

COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD AUGUST 30, 2018

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

Present:
 Gary Merrell, President
 Barb Lewis, Vice President

Absent:
 Jeff Benton, Commissioner

1
RESOLUTION NO. 18-942

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 27, 2018:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on August 27, 2018; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 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 Mrs. Lewis Aye Mr. Benton Absent

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

4
RESOLUTION NO. 18-943

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0829 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0829:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0829, memo transfers in batch numbers MTAPR0829 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
PR Number	Vendor Name	Line Description	Line Account Amount
R1804835	PYRINEX INC	4 REPLACEMENT PCS FOR 9-1-1	21411306 - \$5,080.00
		1	5260
R1804835	PYRINEX INC	SHIPPING	21411306 - \$120.00
			5331

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Absent

5
RESOLUTION NO. 18-944

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Emergency Medical Department is requesting that Captain Joe Farmer attend an International Trauma Center Conference in St. Lois, Missouri from November 6-11, 2018 at the cost of \$400.00 (fund number 10011303).

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The Emergency Medical Department is requesting that Assistant Chief Eric Burgess attend an International Public Safety Association Conference in Washington, D.C. from November 14-15, 2018 at the cost of \$1,075.00 (fund number 10011303).

The Juvenile Court department is requesting Kara Moore attend a Great Lakes Leadership Seminar in Niagara Falls, New York from October 14-19, 2018 at the cost of \$700.00 (fund number 26426303).

The Regional Sewer District is requesting that Janet Fawcett attend a Succeeding as an Administrative Professional Seminar in Columbus, Ohio on September 26, 2018 at a total cost of \$122.60 from fund 66211901.

The Emergency Communications Department is requesting that Patrick Brandt and Matthew Fletcher attend an ALERT Public Safety Solution Linx Symposium in Dublin, Ohio from October 3-5, 2018 at the cost of \$990.00 (fund number 21411306).

Vote on Motion Mr. Benton Absent Mr. Merrell Aye Mrs. Lewis Aye

6

RESOLUTION NO. 18-945

IN THE MATTER OF SETTING DATE AND TIME FOR A PUBLIC HEARING WITH RESPECT TO THE POTENTIAL ISSUANCE BY FRANKLIN COUNTY OF ITS REVENUE BONDS PURSUANT TO CHAPTER 140, OHIO REVISED CODE, TO FINANCE HOSPITAL FACILITIES FOR THE BENEFIT OF OHIOHEALTH CORPORATION LOCATED IN FRANKLIN COUNTY, DELAWARE COUNTY AND CERTAIN OTHER COUNTIES PURSUANT TO SECTION 147(f) OF THE INTERNAL REVENUE CODE:

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

PUBLIC HEARING NOTICE

Notice is hereby given that on Monday, September 24th, commencing at 9:45A.M., a public hearing will be held by the Board of Commissioners of Delaware County, Ohio at 101 North Sandusky Street, Delaware, Ohio 43015, with respect to the proposed issuance by the County of Franklin, Ohio (the "Issuer") of its Hospital Facilities Revenue Bonds, Series 2018 (OhioHealth Corporation) (the "Bonds"), in one or more series, having a maximum aggregate principal amount not to exceed \$275,000,000 for the purposes of (a) financing a portion of the costs of acquiring, constructing, installing, equipping and otherwise improving "hospital facilities", as defined in Section 140.01 of the Ohio Revised Code, including reimbursing costs previously incurred for such projects, including, without limitation, (i) the construction of the newly established OhioHealth Corporation Corporate Administrative Building, (ii) the acquisition and construction of the new Grove City Health Center, (iii) construction of and/or improvements to the Downtown Community Care Center, the Trauma Service Expansion and the Master Facility Bed Expansion, each associated with Grant Medical Center, (iv) construction of and/or improvements to the Neonatal Intensive Care Unit, the Renal Dialysis Relation Center, the Cardiac Nuclear Imaging Center and the Surgery Modernization Project, each associated with Riverside Methodist Hospital, (v) construction of and/or improvements to the 5th Floor Facilities, Endoscopy Facilities and Outpatient Services associated with OhioHealth Doctors Hospital, (vi) construction of and/or improvements to the Freestanding Emergency Department associated with the OhioHealth Mansfield Hospital, (vii) construction of and/or improvements to the Emergency Department associated with OhioHealth Shelby Hospital, (viii) construction of and/or improvements to Critical Care Infrastructure and Radiation Oncology Facilities associated with OhioHealth O'Bleness Hospital, (ix) construction of and/or improvements to the MRI and Imaging Facilities, the Cardiac Catheter Laboratory Facilities and the Delaware Medical Campus Radiation Oncology Facilities, each associated with OhioHealth Grady Memorial Hospital, (x) construction of and/or improvements to the Master Facility Plan-Bed Privatization project associated with OhioHealth Marion General Hospital, (xi) construction of and/or improvements to the Hardin Memorial Hospital, (xii) construction of and/or improvements to the Interim Campus Expansion and the Medical and Surgical Expansion, each associated with Dublin Methodist Hospital, and (xiii) other routine capital expenditures, all of which hospital facilities, including those specifically set forth in (i)-(xiii) above, are currently located or are to be located at the following locations: 66-80 S. 6th St. Columbus, Ohio, 1750 W. 4th St. Ontario, Ohio, 141 E. 6th St. Columbus, Ohio, 340 E. 6th St. Columbus, Ohio, 651 Central Ave. Delaware, Ohio, 5555 Cleveland Ave. Columbus, Ohio, 335 Gleasner Ave. Mansfield, Ohio, 770 Jasonway Ave. Columbus, Ohio, 262 Neil Ave. Columbus, Ohio, 1020-1050 Delaware Avenue Marion, Ohio, 2240 N. Bank Dr. Columbus, Ohio, 3880 Fishinger Blvd Hilliard., Ohio, 801 OhioHealth Blvd Delaware, Ohio, 75 Washington Blvd Kenton, Ohio, 250 W. Bridge St. Dublin, Ohio, 180 E. Broad St. Columbus, Ohio, 5000-5100 W. Broad St. Columbus, Ohio, 165 West Center St. Marion, Ohio, 454-561 W. Central Ave. Delaware, Ohio, 100 Tippet Court Sunbury, Ohio, 4335 Alum Creek Dr. Obetz, Ohio, 6314 Scioto Darby Creek Road Hilliard, Ohio, 55-75 Hospital Dr. Athens, Ohio, 6905-7450 Hospital Dr. Dublin, Ohio, 785-800 McConnell Dr. Columbus, Ohio, 7853 Pacer Dr. Delaware, Ohio, 6670-6870 Perimeter Dr. Dublin, Ohio, 1450 Davidson Dr. Reynoldsburg, Ohio, 4191 Kelnor Dr. Grove City, Ohio, 5300 Nike Dr. Hilliard, Ohio, 130 University Dr. Marion, Ohio, 7630 Rivers Edge Dr. Columbus, Ohio, 921 E. Franklin St. Kenton, Ohio, 990 S. Galloway Road Galloway, Ohio, 111 S. Grant Ave Columbus, Ohio, 5610 N. Hamilton Rd. Columbus, Ohio, 5868 N. Hamilton Rd. New Albany, Ohio, 765 N. Hamilton Rd.. Gahanna, Ohio, 4141 N. Hampton Dr. Powell, Ohio, 5130-5131 Beacon Hill Road Columbus, Ohio, 931 Chatham Lane Columbus, Ohio, 500-797 Thomas Lane Columbus, Ohio, 1365 N. Lexington-Springmill Rd. Ontario,

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Ohio, 11 John Lloyd Evans Memorial Dr. Nelsonville, Ohio, 4850 & 4882 E. Main St. Columbus, Ohio, 6960 E. Main St. Reynoldsburg, Ohio, 500 E. Main St. Columbus, Ohio, 460 S. Main St. Mt. Victory, Ohio, 199 W. Main St. Shelby, Ohio, 7708 Green Meadows Dr. Lewis Center, Ohio, 3663 Ridge Mill Dr. Hilliard, Ohio, 1713 Marion Mt. Gilead Rd. Marion, Ohio, 3 E. Nationwide Blvd. Columbus, Ohio, 7 Easton Oval Columbus, Ohio, 1000 McKinley Park Dr. Marion, Ohio, 3430 OhioHealth Parkway Columbus, Ohio, 10401 Sawmill Parkway Powell, Ohio, 1710 Columbus Pike Delaware, Ohio, 1120 Polaris Pkwy Columbus, Ohio, 300 Polaris Pkwy Westerville, Ohio, 565 Metro Place South Dublin, Ohio, 2222 Welcome Place Columbus, Ohio, 1166 Dublin Rd. Columbus, Ohio, 3363 Tremont Rd. Columbus, Ohio, 5350-5450 Frantz Rd. Dublin, Ohio, 3535-3820 Olentangy River Road Columbus, Ohio, 2014 Baltimore-Reynoldsburg Road Reynoldsburg, Ohio, 1325-2030 Stringtown Road Grove City, Ohio, 141 S. 6th St. Columbus, Ohio, 387 Rich St. Columbus, Ohio, 4343 All Seasons Dr. Hilliard, Ohio, 285 E. State St. Columbus, Ohio, 1033 High St. Worthington, Ohio, 5050 Palmetto St. Columbus, Ohio, 1125 Yard St. Columbus, Ohio, 895 W. 3rd Ave Grandview, Ohio, 303-393 E. Town St. Columbus, Ohio, 444 W. Union St. Athens, Ohio, 404 E. Wilson Bridge Rd. Columbus, Ohio, 444 E. Union St. Athens, Ohio (each, a “project”) and (b) paying certain costs and expenses incurred with respect to the issuance of the Bonds, including costs of credit enhancement, any liquidity facility and any interest rate exchange agreement. The initial owner or principal user of each project is presently anticipated to be OhioHealth Corporation, Grady Memorial Hospital, Marion General Hospital, Inc., Hardin Memorial Hospital, MedCentral Health System or The Sheltering Arms Hospital Foundation, Inc. dba O’Bleness Memorial Hospital, each an Ohio nonprofit corporation. Not more than \$95,000,000 of the stated principal amount of the Bonds will be spent at any one project listed in this notice

The Bonds will be special obligations of the Issuer and will not constitute a debt or a pledge of the faith and credit or the taxing power of the Issuer or of the County of Delaware, Ohio. Persons wishing to express their views on the proposed bond issuance may appear at the hearing, or may submit their views in writing. Any written submissions should be sent to the attention of Jennifer Walraven, Clerk of the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015, and clearly marked "RE: County of Franklin, Ohio Hospital Facilities Revenue Bonds, Series 2018 (OhioHealth Corporation)." Written submissions should be mailed in sufficient time to be received before the hearing date of received before the hearing date of September 24, 2018.

Vote on Motion Mr. Merrell Aye Mr. Benton Absent Mrs. Lewis Aye

**7
RESOLUTION NO. 18-946**

IN THE MATTER OF SETTING DATE, TIME, AND PLACE FOR THE FINAL HEARING BY THE COMMISSIONERS FOR THE RUDER EAST DRAINAGE IMPROVEMENT PETITION PROJECT:

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

WHEREAS, on July 31, 2006 the Board adopted Resolution No. 06-974, finding in favor of the improvement and directing the Delaware County Engineer to proceed with the preparation of plans, reports, and schedules for the Ruder #86 and Toot #98 Watershed Drainage Improvement Petition Project; and

WHEREAS, on December 13, 2017, David and Brenda Baldinger filed an amendment application requesting that the Ruder East portion of the project be evaluated as an independent project, separated from the larger, original project (“Baldinger Application”); and

WHEREAS, the Board on April 12, 2018, adopted Resolution No. 18-406 directing the Delaware County Engineer to proceed with the preparation of plans, reports and schedules for the Ruder East “Baldinger Application” Drainage Improvement Project; and

WHEREAS, the Delaware County Engineer has notified the Commissioners that the plans, reports, and schedules for the construction of the Ruder East Drainage Improvement Petition Project are finalized for their review and consideration;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of the County of Delaware have fixed **Thursday, October 11, 2018, at 10:00A.M.** at the Commissioners Hearing Room 101 North Sandusky Street Delaware, Ohio as the time and place of the final hearing by the Commissioners on the report of the County Engineer.

Vote on Motion Mrs. Lewis Aye Mr. Benton Absent Mr. Merrell Aye

**8
RESOLUTION NO. 18-947**

IN THE MATTER OF SETTING DATE, TIME, AND PLACE FOR THE FINAL HEARING BY THE COMMISSIONERS FOR THE THOMAS #9 WATERSHED DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, the Board of Commissioners of Delaware County on October 13, 2016 , held a public hearing

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and determined the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the reconstruction and improvement of the Thomas #9 Watershed Drainage Improvement Project; and

WHEREAS, at that time the Delaware County Commissioners directed the Delaware County Engineer to proceed with the preparation of plans, reports, and schedules for the completion of the Drainage Improvement project; and

WHEREAS, the Delaware County Engineer has notified the Commissioners that the plans, reports, and schedules for the construction of the Thomas #9 Watershed Drainage Improvement Petition Project are finalized for their review and consideration;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of the County of Delaware have fixed **Thursday, October 18, 2018, at 10:00A.M.** at the Commissioners Hearing Room 101 North Sandusky Street Delaware, Ohio 43015 as the time and place of the final hearing by the Commissioners on the report of the County Engineer.

Vote on Motion Mr. Benton Absent Mr. Merrell Aye Mrs. Lewis Aye

9
RESOLUTION NO. 18-948

IN THE MATTER OF SELLING PERSONAL PROPERTY TO GOAL DIGITAL ACADEMY:

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

WHEREAS, Delaware County currently owns certain personal property, specifically fifteen (15) student work tables and one (1) instructor desk, that is no longer needed for use by Delaware County, and the fair market value of the property is, in the opinion of the Board of County Commissioners (the "Board"), less than two thousand five hundred dollars; and,

WHEREAS, pursuant to section 307.12(B)(1) of the Revised Code, the Board may sell the property to a private entity without competitive bidding; and,

WHEREAS, Goal Digital Academy has expressed a need for and can utilize the Property, the property was utilized by North Central Jobs for Ohio's Graduates under a former contract and is already located at 248 North Washington Street, Delaware, Ohio 43015.

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

Section 1. The Board hereby approves the sale of the Property to Goal Digital Academy for the total sum of One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00).

Section 2. The Property shall be sold upon the condition that the Property is accepted "as is."

Section 3. The Clerk of the Board shall provide a certified copy of this Resolution to Goal Digital Academy.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Absent

10
RESOLUTION NO. 18-949

IN THE MATTER OF DELEGATING AUTHORITY TO THE DIRECTOR OF DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES:

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

WHEREAS, Ohio Administrative Code Section 5101:9-6-82 provides for the inter-county adjustment of any state or federal county family services agency allocation; and

WHEREAS, counties have requested such adjustments to best meet the needs of their constituents, due to the limited allowable uses of each fund and the nuances of the random moment sampling process on a county's funding stream; and

WHEREAS, any unspent allocations within a county at the end of a fiscal year revert back to the state for use by the State Department of Job and Family Services; and

WHEREAS, a county family services agency must make such inter-county adjustment requests to the Ohio Department of Job and Family Services and include with such request a resolution authorizing such from that county's board of county commissioners; and

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WHEREAS, in accordance with Ohio Administrative Code Section 5101:9-6-82(F), a board of county commissioners may pass a resolution assigning authority to another party to serve as their designee and therefore grant that party authority to sign the inter-county adjustment agreement on behalf of the county for a specific period of time; and

WHEREAS, the Delaware County Department of Job and Family Services provides services and supports daily operations through various contracts, agreements, and memoranda of understanding; and

WHEREAS, these various contracts, agreements, and memoranda of understanding include Workforce Investment contracts and agreements; On the Job Training and other Training and work subsidies to employers; Individual Training Accounts; PRC contracts and agreements for work related activities and employer subsidies; Children Services Individual Child Care Agreements and Memoranda of Understanding to document responsibilities for referral processes and core services with various community partners; and

WHEREAS, the Ohio Attorney General, in Opinion No. 2004-031, dated August 25, 2004, affirmed that “a Board of County Commissioners may, by resolution pursuant to R.C. 329.04(A)(7) and (B) or R.C. 329.05, assign to the County Department of Job and Family Services authority for the County Director of Job and Family Services to enter into contracts and agreements necessary to perform these powers and duties.”;

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

Section 1. The Director of the Delaware County Department of Job and Family Services is hereby authorized to serve as the Delaware County Board of Commissioners’ designee with authority to sign inter-county adjustment agreements on behalf of Delaware County until December 31, 2019.

Section 2. The Director of the Delaware County Department of Job and Family Services is hereby authorized to enter into and administer contracts, agreements, and memoranda of understanding for the following: workforce investment activities, on the job training and other training and work subsidies to employers, individual training accounts, PRC agreements for work related activities and employer subsidies, children services individual child care, and referral process and core services with community partners.

Section 3. In the absence of the Director of the Delaware County Department of Job and Family Services, an Assistant Director of the Delaware County Department of Job and Family Services is hereby authorized to exercise the authority delegated in Sections 1 and 2 of this Resolution.

Section 4. This Resolution shall take immediate effect upon adoption and shall supersede any prior resolutions delegating authority as set forth herein.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Absent

11

RESOLUTION NO. 18-950

IN THE MATTER OF APPROVING THE PROGRAM YEAR 2018/2019 SUB-GRANT AGREEMENT BY AND BETWEEN THE LOCAL AREA 7: THE WORKFORCE DEVELOPMENT BOARD; THE AREA 7 CHIEF ELECTED OFFICIALS CONSORTIUM AND THE CHIEF ELECTED OFFICIALS OF SUB-GRANTEE DELAWARE COUNTY FOR WORKFORCE DEVELOPMENT SERVICES:

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

WHEREAS, the Director of Jobs & Family Services recommends approval of the following Sub-Grant Agreement;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following program year 2018/2019 sub-grant agreement by and between the local Area 7: the Workforce Development Board; the Area 7 Chief Elected Officials Consortium and the Chief Elected Officials of Sub-grantee Delaware County for Workforce Development Services:

PROGRAM YEAR 2018/2019 SUB-GRANT AGREEMENT

This agreement, entered into by and between the local Area 7: the Workforce Development Board (herein referred to as the “Board”) and the Area 7 Chief Elected Officials Consortium (“Consortium”) and the Chief Elected Officials of Sub-grantee **Delaware County** (“Sub-Grantee”), hereby establishes a Grantee/Sub-Grantee relationship between the Board and Sub-Grantee.

This agreement sets forth the terms under which the parties shall work together to provide comprehensive, business-driven workforce development services in coordination with other partners providing such services throughout Area 7.

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All entities receiving United States Department of Labor (USDOL) Employment and Training Workforce Innovation and Opportunity Act (WIOA) funds shall comply with the requirements and administer a program in accordance with the applicable federal regulations at 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), and the additional policies and procedures contained in this document. Any violation of fiscal policies and procedures, whether discovered through monitoring or auditing activities or self-reported, will be resolved through procedures developed by the Area 7 Board. The principles and procedures contained herein are subject to change in order to comply with any changes in federal or state policies.

Montgomery County will be the fiscal agent for all of Area 7. Area 7's sub-grantees will submit requests for funds to Montgomery County ("Fiscal Agent") via expenditures and accruals reported in CFIS Web WIOA Ledger Reporting ("CFIS Web WIOA LR"). In addition, Area 7's sub-grantees will submit the requests for funds in the CFIS Web WIOA state system. Fiscal Agent will then aggregate these requests and send one cash request to ODJFS. Upon receipt, ODJFS will send an electronic funds transfer for a single amount of money to Fiscal Agent. Fiscal Agent will then segregate and disburse the funds by sub-grantee according to the CFIS Web WIOA draw requests. Sub-Grantee shall deposit its funds received from Area 7 into a separate WIOA account/fund within the county.

Fiscal Agent will track Sub-Grantee's expenditures against a ceiling set by the Area 7 Board and the Consortium. The area will operate on a cost-reimbursement system that is compliant with 2 CFR 200.305. At the point in which Sub-Grantee reaches its ceiling for the year, Fiscal Agent will cease to disburse funds to Sub-Grantee. Conversely, if Sub-Grantee is significantly under-spent, Fiscal Agent will contact Sub-Grantee to identify the reason for the under-spending. Fiscal Agent will seek to assist Sub-Grantee with making full and efficient use of their funds. As a result, the Area 7 Board will remain informed of spending patterns and make any necessary policy recommendations, including reallocation to other subgrantees within Area 7 per Area 7 policy.

The Area 7 Board may allocate funding to Sub-Grantee under this agreement for any allowable workforce development purposes, including but not limited to WIOA formula funds, Comprehensive Case Management Employment Program (CCMEP), Temporary Assistance for Needy Families (TANF), Rapid Response (RR), National Emergency Grants (NEG) or National Dislocated Worker Grants (NDWG), Ohio Works Incentive Program (OWIP), Veterans programs, various other USDOL grants, Ohio Department of Job and Family Services (ODJFS) discretionary funds or other state programs, and other special project funds. Any such funds, less applicable Area 7 administrative costs, shall be transmitted to Sub-Grantee through the Area 7 Fiscal Agent only after the Board (via the Area 7 Fiscal Agent) has sent an allocation notice stating the amount and the terms and conditions of the funding via the CFIS Web WIOA system.

These sub-grants are awarded with federal funding and, therefore, are dependent upon the continuing receipt of such funding. Should all federal and state funds be terminated, this sub-grant agreement shall terminate as of the date the funding expires without further obligation of the awarding entity.

I. DUTIES OF THE AREA 7 BOARD

Under this agreement, the Area 7 Board shall be the awarding entity. The Board shall notify Sub-Grantee of the amount of its grant(s) via an official allocation notice by distributing the funds through the CFIS Web WIOA system. Any change in the grant amount or terms shall be subject to the same procedure.

The Area 7 Board shall be responsible for:

1. Planning

Prepare a strategic direction for Area 7 that is compliant with the Workforce Innovation and Opportunity Act and ODJFS requirements to do the following:

- A. Assess the general workforce needs of the area;
- B. Negotiate performance standards for the area with the state;
- C. Set goals and parameters for meeting performance standards and continuous improvement;
- D. Provide parameters to implement WIOA Adult, Dislocated Worker, and Youth programs, as well as non-formula projects;
- E. Encourage and participate in regional planning efforts;
- F. Foster the sharing of best practices, including maintenance of a website containing information about the operation of WIOA and OhioMeansJobs center delivery system within Area 7; and
- G. Such other requirements and elements as contained in WIOA or other applicable federal and state legislation, polices, and guidelines.

2. Policy Development

Develop and maintain policies and processes for the following:

- A. Administration of WIOA Programs in Area 7
 - a. Public records requests
 - b. Waivers to Area 7 policy and sub-grantee policy and process guidelines

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- c. Record retention for a minimum of five (5) years following the close of the grant or if there is outstanding litigation associated with the grants until the litigation is resolved.
- d. Conflict of interest
- e. Sensitive information and technological security
- f. Oversight and monitoring
- g. Complaint and hearing procedures
- h. One-stop Memorandum of Understanding (MOU)
- B. Financial Administration of WIOA Programs
 - a. Annual expenditure rate requirements
 - b. Transfers of funds (voluntary releases, reallocations, and “friendly transfers” between Area 7’s member counties)
 - c. Procurement, requests for proposals (RFP), and contracting guidelines
 - d. Audits and other financial monitoring
 - e. Rapid Response and/or funding special or non-formulary projects
- C. Programs, Services, and Activities for WIOA Adults and Dislocated Workers
 - a. Definitions relevant to WIOA Adult and Dislocated Worker eligibility, including any self-sufficiency income test
 - b. Career services, including supportive services
 - c. Training services, including Individual Training Accounts (ITA) and On-the-Job Training (OJT)
 - d. Follow-up and post placement services
 - e. Limited funds for WIOA Adult funding, and the priority of service when a declaration of limited funds has been made by the area
 - f. Veterans’ priority of service
 - g. Eligible training providers
- D. Programs, Services, and Activities for WIOA Youth
 - a. Definitions relevant to Youth for eligibility purposes
 - b. Youth work experience, including the requirements in WIOA for at least 20 percent of WIOA Youth funds to be spent on work experiences
 - c. Background checks
 - d. Youth provider procurement and approval processes
- E. Employer Services and Business Relations Services
 - a. Incumbent Worker Training (IWT)
 - b. Processing job orders and the use of OhioMeansJobs.com as a business tool
 - c. Drug testing

3. Governance and Compliance

- A. General Board Oversight
 - a. Allocation and reallocation of funds (see also Section 4: Financial)
 - b. Complaint procedures and programmatic hearings
 - c. Oversight, management, and compilation of the local area (Area 7) MOU and dealing with MOU impasse situations
 - d. OhioMeansJobs center system structure
 - e. Selection, designation, and certification of Area 7 member counties’ comprehensive and affiliate OhioMeansJobs centers
 - f. Selection of one-stop operator(s)
 - g. Development and submission of local and regional plans
 - h. Research and analysis of local and regional labor markets
 - i. Lead efforts to engage employers, establish career pathways, and promote promising practices and initiatives to meet workforce needs
 - j. Approve youth service providers and vendors
 - k. Negotiation of local performance measures
 - l. Other relevant topics required of the board under WIOA
- B. Sub-Grant Agreements
 - a. Develop format
 - b. Facilitate distribution and signing
 - c. Modify as necessary, at least every two (2) years
 - d. Maintain and ensure compliance of the parties within the agreement
- C. Board Compliance
 - a. Establish by-laws in conjunction with the Consortium
 - b. Establish policies necessary for board administration and WIOA program operation
 - c. Coordinate with the Consortium regarding the identification and nomination of members to the board to ensure membership compliance

4. Financial

- A. Approve allocation formula methodology for sub-grantees

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- B. Administer process for reallocation within Area 7
- C. Monitor fiscal functions of sub-grantees
- D. Run reports, as needed for oversight of Area 7 and sub-grantee operation
- E. Prepare budget for Board operation and administration
- F. Ensure cash management principles are followed by Fiscal Agent
- G. Work with Fiscal Agent to release and account for funds, including grant closeout procedures, as required by WIOA and ODJFS
- H. Operate and carry out Area 7 functions within the budget adopted by the Area 7 Board, with agreement of the Consortium, and based on withholding a percentage of WIOA funds from sub-grantees, upon the agreement of the Board and the Consortium
- I. Work with Fiscal Agent to assist Sub-Grantee in making efficient and effective use of funds
- J. Assist Sub-Grantee with resolution of audits or problems related to federal, state, or local funds, as described in section 5.
- K. Fiscal Agent (designated by the Chief Elected Official) to perform accounting and funds management on behalf of the Area 7 Consortium. The Fiscal Agent is responsible for the following functions:
 - a. Receiving funds;
 - b. Ensuring sustained fiscal integrity and accountability for expenditures of funds, in accordance with 2 CFR 200 et. seq., WIOA, and corresponding federal regulations and state policies;
 - c. Providing technical assistance to sub-recipients regarding fiscal issues; and
 - d. Other necessary duties, as required and appropriate, including but not limited to: procuring contracts or written agreements, conducting financial monitoring of service providers, and ensuring an independent audit is conducted of all employment and training programs.

5. Monitoring, Audits, and Audit Resolution

The Area 7 Board shall be responsible for monitoring and audits, as required by WIOA:

- A. Oversight and monitoring of the Adult, Dislocated Worker, and Youth programs, and the entire OhioMeansJobs center delivery system
- B. Area 7 Board staff shall be responsible for audit resolution in conjunction with the Fiscal Agent and Sub-Grantee.
- C. Instances of continuing noncompliance with program, fiscal, or policy requirements may result in withholding of funds from Sub-Grantee by agreement of the Board and the Consortium. Any such proposed action would be subject to redress through the dispute resolution process contained in this agreement.
- D. Review monthly activity and monitoring reports
- E. Provide for desk reviews and oversee any necessary corrective action
- F. Perform audits and monitoring to ensure compliance with all applicable federal, state, local laws, and board policies
- G. Provide audit resolution assistance and technical assistance necessary to resolve compliance findings
- H. All property and equipment purchased with federal and state funds will be obtained, maintained, and liquidated according to the applicable federal and state laws as set forth in **2 CFR 200.33, 200.313, 200.314, and 2 CFR 200.439 as applicable.**

6. OhioMeansJobs Centers

- A. Provide guidance for OhioMeansJobs centers
- B. Provide information, technical assistance, and best practices to assist in continuous improvement efforts
- C. On a regular basis, ensure that OhioMeansJobs centers are certified, maintained, and managed; as well as assess physical and programmatic accessibility in accordance with section 188 of WIOA and any applicable provisions of the Americans with Disabilities Act of 1990
- D. Provide MOU format and guidelines for what must be included in local MOUs

7. Grant Applications

- A. Review, write, and act upon letters of support for federal and other grant applications on recommendation of Sub-Grantee or after consultation with affected councils
- B. Act as grant clearinghouse for Area 7
- C. Coordinate workforce development grant applications initiated by Sub-Grantee

8. Business Relations Functions

Provide business relation services, including:

- A. Referral of business inquiries
- B. Coordination for business inquiries which affect more than one Sub-Grantee
- C. Network with various contacts to further best practices

9. Youth Committee

- A. Develop and operate the WIOA Youth Committee for Area 7
- B. Provide guidelines and coordination for WIOA Youth program activities

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- C. Approve WIOA Youth providers and establish guidance for that approval process

II. DUTIES OF SUB-GRANTEE

Under this agreement, Sub-Grantee will be responsible for establishing and operating comprehensive workforce development activities, within the guidelines established by Area 7 and WIOA. Sub-Grantee will carry out these duties through a partnership of chief elected officials as well as partners and community resources.

Funds provided under this agreement shall be used for authorized purposes and must be expended in accordance with all applicable federal statutes, regulations, terms and conditions of the subawards, policies, including those of WIOA, and the negotiated federal, state, and local area performance levels.

Under guidelines developed by Area 7, Sub-Grantee shall:

1. General

- A. Establish and operate a WIOA-compliant workforce development system, which provides services pursuant to WIOA to the community, as well as eligible individuals and employers.
- B. Maintain a business-driven partnership in coordination with elected officials.
- C. Develop, submit, and monitor workforce development plans as required by WIOA and by Area 7.
- D. Administer Training Accounts (including OJTs) and Support Accounts within the guidelines established by the Area 7 Board, including the posting of all training and support accounts, as well as any expenses identifiable to an individual participant, in CFIS Web WIOA Client Tracking ("CFIS Web WIOA CT") or other required data system in place at the time.
- E. Follow established procedures and policies for approving and identifying eligible training providers, including WIOA Youth program providers.
- F. Provide information for sharing best practices within Area 7.
- G. Provide services to employers and job seekers as required under WIOA, including the tracking of self-service and universal customers, via CFIS OMJ Module or other required data system in place at the time.
- H. Report expenses paid using funds passed to Sub-Grantee by Area 7 for individual participants and non-participant ("n/a") costs in CFIS Web WIOA CT and LR, and report to Fiscal Agent through CFIS Web WIOA.
- I. Cooperate in the Area 7 and ODJFS complaint and appeals process regarding eligibility for services or terms and conditions of services rendered as required under WIOA.
- J. Provide programmatic services as a primary purpose, and to provide administrative services functions and activities only if contracted with for specific administration, as defined in WIOA regulations.

2. Definitions

"Contract" means a legal instrument for the purchase of property or services needed to carry out the project or program under a federal award. The term does not include a legal instrument for a federal award or subaward.

"Contractor" means an entity that receives a contract as defined in this rule.

"Corrective action" means action taken by the following a complaint, monitoring finding or audit finding that:

- a. Corrects identified deficiencies;
- b. Produces recommended improvements; or
- c. Demonstrates that monitoring or audit findings are either invalid or do not warrant additional corrective action.

"Federal award" means the federal financial assistance that Area 7 receives directly from the federal awarding agency or ODJFS. All federal awards issued are assigned a single number in the catalog of federal domestic assistance (CFDA).

"Federal award date" means the date when the federal award is signed by the authorized official of the federal awarding agency.

"Internal control" means a process designed to provide reasonable assurance regarding the achievement of objectives in the following categories:

- a. Effectiveness and efficiency of operations;
- b. Reliability of financial reporting for internal and external use; and
- c. Evaluating and monitoring compliance with applicable laws and regulations.

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All Area 7 subrecipients are responsible for establishing a system of internal controls that include a separation of duties as it applies to the management of grant funds.

"Pass-through entity" means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program. ODJFS is the pass through entity for Area 7.

"Single audit" means an audit that includes both the entity's financial statements and the federal awards as described in 2 C.F.R. part 200 for entities which expend seven hundred fifty thousand dollars or more during the entity's fiscal year in federal awards or subawards.

"Subaward" means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a federal award. It does not include payments to a contractor or payments to an individual who is a beneficiary of a federal program. A subaward may be provided through any form of a legal agreement, including an agreement that the pass-through entity considers a contract.

"Subgrant agreement" is the grant agreement or legal instrument by which Area 7 issues a subaward to a subrecipient.

