

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 9, 2012

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. 12-14

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 5, 2012:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on January 5, 2012; 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. 12-15

IN THE MATTER OF RE-ORGANIZATION OF BOARD OF COMMISSIONERS – PRESIDENT:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to appoint Dennis Stapleton as President of the Board of Commissioners for the year 2012.

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

RESOLUTION NO. 12-16

IN THE MATTER OF RE-ORGANIZATION OF BOARD OF COMMISSIONERS - VICE-PRESIDENT:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to appoint Ken O'Brien as Vice President of the Board of Commissioners for the year 2012.

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

RESOLUTION NO. 12-17

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0106:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0106 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Amount	Number
R1201166	KECK PHD, GREGORY C	POST ADOPT SPECIAL SVCS SUBSIDY	22511607 - 5350	\$6,000.00	0001
R1201167	KINDERCARE LEARNING CENTER	DAYCARE	22511607 - 5348	\$6,000.00	0001
R1201180	COMPMANAGEMENT INC	WORKERS COMP CLAIM ACTIVITY	61311923 - 5370	\$100,000.00	0001
R1201183	DOWNES FISHEL HASS KIM LLP	LEGAL SERVICES	10011108 - 5361	\$7,000.00	0001
R1201190	JOB & FAMILY SERVICES, OHIO DEPT OF	UNEMPLOYMENT COMPENSATION	10011108 - 5370	\$12,000.00	0001

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R1201201	SEDGWICK CLAIMS MANAGEMENT	QUARTERLY INSTALLMENT FEES	61311923 - 5301	\$25,000.00	0001
R1201203	THOMAS & COMPANY LPA	LEGAL SERVICES WORKERS COMP	61311923 - 5361	\$10,000.00	0001
R1201275	B & C COMMUNICATIONS INC	MAINTENANCE CONTRACT 2012	21411306 - 5325	\$21,700.00	0001

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

RESOLUTION NO. 12-18**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Emergency Medical Services Department is requesting that EMS Employees participate in International Trauma Life Support Courses at various times during 2012 in Delaware County; at the cost of \$1,800.00 (Fund Number 10011303).

The Emergency Medical Services Department is requesting that EMS Employees participate in Geriatric Education Courses at various times during 2012 in Delaware County; at no cost.

The Emergency Medical Services Department is requesting that EMS Employees participate in Basic Life Support CPR Courses at various times during 2012 in Delaware County; at the cost of \$150.00 (Fund Number 10011303).

The Emergency Medical Services Department is requesting that EMS Employees participate in Advance Cardiac Life Support Courses at various times during 2012 in Delaware County; at the cost of \$200.00 (Fund Number 10011303).

The Emergency Medical Services Department is requesting that EMS Employees participate in Pediatric Education for Pre Hospital Courses at various times during 2012 in Delaware County; at no cost.

The Emergency Medical Services Department is requesting that EMS Instructors participate in EMPACT Instructor Courses at various times during 2012 on-line; at the cost of \$400.00 (Fund Number 10011303).

The Emergency Medical Services Department is requesting that EMS Instructors participate in Instructor Recertification at various times during 2012 in Delaware County; at the cost of \$150.00 (Fund Number 10011303).

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

RESOLUTION NO. 12-19**IN THE MATTER OF CHANGING THE STARTING TIME FOR THE MONDAY MARCH 12TH, 2012 COMMISSIONERS' SESSION TO 5:00PM:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to change the starting time for the Monday March 12, 2012 Commissioners' Session to 5:00PM.

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

RESOLUTION NO. 12-20**IN THE MATTER OF CANCELING THE CONTINUATION OF THE FINAL HEARING FOR THE PEACHBLOW ROAD AND CONNER LANE WATERSHED (MIDWAY GARDENS) DRAINAGE IMPROVEMENT PETITION PROJECT SCHEDULED FOR MONDAY JANUARY 23, 2012 AT 10:30AM:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to cancel the continuation of the final hearing for the Peachblow Road And Conner Lane Watershed (Midway Gardens) Drainage Improvement Petition Project scheduled for Monday January 23, 2012 At 10:30AM.

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

RESOLUTION NO. 12-21**IN THE MATTER OF SETTING A REVISED DATE AND TIME FOR THE CONTINUATION OF THE FINAL HEARING FOR THE PEACHBLOW ROAD AND CONNER LANE WATERSHED (MIDWAY GARDENS) DRAINAGE IMPROVEMENT PETITION PROJECT:**

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

Whereas, on the 7th day of November, 2011, the Board of County Commissioners of Delaware County opened the final hearing to determine if action is necessary, conducive to public welfare, and the benefits derived would exceed the cost incurred for The Peachblow Road and Conner Lane Watershed (Midway Gardens) Drainage Improvement Petition Project; and

Whereas, further review by The Delaware County Engineer was requested; and

Whereas, with Resolution No. 11-1306 The Board of County Commissioners of Delaware County continued The Final Public Hearing For Consideration Of The Peachblow Road And Conner Lane Watershed (Midway Gardens) Drainage Improvement Petition To Monday January 23, 2012 At 10:30AM; and

Whereas, the Delaware County Engineer has notified the Board of County Commissioners of Delaware County that a revised schedule of assessments for the construction of the Peachblow Road and Conner Lane Watershed (Midway Gardens) Drainage Improvement Petition Project is ready for their review and consideration; and

Whereas, in order to provide proper notice to the landowners in the watershed of the revised assessments the continuation of the final hearing scheduled for Monday January 23, 2012 has been canceled to allow for the setting of a revised date and time;

Therefore be it Resolved, the Board of County Commissioners of Delaware County have fixed **Monday the 12th day of March, 2012, at 6:00PM** at the Commissioners Hearing Room 101 North Sandusky Street Delaware, Ohio as the time and place of the continuation of final hearing by the Commissioners on the report of the County Engineer.

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

RESOLUTION NO. 12-22

IN THE MATTER OF ACCEPTING THE AWARD OF THE OHIO DEPARTMENT OF YOUTH SERVICE JUVENILE ACCOUNTABILITY BLOCK GRANT FOR DELAWARE COUNTY JUVENILE COURT:

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

WHEREAS, the Delaware County Juvenile Court has applied for and been awarded the Juvenile Accountability Block grant (the "Grant"); and

WHEREAS, the Grant will be used to fund the Suspension Alternative Supervisor and

WHEREAS, a local match of \$1,111 is required for the Grant and will be paid out of the Juvenile Court appropriations and,

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by appointing Delaware County Juvenile Court Administrator David A. Hejmanowski as the designated official;

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

Section 1. The Board hereby accepts the award of the Grant as follows:

Grant # 2010-JB-011-B089
Source: Ohio Department of Youth Services
Grant Period: 1-1-12 thru 12-31-12

Federal Grant Amount:	\$ 10,000.00
Local Match:	<u>1,111.00</u>
Total Grant Amount:	\$ 11,111.00

Section 2. The Board hereby designates Delaware County Juvenile Court Administrator David A. Hejmanowski as the designated official for the Grant.

Section 3. The Board hereby authorizes Court Administrator Hejmanowski, as the designated official, to execute the Grant agreement and any reports and administrative documents for the Grant.

Section 4. When reports or administrative documents require execution by the designated official, a copy of the report or documents will be on file at the Juvenile Court office of fiscal and grants.

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

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RESOLUTION NO. 12-23

IN THE MATTER OF APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE CALLOS COMPANIES FOR TEMPORARY STAFFING:

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

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

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following Professional Services Agreement with Callos Companies for temporary staffing.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement"), is made and entered into this *9th day of January 2012*, by and between THE CALLOS COMPANIES, (hereinafter "CALLOS") with its local place of business located at 6547 E. Livingston Ave., Reynoldsburg, OH 43068, and the Delaware County Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Delaware County Department of Job and Family Services (hereinafter "DCDJFS"), whose address is 140 N. Sandusky Street, Delaware, OH 43015. (collectively the "Parties").

Background

CALLOS is in the business of providing temporary staffing temp to permanent, right to hire, direct placement and professional/business consultants (the "CALLOS consultants"). DCDJFS is in need of the services of CALLOS. Accordingly, in consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

Terms

1. Scope of Services. This agreement shall be in effect from *January 9th 2012* through December 31, 2012 unless terminated in writing by either party pursuant to Article 4 or Article 24. CALLOS shall provide the services of the CALLOS employees to DCDJFS. DCDJFS shall authorize specific assignments for the CALLOS employees by placing a Job Order with CALLOS in the form set forth on Exhibits A ("Job Order") which is attached hereto and by this reference fully incorporated as if fully re-written here. Unless the parties agree otherwise in writing, no obligation shall be incurred by either party unless a Job Order has been executed by both parties. Before placing an CALLOS employee on an assignment, DCDJFS may interview and accept or reject a particular person based on the specific skills needed for the assignment. Other Terms and Conditions are set forth in Exhibit B ("Proposal").

2. Fees. DCDJFS shall review and approve time and expense reports, unless provided otherwise in the Job Order of each CALLOS employee promptly at the end of each week. DCDJFS will pay CALLOS for all time expended and expenses incurred by CALLOS employees in fulfilling the DCDJFS Job Order as set forth in the approved time and expense reports, at the rate specified on the applicable Job Order.

3. Payment of Fees. CALLOS shall submit invoices detailing charges to DCDJFS weekly, as described in the relevant Job Order. These invoices will list the name of each CALLOS employee assigned to DCDJFS and all charges and expenses applicable to each CALLOS employee in fulfilling the DCDJFS Job Order. Unless otherwise specified in a validly executed Job Order, DCDJFS shall pay to CALLOS the total amount set forth on each invoice within thirty (30) days of the invoice date (the "Due Date"). DCDJFS will pay CALLOS for all work performed by CALLOS employees up to and including the effective date of any such termination. The total amount of compensation under this contract shall not exceed \$20,000.00.

4. Termination of Work Orders. All work performed by CALLOS consultants under the Job Order shall be subject to DCDJFS's reasonable satisfaction and approval. Any individual Job Order may be terminated by either party by providing written notice to the other party. If DCDJFS determines that any work performed by CALLOS employees under the Job Order is unsatisfactory, DCDJFS may request CALLOS to correct such performance by giving written notice (a "Deficiency Notice") specifying the particular Job Order and the nature of the deficient performance to CALLOS appropriate representative. CALLOS shall promptly take steps to correct the deficient performance to the reasonable satisfaction of DCDJFS. DCDJFS will pay CALLOS for all work performed under any terminated Job Orders up to and including the effective date of DCDJFS's written notice of termination.

5. Replacement. If an CALLOS employee leaves the employ of CALLOS or becomes sick, disabled, or otherwise incapacitated or unable to perform the services assigned in the Job Order, CALLOS shall use reasonable efforts to replace such person with another of similar qualifications.

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6. Advertising. CALLOS shall have the right to include DCDJFS's name in a general listing of users of its services, however, neither party shall use any trademark owned by the other without advance written consent from the owner.

7. Severability. If one or more of the provisions contained in this Agreement for any reason is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such provisions shall not affect any other provision in the Agreement.

8. Entire Agreement; Amendment. This Agreement together with the Job Order, and all validly executed supplemental Job Orders, constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written proposals, negotiations, and agreements concerning such subject matter. This Agreement may not be amended or modified except by a further written agreement, attached as an addendum and signed by the parties hereto specifically referencing this Agreement.

9. Assignment. Neither DCDJFS nor CALLOS will assign, transfer, or subcontract any of its rights, obligations, or duties hereunder without the prior written consent of the other party.

10. Waiver. No failure or delay on the part of any party hereto in exercising any right or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or of any other right or remedy. No provision of this Agreement may be waived except in a writing signed by the party granting such waiver.

11. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors, legal representatives, and permitted assigns.

12. Force Majeure. Neither party shall be liable for failure or delay in performance of its obligations hereunder when such failure or delay is caused by acts of God, flood, hurricane, extreme weather, fire or other natural calamity, acts of governmental agencies, or similar causes beyond the control of such party. If for any of the reasons set forth above either party shall be unable to perform any obligation when due, such party shall immediately notify the other party of such inability and of the period over which such inability is expected to continue. Affected obligations of the parties shall be temporarily suspended during the period of Force Majeure and the time for performance under this Agreement shall, as applicable, be extended by the duration of any such period. If the delay continues for a period of 15 days or more, however, either party may terminate this Agreement by written notice to the other.

13. Relationship of Parties. CALLOS is an independent contractor. Neither CALLOS nor any of its employees or representatives shall be considered employees of DCDJFS, the Board, or Delaware County. Further, neither party shall represent itself to be the agent, employee, partner, or joint venture partner of the other party and may not obligate the other party or otherwise cause the other party to be liable under any contract or otherwise. CALLOS shall be solely responsible for payment of its taxes and payment of its employees, including payment of applicable federal income tax, social security, worker's compensation, unemployment insurance, and other legal requirements.

DCDJFS understands assigned resources are the sole product of CALLOS and is thus prohibited from converting or transferring the employment of any CALLOS employee to DCDJFS or another Agency/Service for any reason without written approval of a qualified CALLOS representative.

CALLOS employees are not entitled to benefits enjoyed by employees of DCDJFS, the Board, or Delaware County.

14. Attorney's Fees and Costs. In the event of any dispute arising out of or related to this Agreement (and its exhibits), each party shall be responsible for its own costs and attorney's fees.

15. Duly Authorized Signatures. CALLOS states and agrees that the individual(s) who, on behalf of CALLOS, have reviewed this Agreement and effectuate this Agreement attaching their signatures below are officers of CALLOS and are authorized to and have authority to enter this Agreement on behalf of CALLOS and by so signing have authority to bind and does bind CALLOS to any and all terms of this Agreement

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

17. DMA Form Statement. CALLOS certifies that it does not provide material assistance to any organization on the United States department of state terrorist exclusion list. Pursuant to R.C. § 2909.33, CALLOS agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement

18. Campaign Finance – Compliance with ORC § 3517.13. Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a

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cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

19. Findings for Recovery. CALLOS certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

20. Non-Discrimination. CALLOS shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, sexual orientation, or disability. CALLOS shall take affirmative action to ensure that applicants and employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, sexual orientation, or disability. The implementation of this Agreement will be carried out in strict compliance with all federal, state, or local laws regarding discrimination in employment.

In the event CALLOS is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or any provision of Section 20 of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part by DCDJFS and CALLOS may be declared ineligible for future Contracts with DCDJFS.

21. DCDJFS Indemnification. To the fullest extent permitted by law, CALLOS agrees to indemnify and save and hold DCDJFS, Delaware County, the Delaware County Board of Commissioners and/or their respective officers, employees, agents, servants, representatives and volunteers ("Indemnified Parties") free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any incident, damages, injury, accident or occurrence related in any manner to CALLOS's performance of or the performance of CALLOS's employees pursuant to this Agreement. CALLOS shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the Indemnified Parties by reason of CALLOS's performance of or the performance of CALLOS's employees pursuant this Agreement, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.

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

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

Prior to commencement of this Agreement, the CALLOS shall present to the DCDJFS current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Agreement.

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

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

Prior to the destruction of any records related to performance of this Agreement, regardless of who holds such records, CALLOS shall contact the Department in writing to obtain written notification that such records may be

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destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

24. Termination:

A. Termination for the Convenience

Either Party may terminate this Agreement at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Party. CALLOS shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. Breach or Default:

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

C. Effect of Waiver of any Occurrence of Breach or Default:

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

25. Notices: All notices which may be required by this Agreement or by operation of any rule of law shall be hand delivered, sent via certified United States Mail, return receipt requested, sent via a nationally recognized and reputable overnight courier, return receipt requested, or via facsimile, to the following individuals at the following addresses and shall be effective on the date received :

County:

Angela Thomas
Acting Director
Delaware County Department of Job and Family Services
140 North Sandusky Street, 2nd Floor
Delaware, Ohio 43015

Fax: (740) 833-2299

CALLOS:

CALLOS
6547 E. Livingston Ave.
Reynoldsburg, OH 43068

Fax: (614)575-8612

26. Drug-Free Workplace: CALLOS agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. CALLOS shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

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

**Exhibit A
JOB ORDER**

1. DCDJFS Company and Address: Delaware County Job and Family Services
2. DCDJFS Contact Name: Angela Thomas

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3. Services to be Provided:
Per Agreed Work Order
4. CALLOS Employee Name: To be provided
5. Start Date: Continuation
6. Hourly Bill Rate: Worker Rate Per Agreed Work Order Plus 19%

This Job Order constitutes the Job Order referred to in the Master Contract Agreement between CALLOS and DCDJFS. IN WITNESS WHEREOF, the parties have executed these Job Orders on the date set forth above:

All communication should be directed to CALLOS at the address as follows:

CALLOS
6547 East Livingston Ave., Reynoldsburg, OH 43068
Ph: (614)575-4900
Fax: (614)575-8612

Exhibit B
Proposal to:
Delaware County Job & Family Services
140 N. Sandusky St.
Delaware, OH 43015
(740) 833 - 2335
Submitted By: Brian Neal
6547 E. Livingston Ave.
Reynoldsburg, OH 43068
Ph. (614) 575 - 4900
Fax (614) 575 - 8612
Cell (614) 571 - 7152
bneal@callos.com
April 1, 2010

THE COMPANY

Established in 1965, The Callos Companies provide a variety of services including:

- Temporary Employees
- Payroll Services
- Employee Leasing
- Executive Recruiting and Placement
- Outplacement Service
- Risk Management
- Contract Services
- Insurance/Financial Services

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

The Callos Companies subscribe to a policy of equal opportunity. Employees and applicants for employment will not be discriminated against on the basis of age, race, creed, national origin, ancestry, physical or mental handicap, marital status, religious persuasion, veteran status, political beliefs, sexual preference, or citizenship in any employment decisions. All employment related decisions are based solely on relevant criteria including training, experience, and suitability.

HISTORY OF COMPANY

- The Callos Companies employed over 16,000 associates last year.
- The Callos Companies are the largest independent supplier of temporary help in Ohio, Pennsylvania, and Kentucky.

RECRUITMENT EFFORT

The Callos Companies interview and test over 2,000 applicants every month in 19 locations.

Temporary employees are recruited through:

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- Advertising
- Employee Referrals
- Recruiting Sessions at Local Colleges and Vocational Schools
- Customer Referrals
- On-site Recruits
- Vendor on Premises Staffing
- Internet/Job Posting

TESTING, INTERVIEWING AND INDOCTRINATION

- Before any Callos employee is sent on an assignment, thorough interviewing, testing and indoctrination procedures are performed.
- Light industrial employees are given a general math, measurement, and comparison test
- **Custom testing can be arranged at the customer's request.**
- As a special service to our customers, we will gladly evaluate any of your employees using the Kenexa Prove It! system, FREE OF CHARGE.
- Each employee is interviewed in depth.
- A reference check is conducted by our office staff on every employee.
- Clerical candidates are tested using the Kenexa Prove It.
 - Over 400 Tests including clerical, software, technical, industrial, call center and more.
 - Kenexa Prove It! gives us the power to identify and select the most talented candidates and employees.
 - Kenexa Prove It! delivers measurable results in a variety of categories:
 - Software Skills**-(Word, Excel PowerPoint, Windows, Access and Illustrator)
 - Industrial Skills**-(Electrical, General Safety, Plumbing, HVAC, Auto, and Carpentry)
 - Office Skills**-(Accounting, Legal, Medical, Customer Service, Typing and Data Entry)
 - Call Center**-(Call Center Environment, Spelling, Customer Service, Data Entry, and Listening Skills)

MANDATE

The Callos Companies are committed to providing superior, cost effective personnel services to our clients, through careful recruiting and evaluation of candidates, flexibility in our service programs, and a well-trained and motivated professional staff.

QUALITY CONTROL

- Arrival check
- Quality check calls
- Customer comment cards

TERMS AND CONDITIONS

Rate Increases

- The rates quoted in this proposal are good for one year unless otherwise notified in writing.
- Rates subject to change upon one payroll period's notice

Indemnity

Callos employees are prohibited from operating forklifts, high lifts, cranes, trucks or automobiles on or off the client company's premises without prior written approval from Callos. Client company will be responsible for all O.S.H.A. safety and health requirements, including necessary related training for temporary employees provided by Callos.

Separation – Liquidation

The Callos Companies go through considerable time, effort and expense to attract qualified temporary employees, screen them, test them and, subsequently, orient them for their assignment with our client companies. In exchange for this effort, clients are prohibited from hiring temporaries onto their payroll prior to the completion of 500 hours unless a separation fee is paid. Also, should you choose to hire on our temporaries for any position other than where he or she was originally placed the same separation fee will apply. This agreement is binding for six months past employee's last day worked. The fee structure follows:

For every straight time billed hour less than 500 hours, the client agrees to pay a separation charge as follows:

- | | |
|---------------------------|--------------|
| • Blue collar temporaries | \$5.00/hour |
| • Clerical/secretary | \$7.50/hour |
| • Professional | \$10.00/hour |

Overtime

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- The work week for The Callos Companies is Sunday through Saturday
- Employee will be paid time and one-half on any hours over (40) forty, in accordance with the Federal Wage and Hour Laws.

Invoicing and Management Reports

- You will receive weekly or bi-weekly invoices for hours worked by our employees and authorized by your company's supervisors.
- Customize our invoices to assist with labor cost analysis.
- Invoices are due upon receipt.
- Pricing errors must be resolved within thirty days of the invoice date. Clients failure to notify Callos of potential pricing errors within that timeframe indicate the clients agreement that the prices charged are correct.
- **Non-exempt clients will also see a separate charge for sales service tax.**

CALLOS WEB CENTER

Callos staffing clients have access to our Web Center Portal which provides real-time access to information. Completely integrated, the Callos Web Center allows our clients to work directly with us on applications ranging from time entry to requisition management. The list of standard reports, available free of charge, includes:

- Time sheet details
- Assignment start and end dates
- Pay history by employee
- Paid hours by department
- Invoice detail
- Overtime by department
- Customized management reports

TAX AND RECORD KEEPING LIABILITY

Your weekly or bi-weekly invoice is your only cost or financial obligation. The Callos Companies are responsible for withholding, payment, and reporting for all federal, state and local payroll taxes, social security, unemployment compensation premiums, workers compensation, and all paycheck and W-2 processing costs. The Callos Companies are responsible for all of our employees in satisfying the Tax Equity Act of '86, Section 89.

EMPLOYEE BENEFITS

Employee benefits attract better quality employees and improve retention. Qualifying temporaries enjoy paid vacation, holiday pay, and bonuses. Our employee benefits package is outlined below:

- Vacation pay – Employees working over 2,000 hours in a 12-month period at the same client location will receive one (1) week paid vacation. The time worked must be consecutive with no lay offs or other breaks in employment. The calendar period begins with the first day worked which is considered the associate's anniversary date. The maximum on this benefit is one (1) week of vacation within one (1) calendar year.
- Holiday pay – Employee must have 2,000 total hours in a 12-month period (at the same client location), and work the scheduled days before and after the holiday. The time paid will be a regularly hour rate.

The Callos Companies offer a Minimedical Insurance Plan through Allstate featuring:

- Affordable limited group health insurance
- \$15 office visit co-pay with a national network
- Includes prescription drug coverage
- Guaranteed insurability – no medical questions
- Optional dental, short term disability & term life insurance

BONUSES FOR TEMPORARY EMPLOYEES

- Employee Referral Bonus of \$25.00 will be paid to an employee if one refers another qualified temporary to us and they work 100 hours as a Callos employee.
- Safety Incentive Program Bonuses – Any temporary employee working on a light industrial assignment for a total of 1,000 hours in a 6-month period with no accidents reported will receive \$25.00 bonus.
- Any temporary employee working on a light industrial assignment for a total of 2,000 hours in a twelve (12) month period with no accidents reported will receive a \$50.00 bonus.

Payroll Temporary Proposal

Callos provides payroll services to our clients to satisfy a variety of client hiring situations. Payrolling service differs

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from conventional temporary service in two basic ways:

- Callos is not the source of the employee. A candidate identified by the client through advertising, referral, or any other means can be put on the Callos payroll for an indefinite period of time.
- Because we have no costs in recruiting or screening the employee, our rates are lower than those for "conventional" temporaries.
- Evaluate new workers on the job, without risk, while you decide if you want to make a full-time commitment.
- Hire for short or long term projects, (2 weeks - 2 years or more) and terminate assignments without unemployment claims.
- The client dictates the pay rates including periodic increases, if any, and can hire the employee at any time, at no fee.
- Retain consultants and independent contractors without paperwork.
- Avoid the time, costs of paperwork and liabilities for probationary or seasonal employees including: new hire reporting, garnishment processing, exposure to workers' compensation and unemployment claims, and W-2 issuance.

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

RESOLUTION NO. 12-24

IN THE MATTER OF APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND ATRIUM PERSONNEL & CONSULTING SERVICES:

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

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

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following Professional Services Agreement with Atrium Personnel & Consulting Services for temporary staffing.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement"), is made and entered into this 9TH day of January 2012, by and between Atrium Personnel & Consulting Services., an Ohio LLC, (hereinafter "ATRIUM") with its local place of business located at 120 East High Street, Mount Vernon, Ohio 43050, and the Delaware County Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky St, Delaware, Ohio 43015, and Delaware County Department of Job and Family Services (hereinafter "DCDJFS"), whose address is 140 N. Sandusky Street, Delaware, OH 43015. (collectively the "Parties").

Background

ATRIUM is in the business of providing temporary staffing temp to permanent, right to hire, direct placement and professional/business consultants (the "ATRIUM consultants"). DCDJFS is in need of the services of ATRIUM. Accordingly, in consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

Terms

1. Scope of Services. This agreement shall be in effect from *January 9, 2012* through December 31, 2012 unless terminated in writing by either party pursuant to Article 4. ATRIUM shall provide the services of the ATRIUM employees to DCDJFS. DCDJFS shall authorize specific assignments for the ATRIUM employees by placing a Job Order with ATRIUM in the form set forth on Exhibits A ("Job Order") which is attached hereto and by this reference fully incorporated as if fully re-written here. Unless the parties agree otherwise in writing, no obligation shall be incurred by either party unless a Job Order has been executed by both parties. Before placing an ATRIUM employee on an assignment, DCDJFS may interview and accept or reject a particular person based on the specific skills needed for the assignment. DCDJFS may hire an ATRIUM employee with no additional hiring, or other, fees after 480 working hours. If DCDJFS desires to hire the Atrium employee prior to the completion of the 480 working hours, a fee of 18% of the base salary offered by DCDJFS will be incurred by DCDJFS. The base salary is calculated as 2000 hours times the hourly pay rate offered by DCDJFS. This fee would not apply should the employee be hired by DCDJFS in a position other than the position they were placed in by ATRIUM.

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2. Fees. DCDJFS shall review and approve time and expense reports, unless provided otherwise in the Job Order of each ATRIUM employee promptly at the end of each week. DCDJFS will pay ATRIUM for all time expended and expenses incurred by ATRIUM employees as set forth in the approved time and expense reports, at the rate specified on the applicable Job Order.

3. Payment of Fees. ATRIUM shall submit invoices detailing charges to DCDJFS weekly, as described in the relevant Job Order. These invoices will list the name of each ATRIUM employee assigned to DCDJFS and all charges and expenses applicable to each ATRIUM employee. Unless otherwise specified in a validly executed Job Order, DCDJFS shall pay to ATRIUM the total amount set forth on each invoice within thirty (30) days of the invoice date (the "Due Date"). DCDJFS will pay ATRIUM for all work performed by ATRIUM employees up to and including the effective date of any such termination. The total amount of compensation under this contract shall not exceed \$20,000.

4. Termination of Work Orders. All work performed by ATRIUM consultants under the Job Order shall be subject to DCDJFS's reasonable satisfaction and approval. Any individual Job Order may be terminated by either party by providing written notice to the other party. If DCDJFS determines that any work performed by ATRIUM employees under the Job Order is unsatisfactory, DCDJFS may request ATRIUM to correct such performance by giving written notice (a "Deficiency Notice") specifying the particular Job Order and the nature of the deficient performance to ATRIUM appropriate representative. ATRIUM shall promptly take steps to correct the deficient performance to the reasonable satisfaction of DCDJFS. DCDJFS will pay ATRIUM for all work performed under any terminated Job Orders up to and including the effective date of DCDJFS's written notice of termination.

5. Replacement. If an ATRIUM employee leaves the employ of ATRIUM or becomes sick, disabled, or otherwise incapacitated or unable to perform the services assigned in the Job Order, ATRIUM shall use reasonable efforts to replace such person with another of similar qualifications.

6. Advertising. ATRIUM shall have the right to include DCDJFS's name in a general listing of users of its services, however, neither party shall use any trademark owned by the other without advance written consent from the owner.

7. Severability. If one or more of the provisions contained in this Agreement for any reason is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such provisions shall not affect any other provision in the Agreement.

8. Entire Agreement; Amendment. This Agreement together with the Job Order, and all validly executed supplemental Job Orders, constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written proposals, negotiations, and agreements concerning such subject matter. This Agreement may not be amended or modified except by a further written agreement, attached as an addendum and signed by the parties hereto specifically referencing this Agreement.

9. Assignment. Neither DCDJFS nor ATRIUM will assign, transfer, or subcontract any of its rights, obligations, or duties hereunder without the prior written consent of the other party.

10. Waiver. No failure or delay on the part of any party hereto in exercising any right or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or of any other right or remedy. No provision of this Agreement may be waived except in a writing signed by the party granting such waiver.

11. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors, legal representatives, and permitted assigns.

12. Force Majeure. Neither party shall be liable for failure or delay in performance of its obligations hereunder when such failure or delay is caused by acts of God, flood, hurricane, extreme weather, fire or other natural calamity, acts of governmental agencies, or similar causes beyond the control of such party. If for any of the reasons set forth above either party shall be unable to perform any obligation when due, such party shall immediately notify the other party of such inability and of the period over which such inability is expected to continue. Affected obligations of the parties shall be temporarily suspended during the period of Force Majeure and the time for performance under this Agreement shall, as applicable, be extended by the duration of any such period. If the delay continues for a period of 15 days or more, however, either party may terminate this Agreement by written notice to the other.

13. Relationship of Parties. ATRIUM is an independent contractor. Neither ATRIUM nor any of its representatives shall be considered employees of DCDJFS. Further, neither party shall represent itself to be the agent, employee, partner, or joint venture partner of the other party and may not obligate the other party or otherwise cause the other party to be liable under any contract or otherwise. ATRIUM shall be solely responsible for payment of its taxes and payment of its employees, including payment of applicable federal income tax, social security, worker's compensation, unemployment insurance, and other legal requirements.

DCDJFS understands assigned resources are the sole product of ATRIUM and is thus prohibited from converting or

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transferring the employment of any ATRIUM employee to DCDJFS or another Agency/Service for any reason without written approval of a qualified ATRIUM representative.

ATRIUM employees are not entitled to benefits enjoyed by employees of DCDJFS or Delaware County

14. Duly Authorized Signatures. ATRIUM states and agrees that the individual(s) who, on behalf of ATRIUM, have reviewed this Agreement and effectuate this Agreement attaching their signatures below are officers of ATRIUM and are authorized to and have authority to enter this Agreement on behalf of ATRIUM and by so signing have authority to bind and does bind ATRIUM to any and all terms of this Agreement

15. DMA Form Statement. ATRIUM certifies that it does not provide material assistance to any organization on the United States department of state terrorist exclusion list. Pursuant to R.C. § 2909.33, ATRIUM agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement

16. Findings for Recovery. ATRIUM certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

17. Non-Discrimination. ATRIUM shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, sexual orientation, or disability. ATRIUM shall take affirmative action to ensure that applicants and employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, sexual orientation, or disability. The implementation of this Agreement will be carried out in strict compliance with all federal, state, or local laws regarding discrimination in employment.

In the event ATRIUM is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or any provision of Section 19 of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part by DCDJFS and ATRIUM may be declared ineligible for future Contracts with DCDJFS.

18. DCDJFS Indemnification. To the fullest extent permitted by law, ATRIUM agrees to indemnify and save and hold DCDJFS, Delaware County, the Delaware County Board of Commissioners and/or their respective officers, employees, agents, servants, representatives and volunteers free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any incident, damages, injury, accident or occurrence related in any manner to ATRIUM's performance of this Agreement. ATRIUM shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against DCDJFS, Delaware County, the Delaware County Board of Commissioners and/or their respective officers, employees, agents, servants, representatives and volunteers by reason of ATRIUM's performance of this Agreement, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.

ATRIUM assumes full liability and agrees to indemnify DCDJFS, Delaware County, the Delaware County Board of Commissioners and/or their respective officers, employees, agents, servants, representatives and volunteers for any and all damages, injuries, or harm, no matter the nature or kind, to DCDJFS/County, DCDJFS/County Employees, DCDJFS/County property, and DCDJFS/County personal property resulting or caused, directly or indirectly, by ATRIUM's performance under this Agreement. Such indemnification includes attorneys fees and any and all costs associated with any legal action or litigation resulting from damages, injuries, or harm directly or indirectly caused by work performed under this Agreement.

**Exhibit A
JOB ORDER**

1. DCDJFS Company and Address: Delaware County Job and Family Services
2. DCDJFS Contact Name: Angela Thomas
3. Services to be Provided: Per agreed work order
4. Atrium Employee Name: To be provided
5. Start Date: January 1, 2012
6. Hourly Bill Rate: Per agreed work order

This Job Order constitutes the Job Order referred to in the Master Contract Agreement dated *January 9, 2012*, between ATRIUM and DCDJFS. IN WITNESS WHEREOF, the parties have executed these Job Orders on the date set forth above:

All communication should be directed to ATRIUM at the address as follows:

ATRIUM

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**120 East High Street, Mount Vernon, OH 43050
Ph: 740-393-2771
Fax: 740-393-2790**

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

RESOLUTION NO. 12-25

IN THE MATTER OF APPROVING THE AGREEMENT FOR PUBLIC ASSISTANCE CASE REVIEWER BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND NANCY AXLINE:

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

Whereas, the Director of Jobs & Family Services recommends approval of the following agreement for public assistance case reviewer;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following agreement for public assistance case reviewer with Nancy Axline.

**AGREEMENT FOR PUBLIC ASSISTANCE CASE REVIEWER
WITH DELAWARE COUNTY, OHIO**

This contract is entered into this 9th day of January, 2012 by and between Nancy Axline (hereinafter, "Provider"), whose address is 2513 Agosta-Meeker Rd., New Bloomington, Ohio 43341, the Delaware County Department of Job & Family Services (hereinafter the "Department"), whose address is 140 North Sandusky St., 2nd Floor, Delaware, Ohio 43015, and the Delaware County Board of County Commissioners (hereinafter, the "Board"), whose address is 101 North Sandusky St., Delaware, Ohio 43015 (hereinafter collectively, the "Parties").

PURPOSE OF CONTRACT:

The purpose of this Contract is to state the covenants and conditions under which the Provider will provide Public Assistance Case Reviews for the Department.

TERM:

January 9, 2012 through March 31, 2012.

SCOPE OF SERVICES:

For the term of this Agreement, the Provider shall provide Public Assistance Case Reviews for the Department.

REMUNERATION:

The Provider understands and agrees that it shall receive a fee of \$20.00 per hour. The total amount of this contract shall not exceed \$5,000.00.

The Provider understands and agrees that certain expenses incurred while providing services under this Agreement may be reimbursed by the Department. The Provider understands and agrees that it must submit invoices to the Department on a monthly basis in order for those expenses to qualify for reimbursement. The Department agrees to review all invoices submitted and authorize, with adjustments if needed, reimbursement for expenses or services documented by the invoices within fifteen working days their receipt.

INDEPENDENT CONTRACTOR:

The Provider understands and agrees that it shall provide services for the Department as independent contractors and, as such, are not employees of the Department or of Delaware County. The Provider understands and agrees that as independent contractors they are responsible for complying with all federal, state and local laws, including but not limited to: reporting income for federal, state and local income tax purposes; reporting for and paying self employment taxes; reporting for and paying for workers compensation; establishing a retirement plan, if desired; and/or purchasing hospitalization and other insurance coverage, if desired.

CONFIDENTIAL INFORMATION:

The Provider understands and agrees that the use or disclosure of information viewed by the Provider during the provision of services under this Agreement, is to remain confidential.

HOLD HARMLESS:

The Provider agrees to hold harmless the Department, the Delaware County Board of County Commissioners and the

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Ohio Department of Job & Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.

COMPLIANCE WITH LAW:

The Provider agrees to maintain compliance with all federal, state and local laws and regulations that govern the provision of the services to be contemplated under this Agreement.

DISCRIMINATION:

The Department and the Provider agree that there shall be no discrimination against any client or any other individuals because of race, color, sex, national origin or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments in the performance of this Agreement. It is further agreed that the Provider will fully comply with all the appropriate federal, state and local laws regarding such discrimination, and the right to and method of appeal will be made available to all persons receiving services under this Agreement.

OVERPAYMENT:

In the event the Provider receives an overpayment, the Provider agrees to repay the Department the amount to which they were not entitled.

TERMINATION: This Agreement may be terminated by the Provider or by the Department upon seven calendar day's written notice. The failure of the Provider to honor the terms of this Agreement and/or the related federal, state and local laws and regulations applicable to services rendered under this Agreement shall result in immediate termination of this Agreement. If circumstances require changes in any of the terms of this Agreement, the Provider must notify the Department immediately.

The Provider understands and agrees that payment by the Department for all services provided under this Agreement depends upon the federal, state or local funds for reimbursement.

The Provider understands and agrees that the termination of federal, state or local reimbursement may require changes to or termination of this Agreement. Such changes or termination will be effective on the date that the federal, state or local reimbursement is terminated or at any later date determined by the Department.

CAMPAIGN FINANCE-COMPLIANCE WITH ORC § 3517.13

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost agreement more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13 (I) (1) and (J) (1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

DMA FORM STATEMENT:

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

NOTICES:

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

<p>Provider:</p> <p>Nancy Axline 2513 Agosta-Meeker Rd. New Bloomington, Ohio 43341</p>	<p>DCDJFS:</p> <p>Angela Thomas Acting Director Delaware County Department of Job and Family Services 140 N. Sandusky St. Delaware, Ohio 43015</p>
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FINDINGS FOR RECOVERY:

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

SEVERABILITY:

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

GOVERNING LAW:

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

ENTIRE AGREEMENT:

This Agreement (and its Attachments) shall constitute the entire understanding and agreement between the Provider and the Department, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

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

RESOLUTION NO. 12-26

IN THE MATTER OF APPROVING THE SANITARY SEWER CONSTRUCTION PLANS FOR NORTHSTAR SECTION 1, PHASE C, PART 1:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following sanitary sewer construction plans for Northstar Section 1, Phase C, Part 1 for submittal to the Ohio EPA for their approval.

Whereas, the Director of Environmental Services recommends sanitary sewer plans for Northstar Section 1, Phase C, Part 1 for submittal to the Ohio EPA for their approval;

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plans for Northstar Section 1, Phase C, Part 1 for submittal to the Ohio EPA for their approval.

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

RESOLUTION NO. 12-27

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATION FOR THE ECONOMIC DEVELOPMENT DEPARTMENT:

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

Supplemental Appropriations

23011706-5365	CDBG-FORMULA 2010 GRANT Village of Ostrander-Sidewalks	\$64,900.00
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Vote on Motion Mr. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 12-28

IN THE MATTER OF APPROVING TRANSFER OF FUNDS:

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

Transfer of Funds

From	To		
10011102-5801	20315101-4601		
Commissioners	Data Center/Interfund Revenue	\$	800,000.00
General/Transfers			

10011110-5801	22411601-4601		
Human Services/Transfers	JFS Income Maintenance/Interfund Revenue	\$	296,649.00

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10011110-5801 Human Services/Transfers	22511607-4601 Childrens Services/Interfund Revenue	\$	1,103,351.00			
10011102-5801 Commissioners General/Transfers	21011113-4601 Economic Development/Interfund Revenue	\$	220,000.00			
10011102-5801 Commissioners General/Transfers	23212103-4601 Jag Drug Prosecutor Interfund Revenue	\$	20,307.09			
10011102-5801 Commissioners General/Transfers	28831313-4601 Road & Bridge Fines/Interfund Transfers	\$	40,000.00			
10011102-5801 Commissioners General/Transfers	50111117-4601 Bond Retirement/Interfund Revenue	\$	3,211,162.50			
66611903-5801 URF OECC	50111117-4601 Bond Retirement/Interfund Revenue	\$	706,745.00			
Vote on Motion	Mr. O'Brien	Aye	Mr. Thompson	Aye	Mr. Stapleton	Aye

COMMISSIONERS' COMMITTEES REPORTS

-No Reports Today

RESOLUTION NO. 12-29

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR COLLECTIVE BARGAINING:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn into Executive Session at 9:58AM.

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

RESOLUTION NO. 12-30

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn out of Executive Session at 10:07AM.

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

RECESS UNTIL 10:30AM/RECONVENE 10:30AM

RESOLUTION NO. 12-31

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

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

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

RESOLUTION NO. 12-32

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Thompson, seconded by Mr. O'Brien to adjourn out of Executive Session at 11:29AM.

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

Due To A Prior Commitment, Commissioner Stapleton Was Absent For The Vote On Resolution NO. 12-32

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RECESS UNTIL 1:30PM/RECONVENE 1:30PM

RESOLUTION NO. 12-33

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF
EMPLOYMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn into Executive Session at 1:30PM.

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

RESOLUTION NO. 12-34

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn out of Executive Session at 2:30PM.

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

There being no further business, the meeting adjourned.

Ken O'Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners