

**COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 21, 2013**

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

Present:
Ken O'Brien, President
Dennis Stapleton, Vice President
Gary Merrell, Commissioner

RESOLUTION NO. 13-1083

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 17, 2013:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on October 17, 2013; 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. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 13-1084

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Whereas, the County Administrator and the Assistant County Administrator/ Director of Administrative Services recommend hiring Michael Schuiling as the Director/Chief of Emergency Medical Services for the Emergency Medical Services Department; effective October 21, 2013;

Therefore Be it Resolved, the Board of Commissioners approve hiring Michael Schuiling as the Director / Chief of Emergency Medical Services for the Emergency Medical Services Department; effective October 21, 2013.

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

RESOLUTION NO. 13-1085

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1018 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR1018:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1018, Procurement Card Payments in batch number PCAPR1018 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
PNC- P13018711	Credit Card for Facilities	10011106-5201	\$14,000.00

<u>PR #</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
JOB AND FAMILY -SERVICE AND CHARGES				
R1305872	VARIOUS JFS BOARD AND CARE	BOARD AND CARE	22511607-5350	\$24,942.00
ENVIRONMENTAL SERVICES-SERVICE AND CHARGES				
R1305868	SANTEK ENVIRONMENTAL INC	DISPOSAL OF BIOSOLIDS - OECC	66211903-5380	\$15,000.00
R1305868	SANTEK ENVIRONMENTAL INC	DISPOSAL OF BIOSOLIDS - ALUM CREEK	66211904-5380	\$35,000.00

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R1305868	SANTEK ENVIRONMENTAL INC	DISPOSAL OF BIOSOLIDS - TARTAN	66211906	5380	\$1,000.00
R1305868	SANTEK ENVIRONMENTAL INC	DISPOSAL OF BIOSOLIDS - SCIOTO RESERVE	66211907	5380	\$3,000.00

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

RESOLUTION NO. 13-1086

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Director of the Child Support Enforcement Agency is requesting that Leslie Owens attend a Self-Assessment Prep Session in Columbus, OH on October 31, 2013; at no cost.

The Director of Emergency Communications is requesting four DelComm employees attend a National Academy of Emergency Dispatch in Delaware, Ohio from December 9-11, 2013 at the cost of \$1,280.00 (fund number 21411306).

The Director of Emergency Communications is requesting five DelComm employees attend a National Academy of Emergency Dispatch class in Delaware, Ohio from December 12-13, 2013 at the cost of \$1,600.00 (fund number 21411306).

The County Engineer's office is requesting an amendment in the amount of \$365.00 to the previously approved travel request for Jerry Ungashick, Jim Drumm, Junior Yates, Mike Seiter, Ray Brenner, Joe Warner, Ron Ford, Craig Moran, Barry Baxter, Joel Presthus, Tony Stidam, Chris McGrew and Bill Raenckle, attend a 2013 Superintendents and Mechanics Conference at Mount Sterling, Ohio (fund number 29214001).

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

RESOLUTION NO. 13-1087

**IN THE MATTER OF ACCEPTING ROADS, APPROVING RECOMMENDED SPEED LIMITS AND
RELEASING BOND FOR ESTATES AT SHERMAN LAKES:**

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

Estates at Sherman Lakes

Please be advised that The Engineer has reviewed the roadway construction of the roads within the referenced subdivision and find them to be constructed in accordance with the approved plans. Therefore, it is his recommendation that the roadways within the referenced subdivision be accepted into the public system.

The roadways to be accepted are as follows:

- An extension of 0.41 mile to **Township Road Number 1463, McClellon Drive**
- **Acadia Court**, to be known as **Township Road Number 1624**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

The Engineer also requests approval to return the Cash Bond being held as maintenance surety to the developer, T&R Properties.

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

RESOLUTION NO. 13-1088

**IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR ESTATES AT SHERMAN
LAKES:**

It was moved by Mr. Merrell, seconded by Mr. Stapleton to establish stop conditions for the following:

Stop Conditions – Estates at Sherman Lakes

It is hereby requested that a stop condition be established at the following roads within the above referenced subdivision:

- On Township Road Number 1463, McClellon Drive, at its intersection with County Road Number 21, Africa Road

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- On Township Road Number 1463, McClellon Drive, at its intersection with Township Road Number 1624, Acadia Court

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

RESOLUTION NO. 13-1089

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR OLENTANGY CROSSINGS SOUTH SECTION 2, LOT 7489, DIVISION 1:

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

WHEREAS, on October 1, 2013, a Ditch Maintenance Petition for Olentangy Crossings South Section 2, Lot 7489, Division 1 was filed with the Board of Commissioners of Delaware County (the "Board"), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within Olentangy Crossings South Section 2, Lot 7489, Division 1 located off of Artisian Run in Orange Township; and

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

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

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

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

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

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

The cost of the drainage improvements is estimated to be \$64,183.00 for the benefit of the lot being created in this site. The developed area of 2.35 acres will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each separate lot platted within the 2.35 acre site is therefore \$27,312.00 per acre. The annual maintenance fee contemplated herein shall equal 2% of this basis (\$546.24 per acre) and will be collected from each separate lot owner on a per acre basis. The first year's assessment for all of the lots in the amount of \$1,284.00 has been paid to Delaware County, receipt of which is hereby acknowledged.

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

RESOLUTION NO. 13-1090

IN THE MATTER OF APPROVING OWNER'S AGREEMENT FOR SITE PLANS FOR NELSON FARMS SECTION 2, PHASE A:

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

Whereas, as The Engineer recommends approving the Owner's Agreement for Site Plans for Nelson Farms Section 2, Phase A;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner's Agreement for Site Plans for Nelson Farms Section 2, Phase A:

Owner's Agreement for Site Plans for Nelson Farms Section 2, Phase A

OWNER'S AGREEMENT
PROJECT NUMBER: 12026

THIS AGREEMENT, executed on this 17th day of October 2013, between **NELSON FARMS ASSOCIATES, INC**, hereinafter called 'OWNER' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **NELSON**

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FARMS SECTION 2, PHASE A, further identified as Project Number 12026, is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

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

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **TWENTY-FIVE THOUSAND DOLLARS (\$25,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

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

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements

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stipulated herein.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$640,400
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 64,100
INSPECTION FEE DEPOSIT	\$ 25,000

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

RESOLUTION NO. 13-1091

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY ADULT COURT SERVICES; THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS AND THE DELAWARE AREA CAREER CENTER ABLE PROGRAM:

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

Whereas, the Director of Adult Court Services recommends approval of the Delaware Area Career Center ABLE Program contract;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the Delaware Area Career Center ABLE Program contract.

Contract for Services

AGREEMENT TO PROVIDE ABLE/GED CLASSES

This Agreement is entered into this 21st day of October, 2013 by and between the Delaware County Adult Court Services ("ACS"), whose principal place of business is located at 22 Court Street, Delaware, Ohio 43015, the Delaware County Board of County Commissioners ("Board"), whose principal place of business is located at 101 North Sandusky Street, Delaware, Ohio 43015, and the Delaware Area Career Center ("DACC") ABLE Program, whose principal place of business is located at 4565 Columbus Pike, Delaware, Ohio 43015 (hereinafter individually "Party" and collectively "Parties").

PURPOSE:

The purpose of this Agreement is to state the covenants and conditions under which DACC will provide on-site ABLE/GED classes at the ACS offices located at 22 Court Street, Delaware, Ohio 43015.

PREAMBLE:

WHEREAS, ACS is in need of on-site ABLE/GED classes on Monday evenings; and,

WHEREAS, The DACC/ABLE Program is willing and able to provide such services at an agreed upon cost.

AGREEMENT:

NOW THEREFORE, in consideration of the foregoing and for other goods and valuable consideration, receipt of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. SCOPE OF SERVICES

The DACC/ABLE Program shall provide an on-site ABLE/GED class for court-involved persons at the ACS offices located at 22 Court Street, Delaware OH 43015 ("Services").

The ABLE/GED class-tutoring will meet two (2) hours, from 5:30 PM to 7:30 PM, each Monday evening, except no ABLE/GED classes-tutoring will be held on the following Mondays: September 16, 2013, December 23, 2013, December 30, 2013, January 20, 2014, February 17, 2014, March 31, 2014, and May 26, 2014.

All class members will have a pre and post assessment using the TABE (Test of Adult Basic Education) to document learner progress, as required by the Ohio Board of Regents/ABLE office. The TABE Assessment may be administered at the ACS offices located at 22 Court Street, Delaware, Ohio 43015, but may also be administered and scored at any other ABLE locations.

The instructor will track attendance and follow-up with students when they are absent. ACS' students may also enroll in the online ABLE/GED class and work with the online instructor. There is no cost for the online class and all students are encouraged to register for this class also, since their brick and mortar/tutoring class meets only once per week.

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2. TERM

The ABLE/GED Monday evening class/tutoring sessions shall be held for thirty-six (36) weeks beginning Monday, September 9, 2013 and shall continue each Monday thereafter, except as provided in Section 1, and end on Monday, June 30, 2014.

3. PAYMENT

In exchange for providing the Services, ACS shall pay DACC \$35.00 per hour. There shall be a total allowance of three (3) hours per class (2 hours of class time plus 1 hour of preparation time). Total cost per class will be \$105.00.

To receive such payment, the DACC shall submit to ACS proper quarterly invoices for Services actually provided. Such invoices shall be detailed and include documentation, satisfactory to ACS, of Services actually provided. Such reimbursement shall be paid by ACS to the DACC within thirty (30) days of receipt by ACS of proper quarterly invoices and accompanying documentation.

The DACC agrees to accept as full payment for Services rendered in a manner satisfactory to ACS, the lesser of the following: (1) The maximum amount of Three Thousand Seven Hundred Eighty Dollars and No Cents (\$3780.00) or (2) the amount of actual expenditures made by the DACC for purposes of providing the Services. It is expressly understood and agreed that in no event shall the total compensation to be paid exceed the maximum of Three Thousand Seven Hundred Eighty Dollars and No Cents (\$3780.00).

4. APPLICABLE 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.

5. INDEPENDENT CONTRACTOR

The DACC/ABLE Program agrees that it shall act in performance of this Agreement as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement.

The DACC/ABLE Program assumes all responsibility for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, contributions to retirement plans, and/or insurance premiums which may accrue and/or become due as a result of compensation received for services and/or deliverables rendered and/or received under or pursuant to this Agreement.

The DACC/ABLE Program and/or its officers, officials, employees, representatives, agents, and/or volunteers are not entitled to any benefits enjoyed by employees of ACS, the Board, and/or Delaware County.

**6. INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT/
NO CONTRIBUTION TO OPERS:**

ACS, the Board, and Delaware County, Ohio ("County") are public employers as defined in R.C. § 145.01(D). The County has classified the DACC/ABLE Program as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of the DACC/ABLE Program and/or its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. The DACC/ABLE Program acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If the DACC/ABLE Program is an individual or has less than five (5) employees, the DACC/ABLE Program, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor Acknowledgement Form ("Form"). The Form is attached hereto and by this reference is incorporated as a part of this Agreement. The County shall retain the completed Form and immediately transmit a copy of it to OPERS.

7. PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS

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

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8. INSURANCE

The DACC shall carry and maintain throughout the life of the Agreement such bodily injury and property damage liability insurance as will sufficiently protect it and ACS, the Board, Delaware County and/or any of their respective boards, officials, officers, employees, agents, representatives, or volunteers against any and all claims for personal injury, including death, illness, bodily harm, or property damage, which may arise out of or result in whole or in part, from this Agreement. Such insurance shall include the following:

General Liability Coverage: DACC ABLE Program shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence with an annual aggregate of not less than \$2,000,000, including coverage for subcontractors, if any.

Automobile Liability Coverage: DACC ABLE Program shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles.

Workers' Compensation Coverage: DACC ABLE Program shall maintain workers' compensation coverage as required by the laws of the State of Ohio.

ACS, the Board, and Delaware County shall be named as additional insureds with respect to all activities under this Agreement in the policies required by this Subsection.

Prior to the commencement of any work under this Agreement, DACC ABLE Program shall furnish ACS with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to ACS.

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

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

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

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

DACC ABLE Program will replace certificates for any insurance expiring prior to completion of work under this Agreement.

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

9. AVAILABILITY/RETENTION OF RECORDS

At any time, during regular business hours, with reasonable notice and as often as ACS, the Board, the Comptroller General of the United States, the State, or other agency or individual authorized by ACS or the Board may deem necessary, the DACC 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. ACS, the Board, and the above named parties shall be permitted by the DACC to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Agreement.

The DACC, for the 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 term of this Agreement, the DACC 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.

10. RESPONSIBILITY OF AUDIT EXCEPTIONS

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

11. TERMINATION

A. Termination for the Convenience

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

B. Breach or Default

Upon breach or default of any of the provision, 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, the DACC shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. Waiver

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

12. SAFEGUARDING OF CLIENT

The Parties agree that the use or disclosure by any Party of any information concerning any individual eligible for Services provided pursuant to this Agreement for any purpose not directly related with the administration of this Agreement is strictly prohibited except upon the written consent of ACS and the individual.

13. CIVIL RIGHTS

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

14. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED

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

15. DRUG-FREE ENVIRONMENT

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

16. FINDINGS FOR RECOVERY

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

17. LICENSES

DACC certifies and warrants that DACC and its employees providing Services have obtained and maintain current all approvals, licenses, certifications, and/or other qualifications (collectively "Licenses") necessary to provide the Services and to conduct business in the state of Ohio. DACC further certifies and warrants that all such Licenses are operative and current and have not been revoked or are not currently suspended for any reason.

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18. NOTICES

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

DACC

Mary Beth Freeman, Superintendent
Delaware Area Career Center
4565 Columbus Pike
Delaware, OH 43015

ACS/Board

Doug Missman
Chief Probation Officer
Delaware County
Adult Court Services
22 Court Street
Delaware, OH 43015

19. ASSIGNMENT

The Agreement shall be binding on DACC, ACS, and the Board their successors and assigns, in respect to all covenants and obligations contained in the Agreement. This Agreement may not be assigned by the DACC/ABLE Program without prior written consent of ACS and the Board.

20. SEVERABILITY

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

21. ENTIRE AGREEMENT

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

22. SIGNATURES:

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

23. EFFECT OF SIGNATURE:

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

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

RESOLUTION NO. 13-1092

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE CALLOS COMPANIES FOR INTERIM STAFF:

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

Whereas, the Director of Jobs & Family Services recommends approval of the following contract with The Callos Companies;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract with The Callos Companies for Interim Staff:

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement"), is made and entered into this **3rd** day of **October, 2013**, 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

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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 October 21, 2013 through June 30, 2014 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 \$15,708.00.

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 a 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 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

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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.

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,

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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.

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.

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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, 2nd 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 Order Plus 19%

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

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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

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

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- 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.
- 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.

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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.
- 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. O'Brien

Mr. Merrell

Mr. Stapleton

RESOLUTION NO. 13-1093

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY JUVENILE COURT; THE BOARD OF DELAWARE COUNTY COMMISSIONERS AND THE EDUCATIONAL SERVICE CENTER TO PROVIDE A TRUANCY OFFICER TO THE SCHOOL DISTRICTS:

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

Whereas, the Juvenile Court Staff recommends approval of the agreement with The Educational Service Center To Provide A Truancy Officer To The School Districts:

Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the agreement with The

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Educational Service Center To Provide A Truancy Officer To The School Districts:

AGREEMENT

This Agreement is entered by and between the Educational Service Center of Central Ohio, an educational service center created pursuant to Section 3313.01 of the Ohio Revised Code (hereafter referred to as "ESC"), and the Board of Commissioners of Delaware County, Ohio (hereafter referred to as the "Commissioners"), on behalf of the Delaware County Juvenile Court (hereafter referred to as the "Court") (Individually "Party", collectively "Parties").

Background Information

A. Section 3321.15 of the Ohio Revised Code allows a probation officer to be designated as the service center attendance officer or as an assistant with the consent and approval of the Judge of the Court.

B. ESC desires the Court to designate a full time probation/ truancy officer and agrees to assist with the Court's funding of such a provision upon the terms and conditions of this Agreement.

Provisions

NOW, THEREFORE, for and in consideration of the mutual promises and agreements of the Parties contained herein, it is agreed as follows:

1. **STATEMENT OF WORK.** With the consent and approval of the Judge of the Court, the Court agrees to hire and appoint one (1) full-time probation/ truancy officer to provide attendance services for the Big Walnut, Buckeye Valley and the Olentangy local school districts. The probation/ truancy officers shall investigate the failure of parent, guardian or responsible person to cause a child's attendance at school under the direction of ESC's superintendent, but with the understanding that the probation/ truancy officers shall remain an employee of the Court so that any performance issues will need to be addressed with the Court and not the Court's probation/ truancy officer.
2. **COMPENSATION FOR SERVICES.** In exchange for the Court hiring and appointing one (1) full-time probation/truancy officer and pursuant to the terms and conditions of this Agreement, ESC shall pay to the Court an amount not to exceed sixty one thousand one hundred and fifty dollars (\$61,150.00), payable in one (1) annual installment based on actual salary and benefit expenses, on or before October 31, 2013. The Court shall submit an invoice to ESC prior to the payment date stated above. The Parties agree that neither the Commissioners nor the Court have any financial obligation to ESC in connection with this Agreement.
3. **TIME OF PERFORMANCE AND TERM OF AGREEMENT.** This Agreement period shall be effective July 1, 2013 through June 30, 2014.
4. **TERMINATION.** Prior to the expiration of the term of this Agreement, any Party may terminate the Agreement by providing thirty (30) days written notice to the other Party. The payment costs shall be prorated according to the amount of services provided through the date of termination. Termination pursuant to this paragraph will relieve all Parties of further obligation under this Agreement, except for payment for costs and services rendered through the date of termination which shall not exceed the total amount of compensation set forth in Section 2 above. All notices mentioned in this provision shall be sent by certified mail to the respective addresses provided on the signature page of this Agreement. Notwithstanding any other provision herein, this Agreement may be terminated by mutual agreement of the Parties at any time.
5. **CONCLUSION OF AGREEMENT.** This Agreement shall be concluded in compliance with the statement of work and receipt of payment by the Court of total costs payable under this Agreement and shall not constitute a binding commitment by the Court to continue this arrangement in the future.
6. **PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS.** The Parties are governmental entities/ political subdivisions and lack authority to indemnify. The Parties, agree to be and shall be individually and solely responsible for their own actions, inactions, and/or omissions and/or the actions, inactions, and/or omissions of their respective board members, officials, officers, employees, agents, representatives, and/or volunteers, resulting from the performance of this Agreement.
7. **CHANGES.** Any changes, including increase or decrease in the amount of the compensation due the Court, shall be incorporated into a written amendment to this Agreement that is signed by the Parties. No oral understanding or agreement not incorporated herein shall be binding on either of the Parties hereto.
8. **NON-DISCRIMINATION.** In connection with the execution of this Agreement, no Party shall discriminate against any employee or applicant for employment because of race, color, sex, age, religion, disability, military status, sexual orientation, ancestry, national origin or on the basis of an individual's genetic information. All Parties agree to comply with all laws, ordinances, and regulations applicable to this Agreement, which prohibit discrimination against any person because of race, color, sex, age, religion, disability, military status, sexual orientation, ancestry, national origin or on the basis of an individual's genetic information.
9. **DRUG FREE ENVIRONMENT.** The Parties agree to comply with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. The

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Parties shall make a good faith effort to ensure that all of their respective employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

10. FINDINGS FOR RECOVERY. ESC certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

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

12. GOVERNING LAW. Any claims arising in any way out of this Agreement shall be governed by the laws of the State of Ohio. Any litigation arising out of or relating in any way to this Agreement or the performance hereunder shall be brought only in the courts of Ohio, and the Parties hereby irrevocably consent to such jurisdiction.

13. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter of this Agreement.

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

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

RESOLUTION NO. 13-1094

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR THE CHESHIRE ELEMENTARY SCHOOL SANITARY SEWER IMPROVEMENTS:

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

Whereas, the construction of new sanitary sewers as part of the Cheshire Elementary School Sanitary Sewer Improvements project has been completed to meet sewer district requirements, and

Whereas, the sewer district has received the necessary items required by contract #DCES 10-01, and

Whereas, the Director of Environmental Services recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Cheshire Elementary School Sanitary Sewer Improvements

7,609' feet of 15 inch sewer	\$1,124,728.64
28 ea. manholes	\$90,300.00

Therefore, be it resolved that the Board of County Commissioners approve and accept the above sanitary sewers for ownership, operation, and maintenance by the Delaware County Sewer District

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

RESOLUTION NO. 13-1095

IN THE MATTER OF APPROVING THE SANITARY SEWER CONSTRUCTION PLANS FOR GOODWILL STORE – NORTHGATE WAY:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to approve the following sanitary sewer construction plans for Goodwill Store – Northgate Way for submittal to the Ohio EPA for their approval.

Whereas, the Director of Environmental Services recommends sanitary sewer plans for Goodwill Store – Northgate Way submittal to the Ohio EPA for their approval.

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plans for Goodwill Store – Northgate Way for submittal to the Ohio EPA for their approval.

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

RESOLUTION NO. 13-1096

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR LOWER SCIOTO:

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

Supplemental Appropriations						
66211905 – 5250		SRF LSWRF/Minor Tools, Equip, Furniture				\$12,500.00
Vote on Motion	Mr. Merrell	Aye	Mr. Stapleton	Aye	Mr. O'Brien	Aye

**ZAC MOORE, BOY SCOUT TROOP 192
EAGLE SCOUT SERVICE PROJECT SUNBURY, OHIO
PRAIRIE RUN FOOTBRIDGE**

RESOLUTION NO. 13-1097

IN THE MATTER OF ESTABLISHING A PROGRAM FOR THE DONATION TO QUALIFYING NON-PROFIT ENTITIES OF PERSONAL PROPERTY WHICH IS NOT NEEDED FOR PUBLIC USE, OBSOLETE, OR UNFIT FOR THE USE FOR WHICH IT WAS ACQUIRED, AND WHICH HAS AN ESTIMATED FAIR MARKET VALUE OF \$2500.00 OR LESS:

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

WHEREAS, section 307.12(B) of the Revised Code provides that Ohio counties may establish programs for the donation to any 501(c)(3) organization, as described in 26 U.S.C. Sections 501(a) and 501(c)(3), that is exempt from federal taxation and that is located in the State of Ohio, personal property of the county which is not needed for public use, obsolete, or unfit for the use for which it was acquired, and which has an estimated fair market value of \$2500.00 or less; and

WHEREAS, said section requires that, before donating any property pursuant thereto, the board of county commissioners adopt a resolution expressing its intent to make unneeded, obsolete, or unfit-for-use county personal property available to these organizations and including guidelines and procedures the board considers necessary to implement a donation program; and

WHEREAS, Delaware County has personal property that is not needed for public use, obsolete, or unfit for the use for which it was acquired; and

WHEREAS, such property is not appropriate to be disposed of by internet auction or other similar means but would be appropriate for donation to eligible non-profit organizations;

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

Section 1. The Board hereby expresses its intent to make unneeded, obsolete, or unfit-for-use county personal property available to eligible non-profit organizations and hereby establishes a county personal property donation program (the "Program") to further this stated intent. "Eligible non-profit organizations" shall mean any organization described in 26 U.S.C. Sections 501(a) and 501(c)(3) that is exempt from federal taxation and that is located in the State of Ohio. The County shall conduct the Program under the supervision of the County Administrator.

Section 2. Only county personal property specifically designated, by resolution of the Board, for donation pursuant to the Program shall be made available for donation.

Section 3. Any organization desiring to obtain county personal property available through the Program shall submit a written notice to the Board, sent to the attention of the County Administrator, that shall include the following: (a) evidence that the organization is located in this state and is exempt from federal taxation pursuant to 26 U.S.C. Sections 501(a) and 501(c)(3); (b) a description of the organization's primary purpose; (c) a description of the type or types of property the organization needs; and (d) the name, address, and telephone number of a person designated by the organization's governing board to receive donated property and to serve as its agent.

Section 4. The County Administrator shall maintain a list of all nonprofit organizations that notify the Board of their desire to obtain donated property under the Program and that the County Administrator determines to be eligible, in accordance with the requirements set forth in this Resolution, to receive donated property.

Section 5. The County Administrator shall maintain a list of all county personal property the Board finds to be unneeded, obsolete, or unfit for use and to be available for donation under the Program. The list shall be posted continually in a conspicuous location in the offices of the county auditor and the board of county commissioners, and the list shall also be posted continually on the county's website. An item of property on the list shall be donated to the eligible nonprofit organization that first declares to the County Administrator its desire to obtain the item.

Section 6. The Board hereby approves the following additional guidelines and procedures for the Program: (a) all donated property shall be made available "as is" and shall not be returned to the County; (b) any property that remains unclaimed on the property list for more than six (6) months may be, at the County Administrator's discretion, sold via private sale or internet auction or discarded; (c) all eligible non-profit organizations receiving donated property under the Program shall arrange for its authorized representative to pick up the donated property directly from the designated

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county location or shall pre-pay all expenses for shipping and delivery of donated property; (d) county staff shall not be permitted to deliver personal property donated under the Program; (e) any organization determined to be an eligible non-profit organization that, subsequent to that determination, loses its eligibility for whatever reason shall immediately notify the County Administrator in writing of it ceasing to be an eligible non-profit organization; and (f) the County Administrator may periodically, but not more frequently than an annual basis, require eligible non-profit organizations to provide updated written notices as set forth in Section 3 of this Resolution, and failure to provide an updated notice shall be cause for removal from the Program's approved list of recipient organizations.

Section 7. The Clerk of the Board is hereby directed to cause publication, in a newspaper of general circulation in the county, of a notice of the Board's intent to donate unneeded, obsolete, or unfit-for-use county personal property to eligible nonprofit organizations. The notice shall include a summary of the information provided in this Resolution and shall be published twice or as provided in section 7.16 of the Revised Code. The second and any subsequent notice shall be published not less than ten nor more than twenty days after the previous notice. A similar notice also shall be posted continually in a conspicuous place in the offices of the county auditor and the board of county commissioners, and the notice shall be posted continually on the county website.

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

DISCUSSION ON NELSON FARMS SEWER EXTENSION

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Stapleton:

-No Reports

Commissioner Merrell:

-Attended The Open House For The New Delaware City Fire Station

-Attended A Reception At The Stratford Ecological Center

Commissioner O'Brien:

-Regional Planning Is Thursday; MORPC Water Presentation May Be A Topic

-Central Ohio Youth Center Meeting Is Coming Up Soon

There being no further business, the meeting adjourned.

Gary Merrell

Ken O'Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners