

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 2, 2012**

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

Present:

**Ken O'Brien, Vice President
Tommy Thompson, Commissioner**

Absent:

Dennis Stapleton, President

RESOLUTION NO. 12-652

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 28, 2012:

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 June 28, 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 Absent Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 12-653

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0629:

It was moved by Mr. Thompson, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0629.

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

RESOLUTION NO. 12-654

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Child Support Enforcement Agency is requesting that Sandra Disantis, Matthew Smith and Wendy Shannon attend an Advanced Hearing Officer Training in Fairfield County August 13, 2012, at the cost of \$225.00 (fund number 23711630)

The 911 Center is requesting that Brittany Craig attend an APCO National Conference in Minneapolis, MN August 18-22, 2012, at the cost of \$1,841.10 (Fund Number 21411306).

The Maintenance Department is requesting that Norm Smith and Jeff Bowen attend a Boiler Training Class in Dayton, Ohio September 17-18, 2012; at the cost of \$2,205.00 (fund 10011105).

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

RESOLUTION NO. 12-655

IN THE MATTER OF ACCEPTING AND APPROVING THE RECOMMENDATION OF THE UNION COUNTY COMMISSIONERS FOR MAINTENANCE ASSESSMENT OF 20% FOR THE OTTAWA RUN JOINT COUNTY DITCH:

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

Whereas, the Union County Commissioners have received a recommendation from the Union County Engineer

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and the Union County Soil and Water Conservation District for continuance of the Ottawa Run Joint County Ditch maintenance assessment at 20%, and

Whereas, the Delaware County Engineer and the Delaware County Soil and Water Conservation District recommend the continuance of the Ottawa Run Joint County Ditch maintenance assessment at 20%;

Therefore Be It Resolved, that the Delaware County Commissioners accept and approve the recommendation of the Union County Commissioners and the Union County Soil and Water Conservation District for the continuance of the Ottawa Run Joint County Ditch maintenance assessment at 20%.

Further Be It Resolved, that the Clerk to the Delaware County Commissioners will send a certified copy of this resolution to the Union County Commissioners.

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

RESOLUTION NO. 12-656

IN THE MATTER OF WITHDRAWING THE ANNEXATION PETITION FILED ON JUNE 20, 2012 BY AGENT FOR THE PETITIONER, JILL STEMEN TANGEMAN, ESQ., REQUESTING ANNEXATION OF 7.181 ACRES, MORE OR LESS, IN ORANGE TOWNSHIP TO THE CITY OF COLUMBUS:

It was moved by Mr. Thompson, seconded by Mr. O'Brien to withdraw the annexation petition filed on June 20, 2012 by agent for the petitioner, Jill Stemen Tangeman, Esq., requesting annexation of 7.181 acres, more or less, in Orange Township to the City of Columbus.

Whereas, on June 29, 2012 petitioner, Jill Stemen Tangeman, Esq., filed a letter withdrawing the petition filed on June 20, 2012 for annexation of 7.181 acres, more or less, in Orange Township to the City of Columbus;

Therefore, Be It Resolved that the Board hereby acknowledges the withdrawing of the annexation petition filed on June 20, 2012 by agent for the petitioner, Jill Stemen Tangeman, Esq., requesting annexation of 7.181 acres, more or less, in Orange Township to the City of Columbus.

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

RESOLUTION NO. 12-657

IN THE MATTER OF EXTENDING THE FILING DATE FOR THE FILING OF PLANS, REPORTS, AND SCHEDULES FOR THE HARDIN #267 WATERSHED AREA DRAINAGE PETITION PROJECT:

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

Whereas, Resolution No. 10-890 granted the prayer of the petition and directed the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Hardin #267 Watershed Area Drainage Petition Project; and

Whereas, the resolution references the date of July 6, 2012 for filing of the reports, plans, and schedules; and

Whereas, additional time is required to allow for field survey, design, engineer review; and

Whereas, upon filing of the reports, plans, and schedules, the Board of County Commissioners shall set a date and time for a public hearing for the Hardin #267 Watershed Area Drainage Petition Project; and

Whereas, the date of the hearing shall be after 25 days and before 90 days from the filing date of the reports, plans, and schedules;

Therefore Be It Resolved, that the Board of County Commissioners approves November 5, 2012 as the date for filing of the reports, plans, and schedule for the Hardin #267 Watershed Area Drainage Petition Project.

Further Be it resolved, upon filing of the reports, plans, and schedule for the Hardin #267 Watershed Area Drainage Petition Project the Clerk of the Board of Commissioners will prepare a resolution setting the date and time of the Public Hearing for a date after 25 days and before 90 days from the filing date of the reports, plans, and schedules.

Further Be it resolved, that proper notification will be given to property owners in the affected watershed of the date and time of the hearing for the Hardin #267 Watershed Area Drainage Petition Project.

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

RESOLUTION NO. 12-658

IN THE MATTER OF EXTENDING THE FILING DATE FOR THE FILING OF PLANS, REPORTS, AND SCHEDULES FOR THE ROOF #397 ROAD WATERSHED AREA DRAINAGE PETITION PROJECT:

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

Whereas, Resolution No. 10-1009 granted the prayer of the petition and directed the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for The Roof #397 Road Watershed Area Drainage Petition Project; and

Whereas, the resolution references the date of August 2, 2012 for filing of the reports, plans, and schedules; and

Whereas, additional time is required to allow for field survey, design, engineering review; and

Whereas, upon filing of the reports, plans, and schedules, the Board of County Commissioners shall set a date and time for a public hearing for the Roof #397 Road Watershed Area Drainage Petition Project; and

Whereas, the date of the hearing shall be after 25 days and before 90 days from the filing date of the reports, plans, and schedules;

Therefore Be It Resolved, that the Board of County Commissioners approves December 3, 2012 as the date for filing of the reports, plans, and schedule for the Roof #397 Road Watershed Area Drainage Petition Project.

Further Be it resolved, upon filing of the reports, plans, and schedule for the Roof #397 Road Watershed Area Drainage Petition Project the Clerk of the Board of Commissioners will prepare a resolution setting the date and time of the Public Hearing for a date after 25 days and before 90 days from the filing date of the reports, plans, and schedules.

Further Be it resolved, that proper notification will be given to property owners in the affected watershed of the date and time of the hearing for the Roof #397 Road Watershed Area Drainage Petition Project.

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

RESOLUTION NO. 12-659

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND JOBS FOR OHIO'S GRADUATES FOR EDUCATION AND WORK READINESS TRAINING FOR YOUTH:

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

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

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract with Jobs For Ohio's Graduates for education and work readiness training for youth:

**2012 - 2013 CONTRACT
FOR THE PURCHASE OF SERVICES AND PROGRAMS
BETWEEN THE DELAWARE COUNTY
BOARD OF COUNTY COMMISSIONERS
AND
JOBS FOR OHIO'S GRADUATES**

This Contract is entered into this 2nd day of July, 2012 by and between the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the JOBS FOR OHIO'S GRADUATES (hereinafter, "JOG") whose address is 4565 Columbus Pike, Delaware, Ohio 43015 (hereinafter singly "Party," collectively, "Parties").

PRELIMINARY STATEMENTS

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

WHEREAS, BOARD has accepted federal Workforce Investment Act (WIA) 2012 funds to provide alternative education and work readiness services and training to youth as a part of its workforce development duties and

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needs to provide such services or contract out for services; and,

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

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

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

1. PURPOSE OF CONTRACT:

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

2. TERM:

This Agreement shall be effective July 1, 2012 through December 31, 2013.

BOARD shall have the option, upon thirty (30) days' written notice, to renew this agreement through June 30, 2014, based on successful performance outcomes from the current agreement period, proposed program priorities, and the availability of funds for the projected year. The total amount to be paid for the renewal period January 01, 2014 through June 30, 2014 may allow for either an increase based upon the consumer price index or three percent (3%), whichever is less.

3. SCOPE OF SERVICES/DELIVERABLES:

The Services to be provided under this Contract to BOARD by the JOG are set forth and are more fully described in Appendix I, Appendix II, and Appendix III.

FINANCIAL AGREEMENT:

A. PAYMENT PROCEDURES:

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

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

B. MAXIMUM PAYMENT

The JOG agrees to accept as full payment for Services rendered in a manner satisfactory to BOARD, the lesser of the following: (1) The maximum amount of One Hundred Ninety Six Thousand Two Hundred Seventy Dollars and No Cents (\$ 196,270.00) or (2) the amount of actual expenditures made by the JOG for purposes of providing the Services. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of One Hundred Ninety Six Thousand two Hundred Seventy Dollars and No Cents (\$ 196,270.00). See Appendix II.

4. LIMITATION OF SOURCE OF FUNDS:

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

5. DUPLICATE BILLING/OVERPAYMENT:

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

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6. INFORMATION REQUIREMENTS:

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

8. AVAILABILITY AND RETENTION OF RECORDS:

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

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

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

9. INDEPENDENT FINANCIAL RECORDS:

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

10. SERVICE DELIVERY RECORDS:

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

11. RESPONSIBILITY FOR INDEPENDENT AUDIT:

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

12. RESPONSIBILITY OF AUDIT EXCEPTIONS:

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

13. INDEPENDENT CONTRACTORS:

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

14. PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS:

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

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a result of their own actions and/or the actions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants, in the performance of and/or provision of services or programs under and/or pursuant to this Contract.

15. RESPONSIBILITY FOR BOARD / COUNTY PROPERTY:

JOG shall assume full responsibility for any damage to or loss of any BOARD and/or County property, including but not limited to, buildings, structures, vehicles, fixtures, furnishings, equipment, supplies, accessories and/or parts resulting in whole or part from any acts or omissions, seen or unforeseen, intentional or unintentional, known or unknown, of JOG or any board members, officials, officers, employees, agents, representatives, volunteers, and/or servants of JOG as related to this Contract or Services provided thereunder.

16. TERMINATION:

A. Termination for the Convenience:

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

B. Breach or Default:

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

C. Waiver:

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

D. Loss of Funding

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

17. SAFEGUARDING OF CLIENT:

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

18. CIVIL RIGHTS:

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

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19. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED:

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

20. FAIR HEARING:

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

21. DRUG-FREE WORKPLACE:

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

22. DMA FORM STATEMENT:

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

23. CAMPAIGN FINANCE – COMPLIANCE WITH ORC § 3517.13

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

24. FINDINGS FOR RECOVERY:

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

25. NOTICES:

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

JOG:

Tish Jenkins
Director
JOG
4565 Columbus Pike

Delaware County Job and Family Services:

Shancie Jenkins
Director
Delaware County Job and Family Services
140 N. Sandusky St., 2nd Floor

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Delaware, Ohio 43015

Delaware, Ohio 43015

26. PUBLICITY:

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

27. GOVERNING LAW:

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

28. SEVERABILITY:

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

29. ENTIRE AGREEMENT

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

30. SIGNATURES:

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

31. EFFECT OF SIGNATURE:

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

**Appendix I
Statement of Work
07/01/12 – 12/31/13**

I. SUMMARY

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

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

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

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

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

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The goals of the youth training and employment are to:

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

II. SERVICES TO BE PROVIDED

A. Recruitment and Outreach

JOG-Delaware is responsible for the recruitment and outreach of eligible Delaware County youth participants in accordance with the eligibility requirements detailed in Appendix I, Section II, part C.

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

B. Assessment

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

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

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

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

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

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

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

C. Eligibility

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

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

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

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

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

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

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

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

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

Workforce Investment Act (WIA) Transmittal Letter No. 27, dated January 8, 2007 summarizes allowable source documentation for eligibility. See link below.

<http://jfs.ohio.gov/owd/WorkforceProf/Docs/SourceDocumentationforWIAEligibility.pdf>

D. Enrollment

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

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

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

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

The percentage of Out of School Youth enrolled must be maintained at a minimum of 35% effective July 1, 2012 and increase to a minimum of 45% by April 1, 2013 where it must be maintained at a minimum of 45% through December 31, 2013.

E. WIA Youth Elements

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JOG – Delaware will provide WIA youth services for the following ten elements on an as needed basis as determined in participant’s ISS’s:

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

F. ISS Initiation and Updates

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

The ISS must be reviewed with the participant, at minimum, quarterly and adjusted, as necessary, to evaluate the progress of the participant’s services and activities. Further, all monthly updates should reflect ISS updates for at least 25% of active participants.

G. Case File Management and Record Keeping

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

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

H. Monthly Updates and Invoicing

JOG-Delaware will provide monthly updates to the Department no later than 45 days after services are provided the preceding month. (example- monthly report for January is due not later than March 15) Monthly Updates must be complete, accurate and submitted on time to enable timely payment and approval. Incomplete or incorrect packets will returned to JOG-Delaware for correction. The required format for monthly updates will be as follows:

Invoice Cover
 Narrative Explanation of Reimbursable Costs and Calculations
 Photocopies of Receipts for Reimbursable Costs
 New Enrollments Summary
 Active Participants Summary
 Follow-Up Participants Summary
 ISS Updates Summary
 ISS Updates
 JOG Database Case Notes - required for each participant with an ISS update
 Customer Surveys – required in March 2013 and July 2013 reports only
 Quarterly Outcome Report – required in October 2012, January 2013, April 2013, June 2013, October 2013, December 2013 reports only

JOG-Delaware agrees to credit the Department for handling fees for monthly reports submitted late, incomplete, or with material errors to offset additional costs and disruption to the Department. An amount of \$ 500 will be credited for late reports and an additional \$ 500 for each instance where the report must be returned for material corrections.

I. High School Credit Recovery Program – Individual Services

JOG-Delaware will staff the Delaware Area Career Center South Campus with personnel with credentials sufficient to be compliant with Ohio Department of Education guidelines necessary for

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students to earn recognized high school credits needed for a diploma and graduation in their home school. JOG-Delaware will provide makeup and recovery services in such a manner that it is not dependent upon Department staff and resources. Makeup and recovery services will incorporate one on one recovery assistance for students needing staff directed mentoring in conjunction with independent, self-directed study. Expected one on one recovery service schedules are listed below. **JOG-Delaware has the latitude to flex one on one schedules as appropriate to best serve the needs of students but must provide overall equivalent service levels mutually agreed upon.**

One on One Recovery Service Schedule

Qtr	Month of Service	Forecasted Need (based on historical customer service volume)	Weekday Evenings per week Coverage For Credit Makeup and Recovery Services (3:00pm – 7:00pm)	Weekday Daytime (standard school hours) Credit Makeup And Recovery Services
Q1	July 2012	Medium	NA (summer)	Yes
Q1	August 2012	Low	NA (summer)	Yes
Q1	September 2012	Low	1	Yes
Q2	October 2012	Low	1	Yes
Q2	November 2012	Low	1	Yes
Q2	December 2012	Low	1	Yes
Q3	January 2013	High	4	Yes
Q3	February 2013	High	4	Yes
Q3	March 2013	Medium	4	Yes
Q4	April 2013	High	4	Yes
Q4	May 2013	High	4	Yes
Q4	June 2013	High	NA (summer)	Yes
Q5	July 2013	Medium	NA (summer)	Yes
Q5	August 2013	Low	NA (summer)	Yes
Q5	September 2013	Low	1	Yes
Q6	October 2013	Low	1	Yes
Q6	November 2013	Low	1	Yes
Q6	December 2013	Low	1	Yes

J. High School Credit Recovery Program – Group Classes

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

There must be a minimum of four (4) WIA enrolled participants registered in a class to ensure cost effective delivery of services. A "Catch All" offering will be considered a class for each subject taught.

Non-WIA enrolled youth may participate in the classes on a space available basis. No costs associated with non-WIA enrolled youth can be passed on to the Department.

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

Forecasted Structured Makeup Class Schedule

Qtr	Month of Service	Class	Class	Class
Q1	July 2012			
Q1	August 2012			
Q1	September 2012	Language Arts		
Q2	October 2012	Language Arts		
Q2	November 2012	Physical Education	Health	
Q2	December 2012	Physical Education	Health	
Q3	January 2013	Science	History	Government
Q3	February 2013	Science	History	Government
Q3	March 2013			

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Q4	April 2013	Catch All		
Q4	May 2013	Catch All		
Q4	June 2013			
Q5	July 2013			
Q5	August 2013			
Q5	September 2013	Language Arts		
Q6	October 2013	Language Arts		
Q6	November 2013	Physical Education	Health	
Q6	December 2013	Physical Education	Health	

K. Survey Administration

JOG-Delaware will conduct two semi-annual customer surveys with active youth participants. The format and content of the survey will be mutually agreed upon between JOG-Delaware and the Department. Surveys will be conducted in January 2013 and May 2013. Results of the survey will be submitted in monthly updates in March 2013 and July 2013 respectively.

L. Quarterly Outcomes Report

JOG – Delaware will submit Quarterly Outcome reports. Quarterly Outcome Reports will be submitted as part of the monthly update for the following months – required in October 2012, January 2013, April 2013, June 2013, October 2013, December 2013 reports only

M. Program Administration

JOG-Delaware and the Department will utilize forms defined in Appendix III to administer the program.

N. Computer Equipment Security and Protection

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

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

Depreciation on the equipment value of the will be based on the following straight-line depreciation schedule

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

Appendix II

Staff Salaries		
Graduate Recovery Instructor - 0.9 FTE	\$58,050.00	18 months salary, includes incidentals such as mileage and training
Credit Recovery Instructor - 0.7 FTE	\$21,000.00	18 months salary, includes incidentals such as mileage and training
In School / Out Of School Specialist - 0.2 FTE	\$41,450.00	18 months salary, includes incidentals such as mileage and training
Program Management, Fiscal Reporting - 0.1 FTE	\$21,500.00	18 months salary, includes incidentals such as mileage and

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		training
	\$142,000.00	
Fringes		
School Employees Retirement	\$22,010.00	15.5% of Total Salaries
Medical, Dental, Vision	\$21,000.00	24% of Total Salaries, balance covered by JOG
Medicare, Workers Compensation	\$4,260.00	3% of Total Salaries
	\$47,270.00	
Other Costs		
Administrative / Educational Supplies	\$1,000.00	Classroom materials, books, videos, folders, markers, etc.
Supportive Services	\$1,000.00	Misc. Costs to support students in the classroom or on work experience
Short Term Training, Certifications, & Licenses	\$4,000.00	Costs for tuition , books, registration fees, exam fees, etc.
Leadership Development	\$5,000.00	Costs for students to be involved in leadership development activities
Participant Wages & Stipends	\$4,000.00	Wages and stipends for work experience and SEO
Equipment	\$3,000.00	2 new laptops for instructors
	\$7,000.00	
TOTAL	\$196,270.00	

Appendix III
Forms
07/01/2012 – 12/31/2013

- Student Release Form
- Family Income Calculation Form
- Medical Information and Emergency Medical Release
- Release of Information Form
- WIA Summary of Complaints Rights
- WIA-ISS Activities Or Services
- New Enrollments Summary
- Active Participants Summary
- ISS Updates Summary
- Follow-Up Summary
- County Workforce Investment Act Youth Application
- Youth Work Program Objective Assessment
- Permission To Publish

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

RESOLUTION NO. 12-660

IN THE MATTER OF APPROVING A NEW ORGANIZATIONAL KEY, THE RENAMING OF AN ORGANIZATIONAL KEY AND SUPPLEMENTAL APPROPRIATIONS FOR THE DELAWARE

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
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COUNTY BOARD OF DEVELOPMENTAL DISABILITIES/ FAMILY CHILDREN'S FIRST COUNCIL:

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

NEW

ORGANIZATIONAL KEY

70161609 Ohio Children's Trust Fund

RENAME

ORGANIZATIONAL KEY

70161604 Early Head Start

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
70161602-5001	Service Coordination/Compensation	\$ 108,575.50
70161602-5101	Service Coordination/Health Insurance	\$ 12,117.33
70161602-5102	Service Coordination/Workers Comp	\$ 2,171.51
70161602-5103	Service Coordination/Dental Insurance	\$ 1,815.53
70161602-5120	Service Coordination/County Share OPERS	\$ 15,200.27
70161602-5131	Service Coordination/County Share Medicare	\$ 1,574.75
70161602-5201	Service Coordination/General Supplies	\$ 455.96
70161602-5348	Service Coordination/Client Services	\$ (109,366.35)
70161603-5001	FCF Admin/Compensation	\$ 4,735.04
70161603-5101	FCF Admin/Health Insurance	\$ 756.66
70161603-5102	FCF Admin/Workers Comp	\$ 94.70
70161603-5103	FCF Admin/Dental Insurance	\$ 91.33
70161603-5120	FCF Admin/County Share OPERS	\$ 662.91
70161603-5131	FCF Admin/County Share Medicare	\$ 68.66
70161603-5260	FCF Admin/Inv Tools & Equipment	\$ 2,500.00
70161603-5342	FCF Admin/Contracted Prof Services	\$ 1,296.19
70161604-5001	Early Head Start/Compensation	\$ 25,751.50
70161604-5101	Early Head Start/Health Insurance	\$ 3,605.21
70161604-5102	Early Head Start/Workers Comp	\$ 373.40
70161604-5103	Early Head Start/Dental Insurance	\$ 515.03
70161604-5120	Early Head Start/County Share OPERS	\$ 2,673.00
70161604-5131	Early Head Start/County Share Medicare	\$ 302.62
70161604-5201	Early Head Start/General Supplies	\$ 1,000.00
70161604-5305	Early Head Start/Training	\$ 300.00
70161604-5309	Early Head Start/Travel	\$ 1,168.74
70161604-5332	Early Head Start/Cell Phones	\$ 310.50
70161605-5348	FCF System of Care/Clients Services	\$ 9,173.37
70161606-5001	HMG General Revenue/Compensation	\$ 72,466.21
70161606-5101	HMG General Revenue/Health Insurance	\$ 3,979.27
70161606-5102	HMG General Revenue/Workers Comp	\$ 1,449.33
70161606-5103	HMG General Revenue/Dental Insurance	\$ 247.87
70161606-5120	HMG General Revenue/County Share OPERS	\$ 10,145.56
70161606-5131	HMG General Revenue/County Share Medicare	\$ 1,050.76
70161606-5201	HMG General Revenue/General Supplies	\$ 455.96
70161606-5342	HMG General Revenue/Med & Health Rltd Services	\$ (63,047.00)
70161606-5348	HMG General Revenue/Client Services	\$ (51,822.16)
70161609-5001	Children's Trust Fund/Compensation	\$ 16,827.25
70161609-5101	Children's Trust Fund/Health Insurance	\$ 2,490.01
70161609-5102	Children's Trust Fund/Workers Comp	\$ 336.54
70161609-5103	Children's Trust Fund/Dental Insurance	\$ 484.73
70161609-5120	Children's Trust Fund/County Share OPERS	\$ 2,355.82
70161609-5131	Children's Trust Fund/County Share Medicare	\$ 243.99
70161609-5201	Children's Trust Fund/General Supplies	\$ 1,953.08
70161609-5301	Children's Trust Fund/Contracted Prof Services	\$ 7,000.00
70161609-5309	Children's Trust Fund/Travel	\$ 1,759.00
70161609-5332	Children's Trust Fund/Cell Phones	\$ 233.08

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

RESOLUTION NO. 12-661

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
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**IN THE MATTER OF SETTING BID OPENING DATE AND TIME FOR DELAWARE COUNTY
FORMULA 2011 VILLAGE OF ASHLEY STREET IMPROVEMENTS AND APPROVING THE
NOTICE TO CONTRACTORS:**

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

WHEREAS, on December 8, 2011, the Delaware County Commissioners adopted Resolution No. 11-1418, approving CDBG Formula 2011 funds for the Village of Ashley Street Improvements; and

WHEREAS, the Economic Development Director recommends the Bid Opening date and time of 10:30am Monday, July 23, 2012, at 101 North Sandusky Street, Delaware, Ohio 43015, for the Village of Ashley Street Improvements;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Commissioners approve the Bid Opening date and time of 10:30am, Monday, July 23, 2012, at 101 North Sandusky Street, Delaware, Ohio 43015, and the approval of advertising the project:

NOTICE TO CONTRACTORS

Sealed proposals will be received by the Delaware County Commissioners at 101 N. Sandusky St., Delaware, Ohio, until 10:30 am on Monday, July 23, 2012, for the Village of Ashley Street Improvements set forth in the plans and specifications on file in the above office. At that time and at that location, sealed bids will be publicly opened and read aloud. Work to be performed is described in the bid form.

**VILLAGE OF ASHLEY
STREET IMPROVEMENTS**

The proposed work will consist of partial and full depth paving repairs, asphalt overlays on Fraley's Ally, Bank's Ally, and Main Street.

The estimated cost for this project is \$21,513.00.

All proposals shall be sealed and endorsed for Formula 2011 Village of Ashley Street Improvements and mailed or delivered to the Delaware County Commissioners Office located at 101 N. Sandusky St., Delaware, Ohio 43015. Proposals are to be on forms furnished in the Contract Documents and included with the specifications.

Plans, specifications, bid forms and contract documents may be downloaded from Builder's Exchange or Dodge Reports, or be viewed at the office of Village of Ashley, 14 E. High St., Ashley, Ohio 43003. A \$25.00 non-refundable deposit will be required for each set of drawings, specifications, and contract documents. Checks for bidding documents should be made payable to Village of Ashley.

Each bid must be accompanied by a bid guaranty in the form of a bond with an approved surety company as surety for the execution of the contract. The bid guaranty and contract bond shall be for the full amount of the bid proposal and in the form as contained in the contract documents. Alternately, a certified check, cashier's check or letter of credit pursuant to Chapter 1305 of the revised code, in the amount of 10 percent of the bid will be accepted as a bid guaranty. Each proposal must contain the full name and address of every person or company interested in the same.

Delaware County hereby notifies all bidders that they affirmatively insure that with regard to any contract entered into pursuant to this advertisement, Minority Business Enterprise (MBE) AND Women's Business Enterprise (WBE) will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. The County of Delaware is an equal opportunity employer and requires all persons contracting with the County to certify that they are equal opportunity employers and that they do not discriminate on the grounds of race, color, religion, sex or national origin.

Bidders are required to comply with the MBE/WBE requirements set forth. In part, this means that any bidder, to the extent that it subcontracts work, shall award subcontracts to certified Minority Business Enterprise/Women's Business Enterprise in an aggregate dollar value of no less than 7.3% of the contract for MBE and 6.9% of the contract for WBE. This percent can include materials and supplies. The bid specifications provide further details on these requirements.

All Contractors and subcontractors involved with the project will, to the extent practicable use Ohio products, materials, services, and labor in the implementation of their project. Additionally contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123, as authorized by the Governor's Executive Order of 1972, and Governor's Executive Order 84-9 regarding goals for women working on state construction projects shall be required.

Attention of bidders is called to all of the requirements contained in this bid packet, particularly to the Federal Labor Standards Provisions and Davis-Bacon Wages, various insurance requirements and various equal

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opportunity provisions. Bidders must comply with the provisions of the Americans with Disabilities Act of 1990.

A **Pre-bid conference** will be held at **9:00 am on Tuesday, July 17, 2012**, in the Ashley Municipal Building, 14 E. High St., Ashley, Ohio. It is recommended that all bidders attend the pre-bid conference: however, non-attendance at pre-bid conference does not preclude Contractors from submitting a bid.

Copies of the Bidding documents are available for inspection by prospective bidders at the following locations:

Village of Ashley
14 E. High Street
Ashley, Ohio 43003

Project Contact:
Glenn Halmbacher
Halmbacher Engineering
614-595-4656
glennhalm@aol.com

No bidder may withdraw his bid within thirty (30) days after the actual date of the opening thereof. The County reserves the right to reject any and all bids for any reason whatsoever and to waive any irregularities. All bids will be considered based on lowest and best bid.

DELAWARE COUNTY COMMISSIONERS
VILLAGE OF ASHLEY

Published Dates:
July 5, 2012
July 12, 2012

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

RESOLUTION NO. 12-662

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR OLENTANGY FALLS SECTION 3:

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

Whereas, the Director of Environmental Services recommends The Sanitary Subdivider's Agreement for Olentangy Falls Section 3;

Therefore be it resolved, that the Board of Commissioners approve The Sanitary Subdivider's Agreement for Olentangy Falls Section 3.

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

THIS AGREEMENT executed on this 2nd day of July 2012, by and between CROWN RIDGE INVESTMENTS, LLC herein after called "SUBDIVIDER", and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the Olentangy Falls Section 3 Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

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 Olentangy Falls, Section 3, 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 (**\$250,983.56**) 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 until such time as SUBDIVIDER elects to record the plat. 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.

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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 this AGREEMENT 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 three and one-half percent (3½%) of the estimated construction cost of the IMPROVEMENTS for plan review (**\$8,784.42**). The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$21,375.00** 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 \$1200.00 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 \$1200.00 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.

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.

After said acceptance, the capacity charge, plus a surcharge of \$4,000 (Perry Taggart Sewer), shall be paid by the applicant upon request to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. There are **31** single family residential connections approved with this agreement.

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

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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. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Absent

RESOLUTION NO. 12-663

IN THE MATTER OF APPROVING A SERVICE AGREEMENT WITH EXPRESS EMPLOYMENT PROFESSIONALS TO PROVIDE TEMPORARY EMPLOYMENT STAFFING FOR DELAWARE COUNTY:

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

Whereas, the Director of Administrative Services recommends the service agreement with Express Employment Professionals for temporary employment staffing throughout the County workforce;

Therefore Be it Resolved, the Board of Commissioners approve the service agreement with Express Employment Professionals for temporary employment staffing throughout the County workforce.

Express Employment Professionals

Express Service', Inc. (Express) dba Express Employment Professionals (referred to as 'Express "We" or "Our" ', /, makes it easy for you to do business with us.

The first step to establishing a successful staffing relationship is to ensure a clear understanding of each party's responsibilities.

We appreciate your business and look forward to the opportunity to support you with outstanding professional employment services in consideration a/your agreement to the following terms and conditions

- 1. We hire associates as Express employees, and provide all wages, taxes, withholding, workers compensation and unemployment insurance. Medical benefits and vacation pay are also available to associates who qualify. We recruit and assign associates to you to perform the job duties you specify. You agree to notify us if those duties or the workplace of an associate changes.
- 2. Express complies with all Federal, State and Local employment laws and regulations. You agree to provide our associates with a safe, suitable workplace and equipment, and to comply with all applicable federal, state and local employment laws.
- 3. Express pays associates promptly, based on information approved by you. You agree to pay the charges based on the time card or other mutually acceptable recording method by the invoice due date. A monthly service

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charge of (18% per annum) may be assessed on charges remaining unpaid 30 days after the invoice date. We are entitled to reasonable collection fees, attorney fees, and other expenses incurred to collect all charges on your account(s).

4. It is our goal that associates perform their jobs to your satisfaction, however, if you are not satisfied with an Express associate for any reason, you will not be charged for the first four (4) hours of the associate's work and a replacement will be provided.

5. We provide insurance policies to cover Express associates for Workers' Compensation, Commercial General Liability, Employers, Liability, Fidelity Bond, Errors and Omissions, and Hired/Non-Owned Automobile coverage in an amount not less than \$100,000 per occurrence. You agree to maintain liability, insurance for any motor vehicle, forklift, or other motorized mobile equipment operated by an Express associate, and agree to waive all rights of recovery against Express as the employer of the Express associate.

6. You agree that you will not request or allow or associates to offer professional opinions concerning any financial audits, certifications or financial statements, SEC filings or provide management consulting or financial advice. Nor will our associates be permitted sign-off authority for architectural or engineering projects or construction or other cost estimates. All services performed by our associates shall be under your direction, supervision and control and you shall be responsible for ensuring that the services meet your requirements and agree that we are not responsible for the accuracy and correctness of the resulting work product.

7. Client shall ensure that Express' employees' job duties do not permit access to valuable property of any type or nature, including, but not limited to cash, securities, credit card numbers, charges, or account numbers.

8. Client shall ensure that none of Express' employees are permitted to drive any vehicles or motorized equipment including forklifts. The term "vehicle" as used in the Agreement means a motor vehicle, trailer, semi-trailer and any other motorized mobile equipment (for example: forklift) designed for travel or transportation purposes on public roads, in warehouses, or any other locations at which such a vehicle could be used.

9. You supervise, direct, and control the work performed by Express associates, and assume responsibility for all operational results including losses or damage to property, or data in the care, custody, or control of an Express associate.

10. We offer an evaluation hire program designed to provide you with associates on a trial basis prior to converting them to your payroll. To take advantage of our evaluation hire program, you agree to negotiate a pre-determined trial period or fee prior to an associate's assignment to you. Express allows you to hire associates already assigned to you if your invoices are current and you agree to pay an acceptable payroll transfer fee (up to 30% of an associate's expected annual earnings) to convert an Express associate to your payroll. You agree, for a period of 180 days from the date of introduction, not to hire directly or use Express associates through another staffing firm without paying a liquidation fee of 30% of the Express associate's expected annual compensation, unless otherwise agreed to by us in writing.

11. Express will, at your written request, conduct criminal history checks and drug screens as permitted by state law. The cost vary depending upon the specific test or report ordered and the charges will be agreed upon prior to ordering the tests and/or reports.

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

RESOLUTION NO. 12-664

IN THE MATTER OF APPROVING A SERVICE AGREEMENT WITH ACLOCHE TO PROVIDE TEMPORARY EMPLOYMENT STAFFING FOR DELAWARE COUNTY

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

Whereas, the Director of Administrative Services recommends a service agreement with Acloche for temporary employment staffing throughout the County workforce;

Therefore Be it Resolved, the Board of Commissioners approve a service agreement with Acloche for temporary employment staffing throughout the County workforce.

STAFFING SERVICES AGREEMENT

This SERVICES AGREEMENT ("Agreement") is entered into to be effective as of *2nd day of July, 2012*, by and between, Acloché LLC, an Ohio corporation, ("STAFFING FIRM"), and Delaware County a Company ("CLIENT"). In consideration of the mutual promises contained herein, IT IS HEREBY AGREED:

- WHEREAS, STAFFING FIRM is engaged in the business of assigning its employees to perform services for clients, and providing related human resource services and management; and
- WHEREAS, CLIENT desires to engage STAFFING FIRM to provide such services;

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- THEREFORE, in consideration of the promises, and of the mutual covenants hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

DEFINITIONS

1. For purposes of this Agreement, "CLIENT" refers to and includes the entity named above and its parents, subsidiaries, affiliates, and successors. This includes CLIENT'S facilities located at: 101 North Sandusky Street, Delaware, Ohio 43015.
2. For purposes of this Agreement, "STAFFING FIRM" refers to and means Acloché LLC, and its parents, subsidiaries, affiliates, and successors.

DUTIES OF STAFFING FIRM

1. STAFFING FIRM shall provide to CLIENT the services of its employees ("Assigned Employees") as requested by CLIENT. CLIENT shall use the services of STAFFING FIRM as a provider of Assigned Employees for the job titles set forth on Exhibit A for CLIENT. STAFFING FIRM shall manage the provision of services to CLIENT in accordance with the provisions of this Agreement.
2. STAFFING FIRM agrees to assume full responsibility for paying, withholding, and transmitting payroll taxes; making unemployment contributions; and handling unemployment and workers' compensation claims involving Assigned Employees with respect to compensation that STAFFING FIRM has agreed to pay. Assigned Employees shall not be entitled to holidays, vacations, disability, insurance, pensions or retirement plans, or any other benefits offered or provided by CLIENT to its direct employees, unless otherwise set forth on Exhibit A.

DUTIES OF CLIENT

1. STAFFING FIRM will invoice CLIENT for services provided in accordance with this Agreement on a weekly basis. Payment shall be due upon receipt of the invoice. CLIENT'S signature on STAFFING FIRM'S timesheets certifies that the hours shown are correct and that the work was performed to CLIENT'S satisfaction and authorizes STAFFING FIRM to bill CLIENT for the hours worked by the named Assigned Employee.
2. STAFFING FIRM'S bill rates by job categories are attached as Exhibit A, which is incorporated by reference herein. In the event a portion of any invoice is disputed, the undisputed portion shall be paid. CLIENT acknowledges and agrees that in the event an Assigned Employee works more than forty (40) hours in any work week for CLIENT, such Assigned Employee is entitled to overtime compensation as provided by law and CLIENT agrees to an increase in the bill rate to reflect such additional compensation plus applicable markup.
3. CLIENT agrees to pay upon receipt of invoice, and to pay late charges on any unpaid balances after net - 15 days from the invoice date at the rate of 1.5% per month (Annual Percentage Rate of 18%) or the maximum legal rate, whichever is higher.
4. CLIENT agrees to properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services and intellectual property and to provide Assigned Employees with a safe worksite and provide appropriate information, training and safety equipment with respect to any hazardous substances or conditions to which they may be exposed.
5. CLIENT agrees to not change Assigned Employees job duties without STAFFING FIRM's express prior written approval.
6. CLIENT agrees that it will not entrust Assigned Employees with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without the express prior written permission of STAFFING FIRM. CLIENT will not request or permit any Assigned Employee to use any vehicle, regardless of ownership, in connection with the performance of services for CLIENT.

GUARANTEE OF RATES

STAFFING FIRM guarantees the bill rates as set forth in Exhibit A through May 30, 2013, unless there is an increase in payroll taxes. The parties agree to review rates in (12) months and adjust rates no later than April 29, 2012, unless the parties agree otherwise in order to facilitate recruitment and retention of Assigned Employees.

INDEPENDENT CONTRACTOR

1. The services which STAFFING FIRM shall render under this Agreement shall be as an independent contractor with respect to each other and to CLIENT. Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, or employer and employee, between STAFFING FIRM and CLIENT.
2. STAFFING FIRM shall provide workers' compensation insurance coverage for Assigned Employees to the extent that liability is not limited pursuant to other factors. The parties agree to immediately notify each other of any injury or accidents or any claim for workers' compensation benefits involving Assigned Employees assigned to CLIENT'S facility.

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OSHA COMPLIANCE

Because CLIENT controls the facilities in which Assigned Employees work, it is agreed that CLIENT is primarily responsible for compliance with the Occupational Safety and Health Act and comparable state laws and regulations to the extent those laws apply to Assigned Employees assigned to CLIENT’S facility, except as may be otherwise agreed in writing signed by the parties hereto. Any such agreement shall be included as an addendum to this Agreement.

EEO COMPLIANCE

CLIENT and STAFFING FIRM affirm and agree that they are equal employment opportunity employers and are in full compliance with any and all applicable anti-discrimination laws, rules, and regulations. CLIENT and STAFFING FIRM agree not to harass, discriminate against, or retaliate against any employee of the other because of his or her race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation. In the event of any complaint of unlawful discrimination, harassment, or retaliation by or against any Assigned Employee, CLIENT and STAFFING FIRM agree to cooperate in the prompt investigation and resolution of such complaint.

FMLA COMPLIANCE

CLIENT and STAFFING FIRM agree that for purposes of all statutory and regulatory requirements for employee leaves of absence, including the Family and Medical Leave Act and any similar state or local law, CLIENT and STAFFING FIRM shall cooperate in compliance with any such requirements.

CONFIDENTIALITY

Confidential Information: STAFFING FIRM and CLIENT acknowledges that it or its Assigned Employees may be given access to or acquire information which is proprietary to or confidential to CLIENT or STAFFING FIRM or its affiliated companies and their clients and customers. Any and all such information obtained by either party shall be deemed to be confidential and proprietary information. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purposes whatsoever other than the providing of services under this Agreement.

TERM AND TERMINATION

This Agreement shall be for an initial term of (1) year from the effective date of this Agreement, determined by the later date of signature of the parties. This Agreement shall be automatically renewed for successive one-year terms unless modified or terminated in accordance with the provisions of this Agreement. The parties agree to waive any notice prior to automatic renewal of this Agreement that may be required by state law. This Agreement may be terminated by either party upon 30 days’ written notice to the other party. Such notice shall be personally delivered or sent by recognized overnight courier or by certified mail, return receipt requested, and shall be effective when received as follows:

As to STAFFING FIRM:

Acloché HR LLC
Kimberly A Shoemaker
CEO
1800 Watermark Drive
Suite 430
Columbus, Oh 43215

As to CLIENT:

Client Name: Delaware County
Attention Name:
Title:
Address: 101 North Sandusky Street
Address: Delaware, Ohio 43015

Notwithstanding any other provision of this Agreement, if CLIENT terminates this Agreement or notifies STAFFING FIRM of its intent to terminate this Agreement and CLIENT desires to have all or some of the Assigned Employees continue to work at CLIENT’s facilities, CLIENT shall pay STAFFING FIRM the conversion fee as set forth in the rates in Exhibit A for each Assigned Employee then assigned to CLIENT

Amendments: No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing signed by the parties.

Choice of Law: This agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

EXHIBIT A

Rate Schedule	
General Labor & Administrative	Mark-up
All Positions	1.40%

Screening Costs

Screening Component	Details	(Cost to Delaware
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		County)
Criminal History	Acloché does not hire individuals with convictions for acts of theft, dishonesty, or violence. Applicants are checked against multiple databases including the State Sex Offender Registry, Federal Bureau of Prisons, and Intellicorp (our third-party provider).	No charge
Drug Testing	All associates will complete a 9-panel drug screen testing for the following substances: <ul style="list-style-type: none"> ▪ Cannabinoids (marijuana, hashish) – ▪ Cocaine (cocaine, benzoylecognine, cocaethylene)- ▪ Amphetamines (amphetamine, methamphetamine) ▪ Barbiturates ▪ Benzodiazepines (valium, xanax) - ▪ Methadone ▪ Ecstasy ▪ Opiates (heroin, opium, codeine, morphine, 6-AM) ▪ Phencyclidine (PCP) 	No charge

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

RESOLUTION NO. 12-665

IN THE MATTER OF APPROVING A SERVICE AGREEMENT WITH ADECCO TO PROVIDE TEMPORARY EMPLOYMENT STAFFING FOR DELAWARE COUNTY:

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

Whereas, the Director of Administrative Services recommends a service agreement with Adecco for temporary employment staffing throughout the County workforce;

Therefore Be it Resolved, the Board of Commissioners approve a service agreement with Adecco for temporary employment staffing throughout the County workforce.

TERMS & CONDITIONS

Staffing Services. Adecco will recruit, interview, select and hire assigned employees ("Associates") who, in Adecco's judgment, possess the qualifications you request. Adecco will pay Associates weekly for time worked as submitted on time records verified and approved by your authorized representative. Adecco shall report and pay the employer's share of state and federal taxes, workers' compensation, FICA, and unemployment insurance for compensation paid to them and will submit required tax withholdings.

Rates and Charges. Adecco's standard pricing provides for emailed invoices, Web Time approval system, full Adecco interview and standard Adecco assessments and National Criminal Record File check for each Associate at time of first assignment. Further screens may be performed at additional cost. Rates reflect a cash/cash equivalent discount of 3%. Adecco may change rates on 30 days' written notice, including increases due to higher or newly imposed government-mandated costs (such as required wage, payroll tax, insurance premium, assessment, contribution, benefit or fee). Overtime will be billed by applying the same multiple to the straight time bill rate as Adecco is legally required to apply to the Associates' pay rate (usually 1.5). You will be billed for applicable sales, use, excise, value-added, and other like taxes on our Services. A minimum of 4 hours per day will be charged for each Associate. You agree that Adecco may confirm the addition of a new rate or skill classification to this agreement by email, with no further writing necessary. Further charges will apply for non-standard services. Adecco will invoice you weekly for compensable time worked by Associates: payment is due in full upon receipt. We will work with you to resolve any invoice disputes made within 60 days of invoice date.

Customer Responsibilities. You are responsible for the supervision and safety of Associates while on your premises including compliance with federal and state laws, including OSHA. You agree to bear the risks of allowing Associates to handle cash (including electronic transactions), checks, keys, credit cards, merchandise, negotiable instruments, or confidential information or to be permitted to travel or operate motor vehicles or equipment. Associates are not authorized to bind Client or Adecco, to render professional opinions, or to sign their names or Adecco's name to financial statements or tax returns. You agree not to permit Associates to climb or operate 8 feet or more above the ground or manually lift objects greater than 50 lbs. per person. You agree not to change an Associate's assigned duties without Adecco's prior approval. You agree to provide Associates with

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meal and/or rest breaks required by law. Time must be approved no later than 2pm Tuesday following the Sunday work week end: if not, hours submitted will be deemed approved. For hours entered after midnight Sunday, you will receive an email notification for approval to be made within 24 hours. You shall notify Adecco if any positions filled under this Agreement are subject o prevailing wage laws.

Hiring of Associates. You agree to compensate us for "converting" a current or recent Associate. A conversion occurs when you obtain the services of our Associate either by 1) directly hiring the Associate onto your payroll, or 2) by assignment, arrangement or contract from a source other than Adecco and 3) the Associate was on assignment to you by Adecco anytime within the preceding 90 days. If you choose to convert an Associate, the fee structure on the following page applies.

Miscellaneous. Except as otherwise provided herein, all changes to this Agreement must be in writing and signed by both parties. Each party's liability under this Agreement, if any, is limited to direct damages and to the risks and responsibilities inherent in that party's business or activity. **WEB TIME SERVICES ARE PROVIDED "AS 5", AND WITH ALL FAULTS. ADECCO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH WEB TIME, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS.** Client's sole remedy, and Adecco's aggregate liability with respect to WebTime, shall not exceed \$100. Any terms contained in any other document between the parties shall not supersede this agreement unless specifically agreed to in writing by the parties. Either party may terminate the active staffing relationship at any time: after termination, these Terms and Conditions will continue to govern the parties' rights and obligations regarding the services and work performed before the termination.

Adeccos rates are based on fair and competitive pay rates to attract and retain quality employees and may vary according to clients requirements. These rates are based on Adeccos standard services and reflect a cash/cash equivalent discount of 3%. Adecco reserves the right to increase these rates due to increased or new government-mandated costs (such as a required wage. minimum wage. payroll tax. insurance premium. assessment. contribution. benefit. or fee). Payment terms due upon receipt.

PRICING INFORMATION

Skill	Bill Rate Range	Effective Date
General Labor/ Building Maintenance	\$14.65 - \$17.58	06/23/11

CONVERSION /TRANSFER FEE

You agree to compensate us for "converting" a current or recent Associate. A conversion occurs when by direct hire or by assignment. Arrangement or contract from a source other than Adecco. You obtain the services of a person who. Anytime within the preceding 90 days. Was on assignment to you from Adecco. The general conversion cost is 30% of the person's annualized pay in his or her new employment. However, if the conversion is by your direct hire of the person. The following discounted cost applies instead:

- Total hours (rounded up) billed to you for the converted person's work in the 365 days preceding the conversion
- 1-160
 - 161-480
 - 481-960
 - 961 - 1440
 - 1441+

- Cost of conversion: percentages are of the person's annualized pay in his or her new employment
- 30%
 - 25%
 - 20%
 - 15%
 - \$1,500

ASSOCIATE GUARANTEE

If for any reason you are dissatisfied with an Associates qualifications and notify Adecco within the first 8 hours of the assignment. You will not be charged for the hours worked by the Associate and Adecco will make reasonable efforts to provide a replacement. This guarantee is your sole remedy for dissatisfaction with an Associates qualifications. performance or conduct.

BACKGROUND CHECK

Adecco provides discount pricing for background screenings through Lexis Nexis. Client will pay for the cost of all background checks plus an administrative fee equal to 12.0%. Costs are determined by type of background check required.

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

RESOLUTION NO. 12-666

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IN THE MATTER OF APPOINTING MICHELLE BLANK AND DAVID WEINBERG TO THE DELAWARE-MORROW COUNTY MENTAL HEALTH & RECOVERY SERVICES BOARD:

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

WHEREAS, the Delaware-Morrow Mental Health and Recovery Services Board is the body established, pursuant to Chapter 340.02 of the Revised Code, to govern the joint alcohol, drug addiction, and mental health service district of Delaware and Morrow Counties; and

WHEREAS, pursuant to section 340.02 of the Revised Code, the board of county commissioners appoints ten members, and in a joint-county district, the county commissioners of each participating county shall appoint members in as nearly as possible the same proportion as that county's population bears to the total population of the district, except that at least one member shall be appointed from each participating county; and

WHEREAS, as a result of the changes in population in the 2010 Federal decennial census, the Delaware County Commissioners now have eight appointments, and the Morrow County Commissioners now have two appointments; and

WHEREAS, there are currently two Delaware County appointed positions on the Delaware-Morrow Mental Health and Recovery Services Board that have terms commencing July 1, 2012;

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

Section 1. The Board of Commissioners hereby appoints Michelle Blank and David Weinberg as members of the Delaware-Morrow County Health & Recovery Services Board, effective July 1, 2012 and continuing through June 30, 2016.

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

RESOLUTION NO. 12-667

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Whereas, the Director of Administrative Services recommends hiring Alison Miller as the Records Technician for the Records Center; effective June 26, 2012;

Therefore Be it Resolved, the Board of Commissioners approve hiring Alison Miller as the Records Technician for the Records Center; effective June 26, 2012.

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

RESOLUTION NO. 12-668

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE MIDWAY GARDEN DITCH/DITCH IMPROVEMENT:

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

Supplemental Appropriation
40311433-5328 Midway Garden Ditch/Ditch Improvement \$90,000.00

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Thompson
-4th Of July Celebrations On Wednesday

Commissioner O'Brien
-The 4th Of July Is An Important Day To Celebrate
-Asked For An Update On The Weekend Windstorm From Brian Galligher, Office Of Homeland Security And Emergency Management

RESOLUTION NO. 12-669

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF FOR APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR PENDING OR

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IMMINENT LITIGATION:

It was moved by Mr. Thompson, seconded by Mr. O'Brien to adjourn into Executive Session at 10:02AM.

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

RESOLUTION NO. 12-670

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 10:55AM.

Vote on Motion Mr. Thompson Aye Mr. Stapleton Absent 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