"Subrecipient" means a non-federal entity that receives a federal award from a pass-through entity to carry out any part of a federal program, but does not include an individual who is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.

3. Audits and Monitoring

- A. Perform monitoring to ensure compliance with all applicable federal, state, local laws, and board policies.
- B. Cooperate in the performance of an annual risk assessment based upon monitoring requirements established by ODJFS
- C. Cooperate with Area 7 staff to provide information and documentation necessary to resolve audit findings.
- D. Provide information and cooperate with Area 7 monitoring activities, including reporting performance activity, as required by federal law through the statewide reporting system.
- E. Provide a corrective action plan within 60 days of the identification of any deficiencies and take such corrective action as necessary to cure the deficiencies related to the programs or funds awarded.
- F. Access to records must be granted by Sub-Grantee to ODJFS, Area 7, DOL, or the Comptroller General of the United States for the purposes of audit, examination, excerpts, and transcriptions.
- G. Records shall be retained as specified in 2 CFR 200.333, Area 7 policy, and as contained in the sub-grant agreement between the state and Area 7. When any retention requirements conflict with another of these requirements, the strictest of the rules shall be followed.
- H. Adhere to all applicable property management and equipment standards as set forth in 2 CFR 200.311 and 2 CFR 200.313.

4. Administration of the OhioMeansJobs Center

- A. Oversee the functional management of the OhioMeansJobs center under Area 7 Board guidelines, and submit any changes in OhioMeansJobs center management to the Area 7 Board for approval.
- B. Negotiate MOUs with local partners and submit to the Area 7 for approval.

5. Service Providers

- A. Utilize ODJFS's training provider system Workforce Inventory of Education and Training (WIET) for training accounts.
- B. Avoid use of training providers or programs listed on Area 7's excluded providers list, which is maintained on the Area 7 website.
- C. Identify and select providers for youth activities and send to Area 7 Board for approval prior to contract. Follow law and state policy requirements for the competitive bidding of youth program elements.

6. Fiscal

- A. Ensure grant funds are expended within the period of performance set by the grant funding stream awards and, in the alternative, participate in reallocation process of WIOA funds within Area 7.
- B. Apply indirect cost rate if negotiated or other approved cost allocation methodology to funds received in accordance with 2 CFR 200.414.
- C. Follow systems, policies, and procedures for receipt, expenditure, tracking, and reporting of WIOA funds in CFIS Web WIOA CT and LR, as well as CFIS Web WIOA.
- D. Program income shall be identified and spent only on allowable activities relating to the program under which the income was generated.

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- E. Procurement shall be accomplished by Sub-Grantee in a manner consistent with federal, state, and Area 7 requirements.
- F. Provide or assist Area 7 in providing financial and program reports.
- G. Comply with cost allocation requirements.
- H. Comply with matching requirements applicable to program activities.
- I. Agree to the withholding of funds from Sub-Grantee's WIOA allocation for operation of Area 7, per agreement between the Area 7 Board and the Area 7 Chief Elected Officials Consortium.
- J. Comply with closeout requirements.
- K. Comply with all Area 7 fiscal policies and procedures.

7. Performance

Sub-Grantee shall meet or exceed the established WIOA federal performance measures. Area 7 will review Sub-Grantee performance on a quarterly basis and provide technical assistance. If Sub-Grantee fails to meet any standard for the program year, Sub-Grantee may be required to submit a corrective action plan to Area 7 and work with Board staff to resolve any performance issues.

III. GENERAL TERMS

1. Liability

The Area 7 Board and its Chief Elected Officials Consortium shall have liability for proper use of the Area 7 administrative funds used for its direct operations.

Liability follows the WIOA dollars sent to each Sub-Grantee. Audit exceptions and sanctions will be passed onto the causal sub-grantee. Per the Area 7 Intergovernmental Agreement amended by the Consortium for Program Year 2016, audit exceptions and sanctions imposed on the area but not passed to causal counties will be distributed to all sub-grantees proportionally and based upon each sub-grantee's percentage share of the total population in Area 7, using the latest available United States Census data.

The Area 7 Board shall purchase such insurance as is available to limit and cover the liability of the Board and Consortium of elected officials and of its subgrantees.

Subgrantees shall also purchase such insurance as is available to limit and cover any liability exposure they may have as a result of the award of the sub-grants.

2. Disputes

Any dispute which cannot be resolved between the Area 7 Board and Sub-Grantee shall be submitted to the Area 7 Chief Elected Officials Consortium, which shall issue a written decision. If any party is not satisfied with the decision, either may seek the services of the Ohio Commission on Dispute Resolution. Parties shall make a good faith effort to mediate and resolve disputes informally prior to accessing formal channels of dispute resolution.

3. Termination

- A. This Agreement may be terminated for convenience by either party upon 30 days written notice to the other party.
- B. This Agreement may be terminated for cause in the event of a breach of any of the terms or conditions under this sub-grant agreement or a violation of the rules and regulations applicable to the sub-grants. In such instance notice of the violation shall be provided in writing to the sub-grant recipient. The sub-grant recipient shall have thirty days to provide a corrective action plan acceptable to the Area 7 Board and Consortium of Elected Officials. If a plan is not provided within the thirty (30) day period termination shall be effective on the thirtieth (30th) day and Area 7 shall not be obligated for further payments.

4. Certifications and Assurances

The Area 7 Board and all Sub-Grantees shall comply with applicable state and federal laws, including but not limited to:

- A. Drug Free Workplace
- B. Federal Debarment and Suspension
- C. Lobbying Activities Restrictions
- D. Environmental Tobacco Smoke
- E. Executive Order 11246, Equal Employment Opportunity, Nondiscrimination and EEO
- F. Clean Water Act and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 - 1387)
- G. WIOA and Ohio Ethics and Conflict of Interest provisions
- H. Disaster Recovery Plans.
- I. Copeland Anti Kickback Act (18 U.S.C. 874 and 40 U.S.C. 3145 and 29 C.F.R. part 3).

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- J. Davis-Bacon Act as amended (40 U.S.C. 3141 - 3148 and 29 C.F.R. part 5)
- K. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 – 3708 and 29 C.F.R. part 5)
- L. Rights to Inventions (37 C.F.R. 401)

This agreement becomes effective upon July 1, 2018 and shall be in effect for two (2) years, through June 30, 2020 unless otherwise amended prior to the expiration date.

Vote on Motion Mr. Benton Absent Mr. Merrell Aye Mrs. Lewis Aye

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RESOLUTION NO. 18-951

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY JUVENILE COURT; THE BOARD OF DELAWARE COUNTY COMMISSIONERS, AND THE BOARD OF EDUCATION OF THE EDUCATIONAL SERVICE CENTER OF CENTRAL OHIO FOR A TRUANCY OFFICER:

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

WHEREAS, the County Juvenile/Probate Court Judge and Staff recommend approval of the agreement with the Board of Education of the Educational Service Center of Central Ohio for a Truancy Officer;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the agreement with the Board of Education of the Educational Service Center of Central Ohio for a Truancy Officer:

2018-2019 AGREEMENT FOR TRUANCY OFFICER

This Agreement for Truancy Officer (“Agreement”) is entered into this 30th day of August, 2018 by and between the Board of Commissioners, Delaware County, Ohio (“Board”), whose principal place of business is located at 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Juvenile Court (“Court”), whose principal place of business is located at 140 North Sandusky Street, Ground Floor, Delaware, Ohio 43015 (Board and Court collectively “County”), and the Board of Education of the Educational Service Center of Central Ohio (“ESC”), an educational service center created pursuant to R.C. § 3313.01, whose principal place of business is located at 2080 Citygate Drive, Columbus, Ohio 43219 (individually “Party”, collectively “Parties”).

PREAMBLE

- A. **WHEREAS**, with the consent and approval of the judge of the juvenile court, R.C. § 3321.15 allows a probation officer of the juvenile court to be designated as an educational service center attendance officer; and,
- B. **WHEREAS**, the compensation of a probation officer so designated shall be fixed and paid in the same manner as salaries of other probation officers of the juvenile court; and,
- C. **WHEREAS**, in addition to such compensation, the governing board of an educational service center may pay additional compensation to any probation officer designated as attendance officer; and,
- D. **WHEREAS**, the traveling expenses of a probation officer so designated as attendance officer, which would not be otherwise incurred as a probation officer, shall be paid by the educational service center governing board; and,
- E. **WHEREAS**, pursuant to R.C. § 3321.15, the Parties desire and the Court agrees to designate a full time probation officer of the Court as the ESC attendance officer and ESC agrees to assist the Court with funding such a position consistent with R.C. § 3321.15 and upon the terms and conditions of this Agreement.

AGREEMENT

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

1. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which a Court probation officer shall be designated as the ESC attendance officer and under which ESC shall provide funding for such position.

2. AUTHORITY

The Parties are authorized to enter this Agreement pursuant to, including, but not limited to, R.C. § 3321.15.

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3. STATEMENT OF WORK

Pursuant to R.C. § 3321.15, with the consent and approval of the judge of the Court, the Court agrees to hire, appoint, and manage one (1) full-time probation officer of the Court to be designated and serve as the ESC attendance officer (“Officer”) for the Big Walnut Local School District, Buckeye Valley Local Schools, and the Olentangy Local School District (collectively “Schools”).

The Officer shall work under the direction of the ESC superintendent. It shall be the responsibility of the Officer to investigate the failure of parents, guardians, and/or other responsible persons to cause a child’s attendance at any of the Schools.

The Officer shall remain an employee of the Court. The compensation of the Officer, including salary and benefits, shall be fixed and paid in the same manner as compensation, including salary and benefits, of other probation officers of the Court. The County shall provide office space, a desk, telephone, computer, access to the internet, access to a copier, and standard office supplies for the Officer.

ESC shall address all performance issues or concerns regarding the Officer to the Court and not directly to the Officer. The Court may, if it determines appropriate, then address such issues with the Officer.

4. COMPENSATION FOR SERVICES

In exchange for the Court hiring, appointing, and managing an Officer pursuant to the terms and conditions of this Agreement, ESC shall pay to the Court, not to exceed, the following amount for the compensation of the Officer, including salary and benefits:

\$71,631.00

The above amount shall be payable to the Court on or before October 31, 2018. It is understood by the Parties that the actual amount paid may be less, based upon actual compensation (salary and benefits) paid to or on behalf of the Officer. The Court shall invoice ESC for the compensation of the Officer no less than thirty (30) days prior to the payment date stated above. ESC shall submit payment in-full to the Court by no later than the date stated above.

The traveling expenses of the Officer as attendance officer, which would not otherwise be incurred as a probation officer, shall be in addition to the above amount for compensation and shall be paid to the Court out of the educational service center governing board fund. The Court shall submit invoices to ESC for traveling expenses as incurred by the Officer, but no more frequently than once per month. ESC shall have thirty (30) days to pay any such invoices.

The Parties agree that the Board, the Court, and Delaware County, Ohio have no financial obligation to ESC or otherwise in connection with this Agreement.

5. TERM

This Agreement shall be effective July 1, 2018 through June 30, 2019.

6. RENEWAL

Upon written agreement of the Parties, this Agreement may be renewed for successive one (1) year periods subject to the same terms and conditions provided herein and upon any such terms and conditions as may be specifically agreed upon, added and/or amended in writing signed by the Parties.

7. TERMINATION

This Agreement may be terminated as follows:

A. 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.

OR

The Parties may terminate this Agreement at any time and for any reason upon the mutual written consent of the Parties.

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

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Agreement may, at the election of the aggrieved Party, be immediately terminated.

Termination pursuant to this section shall relieve the Parties of any and all further obligations under this Agreement, except:

- ESC shall pay and the Court shall be entitled to receive compensation for services provided by the Officer as the ESC attendance officer through the effective date of termination.
- If ESC has already paid the Court pursuant to this Agreement, the Court shall refund to ESC, not to exceed the total amount received from ESC for the services of the Officer, the amount received less any compensation for services provided by the Officer as the ESC attendance officer through the effective date of termination.
- ESC shall pay and the Court shall be entitled to receive any traveling expenses incurred by the Officer as attendance officer, which would not otherwise have been incurred as a probation officer, through the effective date of termination.

If the Agreement is terminated pursuant to this Section, the Parties shall have no cause of action against the other Party, except for a cause of action for non-payment for the services and traveling expenses rendered or incurred by the Officer through the effective date of termination.

Notwithstanding, the Parties, without limitation, retain and reserve and may exercise any available administrative, contractual, equitable or legal actions or remedies.

8. WAIVER

The waiver of any provision or requirement of this Agreement or any occurrence of breach or default of this Agreement is not and shall not be interpreted as a waiver of any such subsequent occurrences. If either Party fails to perform an obligation(s) 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 any other failure(s). Waiver by either Party shall be authorized in writing and signed by an authorized representative(s) of the waiving Party.

9. NO FUTURE COMMITMENT

This Agreement shall not constitute a binding commitment or agreement by the Court to continue this arrangement or the employment of the Officer beyond the term of this Agreement or any termination of this Agreement.

10. 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 negligence, actions, inactions, and/or omissions and/or the negligence, 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.

11. AMENDMENTS

This Agreement may only be amended in writing with the signed mutual consent and agreement of the Parties.

12. NON-DISCRIMINATION

In full-filling the obligations of this Agreement, the Parties certify and agree as follows:

- A. The Parties shall comply with any and all applicable federal, state, and/or local laws prohibiting discrimination and providing for equal opportunity.
- B. The Parties shall not in any way or manner discriminate against any employee, applicant for employment, or person on account of race, color, religion, sex, age, disability, handicap, sexual orientation, gender identity, or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

13. ACCESSIBILITY

In full-filling the obligations of this Agreement, the Parties certify and agree as follows:

- A. The Parties shall make all services/programs provided pursuant to this Agreement accessible to the disabled/handicapped.
- B. The Parties shall comply with any and all applicable federal, state, and/or local laws mandating accessibility and Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto.

14. DRUG FREE ENVIRONMENT

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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 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.

15. CERTIFICATION REGARDING FINDINGS FOR RECOVERY

ESC, by signature of its authorized representative below, hereby certifies that it is not subject to any current unresolved findings for recovery pending or issued against it by the State of Ohio.

Tom Goodney
Superintendent

Date

16. COURT AND COUNTY POLICIES

The Officer shall be bound by, conform to, comply with, and abide by all current applicable Court policies (“Court Policy”) and Delaware County policies (“County Policy”). The County may, in its sole discretion, discipline the Officer, including up to termination, and may, notwithstanding any other provision of this Agreement, immediately terminate this Agreement, subject to the surviving rights and obligations listed in subsection 7, for failure of the Officer to comply with Court Policy and/or County Policy. Copies of County Policy are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. Copies of Court Policy are available upon request. The Court and/or County reserve the authority to change, supplement, amend, replace, enact, repeal, and/or rescind Court Policy and/or County Policy at any time, for any reason, and without notice.

17. NOTICES

All notices, consents, and/or other communications which may or are required to be given by this Agreement or by operation of law, shall be in writing and shall be deemed duly given if personally (hand) delivered, sent by certified or registered United States Mail, return receipt requested, sent via nationally recognized and reputable overnight express courier, return receipt requested, via facsimile, confirmation of delivery, or email, confirmation of delivery, to the following individuals at the following addresses or facsimile numbers and shall be effective when sent or transmitted:

Court and Board:

Karen Wadkins
Fiscal Coordinator
Delaware County Juvenile Court
140 North Sandusky Street, Ground Floor
Delaware, Ohio 43015

Facsimile: (740) 833-2599

Email: kwadkins@co.delaware.oh.us

ESC:

Tom Goodney
Superintendent
Educational Service Center of Central Ohio
2080 Citygate Drive
Columbus, Ohio 43219

Facsimile: _____

Email: _____

18. 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.

19. 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.

20. DRAFTING

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This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

21. HEADINGS

The subject headings of the paragraphs in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

22. ENTIRE AGREEMENT

This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements, whether written or oral, between the Parties relating to the subject matter hereof.

23. COUNTERPARTS

This Agreement may be executed in counterparts.

24. 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. Benton Absent Mrs. Lewis Aye

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RESOLUTION NO. 18-952

IN THE MATTER OF APPROVING ESTIMATE, BID SPECIFICATIONS AND SETTING BID
OPENING DATE AND TIME FOR THE PROJECT KNOWN AS THE INVITATION TO BID (ITB
#18-03) STAINLESS STEEL SHOWER CABINETS:

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

WHEREAS, the Director of Facilities recommends approval of the estimate, bid specifications and bid opening date and time for the project known as Invitation to Bid (ITB #18-03) Stainless Steel Shower Cabinets;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the estimate, bid specifications and bid opening date and time for the project known as Invitation to Bid (ITB #18-03) Stainless Steel Shower Cabinets.

PUBLIC NOTICE
INVITATION TO BID
ITB #18-03 – STAINLESS STEEL SHOWER CABINETS

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

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 at 10:00 AM on Wednesday, October 10, 2018, at which time they will be publicly opened and read and the contract awarded as soon as possible, for stainless steel shower cabinets for the Delaware County Jail.

Each bid must contain the full name of every person or company interested in same, and a Bid Guaranty must be submitted with each bid, pursuant to the requirements of R.C. 153.54. Bid specifications may be obtained by contacting the Delaware County Facilities Management Office at (740) 833-2280, email jmelvin@co.delaware.oh.us, or in person at 1405 US 23 North, Delaware, Ohio during normal business hours.

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

Vote on Motion Mrs. Lewis Aye Mr. Benton Absent Mr. Merrell Aye

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RESOLUTION NO. 18-953

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IN THE MATTER OF ACCEPTING THE RECOMMENDATIONS OF THE DELAWARE COUNTY TAX INCENTIVE REVIEW COUNCILS (TIRC) FOR TAX YEAR 2017:

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

WHEREAS, the TIRCs reviewed projects for compliance per Ohio Revised Code 5709.85(C) on Thursday, August 23, 2018; and

WHEREAS, the Berlin Township TIRC reports that it currently does not have any Enterprise Zone or Community Reinvestment Area exemptions to review; and

WHEREAS, the Berlin and Liberty Townships TIRC found the P&D Builders/Ohio Corn Growers CRA exemption was in compliance with all requirements and recommends continuing the agreement; and

WHEREAS, the Liberty Township TIRC recommends continuing the State Automobile Mutual CRA exemption, subject to follow up regarding whether PILOT payments have been made to the Olentangy Local School District and Delaware Area Career Center, and also found the CitiCorp CRA exemption was in compliance with all requirements and recommends continuing the agreement; and

WHEREAS, the Orange Township TIRC found the Menard, Inc. CRA exemption was in compliance with all requirements and recommends continuing the agreement, found the MC MSB LLC CRA exemption was in compliance with all requirements and recommends continuing the agreement, and found the Olentangy Crossings TIF agreement in compliance with all requirements and recommends continuing the agreement; and

WHEREAS, the Village of Sunbury reports that it currently does not have any Enterprise Zone exemptions to review; and

WHEREAS, the Board of Commissioners is required by the Ohio Revised Code to submit an annual report on the status of each agreement and the recommendations of the TIRC to the Director of the Ohio Development Services Agency;

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. The Board hereby accepts the TIRCs' recommendations.

Section 2. The Board directs the Economic Development Coordinator to file all information required by the State of Ohio with the Director of the Ohio Development Services Agency.

Section 3. The Board hereby thanks the members of the TIRCs for their service.

Section 4. This Resolution shall take effect and be in force immediately after its passage.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Absent

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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator
-No reports.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

-Met with the new President of Otterbein College. He is a Genoa Twp. resident. Will be asking him to come to session to talk about opportunities for internships for students.

Commissioner Merrell

-Attended a meeting concerning the Entrepreneurial Center at Ohio Wesleyan yesterday. They will be holding an Open House on October 4th.
-There will be a Regional Planning meeting tonight at 6:30 P.M.

There being no further business, the meeting adjourned.

Gary Merrell

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Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners