

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 26, 2012**

---

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

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

**10:30AM Public Hearing For Consideration Of The Condominium At Riverby Site Drainage Petition**

**RESOLUTION NO. 12-1182**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 19, 2012:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on November 19, 2012; and

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

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

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

**PUBLIC COMMENT**

**ELECTED OFFICIAL COMMENT**

**RETIREMENT TRIBUTE, BEVERLY O'BRIEN**

**RESOLUTION NO. 12-1183**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1121:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1121, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increases</b>			
Janette Hill	Public Defender Services	10011202-5301	\$ 9,733.00
Beems BP	Fuel Service Center	10011106-5228	\$30,000.00
Village Network	Residential Treatment	22511607-5342	\$ 7,000.00
Adriel School	Residential Treatment	22511607-5342	\$27,000.00
DATA	Transportation JFS Program	22411601-5355	\$30,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Desc</u>	<u>Line Account</u>	<u>Amount</u>	<u>Line</u>
R1206515	MOTOROLA SOLUTION	4 NEW RADIOS	21411306 - 5260	\$12,723.00	0001
R1206537	ROTORK CONTROLS INC	REPAIR OF ACUTATORS AT ALUM CREEK AND ALUM CREEK	66211904 - 5328	\$27,459.00	0001
R1206553	JWC ENVIRONMENTAL	REPAIR AND REBUILD GRINDER	66611903 - 5450	\$15,000.00	0001

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

**RESOLUTION NO. 12-1184**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Child Support Enforcement Agency is requesting that Leslie Owens, Sharon Cole and Lisa Thompson attend a COGNOS Child Support Training in Columbus, Ohio December 4, 2012; at no cost.

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 26, 2012**

The EMS Department is requesting that Bryan Russell and Rachael Adkins attend a CSI and Forensics For EMS Training in Columbus, Ohio November 24-December 1, 2012, at the cost of \$150.00 (Fund Number 10011303)

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

**RESOLUTION NO. 12-1185**

**IN THE MATTER OF APPROVING RIGHT-OF-WAY WORK PERMIT SUMMARY SHEET:**

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

Whereas the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

Now Therefore Be It Resolved that the following permits are hereby approved by The Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U12-062	American Electric Power	South Old State @ Gladshire	Replace existing poles
U12-063	Columbia Gas of Ohio	Derby Glen Farms Section 2	Install gas mains
U12-065	Delaware County Sanitary Eng.	Liberty Road/Quail Crossing Blvd.	Replace force main

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

**RESOLUTION NO. 12-1186**

**IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN MARGARET KLEINHENZ, TRUSTEE, AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR THE DEL-CR124-1.88 HOME ROAD/SR 257/SECTION LINE ROAD INTERSECTIONS IMPROVEMENTS:**

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Margaret Kleinhenz, Trustee for the DEL-CR124-1.88 Home Road/SR 257/Section Line Road Intersections Improvements.

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract of sale and purchase with Margaret Kleinhenz, Trustee for the DEL-CR124-1.88 Home Road/SR 257/Section Line Road Intersections Improvements.

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY  
WITHOUT BUILDING(S)**

PARCEL(S): 10WD  
DEL-CR124-1.88

This Agreement is by and between the Delaware County Board of Commissioners [“Purchaser”] and Margaret Kleinhenz, Trustee, or the successor in Trust under the Trust Agreement of Margaret Kleinhenz[“Seller”]; “Seller” includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as “Parties.”

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$ 20,865.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller’s covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 26, 2012**

---

Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

3. Limited Access Parcels - Waiver of Abutters' Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

7. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

11. Physical Possession of Structures Occupied by Seller

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

12. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

13. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 26, 2012**

---

inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

15. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

16. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

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

**RESOLUTION NO. 12-1187**

**IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN DEBORAH A. CROWLEY, TRUSTEE OF THE DEBRA A. CROWLEY LIVING TRUST AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR THE DEL-CR124-1.88 HOME ROAD/SR 257/SECTION LINE ROAD INTERSECTIONS IMPROVEMENTS:**

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Deborah A. Crowley, Trustee of the Debra A. Crowley Living Trust for the DEL-CR124-1.88 Home Road/SR 257/Section Line Road Intersections Improvements.

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract of sale and purchase with Deborah A. Crowley, Trustee of the Debra A. Crowley Living Trust for the DEL-CR124-1.88 Home Road/SR 257/Section Line Road Intersections Improvements.

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY  
WITHOUT BUILDING(S)

PARCEL(S): 9WD  
DEL-CR124-1.88

This Agreement is by and between the Delaware County Board of Commissioners [“Purchaser”] and Deborah A. Crowley, Trustee of the Debra A. Crowley Living Trust [“Seller”; “Seller” includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as “Parties.”

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$ 10,626.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller’s covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 26, 2012**

---

with, if applicable, full release of dower.

3. Limited Access Parcels - Waiver of Abutters' Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

7. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

11. Physical Possession of Structures Occupied by Seller

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

12. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

13. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

15. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 26, 2012**

---

16. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

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

**RESOLUTION NO. 12-1188**

**IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN BEECHER R. BUTLER, A.K.A. BEECHER B. BUTLER AND SHARON J. BUTLER, HUSBAND AND WIFE, AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR THE DEL-CR124-1.88 HOME ROAD/SR 257/SECTION LINE ROAD INTERSECTIONS IMPROVEMENTS:**

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Beecher R. Butler, a.k.a. Beecher B. Butler and Sharon J. Butler, husband and wife for the DEL-CR124-1.88 Home Road/SR 257/Section Line Road Intersections Improvements.

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract of sale and purchase with Beecher R. Butler, a.k.a. Beecher B. Butler and Sharon J. Butler, husband and wife for the DEL-CR124-1.88 Home Road/SR 257/Section Line Road Intersections Improvements.

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY  
WITHOUT BUILDING(S)**

PARCEL(S): 14-WDV, 14-TV  
DEL-CR124-1.88

This Agreement is by and between the Delaware County Board of Commissioners ["Purchaser"] and Beecher R. Butler, a.k.a. Beecher B. Butler and Sharon J. Butler, husband and wife ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$105,000.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

3. Limited Access Parcels - Waiver of Abutters' Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 26, 2012**

---

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

7. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

11. Physical Possession of Structures Occupied by Seller

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

12. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

13. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

15. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

16. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

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

**RESOLUTION NO. 12-1189**

**IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY**

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 26, 2012**

---

**BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE CALLOS COMPANIES FOR WORKER TRAINING:**

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

Whereas, the Director of Jobs & Family Services recommends approval of the following agreement with the Callos Companies for Worker Training;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following agreement with the Callos Companies for Worker Training:

**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (the "Agreement"), is made and entered into this **26th** day of November, **2012**, by and between THE CALLOS COMPANIES, (hereinafter "CALLOS") with its local place of business located at 6547 E. Livingston Ave., Reynoldsburg, OH 43068, and the Delaware County Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Delaware County Department of Job and Family Services (hereinafter "DCDJFS"), whose address is 140 N. Sandusky Street, Delaware, OH 43015. (collectively the "Parties").

**Background**

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

**Terms**

**1. Scope of Services.** This agreement shall be in effect from January 1, 2013 through March 31, 2013 unless terminated in writing by either party pursuant to Article 4 or Article 24. CALLOS shall provide the services of the CALLOS employees to DCDJFS. DCDJFS shall authorize specific assignments for the CALLOS employees by placing a Job Order with CALLOS in the form set forth on Exhibits A ("Job Order") which is attached hereto and by this reference fully incorporated as if fully re-written here. Unless the parties agree otherwise in writing, no obligation shall be incurred by either party unless a Job Order has been executed by both parties. Before placing an CALLOS employee on an assignment, DCDJFS may interview and accept or reject a particular person based on the specific skills needed for the assignment. Other Terms and Conditions are set forth in Exhibit B ("Proposal").

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

**3. Payment of Fees.** CALLOS shall submit invoices detailing charges to DCDJFS weekly, as described in the relevant Job Order. These invoices will list the name of each CALLOS employee assigned to DCDJFS and all charges and expenses applicable to each CALLOS employee in fulfilling the DCDJFS Job Order. Unless otherwise specified in a validly executed Job Order, DCDJFS shall pay to CALLOS the total amount set forth on each invoice within thirty (30) days of the invoice date (the "Due Date"). DCDJFS will pay CALLOS for all work performed by CALLOS employees up to and including the effective date of any such termination. The total amount of compensation under this contract shall not exceed \$5,000.00.

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

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

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

**7. Severability.** If one or more of the provisions contained in this Agreement for any reason is



**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 26, 2012**

---

held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such provisions shall not affect any other provision in the Agreement.

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

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

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

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

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

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

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

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

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

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

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

**17. 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.

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 26, 2012**

---

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

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

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

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

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

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

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

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

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

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

**23. Termination:**

A. Termination for the Convenience

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

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 26, 2012**

---

**B. Breach or Default:**

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

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

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

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

County:

Shancie Jenkins  
Director  
Delaware County Department of Job and Family Services  
140 North Sandusky Street, 2<sup>nd</sup> Floor  
Delaware, Ohio 43015

Fax: (740) 833-2299

CALLOS:

---

CALLOS  
6547 E. Livingston Ave.  
Reynoldsburg, OH 43068

Fax: (614)575-8612

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

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

**Exhibit A**  
**JOB ORDER**

1. DCDJFS Company and Address: Delaware County Job and Family Services
2. DCDJFS Contact Name: Angela Thomas
3. Services to be Provided:  
  
Per Agreed Work Order
4. CALLOS Employee Name: To be provided
5. Start Date: Continuation
6. Hourly Bill Rate: Worker Rate Per Agreed Work

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 26, 2012**

---

Order Plus 19%

This Job Order constitutes the Job Order referred to in the Master Contract Agreement dated March 16, 2011 between CALLOS and DCDJFS. IN WITNESS WHEREOF, the parties have executed these Job Orders on the date set forth above:

DCDJFS NAME:

CALLOS:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

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

CALLOS

**6547 East Livingston Ave., Reynoldsburg, OH 43068**

**Ph: (614)575-4900**

**Fax: (614)575-8612**

**Exhibit B**

Proposal to:

Delaware County Job & Family Services

140 N. Sandusky St.

Delaware, OH 43015

(740) 833 - 2335

Submitted By: Brian Neal

6547 E. Livingston Ave.

Reynoldsburg, OH 43068

Ph. (614) 575 - 4900

Fax (614) 575 - 8612

Cell (614) 571 - 7152

bneal@callos.com

April 1, 2010

**THE COMPANY**

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

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

**EQUAL EMPLOYMENT OPPORTUNITY STATEMENT**

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

**HISTORY OF COMPANY**

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

**RECRUITMENT EFFORT**

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

Temporary employees are recruited through:

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

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 26, 2012**

---

**TESTING, INTERVIEWING AND INDOCTRINATION**

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

**MANDATE**

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

**QUALITY CONTROL**

- Arrival check
- Quality check calls
- Customer comment cards

**TERMS AND CONDITIONS**

**Rate Increases**

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

**Indemnity**

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

**Separation – Liquidation**

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

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

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

**Overtime**

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

**Invoicing and Management Reports**

- You will receive weekly or bi-weekly invoices for hours worked by our employees and authorized by your company's supervisors.
- Customize our invoices to assist with labor cost analysis.
- Invoices are due upon receipt.

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 26, 2012**

---

- Pricing errors must be resolved within thirty days of the invoice date. Clients failure to notify Callos of potential pricing errors within that timeframe indicate the clients agreement that the prices charged are correct.
- **Non-exempt clients will also see a separate charge for sales service tax.**

**CALLOS WEB CENTER**

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

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

**TAX AND RECORD KEEPING LIABILITY**

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

**EMPLOYEE BENEFITS**

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

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

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

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

**BONUSES FOR TEMPORARY EMPLOYEES**

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

**Payroll Temporary Proposal**

Callos provides payroll services to our clients to satisfy a variety of client hiring situations. Payrolling service differs from conventional temporary service in two basic ways:

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

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 26, 2012**

---

- Retain consultants and independent contractors without paperwork.
- Avoid the time, costs of paperwork and liabilities for probationary or seasonal employees including: new hire reporting, garnishment processing, exposure to workers' compensation and unemployment claims, and W-2 issuance.

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

**RESOLUTION NO. 12-1190**

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

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

Whereas, the Director of Jobs & Family Services recommends approval of the following agreement with Nancy Axline for Public Assistance Case Reviewer services;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following agreement with Nancy Axline for Public Assistance Case Reviewer services:

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

This contract is entered into the 1st day of January, 2013 by and between Nancy Axline (hereinafter, "Provider"), whose address is 2513 Agosta-Meeker Rd., New Bloomington, Ohio 43341, the Delaware County Department of Job & Family Services (hereinafter the "Department"), whose address is 140 North Sandusky St., 2nd Floor, Delaware, Ohio 43015, and the Delaware County Board of County Commissioners (hereinafter, the "Board"), whose address is 101 North Sandusky St., Delaware, Ohio 43015 (hereinafter collectively, the "Parties").

**PURPOSE OF CONTRACT:**

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

**TERM:**

January 1, 2013 through March 31, 2013.

**SCOPE OF SERVICES:**

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

**REMUNERATION:**

The Provider understands and agrees that it shall receive a fee of \$20.00 per hour. The total amount of this contract shall not exceed \$10,000.00.

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

**INDEPENDENT CONTRACTOR:**

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

**CONFIDENTIAL INFORMATION:**

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

**HOLD HARMLESS:**

The Provider agrees to hold harmless the Department, the Delaware County Board of County Commissioners and the Ohio Department of Job & Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.

COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 26, 2012

---

COMPLIANCE WITH LAW:

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

DISCRIMINATION:

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

OVERPAYMENT:

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

TERMINATION:

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

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

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

CAMPAIGN FINANCE-COMPLIANCE WITH ORC § 3517.13

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

NOTICES:

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

Provider:  Nancy Axline 2513 Agosta-Meeker Rd. New Bloomington, Ohio 43341	DCDJFS:  Shancie Jenkins Director Delaware County Department of Job and Family Services 140 N. Sandusky St. Delaware, Ohio 43015
----------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------

FINDINGS FOR RECOVERY:

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

SEVERABILITY:

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

GOVERNING LAW:

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



**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 26, 2012**

---

Ohio.

**ENTIRE AGREEMENT:**

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

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

**RESOLUTION NO. 12-1191**

**IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR A FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION GRANT FOR DELAWARE COUNTY EMS:**

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

Source:	FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION
Grant Amount:	\$ 19,667.48
Local Match:	0.00
Total Grant Amount:	\$ 19,667.48

The Grant is to replace our outdated "EMS Gator" with a medically configured 2013 Kubota RTV. This vehicle is utilized frequently at special events and emergency scenes, and is in need of replacement.

In 2005, Firehouse Subs established its non-profit, Firehouse Subs Public Safety Foundation, with the goal to provide funding, life-saving equipment, disaster assistance and educational opportunities for first responders and public safety organizations.

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

**RESOLUTION NO. 12-1192**

**IN THE MATTER OF APPROVING AN AFFILIATE TRAINING CENTER AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE SAN FRANCISCO PARAMEDIC ASSOCIATION FOR THE EMERGENCY MEDICAL PATIENT ASSESSMENT CARE AND TREATMENT (EMPACT) PROGRAMS:**

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

Whereas, The Director Emergency Medical Services recommends approval of the Affiliate Training Center Agreement Between The Delaware County Board Of Commissioners And The San Francisco Paramedic Association For The Emergency Medical Patient Assessment Care And Treatment (EMPACT) Programs;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Affiliate Training Center Agreement Between The Delaware County Board Of Commissioners And The San Francisco Paramedic Association For The Emergency Medical Patient Assessment Care And Treatment (EMPACT) Programs.

**AFFILIATE TRAINING CENTER AGREEMENT**

This is an agreement (hereinafter "Agreement") between the San Francisco Paramedic Association (SFPA), sponsors of the EMPACT Program located at 657 Mission Street, Suite 302, San Francisco CA 94501 (hereinafter "SFPA"), and Delaware County Board of Commissioners with its primary offices located at 10 Court Street, Delaware, Ohio 43015 (hereinafter "Training Center").

Whereas, the SFPA is a nonprofit 503(c) organization, whose mission it is to improve the delivery of emergency medical services through professional and public education.

Whereas, the Training Center would like to affiliate with the SFPA in its offerings of the Emergency Medical Patient Assessment Care and Treatment (EM PACT) Programs under the guidance of the SFPA.

Now therefore, in consideration of the promises set forth in this Agreement, all parties agree to the following:

**1. Definitions:**

a. EMPACT Materials: EMPACT Materials refers to all course materials published for the EMPACT program by either the textbook publisher - Brady Publishing, or the SFPA including but not limited to the following: Power Point/Key Note slide presentations, Textbooks, Instructor Manuals, Exams, Answer Keys, Video Presentations, DVD/AV materials, Student Handouts, Instructor Resources/Kits, and online course content/materials. EMPACT Courses: means and refers to all EMPACT courses approved by the EMPACT Committee - including the Instructor's Course, Provider Course, Renewal Course, Online Renewal Course, etc.

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 26, 2012**

---

- b. Course Completion Certificate: means those certificates produced in accordance with program approval bearing the EMPACT Program Name/Logo and SFPA information which Affiliated Training Centers will distribute to course participants upon successful completion of the EMPACT courses as specified by the EMPACT Committee.
- c. Course Completion Continuing Education (CE) Units: The Continuing Education Units for this course are issued in accordance with the Continuing Education Coordinating Board for Emergency Medical Services (CECBEMS) guidelines.
- d. Affiliate Territory: The Affiliate Training Centers Territory refers to conducting classes in the following geographic location: Delaware County, Ohio. Should a Training Center wish to expand its offerings of the EMPACT courses into other geographic locations, the Training Center may not do so without first obtaining the signed, written approval of the EMPACT Committee after submitting in writing its request to the Committee.
- e. EMPACT Committee: Is solely responsible for the following items associated with the EMPACT Programs: Curricula development and content oversight, Information Dissemination both domestically and internationally, future revisions/updates of the EMPACT programs, interfacing with authors, publishers, subject matter experts and international liaisons to ensure a cohesive transfer of information.
- f. International Committee: Works hand in hand with the EMPACT Committee to convert program materials into the international markets, focuses on translations, and ensures that the EMPACT program content is applicable to the scope of practice allowed.
- g. International Liaisons: Serve as the SFPA point of contact to all international markets and reports back to the EMPACT committee and SFPA. Provides tracking, data management, and QA/QI oversight of international programs while managing the international staff and faculty.
- h. Subject Matter Experts: Work closely with the EMPACT Committee, authors, and publisher to ensure accuracy of manuals, study guides, course materials for both students and instructors. International subject matter experts will also ensure that translations are accurate and applicable to each country.
- i. National and International Faculty: Are a select group of individuals who are responsible for the oversight and management of Regional Faculty both domestically and abroad. These people will report on the performance of the programs growth in all markets while also reporting on QA/QI issues. Additionally they will interface and relay information/problems back to the subject matter experts and EMPACT committee for review and are responsible for potential training center setup.
- j. Regional Faculty: Provide first-line oversight to Training Centers within a specified region/country. Regional Faculty members will monitor and instruct program Instructor Courses and Updates. Additionally they will be readily available to support Training Centers as necessary. Regional Faculty will also interface with Subject Matter Experts and both National and International Faculty on any course-related issues. They are also responsible for monitoring the QA/QI activities of Training Centers.
- k. Training Centers: Approved affiliated organizations, which are allowed to teach the EMPACT Curricula as, determined solely by the EMPACT Committee. These Centers will maintain adequate equipment and instructor-staff to offer high-quality courses. Training Centers will be required to offer all aspects of the EMPACT Program including Provider Courses, Instructor Courses, On-line, Group Discussion Sessions, and Renewal Courses.
- l. Training Sites: Offer the EMPACT Courses under the auspices of approved Affiliated Training Centers.
- m. Instructors: Provide the educational materials and skills simulations of the EMPACT Courses Curricula as outlined by the EMPACT Committee.

**1) Responsibilities of the Training Center:**

- a. Responsibilities: Each affiliated Training Center will conduct the EMPACT program in its entirety and in full compliance with the standards and requirements established by the EMPACT Committee, including offering all aspects of the program - provider courses, instructor courses, online skills check-off sessions and renewal courses. Additionally each affiliated Training Center agrees to maintain adequate equipment and instructor staff to offer high-quality courses, and to submit rosters and EMPACT Certificate fees to the EMPACT Committee and SFPA within thirty (30) days of completion of each course. Training Centers will be required to register each course offering online - via the EMPACT website and EMPACT program policies/procedures. Training Center also acknowledges that it will submit all data requests and reports to the EMPACT Committee and SFPA within thirty (30) days of written communication (via US Mail or electronically) from the EMPACT Committee or SFPA.
- b. Dissemination of Information: Each affiliated Training Center will disseminate information and other communications received from the EMPACT Committee to all of its Training Sites and Instructors regarding course curricula, course content, and course paperwork within thirty (30) days of receipt from the EMPACT

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 26, 2012**

---

Committee. Dissemination of information can be by written (US Mail) or electronic format.

c. Course Completion Certificates and Continuing Education (CE) Paperwork: Each affiliated Training Center is required to submit all course rosters and payments via the EMPACT Website within thirty (30) days of course completion. Each Training Center also agrees to maintain EMPACT Course completion certificates and continuing education forms in a secure location.

d. Paperwork: Each affiliated Training Center and Training Site agrees to maintain all EMPACT Course completion certificates, continuing education forms, records and paperwork in a secure location for a period of five (5) years from the completion of the course. Should this Agreement be terminated or not renewed, the Training Center agrees to immediately turn over all course paperwork and records to the EMPACT Committee and SFPA. The EMPACT Program courses are CECBEMS accredited.

**2) EMPACT Materials:** The affiliated Training Center and its Training Sites fully acknowledge that as between the SFPA and the Training Center and its Training Sites, all the materials associated with the EMPACT program including but not limited to instructor materials, course manuals, PowerPoint/Keynote materials, exams, case studies are the property of the SFPA, and the SFPA owns all rights in the EMPACT Materials, including but not limited to the copyright. The SFPA grants each Training Center and its Training Sites a nonexclusive, revocable, nontransferable license (without the right to sublicense) to reproduce, distribute, display, and perform the EMPACT materials, subject to the following restrictions: the Training Center and its Training Sites may sell the EMPACT textbooks to students/course participants, but they may not sell or distribute to any third party other than its own Training Sites and Instructors the following: instructor materials, instructor notes, case studies, PowerPoint/Keynote materials, exams, and answer keys; Affiliated Training Centers may duplicate the written exams in their entirety for the sole use during the EMPACT programs, for the duration of this Agreement; Training Centers will prohibit its Training Sites and Instructors from the un-authorized duplicating, reselling, or distributing of the EMPACT written exams and answer keys; and upon the expiration or termination of this Agreement, all originals and copies made of EMPACT instructor course exams and answer keys will be returned to the EMPACT Committee and SFPA immediately. The SFPA retains and reserves all rights not expressly conveyed to the Training Center and its Training Sites hereunder.

**3) QA/QI Policies:** The EMPACT Program has a comprehensive QA/QI Program as outlined in the QA/QI Manual. Training Center will abide by all the policies set forth in the QA/QI manual and will be responsible for ensuring that instructors and faculty are up-to-date with current course materials. Training Center Status will be renewed by the EMPACT Program based in part on the EMPACT Program's determination of the Training Center's compliance with QA/QI activities, reporting data, and random program/instructor monitoring. The SFPA database requires student's email addresses, as part of the QA/QI process the SFPA reserves the right to include your student in a follow up survey. The SFPA will share these results with your Training Center to help maintain the quality of your courses.

**4) Dispute Resolution:** The Training Center agrees to be responsible for resolving all disputes, complaints, and problems arising from offering the EMPACT Programs. The Training Center agrees to report all complaints, disputes, and problems to the SFPA/EMPACT Committee for review. Training Centers agree to adhere to the comprehensive Dispute Resolution Policies described in the EMPACT Program QA/QI Manual.

**5) Reviews:** In order to ensure that the quality of the EMPACT Program and courses remains consistent from Training Center to Training Center, each affiliated Training Center will be required to participate in audits and reviews as outlined in the EMPACT QA/QI Manual. Each affiliated Training Center will be required to submit a self-assessment, have the center be audited by assigned faculty to ensure reporting compliance, course material use and security as well as instructor compliance and course content. The affiliated Training Center agrees to also have its course monitored by national faculty approved by the EMPACT Program at least twice during each agreement period.

**6) Course Pricing:** The cost of providing the EMPACT Courses, and fees charged to course participants, are the responsibility of the affiliated Training Center. The EMPACT Program and SFPA have no responsibility for any costs incurred by the affiliated Training Center or its Training Sites. The EMPACT Committee and SFPA have no financial interest(s) in any of the affiliated Training Centers or Training Sites. All fees charged by the EMPACT Program are a direct result of the EMPACT Committee and SFPA management of the program. The Training Center is required to pay SFPA a \$15.00 US fee per student to cover the SFPA's cost of CE's and course development. The SFPA reserves the right to raise this fee in its discretion to cover any increase in cost.

**7) Additional Responsibilities of All Parties:** All parties acknowledge that this Agreement is established under Independent Contractor legal standards, and that each party is an independent business entity. As such, neither party may represent itself as an employee, agent or representative of the other party. Each party agrees that it may not incur any obligations on behalf of the other party at any time. The affiliated Training Center is solely responsible for carrying out its responsibilities under this Agreement, subject to the standards and requirements established by the EMPACT Committee. Additionally, Training Centers are solely responsible for the actions and activities of their Training Sites offering the EMPACT Program.

**8) Proprietary Rights:** Training Centers acknowledge that all Instructor-related information is proprietary to the EMPACT Program. All Instructor-related information and materials must be turned over to the EMPACT

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 26, 2012**

---

Program immediately upon written requests by the EMPACT Committee.

**9) Indemnification:**

- a. Insurance: The affiliated Training Center agrees to obtain and maintain at a minimum at its own expense a general liability insurance policy of at least \$1,000,000 per occurrence. Training Center must furnish the EMPACT Committee with a certificate of insurance upon its execution of this Agreement and any renewals thereof, and for any policy renewal prior to the expiration of an insurance policy.
- b. Exclusivity: The affiliated Training Center acknowledges that this Agreement is non-exclusive and that the EMPACT Program and SFFPA may enter into Affiliated Training Center agreements with other parties within or beyond the geographic territory of the Training Center or any other Training Center at any time to further the advancement of the EMPACT Program.

**10) Duration and Termination of Affiliate Agreement:**

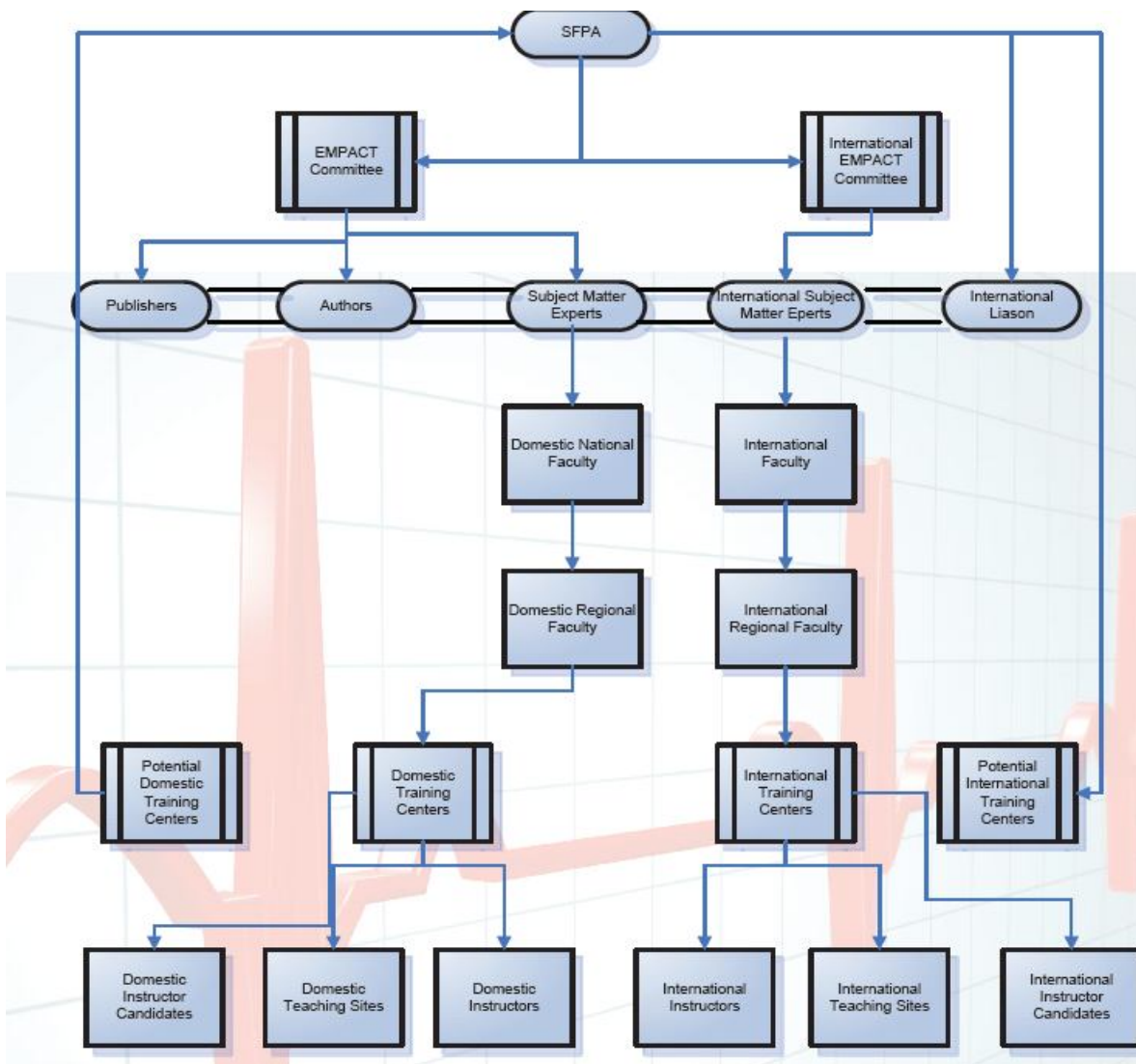
- a. Terms: The term of this Agreement shall be for a period of five (5) years, beginning on June 20, 2012. It shall be automatically renewed for an additional five (5) year period at the end of the initial term and any subsequent terms provided that the affiliated Training Center meets the reporting requirements, training requirements and QA/QI requirements without significant problems as outlined in the EMPACT manuals, and as solely determined by the EMPACT Program.
- b. Agreement Termination: Either party may terminate this Agreement if the other party breaches any of its terms and conditions and fails to cure the breach within thirty (30) days of receipt of written notice describing the breach.
- c. Either party, without cause, upon sixty (60) days written notice, may terminate this Agreement.

**11) General Terms and Conditions:**

- a. Assignment: This Agreement may not be assigned or transferred to any other Training Center with out written consent from the SFFPA and EMPACT Committee.
- b. Agreement: The terms and conditions stated in this Agreement supersede any and all prior written and oral communications between the parties.
- c. The Training Center agrees that the execution of this Agreement once signed is legal, valid and binding and is enforceable against the Training Center in accordance to the terms and conditions stated herein. The individual signing this Agreement warrants and represents that he/she is duly authorized to sign this Agreement on behalf of the Training Center.
- d. Waivers: No waiver of any term, provision or condition of this Agreement shall be deemed to be or shall constitute a waiver of any other provision thereof, nor shall it constitute a continuing waiver of any kind.
- e. Modifications: No supplements, modifications, or addendums to this Agreement shall be binding or enforceable by either party unless both parties agree to the supplements, modifications or addendums in writing.
- f. Applicable Law: This Agreement shall be interpreted and governed by the Laws of the State of Ohio without regard to its conflict of laws provisions. Any and all disputes arising hereunder shall be filed in and heard before the courts of Delaware County, Ohio.

**12. Organizational Structure:**

COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY  
 MINUTES FROM REGULAR MEETING HELD NOVEMBER 26, 2012



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

**RESOLUTION NO. 12-1193**

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

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

The Manager of Maintenance recommends accepting the resignation of Brandon Christian with the Maintenance Custodial Department; effective November 16, 2012;

Therefore Be It Resolved, that the Board of Commissioners accept the resignation of Brandon Christian with the Maintenance Custodial Department; effective November 16, 2012.

The Director of Administrative Services recommends accepting the resignation of Gina Fasone with the HR Department; effective December 3, 2012;

Therefore Be It Resolved, that the Board of Commissioners accept the resignation of Gina Fasone with the HR Department; effective December 3, 2012.

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

**RESOLUTION NO. 12-1194**

**IN THE MATTER OF APPROVING AN ADVANCE OF FUNDS, THE PAY BACK OF AN ADVANCE, TRANSFER OF APPROPRIATIONS AND SUPPLEMENTAL APPROPRIATIONS:**

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

<b>Advance</b>		
<b>From</b>	<b>To</b>	
10011102	50411121	20,543.53
Commissioners General	BR RD IMP US23 LEWIS CENTER	

COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 26, 2012

**Pay Back Advance**

27426313	10011102	
Crime Victims CASA	Commissioners General	300.00

**Transfer of Appropriation**

<b>From</b>	<b>To</b>	
27526315-5101	27526315-5319	
State Victims Assistance/Insurance	State Victims	1,576.00
	Assistance/Reimbursements	
27426313-5101	27426313-5319	
Crime Victims CASA/Insurance	Crime Victims CSA/Reimbursements	882.00

**Supplemental Appropriation**

10026202-5360	Juvenile Corrections Center Court Ser	30,102.10
---------------	---------------------------------------	-----------

**Transfer of Appropriation**

<b>From</b>	<b>To</b>	
10026201-5001	10026201-5801	
Juvenile Court/Compensation	Juvenile Court/Transfers	22,000.00

**Transfer of Funds**

<b>From</b>	<b>To</b>	
10026201-5801	27426313-4601	
Juvenile Court/Transfers	Crime Victims Grant/Interfund	13,000.00
10026201-5801	27426314-4601	
Juvenile Court/Transfers	Crime Victims CASA/Interfund	6,000.00
10026201-5801	27526315-4601	
Juvenile Court/Transfers	State Victims Assistance/Interfund	3,000.00

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

**Recess Until 10:30AM**

**RESOLUTION NO. 12-1195**

**10:30AM PUBLIC HEARING FOR CONSIDERATION OF THE CONDOMINIUM AT RIVERBY SITE DRAINAGE PETITION FILED BY THE BOARD OF THE CONDOMINIUM AT RIVERBY ASSOCIATION AND OTHERS:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to open the hearing at 10:32AM.

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

**RESOLUTION NO. 12-1196**

**IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

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

**RESOLUTION NO. 12-1197**

**IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE CONDOMINIUM AT RIVERBY SITE DRAINAGE PETITION FILED BY THE BOARD OF THE CONDOMINIUM AT RIVERBY ASSOCIATION AND OTHERS**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to close the hearing at 10:55AM.

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

**RESOLUTION NO. 12-1198**

**IN THE MATTER OF GRANTING THE PRAYER OF THE PETITION AND DIRECTING THE**

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 26, 2012**

---

**DELAWARE COUNTY ENGINEER TO PROCEED WITH PREPARATION OF PLANS, REPORTS, AND SCHEDULES FOR THE CONDOMINIUM AT RIVERBY SITE DRAINAGE PETITION FILED BY THE BOARD OF THE CONDOMINIUM AT RIVERBY ASSOCIATION AND OTHERS:**

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

Whereas, on July 25, 2012, a Drainage Petition for The Condominium At Riverby Site Watershed was filed with the Board of Commissioners of Delaware County (the "Board"); and

Whereas, the Board on October 15, 2012, conducted a view of the proposed improvements; and

Whereas, the Board on November 26, 2012, held a public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for The Condominium At Riverby Site Watershed Drainage Petition Project; and

Whereas, after hearing testimony from property owners and the preliminary report of County Engineer, Chris Bauserman, the Board is prepared to issue its findings on the proposed improvements.

Therefore, Be It Resolved, by the Board of Commissioners of Delaware County, Ohio as follows:

Section 1. The Board hereby finds that the proposed improvement is necessary and that it will be conducive to the public welfare. The Board also finds that it is reasonably certain that the cost of the proposed improvement will be less than the benefits. Accordingly, the Board hereby grants the prayer of the petition. The hearing on the Petition is hereby adjourned to the date fixed for the filing of the reports, plans, and schedules by the Delaware County Engineer.

Section 2. The Board hereby orders the Delaware County Auditor to transfer \$ Zero from the general revenue funds of the county to the general drainage improvement fund.

Section 3. Upon the transfer of funds ordered in Section 2, the Board hereby orders the Delaware County Engineer to proceed with the preparation of plans, reports and schedules as presented for the proposed Condominium At Riverby Site Watershed Drainage Petition Project. The Board hereby fixes November 26, 2013 as the date for filing of the engineer's reports, plans, and schedules. Upon filing of this information a public hearing date will be set and proper notification given to property owners in the affected watershed.

Section 4. THE BOARD HEREBY APPROVES ESTABLISHING A NEW ORGANIZATION KEY FOR THE CONDOMINIUM AT RIVERBY SITE DRAINAGE PETITION PROJECT 40311443.

Section 5. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

Section 6. Sections 1, 4, 5, and 6 of this Resolution shall take immediate effect upon passage. Sections 2 and 3 of this Resolution shall take effect upon the expiration of the twenty-one day appeal period, provided no appeal has been taken.

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

**COMMISSIONERS' COMMITTEES REPORTS**

**Commissioner O'Brien**

**-Attended and Participated In Regional Planning Executive Committee Meeting**

**Commissioner Thompson**

**-Main Street Delaware/First Friday**

**Commissioner Stapleton**

**-Special Session On Friday November 30<sup>th</sup> For Board Appointments**

**-No Session On Monday December 10<sup>th</sup> /CCAO Winter Conference**

**Tim Hansley, County Administrator**

**-County's Request For Qualifications (RFQ) For The Facilities Needs Assessment And Plan;  
Confirm A Committee To Sit In On Presentations And Conduct Interviews With The Short Listed Firms.  
The Proposed Committee Is To Be Jan Antonoplos, A Commissioner, Tiffany Jenkins, Tim Hansley And  
Jon Melvin. Then The Firms Can Be Contacted And Scheduled For The Presentations And Interviews.  
Once The Presentations And Interviews Are Complete The Committee Will Rank The Firms And Then  
Contract Negotiations Can Proceed With The Firm Ranked Number One. Cost Can Not Be Discussed  
Until The Final Rankings Are Complete. If A Price Can Not Be Negotiated With The Top Ranked Firm  
Then Negotiations Will Move To The Firm Ranked Number Two.**

COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 26, 2012

---

**Monday November 26, 2012**

**1:00PM Budget Discussion**

There being no further business, the meeting adjourned.

---

Ken O'Brien

---

Dennis Stapleton

---

Tommy Thompson

---

Jennifer Walraven, Clerk to the Commissioners