but not limited to, web enabled cell phones, interactive wireless pagers, personal digital assistants (PDAs), mobile data terminals, portable data terminals, or other portable devices which do not store data in a manner consistent with the encryption requirements provided in Section 6.a.5,
  7. if Agency sends, transfers, or ships any Data, Agency shall encrypt the Data using the following minimum standards which standards may be modified from time to time by TALX: Advanced Encryption Standard (AES), minimum 256-bit key or Triple Data Encryption Standard (3DES) minimum 168-bit key, encrypted algorithms,
  8. monitor compliance with the obligations of this Section 6, and immediately notify TALX if Agency suspects or knows of any unauthorized access or attempt to access the Service and/or Data obtained from the Service. Such monitoring will include, without limitation, a review of each TALX invoice for the purpose of detecting any unauthorized activity,
  9. not ship hardware or media between Agency locations or to third parties without deleting all TALX Agency number(s), usernames, security codes and Agency user passwords or Data unless such information is encrypted as provided herein,
  10. if Agency uses a third-party vendor to establish access to the Service, be responsible for third party vendor's use of Agency's member numbers, usernames, security access codes, or passwords, and

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Agency will ensure that the third party vendor safeguards Agency's security access code(s), usernames and passwords through the use of security requirements that are no less stringent than those applicable to Agency under this Section 6,

11. use commercially reasonable efforts to ensure Data security when disposing of any Data or record obtained from TALX. Such efforts must include any procedures or requirements established by any federal agency that governs Agency's industry.
  - b. Agency will, with respect to Agency's network security:
    1. use commercially reasonable efforts to protect Data when stored on servers, subject to the following requirements: (i) Data must be protected by multiple layers of network security, including, but not limited to, firewalls, routers, intrusion detection devices; (ii) secure access (both physical and network) to systems storing Data, must include authentication and passwords that are changed at least every ninety (90) days; and (iii) all servers must be kept current and patched on a timely basis with appropriate security-specific system patches, as they are available,
    2. use commercially reasonable efforts to protect Agency's connection with dedicated industry-recognized firewalls that are configured and managed to adhere to industry accepted best practices,
    3. use commercially reasonable efforts to only hold Data on an application server which can only be accessed by a presentation server, through one of the following: (i) Dual or multiple firewall method (preferred) – this method consists of a firewall between the Internet and the presentation server(s) and another firewall between the presentation server(s) and the application server holding the Data. The network firewall should ensure that only the presentation server(s) is/are allowed to access the application server holding Data, (ii) Single firewall method (acceptable) – when a dual firewall method is not feasible, a single firewall will provide acceptable levels of protection. The firewall should be installed between the Internet and the presentation server(s). Multiple interfaces to separate the presentation server(s) and that application server holding Data are required. The firewall should be configured to allow only the presentation server(s) access to the application server holding Data, or (iii) ensure that all administrative and network access to firewalls and servers must be through an internal network or protected extranet using strong authentication encryption such as VPN and SSH.
    4. use commercially reasonable efforts to route communications from Agency's internal services to external systems through firewalls configured for network address translation (NAT),
    5. use commercially reasonable efforts to establish procedures and logging mechanisms for systems and networks that will allow tracking and analysis in the event there is a compromise, and maintain an audit trail history for at least three (3) months for review by TALX.
  - c. If TALX reasonably believes that Agency has violated this Section 6, TALX may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to Agency, and at TALX's sole expense, conduct, or have a third party conduct on its behalf, an audit of Agency's network security systems, facilities, practices and procedures to the extent TALX reasonably deems necessary, including an on-site inspection, to evaluate Agency's compliance with the data security requirements of this Section 6. Any on-site inspection cannot compromise the confidentiality requirements that Agency must maintain of its records pursuant to federal, state and local laws, rules and regulations.
7. **CONFIDENTIALITY.** Agency is a governmental agency required to comply with the Ohio Public Records Act as set forth in ORC 149.43. Any materials, documents or information which TALX deems to be subject to exemption under the Ohio Public Records Act shall clearly be identified and marked as such before submission to Agency. If Agency is requested by a third party to disclose those documents which are identified and marked as exempt for disclosure under Ohio law, Agency will notify TALX of that fact. TALX shall promptly notify Agency, in writing, that either a) Agency is permitted to release these documents, or b) TALX intends to take immediate legal action to prevent its release to a third party. A failure of TALX to respond within five (5) business days shall be deemed permission for Agency to release such documents.



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- 8. TERM AND TERMINATION.** This Agreement shall be for an annual term, and shall be automatically renewed for successive one year terms. Either TALX or CCAOSC may terminate this Agreement or any Schedule(s), at any time upon thirty (30) days prior written notice to the other. Unless otherwise provided for in the relevant schedule, TALX may change the price of the Service and/or the Service Schedule and/or Description with thirty (30) days notice. Use of the Service after such thirty (30) day period shall constitute its agreement to such change(s), without prejudice to its right to terminate this Agreement as provided above. If TALX believes that Agency has breached an obligation under this Agreement, TALX may, at its option and reserving all other rights and remedies, terminate this Agreement and/or any Schedules immediately upon notice to Agency. TALX must send all notices regarding any changes and/or concerns with compliance of the Agreement to OCDA and CCAOSC as well as the Agency in question if the concern is regarding compliance issues.
- 9. RIGHTS TO SERVICE.** The Service and the Data, including all rights thereto, are proprietary to TALX.
- 10. WARRANTY.** TALX warrants that the Service will be performed in all material respects in a reasonable and workmanlike manner and in compliance with laws and regulations applicable to TALX' performance thereof. Agency acknowledges that the ability of TALX to provide accurate information is dependent upon receipt of accurate information from employers. TALX does not warrant that the Service will be error free. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, TALX MAKES NO OTHER WARRANTIES AS TO THE SERVICE OR THE DATA, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF GOOD TITLE, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF TALX KNOWS OF SUCH PURPOSE.
- 11. LIMITATION OF LIABILITY.** In no event shall either party or its officers, agents or employees be liable for loss of profits or for indirect, special, incidental or consequential damages arising out of or related to the performance of this Agreement, even if that party has been advised of the possibility of such damages. In no event shall damages of any kind payable by TALX hereunder exceed the sum paid by Agency for the service which causes Agency's claim.
- 12. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Ohio, without giving effect to the principles of conflict of laws thereof.
- Authorized representatives of both parties shall use commercially reasonable efforts to settle disputes in good faith related to this Agreement within 30 (thirty) days of notice of a dispute by a party. If the parties are unsuccessful in resolving the dispute through the process defined herein, either party may proceed with legal action in a court of competent jurisdiction. Any legal action brought pursuant to the Contract will be filed in the courts located in the Ohio county where the specific agency is located which is involved in the dispute. To the extent the dispute involved agencies in different counties, the legal action shall be brought in Franklin County, Ohio.
- 13. MISCELLANEOUS.** This Agreement sets forth the entire agreement between the parties regarding the Service. Except as otherwise provided in this Agreement, this Agreement may be amended only by a subsequent writing signed by both parties. The parties expressly agree that this Agreement shall not be assigned without the prior written approval of the other parties. Such approval shall not be unreasonably withheld. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. Any notice under this Agreement shall be effective upon personal delivery by an overnight or other courier or delivery service, or three (3) days after pre-paid deposit with the postal service, in either case to the party's address in the first sentence of this Agreement or any substitute therefore provided by notice.
- 14. COUNTERPARTS/EXECUTION BY FACSIMILE.** For the convenience of the parties, copies of this Agreement and Schedules hereof may be executed in two or more counterparts and signature pages exchanged by facsimile. The parties intend that counterpart copies signed and exchanged as provided in the

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preceding sentence shall be fully binding as an original handwritten executed copy hereof and thereof and all of such copies together shall constitute one instrument.

Agency acknowledges receipt of Exhibit 1, "Notice to Users of Consumer Reports Obligations of Users". Furthermore, Agency has read "Notice to Users of Consumer Reports Obligations of Users" which explains Agency's obligations under the FCRA as a user of consumer report information (to be initiated by the person signing on behalf of Agency).

**15. AVAILABILITY AND RETENTION OF RECORDS**

- a. TALX agrees that all records, documents, writing or other information, including but not limited to, financial records, and documentation produced by TALX under the Agreement, and all records, documents, writings or other information, including but not limited to financial records of the Agreement are treated according to the following terms:

All records relating to costs, work performed and supporting documentation for invoices submitted to CCAOSC or Agency by TALX, along with copies of all deliverables, if applicable, submitted to CCAOSC or Agency pursuant to the Agreement, will be retained and made available by TALX for inspection and audit upon prior written notice, during normal business hours, and in accordance with TALX's reasonable security policies while on the premises, by CCAOSC or Agency, or other relevant governmental entities including, but not limited to the Agency, Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services for a minimum of three (3) years after reimbursement for services rendered under the Agreement. If an audit, litigation or other action is initiated during the time period of the Agreement, TALX shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.

- b. TALX agrees to keep all financial records in a manner consistent with generally accepted accounting principles.
- c. TALX agrees that each financial transaction shall be fully supported by appropriate documentation. TALX further agrees that such documentation shall be available for examination in accordance with the requirements as set forth in this section 15.

- 16. **NON-EXCLUSIVE.** The Agreement is a non exclusive contract, and Agency may purchase the same or similar item(s) from other vendors at any time during the term of the Agreement.

- 17. **CONFLICT OF INTEREST.** The Agreement in no way precludes, prevents, or restricts TALX from obtaining and working under additional contractual arrangement(s) with other parties aside from Agency, assuming that the contractual work in no way impedes TALX's ability to perform the Services required under the Agreement. TALX warrants that at the time of entering into the Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any contract that will impede its ability to perform the Services under the Agreement.

TALX further agrees that there is no financial interest involved on the part of any CCAOSC, officers, Agency officers, or employees involved in the development of the specifications or the negotiation of the Agreement. TALX has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when a CCAOSC or an Agency employee will gain financially or receive personal favors as a result of the signing or implementation of the Agreement. TALX will report the discovery of any potential conflict of interest to the CCAOSC. CCAOSC may exercise any right under the Agreement including termination of the Agreement.

TALX further agrees to comply with applicable Ohio ethics laws as listed in the Ohio Revised Code Chapters 102 and 2921 and the Ohio Administrative Code Chapter 5101. By executing this Agreement TALX certifies that it has reviewed, knows, and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2007-01S pertaining to ethics. TALX further agrees that it will not engage in any action(s) inconsistent with applicable Ohio ethics laws or the aforementioned Executive Order



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and TALX represents that TALX has adopted and enforces workplace policies ("TALX's Workplace Policies") for its employees and that TALX's employees are required to abide by such TALX Workplace Policies while performing Services under this Agreement.

- 18. AVAILABILITY OF FUNDS.** The Agreement is conditioned upon the availability of federal, state, or local funds that are appropriated or allocated for payment of this Agreement. If funds are not allocated and available for the continuance of the function performed by TALX hereunder, the products or Services directly involved in the performance of that function might be terminated by CCAOSC at the end of the period for which funds are available. CCAOSC will notify TALX at the earliest possible time of any products or Services that will or may be affected by a shortage of funds.

Provided CCAOSC or Agency has notified TALX as specified hereunder, no penalty shall accrue to CCAOSC or Agency in the event this provision is exercised, and CCAOSC or Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

**19. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

- a. In carrying out the Agreement, TALX and its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with 29 CFR Part 37, Title VII of the Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and all other nondiscrimination and equal employment opportunity statutes, laws, and regulations. TALX agrees not to discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status. TALX will ensure that all qualified applicants are hired, and all employees are considered for promotion, demotion, transfer; recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training (including apprenticeship), or any other employment-related opportunities, without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status.
- b. TALX agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment. TALX will affirm that all qualified applicants will receive consideration for employment without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status in all solicitations or advertisements for employees placed by or on behalf of TALX.

- 20. NON-DISCRIMINATION IN THE PERFORMANCE OF SERVICES.** TALX agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, and any regulations promulgated thereunder. TALX further agrees that it shall not exclude from participation in, deny the benefits of, or otherwise subject to discrimination any Agency consumer in its performance of the Agreement on the basis of race, color, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of birth.

- 21. DEBT CHECK PROVISION.** Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity against who a finding for recovery has been issued by the auditor of state, if the finding for recovery is unresolved. By entering into the Agreement, TALX warrants that a finding for recovery has not been issued to TALX by the auditor of state. TALX further warrants that TALX shall notify Agency as soon as commercially reasonable should a finding for recovery occur during the Agreement term.

- 22. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT.** TALX agrees to comply with all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C. 7606), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and applicable environmental protection agency regulations. TALX understands that all violations shall be reported to the

Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- 23. ENERGY POLICY AND CONSERVATION ACT.** TALX, agrees to comply with all applicable standards, orders or regulations issued relating to energy efficiency which is contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)."

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**UNIVERSAL MEMBERSHIP AGREEMENT  
for  
The Work Number<sup>SM</sup> Social Services**

**Exhibit 1**

All users ("user" or "Consumer") subject to the Federal Trade Commission's jurisdiction must comply with all applicable regulations, including regulations promulgated after this notice was prescribed in 2004. Information about applicable regulations currently in effect can be found at the Commission's Web site, [www.ftc.gov/credit](http://www.ftc.gov/credit). Persons not subject to the Commission's jurisdiction should consult with their regulators to find any relevant regulations.

**NOTICE TO USERS OF CONSUMER REPORTS:**

**OBLIGATIONS OF USERS UNDER THE FCRA**

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Federal Trade Commission's Website at [www.ftc.gov/credit](http://www.ftc.gov/credit). At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the Commission's Web site. Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

**I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS**

**A. Users Must Have a Permissible Purpose**

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

**B. Users Must Provide Certifications**

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Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

**C. Users Must Notify Consumers When Adverse Actions Are Taken**

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

**1. Adverse Actions Based on Information Obtained From a CRA**

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

**2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies**

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

**3. Adverse Actions Based on Information Obtained From Affiliates**

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

**D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files**

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

**E. Users Have Obligations When Notified of an Address Discrepancy**

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed, which will be issued by the Federal Trade Commission and the banking and credit union regulators. The Federal Trade Commission's regulations will be available at [www.ftc.gov/credit](http://www.ftc.gov/credit).

**F. Users Have Obligations When Disposing of Records**

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. The Federal Trade Commission, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Federal Trade Commission's regulations may be found at [www.ftc.gov/credit](http://www.ftc.gov/credit).

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**H. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES**

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations to be jointly prescribed by the Federal Trade Commission and the Federal Reserve Board. Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

**III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES**

**A. Employment Other Than in the Trucking Industry**

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken. An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2)

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

**B. Employment in the Trucking Industry**

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking Agency by contacting the Agency.

**IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED** Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency.

Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.



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**V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS**

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

**VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION**

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations issued by the banking and credit union regulators) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

**VII. OBLIGATIONS OF USERS OF “PRESCREENED” LISTS**

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(l), 604(c), 604(e), and 615(d). This practice is known as “prescreening” and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer’s CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, once the Federal Trade Commission by rule has established the format, type size, and manner of the disclosure required by Section 615(d), users must be in compliance with the rule. The FTC’s regulations will be at [www.ftc.gov/credit](http://www.ftc.gov/credit).

**VIII. OBLIGATIONS OF RESELLERS**

**A. Disclosure and Certification Requirements**

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
  - (1) the identity of all end-users;
  - (2) certifications from all users of each purpose for which reports will be used; and
  - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

**B. Reinvestigations by Resellers**

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

**C. Fraud Alerts and Resellers**

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

**IX. LIABILITY FOR VIOLATIONS OF THE FCRA**

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The FTC’s Web site, [www.ftc.gov/credit](http://www.ftc.gov/credit), has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

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UNIVERSAL MEMBERSHIP AGREEMENT  
SCHEDULE A – EXPRESS SOCIAL SERVICE  
FEES AND SERVICE DESCRIPTION

- I) AGENCY USE OF SERVICE:**  
The Work Number<sup>®</sup> is an employment verification service provided by TALX Corporation, a Missouri corporation, to its employer clients. Data on the Service may be accessed by agency to verify Consumer's employment status ("Employment Verification") or income ("Income Verification") for commercial purposes. TALX shall provide the Service in accordance with the Universal Membership Agreement ("Agreement"), Exhibit I to the Agreement and this Schedule A (which is part of this Agreement). All defined terms used herein shall have the meaning ascribed to them in the Agreement.
- a) Product.** An Employment Verification includes the Consumer's (i) employer name and (ii) employment status. An Income Verification may include, without limitation, the Consumer's (i) employer address, (ii) employment dates, where available, (iii) position title, (iv) medical and dental information, where available, (v) pay rate, (vi) up to three (3) years of YTD gross income details, and (vii) up to three (3) years of pay period detail.
- b) Delivery.** The Service provides automated access to requested Data via the Internet or phone. If Data is requested via the Internet, it will be delivered instantly via the same mode. If Data is requested via the phone, it will be delivered by fax within one (1) business day.
- c) Input Requirements.** An Agency may request access to Data by providing the Consumer's social security number. .

**PRICING:** Fees for Services provided under this Schedule include:

**Verification Fees:** Select a pricing plan below and initial by the plan you choose

☐ Annual Payment:

Agency Initials: KNS

	Annual Price	Transactions
Year 1	\$ 1,000,000.00	Unlimited
Year 2	\$ 1,050,000.00	Unlimited
Year 3	\$ 1,100,000.00	Unlimited
Year 4	\$ 1,150,000.00	Unlimited
Year 5	\$ 1,200,000.00	Unlimited
Year 6	\$ 1,250,000.00	Unlimited
	\$ 6,750,000.00	

- TALX will engage in renegotiation of the unlimited pricing model should a county or counties consisting of over 10% of the total volume of transactions, opt out during the term of the contract. See Attachment 1 below with county percentages. The renegotiated pricing will be agreed upon by both TALX and OCDA and then reallocated to the remaining counties. Annually, OCDA will provide a new county percentage breakdown to be attached as part of the contract.

- II) PAYMENT TERMS AND TAXES:** Invoices are due net thirty (30) days with one and a half (1.5%) percent interest per month applied over forty five (45) days. Invoices outstanding over forty five (45) days will result in loss of access to the Service. Except to the extent that Agency has provided an exemption certificate, direct pay permit or other such appropriate documentation, TALX shall add to each invoice any sales, use, excise, value-added, gross receipts, services, consumption and other similar transaction taxes however designated that are properly levied by any taxing authority upon the provision of the Services, excluding, however, any state or local privilege or franchise taxes, taxes based upon TALX's net income and any taxes or amounts in lieu thereof paid or payable by TALX as a result of the foregoing excluded items. If payment is made by credit card, TALX will charge the credit card each month for transactions completed in the prior month.
- III) MODIFICATION OF SERVICE DESCRIPTION:** TALX may modify this Service Description on thirty (30) days notice to Agency. Agency may terminate the Service within thirty (30) days after notice of a modification to the Service Description on written notice to TALX. Absence of such termination shall constitute Agency's agreement to the modification.

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

**RESOLUTION NO. 11-892**

**IN THE MATTER OF APPROVING SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR JANITORIAL SERVICES:**

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

Whereas, the Facilities Supervisor recommends the ITB for Janitorial Services;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve The ITB for Janitorial Services.

**PUBLIC NOTICE  
INVITATION TO BID  
ITB #11-02 – JANITORIAL SERVICES**

Notice to bidders are posted on the internet and may be viewed on Delaware County's web page at <http://www.co.delaware.oh.us> under the heading Current Bids.

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 until 10:00 AM on Wednesday September 14, 2011, at which time they will be publicly opened and read and the contract awarded as soon as possible, for janitorial services for Delaware County

A pre-bid meeting and walk through will be held at 9:00 AM on Wednesday, September 7, 2011, starting at the Engineers' Complex, 50 Channing Street, Delaware, Ohio.

Each bid must contain the full name of every person or company interested in same, and be accompanied by an acceptable bid bond or certified check in the amount of \$500 made payable to Delaware County, Ohio. Bid specifications may be obtained by contacting the Delaware County Facilities Management Office at (740) 833-

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2280, email [jmelvin@co.delaware.oh.us](mailto:jmelvin@co.delaware.oh.us), or in person at 1405 US 23 North, Delaware, Ohio during normal business hours.

The County reserves the right to reject any and all bids, in whole or in part, to waive any defect in any or all bids, to accept the bid or part it deems to be the lowest and best. Bids shall be submitted in a sealed envelope marked "Sealed Bid for Janitorial Services" No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

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

**RESOLUTION NO. 11-893**

**IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE  
AND TIME FOR UNIFORM RENTAL SERVICES:**

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

Whereas, the Facilities Supervisor recommends the ITB for Uniform rental services;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the ITB for Uniform rental services.

**PUBLIC NOTICE  
INVITATION TO BID  
ITB #11-03 Uniform rental services**

Notice to bidders are posted on the Internet and may be viewed on Delaware County's web page at <http://www.co.delaware.oh.us> under the heading Current Bids.

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 until 10:00 AM on Tuesday September 13, 2011, at which time they will be publicly opened and read and the contract awarded as soon as possible, for Uniform Rental Services for Delaware County.

Each bid must contain the full name of every person or company interested in same, and be accompanied by an acceptable bid bond or certified check in the amount of \$500 made payable to the Delaware County, Ohio. Bid specifications may be obtained by contacting the Delaware County Facilities Management Office at (740) 833-2280, email [jmelvin@co.delaware.oh.us](mailto:jmelvin@co.delaware.oh.us), or in person at 1405 US 23 North, Delaware, Ohio during normal business hours.

The County reserves the right to reject any and all bids, in whole or in part, to waive any defect in any or all bids, to accept the bid or part it deems to be the lowest and best. Bids shall be submitted in a sealed envelope marked "Sealed Bid for Uniform Rental Services." No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

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

**RESOLUTION NO. 11-894**

**IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR VILLAS  
AT SELDOM SEEN, PHASE 2, PART 2:**

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

Whereas, the Director of Environmental Services recommends approval of the Sanitary Subdivider's Agreement for Villas at Seldom Seen, Phase 2, Part 2;

Therefore be it resolved, that the Board of Commissioners approve the Sanitary Subdivider's Agreement for Villas at Seldom Seen, Phase 2, Part 2.

**Villas at Seldom Seen, Phase 2, Part 2**

**SUBDIVIDER'S AGREEMENT  
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 22<sup>nd</sup> day of August 2011, by and between EPCON SELDOM SEEN, LLC herein after called "SUBDIVIDER", and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the **Villas at Seldom Seen, Phase 2, Part 2** Condominium Plat filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

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Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for Villas at Seldom Seen, Phase 2, Part 2, all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

**OPTIONS:**

- (1) Should SUBDIVIDER elect to record the plat prior to beginning construction, SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$19,020.00**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should SUBDIVIDER elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary unless the SUBDIVIDER elects to record the plat prior to final acceptance of the construction. At that time, the SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the SANITARY ENGINEER.

The SUBDIVIDER hereby elects to use Option 2 for this project.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or the contractor's agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be replaced by the SUBDIVIDER, when in the opinion of the COUNTY, the representative's performance is deemed inadequate.

The SUBDIVIDER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this Subdivision.

Should the SUBDIVIDER become unable to carry out the provisions of this AGREEMENT, the SUBDIVIDER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this AGREEMENT.

**SANITARY SEWER CONSTRUCTION**

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall pay the DELAWARE COUNTY SANITARY ENGINEER **\$665.70**, which is equal to three and one-half percent (3½%) of the estimated construction cost of the IMPROVEMENTS for plan review. The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$1,650.00** estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of **\$500.00** or less, as a result of charges against the same at the rate of:

INSPECTOR \$75.00 per hour  
CAMERA TRUCK \$150.00 per hour

for time spent by said SANITARY ENGINEER or his or her staff, the SUBDIVIDER shall make an additional deposit of **\$500.00** to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.



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The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of -way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- (1) "as built" drawings of the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in DWG format & PDF format.
- (2) An excel spreadsheet, from a template as provided by the DELAWARE COUNTY SANITARY ENGINEER, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) an itemized statement showing the cost of IMPROVEMENTS
- (4) an Affidavit or waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.
- (5) documentation showing the required sanitary sewer easements

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or its agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

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

**RESOLUTION NO. 11-895**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE AUDITOR’S OFFICE, CLERK OF COURTS OFFICE AND THE 911 DEPARTMENT:**

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

Supplemental Appropriation			
10010101-5120	Auditor/PERS	\$	965.00
10010101-5101	Auditor/Health Insurance	\$	6,000.00
10020201-5120	Clerk of Courts/PERS	\$	1,024.00

Supplemental Appropriation			
21411306-5250	911/Minor Tools & Equip	\$	27,340.00

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

**RESOLUTION NO. 11-896**

**IN THE MATTER OF APPROVING THE FINAL SCHEDULE OF CONSTRUCTION ASSESSMENTS FOR THE O’BRIEN DRAINAGE IMPROVEMENT PROJECT:**

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

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WHEREAS, with Resolution No. 11-253 The Delaware County Commissioners establishing a drainage maintenance account and approving the drainage maintenance easements for the O’Brien Id #1102 And #1103 Drainage Improvement Project, And

WHEREAS, the final schedule of construction assessments was to be approved after the bond was issued and the interest rates were determined, and

WHEREAS, the interest rate of the bond for the borrowing of the money is approximately 2.1%

THEREFORE BE IT RESOLVED, The Delaware County Commissioners approves the final schedule of construction assessments for the O’Brien Id #1102 And #1103 Drainage Improvement Project. (Copy available in the Commissioner’s Office until no longer of administrative value).

FURTHER BE IT RESOLVED, THAT The Commissioners’ Office will supply to the Auditor’s Office the final schedule of construction assessments with the interest rates for the assessments. Eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited, to pay their assessments with the interest rate on the installments.)

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

**RESOLUTION NO. 11-897**

**IN THE MATTER OF SUPPORTING THE OHIO CULTURAL FACILITIES COMMISSION GRANT TO THE LITTLE BROWN JUG SOCIETY:**

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

WHEREAS, Delaware County was established in 1808, just five years after Ohio achieved statehood, and the Delaware County Fair had its beginnings in 1834 as an exhibition and show of domestic animals and manufactures for the citizens of Delaware County; and

WHEREAS, the first county fair was held partly in the public square, with exhibitions of Domestic Manufactures taking place in the Courthouse and the show of animals occurring in an adjacent lot; and

WHEREAS, the first Little Brown Jug premier racing event was offered in 1946 in conjunction with the Delaware County Fair, and Curly Smart, a hometown Delaware boy drove the winner; and

WHEREAS, the Delaware County Board of Commissioners (the “Board”) has a long history of supporting the Delaware County Fair and the Little Brown Jug for the good of the citizens of Delaware County; and

WHEREAS, the Little Brown Jug Society has been awarded funding from the Ohio Cultural Facilities Commission (“OCFC”) for the display of murals at the Delaware County Fairgrounds; and

WHEREAS, the Board wishes to express its support for the Ohio Cultural Facilities Commission’s grant to the Little Brown Jug Society;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio;

Section 1. The Board hereby expresses its support for the OCFC grant to the Little Brown Jug Society for the display of murals at the Delaware County Fairgrounds.

Section 2. The Board hereby pledges its commitment to support the display of the murals at the Delaware County Fairgrounds for at least fifteen years, in accordance with OCFC requirements.

Section 3. The Board directs the Clerk of the Board to certify a copy of this Resolution to the OCFC, the Delaware County Agricultural Society, and the Little Brown Jug Society.

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

**COMMISSIONERS’ COMMITTEES REPORTS**

**Commissioner O’Brien**  
**-Attended The Opening Of The Olentangy Berkshire Middle School**

**Commissioner Thompson**  
**-Attend The Chapel Ceremony At Ohio Wesleyan University For The Welcome Back Of The Students**

**Commissioner Stapleton**

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- Attended The AEP Open House For The Sub-Station Improvement In Berkshire/Trenton Townships
- Attended The Dedication Of The Jim Moore Field At The Delaware City Airport
- Oterbien Is Back In Session
- Regional Planning Meeting Later In The Week
- Work Session Later Today
- On Friday Will Attend The CORSA Meeting

RESOLUTION NO. 11-898

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; FOR PENDING OR IMMINENT LITIGATION AND TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES AND FOR COLLECTIVE BARGAINING:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to adjourn into Executive Session at 10:12AM.

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

RESOLUTION NO. 11-899

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 10:50AM.

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

There being no further business, the meeting adjourned.

1:30PM WORK SESSION

- 1.        **Ken Garee, National Pork Board**  
            **Presentation Will Cover:**
  - Trends In The Farm Economy That Affect Jobs And Economic Development
  - How U.S. Producers Have Become The World’s Largest Pork Exporter
  - How Pork Producers Have Met Consumers’ Demand For Lean, Nutritious, Affordable Food
  - How Advancements In Pork Production Practices Protect The Land We All Live On
- 2.        **Chris Bauserman, County Engineer**  
            **Memorandum Of Understanding Between The Delaware County Board Of Commissioners, The Delaware County Drainage Engineer And The Village Of Ostrander Regarding Administration Of The Ostrander Drainage, Erosion And Sediment Control (DESC) Program By The County Drainage Engineer**
- 3.        **Other Business To Come Before The Board**

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Ken O’Brien

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Dennis Stapleton

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Tommy Thompson