

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 6, 2019**

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

Present:
Barb Lewis, President
Jeff Benton, Vice President
Gary Merrell, Commissioner

10:00 A.M. Public Hearing For Consideration Of The Lifepoint Church Watershed Drainage Improvement Petition

1
RESOLUTION NO. 19-530

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 3, 2019:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on June 3, 2019; 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 Aye

2
PUBLIC COMMENT

3
RESOLUTION NO. 19-531

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0605:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0605 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Buckeye Power	Services for EMS Stations	21411306-5325	\$6,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R1903487	AMERICAN ELECTRIC EQUIPMENT CO INC	REPLACEMENT BATTERIES AT TOWER 10 TOWER SITES	21411306 - 5450	\$77,244.00
R1903499	JWC ENVIRONMENTAL INC	REPLACE CUTTER STACK ON GRINDER MONSTER - OECC	66211900 - 5428	\$18,760.51

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

4
RESOLUTION NO. 19-532

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Emergency Medical Services Board is requesting that Lieutenant Jessica Carnes attend a Medical Emergencies Update in Grove City, Ohio on December 11, 2019 at no cost.

The Emergency Medical Services Board is requesting that Lieutenant Jessica Carnes attend a Stroke/Neuro Update in Grove City, Ohio on October 9, 2019 at no cost.

The Emergency Medical Services Board is requesting that Lieutenant Jessica Carnes attend a Drowning/Farming Accidents Update in Grove City, Ohio on June 12, 2019 at no cost.

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

5

RESOLUTION NO. 19-533

IN THE MATTER OF APPOINTING MEMBERS TO THE DELAWARE COUNTY WORKFORCE PARTNERSHIP COMMITTEE:

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

WHEREAS, on January 7, 2019, the Board of County Commissioners (the “Board”) adopted Resolution No. 19-13, creating a Delaware County Workforce Partnership Committee to create key partnerships with community partners to build an integrated workforce system and build attraction, retention, and education programs for the local workforce; and

WHEREAS, Economic Development Coordinator, Jenna Goehring, as Chair of the Delaware County Workforce Partnership Committee, was directed to submit candidates for appointment as members to the Delaware County Workforce Partnership Committee, in accordance with Resolution No. 19-13;

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

Section 1. The Board hereby appoints the following members to the Delaware County Workforce Partnership Committee:

Position	Appointee	Term Ends
Delaware County Ohio Means Jobs	Carolyn Stout	June 30, 2021
Delaware Area Career Center	Lisa-Marie Reinhart	June 30, 2023
Columbus State Community College Delaware Campus	Jeffrey Akers	June 30, 2021
City of Delaware Economic Development Department	Kelsey Scott	June 30, 2023
Private Sector Business Representative	Carl Landis, Tanger Outlets Columbus	June 30, 2023
Private Sector Business Representative	Bala Sathyanarayanan, Greif Inc.	June 30, 2021

Section 2. The appointments approved herein shall be effective immediately upon adoption of this Resolution.

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

6

RESOLUTION NO. 19-534

IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACTS AND FIRST AMENDMENTS BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND CHILD PLACEMENT PROVIDERS YOUNG STAR ACADEMY, DEPARTMENT OF MENTAL HEALTH-EASTWAY CORPORATION, COMMUNITY TEACHING HOMES, INC., NATIONAL YOUTH ADVOCATE PROGRAM AND OESTERLEN SERVICES FOR YOUTH:

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

WHEREAS, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations; and

WHEREAS, the Director of Job & Family Services recommends approval of the following contracts and first amendments;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contracts and first amendments for Child Care Placement providers:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Young Star Academy LLC 1012 ODNR, Mohican 51 Perryville, Ohio 44864 This Agreement in effect from 7/1/2019-6/30/2020	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

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**FIRST AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND YOUNG STAR ACADEMY, LLC**

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and Young Star Academy, LLC (“Provider”) (“First Amendment”) is entered into this June 6, 2019.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/19 through 06/30/20 (“Agreement”); and

Whereas, Article XV of the Agreement allows the Parties to amend the Agreement via a written amendment signed by both parties; and,

Whereas, Agency and Provider desire and have agreed to amend the Agreement to include the additional terms and conditions set forth herein.

Now Therefore, the Parties agree to amend the Agreement as follows:

Section 1 – Supplemental Terms and Conditions

The following terms and conditions shall be added to and supplement the indicated sections of the Agreement:

- A. Article II.** This agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for two (2) additional one (1) year terms not to exceed three (3) years
- B. Article V.B.** Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the twentieth (20th) day of each month. The progress report will be based on the child’s Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- C. Article V.D. and V.E.** Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.
- D. Article V.E.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child’s medication has changed.
- E. New Article V. S.** Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- F. New Article V. T.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- G. Article VIII. A.** There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
- H. New Article VIII. J.** Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Ms. Sandy Honigford, Assistant Director, whose email address is sandy.honigford@jfs.ohio.gov and Mr. Steven Sikora, Fiscal Supervisor, whose email address is steven.sikora@jfs.ohio.gov. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.

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- I. **Article XX.A.** Agency agrees to waive the requirement for One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage.
- J. **Article XX.D.** In lieu of the coverage amount indicated in the Agreement, Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate above the commercial general and business auto primary policies.
- K. **Article XX.F.** The Delaware County Board of Commissioners (Board”) shall be listed as the Certificate Holder.

SECTION 2 – Added Terms and Conditions

The following terms and conditions shall be added to the Agreement:

A. Independent Contractor Acknowledgement/No Contribution to OPERS. Agency, Board, and Delaware County, Ohio (for purposes of this section collectively “County”) are public employers as defined in R.C. § 145.01(D). The County has classified the Provider 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 Provider and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Provider 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 Provider is an individual or has less than five (5) employees, Provider, 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/Worker Acknowledgement Form (“OPERS Form”). The OPERS Form is attached to this First Amendment as Exhibit 1. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If Provider has five (5) or more employees, Provider, by signature of its authorized representative below, hereby certifies such fact in lieu of completing the OPERS Form:

Signature

Date

Printed Name

Title

B. Campaign Finance – Compliance with R.C. § 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 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 Agreement will prohibit the Agency from entering, proceeding with, and/or performing the Agreement. Such certification is attached to this First Amendment as Exhibit 2.

Section 3 - Miscellaneous

- A. Exhibits to Agreement.**
 - 1. Exhibit 1 – Scope of Work. This exhibit is referenced throughout the Agreement. It does not exist.
 - 2. Exhibits II and III. The Agreement was not competitively bid. These exhibits do not exist.
 - 3. Exhibit IV – Rate Schedule. This exhibit is also referenced as “Schedule A.” It is attached to the Agreement labeled “Title IV-E Schedule A Rate Information.”
- B. Attachments to First Amendment.** The following are attached to this First Amendment and by this reference are incorporated into this First Amendment:
 - 1. OPERS Independent Contractor/Worker Acknowledgement.
 - 2. Certification/Affidavit in Compliance with O.R.C. Section 3517.13.

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- C. Conflicts.** In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail.
- D. Other Terms and Conditions Unchanged.** All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.
- E. Signatures.**
 - 1. Unless otherwise stated and unless the Agreement is otherwise signed by the Board or, where authorized, the Delaware County Administrator (“Administrator”) on behalf of the Board, the signatures of the Board or Administrator below shall be approval of both the Agreement and this First Amendment.
 - 2. Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal’s behalf and is authorized to bind such principal.
- F. Auditor’s Certification.** The Auditor’s Certification attached to this First Amendment shall serve as the Auditor’s Certification for the Agreement.

IN WITNESS WHEREOF, the Parties have executed the Agreement and this First Amendment as of the date of the signature of the Parties.

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Department of Mental Health- Eastway Corporation 600 Wayne Avenue Dayton, Ohio 45410 This Agreement in effect from 7/1/2019-6/30/2020	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

**FIRST AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND DEPARTMENT OF MENTAL HEALTH-EASTWAY CORPORATION**

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and Department of Mental Health-Eastway Corporation (“Provider”) (“First Amendment”) is entered into this June 6, 2019.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/19 through 06/30/20 (“Agreement”); and

Whereas, Article XV of the Agreement allows the Parties to amend the Agreement via a written amendment signed by both parties; and,

Whereas, Agency and Provider desire and have agreed to amend the Agreement to include the additional terms and conditions set forth herein.

Now Therefore, the Parties agree to amend the Agreement as follows:

Section 1 – Supplemental Terms and Conditions

The following terms and conditions shall be added to and supplement the indicated sections of the Agreement:

- A. Article II.** This agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for two (2) additional one (1) year terms not to exceed three (3) years
- B. Article V.B.** Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the twentieth (20th) day of each month. The progress report will be based on the child’s Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- C. Article V.D. and V.E.** Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.

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- D. Article V.E.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child’s medication has changed.
- E. New Article V. S.** Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- F. New Article V. T.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- G. Article VIII. A.** There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
- H. New Article VIII. J.** Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Ms. Sandy Honigford, Assistant Director, whose email address is sandy.honigford@jfs.ohio.gov and Mr. Steven Sikora, Fiscal Supervisor, whose email address is steven.sikora@jfs.ohio.gov. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.
- I. Article XX.A.** Agency agrees to waive the requirement for One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage.
- J. Article XX.D.** In lieu of the coverage amount indicated in the Agreement, Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate above the commercial general and business auto primary policies.
- K. Article XX.F.** The Delaware County Board of Commissioners (Board”) shall be listed as the Certificate Holder.

SECTION 2 – Added Terms and Conditions

The following terms and conditions shall be added to the Agreement:

- A. Independent Contractor Acknowledgement/No Contribution to OPERS.** Agency, Board, and Delaware County, Ohio (for purposes of this section collectively “County”) are public employers as defined in R.C. § 145.01(D). The County has classified the Provider 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 Provider and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Provider 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 Provider is an individual or has less than five (5) employees, Provider, 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/Worker Acknowledgement Form (“OPERS Form”). The OPERS Form is attached to this First Amendment as Exhibit 1. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If Provider has five (5) or more employees, Provider, by signature of its authorized representative below, hereby certifies such fact in lieu of completing the OPERS Form:

Signature

Date

Printed Name

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B. Campaign Finance – Compliance with R.C. § 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 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 Agreement will prohibit the Agency from entering, proceeding with, and/or performing the Agreement. Such certification is attached to this First Amendment as Exhibit 2.

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2. Exhibits II and III. The Agreement was not competitively bid. These exhibits do not exist.
3. Exhibit IV – Rate Schedule. This is exhibit is also referenced as “Schedule A.” It is attached to the Agreement labeled “Title IV-E Schedule A Rate Information.”

B. Attachments to First Amendment. The following are attached to this First Amendment and by this reference are incorporated into this First Amendment:

1. OPERS Independent Contractor/Worker Acknowledgement.
2. Certification/Affidavit in Compliance with O.R.C. Section 3517.13.

C. Conflicts. In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail.

D. Other Terms and Conditions Unchanged. All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.

E. Signatures.

1. Unless otherwise stated and unless the Agreement is otherwise signed by the Board or, where authorized, the Delaware County Administrator (“Administrator”) on behalf of the Board, the signatures of the Board or Administrator below shall be approval of both the Agreement and this First Amendment.
2. Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal’s behalf and is authorized to bind such principal.

F. Auditor’s Certification. The Auditor’s Certification attached to this First Amendment shall serve as the Auditor’s Certification for the Agreement.

IN WITNESS WHEREOF, the Parties have executed the Agreement and this First Amendment as of the date of the signature of the Parties.

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
<p>Community Teaching Homes, Inc. 6715 Dorr Street Toledo, Ohio 43615</p> <p>This Agreement in effect from 7/1/2019-6/30/2020</p>	<p>A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)</p>

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**FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND COMMUNITY TEACHING HOMES, INC.**

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and Community Teaching Homes, Inc. (“Provider”) (“First Amendment”) is entered into this June 6, 2019.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/19 through 06/30/20 (“Agreement”); and

Whereas, Article XV of the Agreement allows the Parties to amend the Agreement via a written amendment signed by both parties; and,

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- D. Article V.E.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child’s medication has changed.
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- F. New Article V. T.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio unless a travel letter and notification have been approved.
- G. Article VIII. A.** There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
- H. New Article VIII. J.** Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Ms. Sandy Honigford, Assistant Director, whose email address is sandy.honigford@jfs.ohio.gov and Mr. Steven Sikora, Fiscal Supervisor, whose email address is steven.sikora@jfs.ohio.gov. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.
- I. Article XX.A.** Agency agrees to waive the requirement for One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage.

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- J. Article XX.D.** In lieu of the coverage amount indicated in the Agreement, Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate above the commercial general and business auto primary policies.
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The following terms and conditions shall be added to the Agreement:

A. Independent Contractor Acknowledgement/No Contribution to OPERS. Agency, Board, and Delaware County, Ohio (for purposes of this section collectively “County”) are public employers as defined in R.C. § 145.01(D). The County has classified the Provider 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 Provider and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Provider 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 Provider is an individual or has less than five (5) employees, Provider, 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/Worker Acknowledgement Form (“OPERS Form”). The OPERS Form is attached to this First Amendment as Exhibit 1. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If Provider has five (5) or more employees, Provider, by signature of its authorized representative below, hereby certifies such fact in lieu of completing the OPERS Form:

Signature	Date
Printed Name	
Title	

B. Campaign Finance – Compliance with R.C. § 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 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 Agreement will prohibit the Agency from entering, proceeding with, and/or performing the Agreement. Such certification is attached to this First Amendment as Exhibit 2.

Section 3 - Miscellaneous

- A. Exhibits to Agreement.**
 1. Exhibit 1 – Scope of Work. This exhibit is referenced throughout the Agreement. It does not exist.
 2. Exhibits II and III. The Agreement was not competitively bid. These exhibits do not exist.
 3. Exhibit IV – Rate Schedule. This exhibit is also referenced as “Schedule A.” It is attached to the Agreement labeled “Title IV-E Schedule A Rate Information.”
- B. Attachments to First Amendment.** The following are attached to this First Amendment and by this reference are incorporated into this First Amendment:
 1. OPERS Independent Contractor/Worker Acknowledgement.
 2. Certification/Affidavit in Compliance with O.R.C. Section 3517.13.
- C. Conflicts.** In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail.

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D. Other Terms and Conditions Unchanged. All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.

E. Signatures.

1. Unless otherwise stated and unless the Agreement is otherwise signed by the Board or, where authorized, the Delaware County Administrator (“Administrator”) on behalf of the Board, the signatures of the Board or Administrator below shall be approval of both the Agreement and this First Amendment.
2. Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal’s behalf and is authorized to bind such principal.

F. Auditor’s Certification. The Auditor’s Certification attached to this First Amendment shall serve as the Auditor’s Certification for the Agreement.

IN WITNESS WHEREOF, the Parties have executed the Agreement and this First Amendment as of the date of the signature of the Parties.

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
National Youth Advocate Program 1801 Watermark DR STE 200 Columbus, Ohio 43215 This Agreement in effect from 7/1/2019-6/30/2020	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

**FIRST AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND NATIONAL YOUTH ADVOCATE PROGRAM**

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and National Youth Advocate Program (“Provider”) (“First Amendment”) is entered into this June 6, 2019.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/19 through 06/30/20 (“Agreement”); and

Whereas, Article XV of the Agreement allows the Parties to amend the Agreement via a written amendment signed by both parties; and,

Whereas, Agency and Provider desire and have agreed to amend the Agreement to include the additional terms and conditions set forth herein.

Now Therefore, the Parties agree to amend the Agreement as follows:

Section 1 – Supplemental Terms and Conditions

The following terms and conditions shall be added to and supplement the indicated sections of the Agreement:

- A. Article II.** This agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for two (2) additional one (1) year terms not to exceed three (3) years
- B. Article V.B.** Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the twentieth (20th) day of each month. The progress report will be based on the child’s Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- C. Article V.D. and V.E.** Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.

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- D. **Article V.E.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child’s medication has changed.
- E. **New Article V. S.** Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- F. **New Article V. T.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- G. **Article VIII. A.** There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
- H. **New Article VIII. J.** Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Ms. Sandy Honigford, Assistant Director, whose email address is sandy.honigford@jfs.ohio.gov and Mr. Steven Sikora, Fiscal Supervisor, whose email address is steven.sikora@jfs.ohio.gov. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.
- I. **Article XX.A.** Agency agrees to waive the requirement for One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage.
- J. **Article XX.D.** In lieu of the coverage amount indicated in the Agreement, Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate above the commercial general and business auto primary policies.
- K. **Article XX.F.** The Delaware County Board of Commissioners (Board”) shall be listed as the Certificate Holder.

SECTION 2 – Added Terms and Conditions

The following terms and conditions shall be added to the Agreement:

A. Independent Contractor Acknowledgement/No Contribution to OPERS. Agency, Board, and Delaware County, Ohio (for purposes of this section collectively “County”) are public employers as defined in R.C. § 145.01(D). The County has classified the Provider 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 Provider and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Provider 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 Provider is an individual or has less than five (5) employees, Provider, 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/Worker Acknowledgement Form (“OPERS Form”). The OPERS Form is attached to this First Amendment as Exhibit 1. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If Provider has five (5) or more employees, Provider, by signature of its authorized representative below, hereby certifies such fact in lieu of completing the OPERS Form:

Signature

Date

Printed Name

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B. Campaign Finance – Compliance with R.C. § 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 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 Agreement will prohibit the Agency from entering, proceeding with, and/or performing the Agreement. Such certification is attached to this First Amendment as Exhibit 2.

Section 3 - Miscellaneous

A. Exhibits to Agreement.

1. Exhibit 1 – Scope of Work. This exhibit is referenced throughout the Agreement. It does not exist.
2. Exhibits II and III. The Agreement was not competitively bid. These exhibits do not exist.
3. Exhibit IV – Rate Schedule. This is exhibit is also referenced as “Schedule A.” It is attached to the Agreement labeled “Title IV-E Schedule A Rate Information.”

B. Attachments to First Amendment. The following are attached to this First Amendment and by this reference are incorporated into this First Amendment:

1. OPERS Independent Contractor/Worker Acknowledgement.
2. Certification/Affidavit in Compliance with O.R.C. Section 3517.13.

C. Conflicts. In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail.

D. Other Terms and Conditions Unchanged. All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.

E. Signatures.

1. Unless otherwise stated and unless the Agreement is otherwise signed by the Board or, where authorized, the Delaware County Administrator (“Administrator”) on behalf of the Board, the signatures of the Board or Administrator below shall be approval of both the Agreement and this First Amendment.
2. Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal’s behalf and is authorized to bind such principal.

F. Auditor’s Certification. The Auditor’s Certification attached to this First Amendment shall serve as the Auditor’s Certification for the Agreement.

IN WITNESS WHEREOF, the Parties have executed the Agreement and this First Amendment as of the date of the signature of the Parties.

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
<p>Oesterlen Services for Youth, Inc. 1918 Mechanicsburg Road, Springfield, Ohio 45503</p> <p>This Agreement in effect from 7/1/2019-6/30/2020</p>	<p>A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)</p>

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SERVICES AND OESTERLEN SERVICES FOR YOUTH, INC.

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and Oesterlen Services for Youth, Inc. (“Provider”) (“First Amendment”) is entered into this June 6, 2019.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/19 through 06/30/20 (“Agreement”); and

Whereas, Article XV of the Agreement allows the Parties to amend the Agreement via a written amendment signed by both parties; and,

Whereas, Agency and Provider desire and have agreed to amend the Agreement to include the additional terms and conditions set forth herein.

Now Therefore, the Parties agree to amend the Agreement as follows:

Section 1 – Supplemental Terms and Conditions

The following terms and conditions shall be added to and supplement the indicated sections of the Agreement:

- A. Article II.** This agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for two (2) additional one (1) year terms not to exceed three (3) years
- B. Article V.B.** Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the twentieth (20th) day of each month. The progress report will be based on the child’s Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- C. Article V.D. and V.E.** Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.
- D. Article V.E.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child’s medication has changed.
- E. New Article V. S.** Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- F. New Article V. T.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- G. Article VIII. A.** There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
- H. New Article VIII. J.** Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Ms. Sandy Honigford, Assistant Director, whose email address is sandy.honigford@jfs.ohio.gov and Mr. Steven Sikora, Fiscal Supervisor, whose email address is steven.sikora@jfs.ohio.gov. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.
- I. Article XX.A.** Agency agrees to waive the requirement for One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage.
- J. Article XX.D.** In lieu of the coverage amount indicated in the Agreement, Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least Two Million Dollars

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(\$2,000,000.00) per occurrence and in the aggregate above the commercial general and business auto primary policies.

K. Article XX.F. The Delaware County Board of Commissioners (Board”) shall be listed as the Certificate Holder.

SECTION 2 – Added Terms and Conditions

The following terms and conditions shall be added to the Agreement:

A. Independent Contractor Acknowledgement/No Contribution to OPERS. Agency, Board, and Delaware County, Ohio (for purposes of this section collectively “County”) are public employers as defined in R.C. § 145.01(D). The County has classified the Provider 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 Provider and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Provider 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 Provider is an individual or has less than five (5) employees, Provider, 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/Worker Acknowledgement Form (“OPERS Form”). The OPERS Form is attached to this First Amendment as Exhibit 1. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If Provider has five (5) or more employees, Provider, by signature of its authorized representative below, hereby certifies such fact in lieu of completing the OPERS Form:

Signature

Date

Printed Name

Title

B. Campaign Finance – Compliance with R.C. § 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 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 Agreement will prohibit the Agency from entering, proceeding with, and/or performing the Agreement. Such certification is attached to this First Amendment as Exhibit 2.

Section 3 - Miscellaneous

A. Exhibits to Agreement.

- 1. Exhibit 1 – Scope of Work. This exhibit is referenced throughout the Agreement. It does not exist.
- 2. Exhibits II and III. The Agreement was not competitively bid. These exhibits do not exist.
- 3. Exhibit IV – Rate Schedule. This exhibit is also referenced as “Schedule A.” It is attached to the Agreement labeled “Title IV-E Schedule A Rate Information.”

B. Attachments to First Amendment. The following are attached to this First Amendment and by this reference are incorporated into this First Amendment:

- 1. OPERS Independent Contractor/Worker Acknowledgement.
- 2. Certification/Affidavit in Compliance with O.R.C. Section 3517.13.

C. Conflicts. In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail.

D. Other Terms and Conditions Unchanged. All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.

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E. Signatures.

1. Unless otherwise stated and unless the Agreement is otherwise signed by the Board or, where authorized, the Delaware County Administrator (“Administrator”) on behalf of the Board, the signatures of the Board or Administrator below shall be approval of both the Agreement and this First Amendment.
2. Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal’s behalf and is authorized to bind such principal.

F. Auditor’s Certification. The Auditor’s Certification attached to this First Amendment shall serve as the Auditor’s Certification for the Agreement.

IN WITNESS WHEREOF, the Parties have executed the Agreement and this First Amendment as of the date of the signature of the Parties.

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

7

RESOLUTION NO. 19-535

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS ACCEPTING AND APPROVING THE 2020/2021 BIENNIAL SUBGRANT AGREEMENT WITH OHIO DEPARTMENT OF JOB AND FAMILY SERVICES AND OHIO DEPARTMENT OF MEDICAID FOR THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES:

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

WHEREAS, this Biennial Subgrant Agreement was prepared in accordance with sections 307.98, 5101.21 and 5160.30 of the Ohio Revised Code;

WHEREAS, the Director of Job & Family Services recommends approval of the following Biennial Subgrant Agreement;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Biennial Subgrant Agreement:

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES SUBGRANT AGREEMENT
G-2021-11-5918
RECITALS:**

This Subgrant Agreement is entered into between the Ohio Department of Job and Family Services (hereinafter referred to as "ODJFS"), the Ohio Department of Medicaid (hereinafter referred to as "ODM"), and the Delaware County Board of County Commissioners (hereinafter referred to as "Board") in accordance with Ohio Revised Code (ORC) Sections 307.98, 5101.21, and 5160.30.

The intent of this Subgrant Agreement is to establish between ODJFS, ODM and the Board the relationship of two "pass-through entities" and a "subrecipient" as those terms are used in 2 CFR 200, promulgated by the United States Office of Management and Budget (OMB).

This Subgrant Agreement is applicable to all subawards by ODJFS and ODM to Delaware County for the operation of the Delaware county department of job and family services (CDJFS) that is a combined agency and performs all CDJFS duties set forth in ORC Section 329.04, and all public children services agency (PCSA) duties. It is not applicable to subawards relating to any duties assigned to a child support enforcement agency (CSEA); nor is it applicable to subawards funded or authorized by the Workforce Investment Act (WIA), the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight. Subawards subject to this Subgrant Agreement include all subawards of grant awards to the State of Ohio by the United States Department of Health and Human Services (DHHS) and the United States Department of Agriculture (USDA). Subawards subject to this Subgrant Agreement are not for research and development purposes.

DEFINITIONS:

A. "County family services agency" means a county department of job and family services (CDJFS), a public childrens services agency (PCSA) and a child support enforcement agency (CSEA), as designated by the board of county commissioners in ORC Section 307.981. County family services agency also means a joint CDJFS formed by a written agreement entered into between boards of county commissioners as described in ORC Section 329.40.

B. "Departments" means ODJFS and ODM relative to this three-way Subgrant Agreement.

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C. "Family services duty" means a duty state law requires or allows a county family services agency to perform including all financial and administrative functions associated with the performance of those duties. Family services duty does not include duties or activities funded or authorized by the Workforce Investment Act (WIA), the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight.

D. "Financial assistance" means all cash, reimbursements, allocations of funds, cash draws, and property provided by the Departments to a county family services agency. All requirements in this Subgrant Agreement related to financial assistance also apply to any money used by the county to match state or federal funds.

E. "State and federal laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the ORC, uncodified law included in an Act, the Ohio Administrative Code (OAC) rules, any Treasury State Agreement or state plan, Office of Management and Budget (OMB) Uniform Guidance, circulars, or any other materials issued by OMB that a federal statute or regulation has made applicable to state and local governments, and any Governor's Executive Orders to the extent that they apply to counties. The term "state and federal laws" not only includes all state and federal laws existing on the effective date of this Subgrant Agreement, but also those state and federal laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Subgrant Agreement.

F. "Subgrantee" has the same meaning as "county grantee," as that term is defined in ORC Section 5101.21 (A) (1).

G. "Subgrant agreement" has the same meaning as "grant agreement," as that term is defined in ORC Section 5101.21 (A) (6).

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

A. The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by the Delaware CDJFS/PCSA.

B. This Subgrant Agreement is entered into by the Board on behalf of Delaware County and of the Delaware CDJFS/PCSA (hereinafter collectively referred to as "Subgrantee").

ARTICLE II. STATUTORY AUTHORITY OF DEPARTMENTS

As pass-through entities under OMB 2 CFR 200 (Uniform Guidance), the Departments may:

A. Provide financial assistance to the Subgrantee in accordance with this Subgrant Agreement and state and federal laws.

B. Provide annual financial, administrative, or other incentive awards to the Subgrantee subject to ORC Section 5101.23.

C. Monitor the Subgrantee to obtain reasonable assurance that the financial assistance provided pursuant to this Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.

D. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding provided under this Subgrant Agreement.

E. Provide technical assistance and training to assist the Subgrantee in complying with its obligations under state and federal law and this Subgrant Agreement.

F. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to the family services duties for which these funds are awarded. Any ODJFS enforcement action against the Subgrantee will be taken in accordance with ORC Section 5101.24, unless another section provides authority for a different action. If ODJFS takes an action authorized by ORC Section 5101.24, ODJFS will provide written notice to the Board, the county auditor, and the CDJFS director. The entity against which any action is taken may request an administrative review in accordance with ORC Section 5101.24, except as provided by Section 5101.24 (E). Additionally, any further ODM enforcement action against the Subgrantee will be taken in accordance with ORC Sections 5160.20 and 5160.37.

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

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As a subrecipient of the state of Ohio under OMB 2 CFR 200 (Uniform Guidance), Subgrantee must:

- A. Ensure that the funds included in this Subgrant Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the Departments and state and federal laws, as well as the federal terms and conditions of the grant award.
- B. Utilize a financial management system that meets the requirements established by ODJFS and use the ODJFS designated software programs to report financial and other data according to the standards established by ODJFS. Subgrantee will provide to ODJFS all program and financial reports and updates in accordance with the timeliness schedules, formats and other requirements established by ODJFS.
- C. Promptly reimburse ODJFS the amount the Subgrantee is responsible for, pursuant to action ODJFS takes under ORC Section 5101.24 (C), of funds the department pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty.
- D. Promptly reimburse, to the Departments, the amounts of any cash overdrafts or excessive cash draws paid to Subgrantee by ODJFS.
- E. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if the Departments, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law to determine compliance with the conditions, requirements, and restrictions applicable to a family services duty for which this Subgrant is awarded determines compliance has not been achieved.
- F. Where Subgrantee identifies reimbursements or other payments due the Departments, promptly notify ODJFS and request direction as to the manner in which such payments shall be made. Where the Departments identify reimbursements or other payments due the Departments and ODJFS notifies Subgrantee, payment shall be made in the manner specified by the Departments.
- G. Make records available to the Departments, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.
- H. Provide and ensure the existence and availability of local non-federal funds for the purpose of matching any federal funding for allowable operating expenses incurred by Subgrantee. Subgrantee must also ensure that any matching funds, regardless of their source, that Subgrantee manages are clearly identified and used in accordance with federal and state laws and the requirements of this Subgrant Agreement.
- I. Maintain documentation of all subgrant related activity in accordance with the requirements of OAC Sections 5101:9-9-21, 5101:9-9-21.1 and 5101:9-9-29.
- J. Comply with all requirements of state and federal laws which are required by OAC Section 5101:9-4-04 to be included in a county written code of standards of conduct and with all additional requirements and prohibitions specified in that administrative rule.
- K. Comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and Department of Agriculture, Food and Nutrition Services (FNS) directives and guidelines to the effect that, no person shall on the grounds of race, color, national origin, sex, age, disability or political beliefs or association, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS.
- L. Immediately take measures to incorporate paragraph K, above, into existing agreements and contracts and shall incorporate the above language in all future agreements and contracts with other entities. Subgrantee shall require all entities with which it sub-grants and contracts with to incorporate Sections K and A, above, in all its existing agreements and contracts that are funded in whole or in part with funds from the U.S. Department of Agriculture or Health and Human Services and shall further require those entities to incorporate the language in all future agreements and contracts with other entities.
- M. Post and require all entities with which it sub-grants and contracts to post the most recent version of the AD- 475A and /or AD-475B "And Justice for All" poster.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from July 1, 2019 through June 30, 2021, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.

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B. In addition to Article IV-A, above, it is expressly understood by the Departments and Subgrantee that this Subgrant Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to ORC Section 126.07, that there is a balance in the appropriation not already allocated to pay current obligations.

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

A. The total amount of the Subgrant for State Fiscal Years (SFY) 2020 and 2021 and grant specific terms and conditions such as, but not limited to, the applicable period of performance, will be provided to Subgrantee in formal notices. The Departments will provide this funding expressly to perform the Subgrant activities described in ARTICLE I of this Subgrant Agreement. This amount will be determined by the methodology required by OAC Section 5101:9-6. ODJFS will notify Subgrantee of revisions to subgrant amounts and terms through the issuance of supplementary notices as changes arise.

B. Subgrantee will limit cash draws to the minimum amount needed for actual, immediate requirements in accordance with the Cash Management Improvement Act, 31 CFR 205, 45 CFR 75, 2 CFR 400, and ODJFS requirements including Chapter 7 of the Fiscal Administrative Procedures Manual. Subgrantee agrees that amounts submitted as the basis for claims for reimbursement will not exceed the amount of actual cash expenditures for lawfully appropriate purposes under the terms of the subaward in question.

C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, including federal funds. If at any time either of the Departments' Directors determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, said Director may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate. If the Ohio General Assembly or the external funding source fails at any time to continue funding the Departments for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of the Departments or the State of Ohio.

D. In all circumstances under which budgetary information is maintained or is required to be maintained for a grant, Subgrantee must be able to reconcile budgetary expenditures to actual costs when required by the Departments.

E. As a subrecipient of federal funds, Subgrantee hereby specifically acknowledges its obligations relative to all federal funds provided under this Subgrant Agreement pursuant to OMB 2 CFR 200, 2 CFR 300, 2 CFR 400, 45 CFR 75, 45 CFR 95, and 45 CFR 96, including but not limited to, the following federal rules:

1. Standards for financial management systems: Subgrantee and its subgrantee(s) will comply with the requirements of 2 CFR 200 (D) and (E), 45 CFR 75.302, 2 CFR 200 and 2 CFR 400.1, including, but not limited to:

- a. Fiscal and accounting procedures;
- b. Accounting records;
- c. Internal control over cash, real and personal property, and other assets;
- d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
- e. Source documentation; and
- f. Cash management.

2. Period of performance and availability of funds: Pursuant to 2 CFR 200.309, 2 CFR 200.343, 45 CFR 75.309, 2 CFR 200 and 2 CFR 400.1, Subgrantee and its subgrantee(s) may charge to the Federal award only costs resulting from obligations incurred during the funding period specified in the notices under Article V-A, above, unless notified by ODJFS that carryover of these balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated in a timely manner in accordance with federal and state law and specifications by ODJFS, not to exceed 90 days.

3. Cost sharing or matching: Pursuant to 2 CFR 200 .306 , 45 CFR 75 .306 , 2 CFR 200 and 2 CFR 400.1, cost sharing or matching requirements applicable to the Federal program must be satisfied by allowable costs incurred or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal and state laws.

For Federal programs in which state funds are made available to use as matching funds, the Subgrantee is required to use, in addition to the amounts required under ORC Section 5101 .16, additional local funds for

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matching funds in the event that the state funding allocated for that purpose is exhausted.

4. Program income: Program income must be used as specified in 2 CFR 200 .307, 45 CFR 75 .307, 2 CFR 200 and 2 CFR 400 .1.
 5. Real property: If Subgrantee is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 200 .311 , 45 CFR 75 .318, 2 CFR 200 and 2 CFR 400.1.
 6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 2 CFR 200.313, 45 CFR 75 .320, 2 CFR 200 and 2 CFR 400.1.
 7. Supplies: Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 2 CFR 200 .314, 45 CFR 75.321, 2 CFR 200 and 2 CFR 400.1.
- F. Subgrantee expressly certifies that neither it, nor any of its principals, is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

ARTICLE VI. AUDITS OF SUBGRANTEE

- A. Subgrantee agrees to provide for timely audits as required by OMB 2 CFR 200. Subject to the threshold requirements of 45 CFR 75.501, 2 CFR 400 .1, and 2 CFR 200 .501, Subgrantee must ensure that the county of which they are a part has an audit with a scope as provided in 2 CFR 200 .514 that covers funds received under this Subgrant Agreement. Costs of such audits are allowable as provided in 2 CFR 200.425. Subgrantee must send one (1) copy of the final audit report to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section, at 30 East Broad Street, 37 nd Floor, Columbus, Ohio 43215, within two (2) weeks of the Subgrantee's receipt of any such audit report.
- B. Subgrantee has additional responsibilities as an auditee under 45 CFR 75 .508 , et seq., and OMB Omni- Circular, 2 CFR 200.508, et seq., that include, but are not limited to:
 1. Proper identification of federal awards received;
 2. Maintenance of required internal controls;
 3. Compliance with all state and federal laws, and regulations, and with all provisions of contracts, grant agreements, or subgrant agreements that pertain to each of its federal programs;
 4. Procuring or otherwise arranging for the audit required by this Article in accordance with 2 CFR 200 .509, and ensuring it is properly performed and submitted when due in accordance with 2 CFR 200.512;
 5. Preparation of appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200 .510;
 6. Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR 200.511; and
 7. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this Article.

ARTICLE VII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
 1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Departments' Directors and the Board, and the termination agreement is adopted by resolution of the Board. An agreement to terminate is effective on the later of the date stated in the agreement to terminate, the date it is signed by all parties, or the date the termination agreement is adopted by resolution of the Board.
 2. Any one of the three parties may terminate after giving ninety (90) days written notice of termination to the other parties by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other parties.
 3. Either of the Departments may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by a federal administrative agency, or illegal conduct affecting the operation of the Subgrant Agreement. In the event of such a termination, the Departments will send a notice to the Board and other county signatories to this Subgrant Agreement, specifying the reason

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for the termination and the effective date of the termination.

B. Pursuant to ORC Section 5101.24, 45 CFR 75.371, 2 CFR 200 and 2 CFR 400.1, as applicable, if Subgrantee, or any of its subgrantee(s) materially fails to comply with any term of an award, state and federal laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, the Departments may take any or all of the following actions deemed appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action;
2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s)' Subgrant activity;
4. Withhold further awards for the Subgrant activity; or
5. Take any other remedies that may be legally available, including the additional remedies listed elsewhere in this Subgrant Agreement.

C. Subgrantee, upon receipt of a notice of suspension or termination, will do all of the following:

1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement;
2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities;
3. Prepare and furnish a report to ODJFS, as of the date Subgrantee received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
4. Perform any other tasks that the Departments require.

D. Upon breach or default by Subgrantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, the Departments will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by the Departments of any occurrence of breach or default is not a waiver of subsequent occurrences. If one of the Departments or the Subgrantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other parties, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE VIII. NOTICES

A. Notices to the Departments from Subgrantee that concern this award, termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the ODJFS Deputy Director of Fiscal and Monitoring Services at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, with a copy to the ODM Chief Legal Counsel at 50 West Town Street, 5th Floor, Columbus, Ohio 43215.

B. Notices to the Subgrantee from the Departments concerning any and all matters regarding this Subgrant Agreement, including changes in the amount of funding or in the source of federal funding, will be sent to the Board and other county signatories to this Subgrant Agreement.

C. All notices in accordance with Section A of this ARTICLE VIII will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE IX. AMENDMENT, ADDENDA, AND SUBGRANTS

A. **Amendment:** This document, along with any related addenda, constitutes the entire agreement between the Departments and Subgrantee with respect to all matters herein. Otherwise, only a document signed by all three parties may amend this Subgrant Agreement. The Departments and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

If one of the Departments notices a need for correction of erroneous terms and conditions, ODJFS will immediately send Subgrantee an amended Subgrant Agreement for signature. If Subgrantee notices a need for

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correction of erroneous terms and conditions, it will immediately notify ODJFS.

B. **Addenda:** ODJFS will provide information concerning changes to the requirements of this Subgrant Agreement in addenda thereto. Any addenda to this Subgrant Agreement will not need to be signed. Any draw of the funds following the receipt of an addendum will constitute acceptance of changes specified therein.

C. **Subgrants**

1. Any subgrants made by Subgrantee to another governmental entity, university, hospital, other nonprofit, or commercial organization will be made in accordance with 2 CFR 200, 2 CFR 200.201, 45 CFR 75.352 and 2 CFR 400.1 and will impose the requirements of 45 CFR 75 and 2 CFR 400, as applicable, as well as federal and state law. Any award of a subgrant to another entity shall be made by means of a county subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of ORC Section 5101.21.

2. **Debarment and Suspension:** As provided in 2 CFR 200, 2 CFR 200.205, 45 CFR 75.212 and 2 CFR 400.1, Subgrantee, its principals, and its subgrantee(s) must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs. Prior to making any such award or permitting any such award, Subgrantee must confirm that the party to which the award is proposed to be made is not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

3. **Procurement:** While Subgrantee and its subgrantee(s) must use their own documented procurement procedures, the procedures must conform to all applicable federal laws, including, as applicable, 2 CFR 200, 2 CFR 200.320, 2 CFR 400.1, 2 CFR 416.1, and 45 CFR 75.327 through 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.

4. **Monitoring:** Subgrantee must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subgrant, and function supported by the Subgrant, to ensure compliance with all applicable federal and state requirements, including 2 CFR 200, 2 CFR 200.328, 45 CFR 75.342, 2 CFR 400.1, and OAC Section 5101:9-1-88. If Subgrantee discovers that subgrant funding has not been used in accordance with state and federal laws, Subgrantee must take action to recover such funding.

5. **Duties as Pass-through Entity:** Subgrantee must perform those functions required under state and federal laws as a subrecipient of the Departments under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

ARTICLE X. MISCELLANEOUS PROVISIONS

A. **Limitation of Liability:** To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, ODM agrees to be responsible for any liability directly relating to any and all acts of negligence by ODM. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall any party be liable for any indirect or consequential damages, even if the Departments or Subgrantee knew or should have known of the possibility of such damages.

B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.

C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by the Departments to the Board, to any county signer required by ORC Section 5101.21 (B), or to any county family services agency that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, the Departments, or any of the officers or employees of the State of Ohio or the Departments.

D. Subgrantee agrees that no agency, employment, joint venture, or partnership has been or will be created between QOM and Subgrantee. Subgrantee further agrees that, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Agreement. Subgrantee agrees that it is for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.

E. **Risk Assessment.** In accordance with 2 CFR 200.331 and 2 CFR 200.207, the Departments as a pass-through entities evaluate Subgrantee's risk of noncompliance with federal statutes, regulations, and the terms

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and conditions of the subaward. If deemed required, Subgrantee agrees to comply with specific conditions and monitoring requirements posed by the Departments to ensure proper accountability and compliance with program requirements and achievement of performance goals.

F. Counterpart. This Agreement may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

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

**8
RESOLUTION NO. 19-536**

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS ACCEPTING AND APPROVING THE SSBG TITLE XX PLAN FOR THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES:

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

WHEREAS, the Family Services Planning Committee has unanimously approved the revised SSBG Title XX Plan; and

WHEREAS, the review of this SSBG Title XX Plan is required in rule 5101:2 of the Ohio Administrative Code; and

WHEREAS, the Director of Job & Family Services recommends approval of the following SSBG Title XX Plan;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the SSBG Title XX Plan.

(Copy available for review at the Commissioners' Office until no longer of administrative value.)

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

**9
RESOLUTION NO. 19-537**

IN THE MATTER OF RE-APPOINTING A MEMBER AND APPOINTING A MEMBER TO THE DELAWARE COUNTY LOCAL CORRECTIONS PLANNING BOARD:

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

WHEREAS, on December 20, 1999, the Delaware County Board of Commissioners adopted Resolution No. 99-1058, appointing and confirming individuals as representatives to the Delaware County Local Corrections Planning Board, pursuant to section 5149.34 of the Revised Code; and

WHEREAS, as necessary, the Board of Commissioners has made appointments to the Delaware County Local Corrections Planning Board to fill vacancies for expired terms; and

WHEREAS, Seiji Kille, whose term expires on July 1, 2019, had re-applied for a term expiring June 30, 2021; and

WHEREAS, Neil Patel has applied for a term expiring June 30, 2021;

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

Section 1. The Board hereby approves the following appointment and re-appointment to the Delaware County Local Corrections Planning Board:

Position	Appointee	Term Ends
Public at-large	Seiji Kille	June 30, 2021
Public at-large	Neil Patel	June 30, 2021

Section 2. The appointment and re-appointment approved in this Resolution shall take effect on July 1, 2019.

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

**10
RESOLUTION NO. 19-538**

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IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND ALTMAN COMPANY FOR THE PROJECT KNOWN AS DELAWARE COUNTY HISTORIC COURTHOUSE:

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

**Delaware County Historic Courthouse
Bid Opening of May 8, 2019**

WHEREAS, as the result of the above referenced bid opening, the Director of Facilities recommends that a bid award be made to Altman Company, the lowest and best bidder for the project; and

WHEREAS, the Director of Facilities recommends approval of the Contract between the Delaware County Commissioners and Altman Company for the project known as Delaware County Historic Courthouse;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby awards the bid for the project known as Delaware County Historic Courthouse to Altman Company, and approves the following Contract:

This Contract made by and between:

Altman Company
1251 Fairwood Ave.,
Columbus, OH 43206

(the "Contractor") and the Delaware County Board of Commissioners (the "Owner"). "Contract Documents," as used herein, shall mean collectively, the Drawings, Specifications, Addenda, Notice to Bidders, Instructions to Bidders, Definitions, Bid Form, Contract and Attachments, Bond, Bulletins, Approved Shop Drawings, Contract Modifications, Contract Modification Procedure and Pricing Guidelines and Standard Conditions of the Contract (General and Special), which are, by this reference, fully incorporated herein.

In consideration of the mutual promises herein contained, the Owner and the Contractor agree as set forth below:

ARTICLE 1

1.1 The Contractor shall perform the entire work described in the Contract Documents, and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, for:

Delaware County Historic Courthouse
91 N Sandusky Street
Delaware, Ohio 43015
Bid Package 1 – General Contractor

ARTICLE 2

2.1 The Owner shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Contract Documents, the amount of \$8,580,000.00 (the "Contract Price"), based upon the Bid Form, dated May 8, 2019, submitted by the Contractor.

Base Bid - \$8,580,000.00
Alternate - No Alternates

Total Contract Amount = \$8,580,000.00

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Owner as provided in the Contract Documents.

ARTICLE 3

3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before the date set by the approved construction schedule per General Conditions Article 4.3, following the date set forth in the Notice to Proceed, unless an extension of time is granted by the Owner in accordance with the Contract Documents.

3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed upon the respective Milestone Completion Dates, unless an extension of time is granted by the Owner in accordance with the Contract Documents.

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- 3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Contract Documents.
- 3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Owner because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Owner would sustain.

3.5 LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1. To \$50,000	\$ 150.
More than \$50,000 to \$150,000	\$ 250.
More than \$150,000 to \$500,000	\$ 500.
More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

ARTICLE 4

- 4.1 Entire Agreement: This Contract, together with the Contract Documents, shall embody the entire understanding of the parties and form the basis of the Contract between the Owner and the Contractor. The Contract Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.
- 4.2 Governing Law: The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in the courts of Delaware County, Ohio.
- 4.3 Severability: If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 Indemnification: To the fullest extent permitted by law, the Contractor shall indemnify, save and hold the Owner, its officers, agents, servants, and employees free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney’s fees, arising from any accident or occurrence related in any manner to the Contractor's performance of this Contract. The Contractor shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the Owner by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney’s fees. No employee of the Contractor shall at any time be considered an agent or employee of the Owner.
- 4.5 Independent Contractor: Contractor agrees that 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 Contract. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.
- 4.6 Assignability: The Contract shall be binding on the Contractor and the Owner, their successors and assigns, in respect to all covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Owner.
- 4.7 Findings for Recovery: The Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

ARTICLE 5

- 5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract Documents shall be valid and enforceable unless the Delaware County Auditor first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Owner.

ARTICLE 6

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6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

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

**11
RESOLUTION NO. 19-539**

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND AMERICAN ELECTRIC EQUIPMENT CO., INC. FOR THE PROJECT KNOWN AS ITB #19-05 9-1-1 TOWERS BATTERIES REPLACEMENT:

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

**ITB #19-05 9-1-1 Towers Batteries Replacement
Bid Opening of May 8, 2019**

WHEREAS, as the result of the above referenced bid opening, the Director of Facilities recommends that a bid award be made to American Electric Equipment Co., Inc., the lowest and best bidder for the project; and

WHEREAS, the Director of Facilities recommends approval of the Contract between the Delaware County Commissioners and American Electric Equipment Co., Inc. for the project known as ITB #19-05 9-1-1 Towers Batteries Replacement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby awards the bid for the project known as 9-1-1 Towers Batteries Replacement to American Electric Equipment Co., Inc., and approves the following Contract:

SERVICES AGREEMENT

This Agreement is made and entered into this 6th day of June, 2019, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and American Electric Equipment Co., Inc., 27356 W. Oviatt Rd., PO Box 40006, Bay Village, OH 44140 (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide “Services” in connection with the following “Project”:
ITB #19-05 9-1-1 Towers Batteries Replacement
- 1.2 Services shall be defined in and rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:
ITB #19-05 Bid Form, dated May 8, 2019, submitted by the Contractor.
- 1.3 In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 6, and any of the documents incorporated by reference herein, the terms and conditions stated herein shall take precedence.

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Emergency Communications as the Project Manager and agent of the County for this Agreement.
- 2.2 The Project Manager shall have authority to review of changes, commencement, and suspension of the Services performed under this Agreement.

3 AGREEMENT AND MODIFICATIONS

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the Project, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.2 and as follows:
- 4.2 For all services described in the Scope of Services and Fee Proposal, the lump sum fee shall be \$77,244.00.

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- 4.3 Total compensation under this Agreement shall not exceed \$77,244.00 without subsequent modification.
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

5 NOTICES

- 5.1 "Notices" issued under this Agreement shall be served to the parties listed below in writing. The parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County:

Name: Patrick Brandt, Director
 Address: 10 Court St., Delaware, OH 43015
 Telephone: (740) 833.2057
 Email: pbrandt@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Larry Wynocker
 Address of Firm: 27356 W. Oviatt Rd., PO Box 40006
 City, State, Zip: Bay Village, OH 44140
 Telephone: 440-835-2080
 Email: americanelectric@sbcglobal.net

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Project Manager and shall be in accordance with the Contractor's Price Proposal.
- 6.2 Invoices shall be submitted to the Project Manager by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

7 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS

- 7.1 The Contractor shall commence Services upon written Notice to Proceed ("Authorization") from the Project Manager and shall complete the Services in accordance with the Proposal.
- 7.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Project Manager may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

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9 INDEMNIFICATION

- 9.1 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

10 INSURANCE

- 10.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 10.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 10.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 10.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 10.1 and 10.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 10.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County 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 the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

11 MISCELLANEOUS TERMS AND CONDITIONS

- 11.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 11.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 11.3 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.
- 11.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 11.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

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

- 11.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

- 11.8 Authority to Sign: 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 and is authorized to bind such principal.

- 11.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

- 11.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

- 11.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Contractor certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Contractor certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

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

**12
RESOLUTION NO. 19-540**

IN THE MATTER OF ACCEPTING THE DRAINAGE MAINTENANCE INSPECTION REPORT FOR 2019 AND ESTABLISHING PERCENTAGE OF MAINTENANCE ASSESSMENTS FOR 2020:

It was moved by Mr. Benton, seconded by Mr. Merrell to accept the 2019 Drainage Maintenance Inspection Report and establish percentage of maintenance assessments for 2020 as follows:

Drainage Maintenance Inspection Report for 2019

JOINT COUNTY PROJECTS – 2020 COLLECTIONS

<u>Ditch Name</u>	<u>Percentage</u>	<u>County</u>
Adams	37.5%	Delaware / Marion
Carter Joint County	37.5%	Delaware / Marion
Cook Joint County	56.25%	Delaware / Licking
Coomer #435 Main	4.5%	Delaware / Morrow
Coomer #435 Lateral A	3.75%	Delaware / Morrow

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Darst Joint County	125%	Delaware / Marion
DeGood	40.0%	Delaware / Union
Pumphrey Joint County	25.0%	Delaware / Morrow
Tartan Field Jt. Co.8,9,10,11	1.75%	Delaware/Union

TRI-COUNTY PROJECTS – 2020 COLLECTIONS

<u>Ditch Name</u>	<u>Percentage</u>	<u>County</u>
Randall Howison Tri County	46.75%	Delaware / Marion / Union

INSPECTION REPORT SUMMARY – 2019

Project #	Project Name	Auditor #	2020% Collect
0707	3B'S & K STORAGE	11-384	2.00
1510	459 ORANGE POINT DRIVE	11-556	3.00
1506	7719 GRAPHICS WAY	11-557	10.50
0621	A.D. FARROW	11-338	3.25
0029	ABBEY KNOLL 01 & 02	11-170	2.25
0129	ABBEY KNOLL 03 - 1 & 2	11-199	1.25
0326	ABBEY KNOLL 04 - A & B	11-021	1.50
0533	ABBEY KNOLL 05 - A & B	11-343	2.00
6801	ADAMS JOINT COUNTY	11-008	37.50
0523	ALUM CROSSING SEC 1&2	11-344	1.25
0124	AUGUSTA WOODS 2	11-214	2.25
0519	AVONLEA	11-319	2.25
9909	BAINBRIDGE MILLS 2	11-134	1.50
1408	BARRINGTON ESTATES	11-533	2.00
0808	BASIGER 336 A-1	11-434	3.00
0809	BASIGER 336 A-2	11-435	3.00
0810	BASIGER 336 B	11-436	3.00
0811	BASIGER 336 C	11-437	6.25
0807	BASIGER 336 MAIN	11-438	6.00
1412	BEAUTIFUL SAVIOR LUTHERAN CHURCH	11-536	3.50
8401	BECKER	11-034	7.00
9918	BERKSHIRE DEVELOPMENT	11-160	3.00
1816	BERLIN MANOR		2.00
0914	BHARATIYA HINDU TEMPLE	11-455	4.50
9806	BIG BEAR FARMS 2 - 2	11-104	0.75
9917	BIG BEAR FARMS 8	11-131	1.00
9925	BIG BEAR FARMS 9	11-151	1.00
0613	BOULDER RIDGE	11-331	2.00
0817	BRAEMAR AT WEDGEWOOD 1, 2, & 3	11-419	2.00
1712	BRAUMILLER WOODS 3	11-625	3.00
1827	BRITONWOODS		0.00
0536	BROOKSHIRE BANQUET	11-335	0.25
0915	BROOKVIEW	11-452	4.50
1514	BROOKVIEW MANOR	11-564	2.00
0011	BRYN MAWR	11-113	0.75
0618	BUCKEYE DATA CENTER	11-389	1.00
1517	BUCKEYE GYMNASTICS	11-561	3.50
0619	BUCKEYE READY MIX	11-329	1.25
1607	BUNKER LANE	11-573	4.00
8101	CALHOUN	11-048	13.00
0234	CAMBRIDGE SUBDIVISION	11-270	2.00
0510	CAMPUS AT HIDDEN RAVINES	11-306	2.00

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0814	CANTERBURY SEC 1&2	11-403	3.75
1605	CARDINAL SELF STORAGE	11-572	3.00
1310	CARRIAGE COVE	11-499	2.50
8201	CARTER JOINT COUNTY	11-044	37.50
1725	CARTERS FARM CAD	11-626	1.50
1308	CHADWICK #135	11-520	3.00
0010	CHESHIRE COVE 1	11-117	1.00
0146	CHESHIRE COVE 2	11-228	1.00
1603	CHESHIRE WOOD SEC 2	11-567	2.00
1423	CHESHIRE WOODS 3-A	11-544	2.00
0617	CHESHIRE WOODS ESTATES SEC 1	11-367	1.50
0612	CHESHIRE WOODS SEC 1	11-353	0.50
1714	CLARKSHAW MOORS	11-623	2.00
1409	COLUMBUS UPGROUND RESERVOIR	11-535	3.00
1309	CONDOS AT RIVERBY	11-503	4.00
0812	CONSOLIDATED ELECTRIC	11-421	1.00
5801	COOK JOINT COUNTY	11-004	56.25
0717	COOMER #435 LAT A	11-380	3.75
0716	COOMER #435 MAIN	11-379	4.50
1726	CORNERS AT JOHNNY CAKE	11-622	2.00
1820	COTTAGES AT HYATTS		0.00
1614	COURTYARDS AT BRADFORD COURT	11-592	2.00
1513	COURTYARDS AT HIDDEN RAVINES	11-568	2.00
1617	COURTYARDS AT S. SECTIONLINE	11-593	2.00
1824	COURTYARDS AT THE RAVINES		0.00
0009	COVINGTON MEADOW 1	11-115	1.25
0118	COVINGTON MEADOW 2	11-251	1.25
0216	COVINGTON MEADOW 3	11-235	3.00
6201	CRABILL	11-003	62.50
0127	CROSS CREEK 2 - A & B	11-213	1.00
0818	CROSS CREEK 3 A	11-422	2.25
0507	CROSS CREEK 3 B	11-300	2.50
0804	CRYSTAL VALLEY PH 1 & 2	11-410	2.50
7201	DARST JOINT COUNTY	11-011	12.50
5802	DEGOOD	11-013	40.00
0319	DELAWARE RUN	11-294	7.00
1001	DELAWARE-ORANGE LIBRARY/INN AT OLENTANGY TRL	11-469	1.25
0640	DERBY GLEN FARMS	11-388	2.00
1304	DERBY GLEN FARMS SEC 2	11-498	2.00
1518	DERBY GLEN SEC 3	11-580	2.00
0104	DORNOCH ESTATES 3	11-197	1.00
0223	DORNOCH ESTATES 4	11-221	2.00
1305	DOUBLE EAGLE-BIG RED LTD	11-509	2.00
1111	DUTCHER/SCOTT	11-487	3.00
0123	EAGLE TRACE 2 & 3	11-215	1.25
1315	ELM VALLEY JFD	11-502	2.25
1509	ENCLAVE AT THE LAKES	11-579	2.00
0622	ESTATES AT CHESHIRE SEC 1	11-374	2.50
0603	ESTATES AT MEDALLION	11-354	1.00
1201	ESTATES AT SHERMAN LAKES	11-488	2.00
1314	ESTATES OF CHESHIRE SEC 2	11-524	2.50
0231	ESTATES OF GLEN OAK 1 A	11-272	0.50
0232	ESTATES OF GLEN OAK 1 B	11-273	0.50

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0314	ESTATES OF GLEN OAK 2	11-279	0.50
0404	ESTATES OF GLEN OAK 3 PT A	11-052	1.25
0405	ESTATES OF GLEN OAK 3 PT B	11-051	0.50
0424	ESTATES OF GLEN OAK 4 A&B	11-299	1.75
1405	ESTATES OF GLEN OAK 5	11-538	2.00
1109	ESTATES OF RIVER RUN	11-492	3.75
1723	EVANS FARM 1	11-621	2.00
0904	FAIR HAVEN	11-441	1.00
0802	FAIRWAYS AT BLUE CHURCH SEC 1	11-424	3.00
1507	FIRST & MAIN OF LEWIS CENTER	11-558	2.00
0512	FOOR CONCRETE CO	11-320	1.50
1819	FOUR DOCTORS DRIVE		2.00
1716	FOURWINDS NORTH	11-620	2.50
0017	FOURWINDS SOUTH	11-161	10.00
0145	GENOA FARMS 1	11-217	1.00
0212	GENOA FARMS 2	11-245	1.00
0229	GENOA FARMS 3 A & B	11-258	1.25
0406	GENOA SCHOOL	11-028	0.50
0230	GLEN OAK 1	11-271	1.25
0309	GLEN OAK 2 - A & B	11-261	1.00
0327	GLEN OAK 3 - A & B	11-030	1.00
0608	GLEN OAK 4	11-325	0.75
0910	GLEN OAK 5A	11-448	4.00
1112	GLEN OAK 5B	11-486	2.00
0714	GLEN OAK 6	11-395	1.00
1006	GLEN OAK 7-A&B	11-467	2.00
0722	GLEN OAK 9	11-415	2.50
1705	GLENMEAD/MCKENZIE	11-612	2.50
0629	GOLF VILLAGE NORTH COMMERCIAL DEV.	11-361	0.25
0708	GOODING BOULEVARD	11-386	0.75
1321	GOODWILL GENOA	11-521	2.00
0207	GRAND OAK 1	11-216	0.50
0313	GRAND OAK 2 A & B	11-285	1.25
0206	GRAND OAK CONDOMINIUMS	11-254	1.25
8701	GREEN MEADOWS 3	21-055	2.50
7901	GREEN MEADOWS BASIN	11-031	2.50
1704	GREENLAWN SPECIALISTS	11-604	2.50
0909	GREENS AT NORTHSTAR	11-454	2.50
0713	GREYLAND ESTATES SEC 1 A&B	11-414	1.00
0638	GWINNER #262	11-376	2.00
0024	HARBOR POINTE 1	11-181	1.50
0121	HARBOR POINTE 2 - 1 & 2	11-212	0.50
0218	HARBOR POINTE 3 - A & B	11-264	2.25
0322	HARBOR POINTE 4- A & B	11-284	2.00
0407	HARBOR POINTE 5	11-042	1.00
8702	HARDIN DITCH	11-064	15.50
1317	HARDIN TILE #267	11-519	5.00
1005	HARLEM TOWNSHIP PARK	11-466	0.75
1602	HARVEST POINT	11-566	2.00
0813	HARVEST WIND 1&2	11-404	1.50
9905	HARVEST WIND 3	11-109	1.00
0027	HARVEST WIND 4	11-174	1.25
0113	HARVEST WIND 5	11-190	0.75

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0101	HARVEST WIND 6 - 1	11-180	1.50
0120	HARVEST WIND 7 - 1	11-209	0.75
0301	HARVEST WIND 7 - 2 PT. 1 & 2	11-275	0.75
1204	HATFIELD AUTOMOTIVE	11-485	3.50
1814	HAVENS	11-631	2.00
9908	HEATHER GLEN	11-112	2.00
1815	HEATHER RIDGE 1&2		2.00
1524	HEATHERS AT GOLF VILLAGE	11-582	2.00
0705	HEISELT TRACT	11-400	2.00
7401	HERBERT - LAWRENCE	11-023	12.00
1720	HICKORY RIDGE	11-590	3.00
0315	HIDDEN COVE 2	11-277	1.00
0727	HIDDEN CREEK ESTATES SEC 1	11-409	2.00
0410	HIGH PARK CENTER LOT 4924	11-045	2.25
0119	HIGHLAND HILLS AT THE LAKES SEC3 PH1&2	11-246	4.50
0033	HIGHLAND HILLS LAKES 2	11-192	1.00
0426	HIGHLAND LAKES E. 04 - 2-5	11-298	2.50
9906	HIGHLAND LAKES E. 11 - 2	11-110	0.75
0115	HIGHLAND LAKES E. 11 - 4 & 5	11-219	0.75
9938	HIGHLAND LAKES E. 14 - 1	11-144	1.00
9939	HIGHLAND LAKES E. 14 - 2	11-150	0.75
0324	HIGHLAND LAKES E. 15	11-018	2.00
0711	HIGHLAND LAKES N. 03	11-396	1.75
9919	HIGHLAND LAKES N. 06 - 1	11-124	2.00
0028	HIGHLAND LAKES N. 06 - 2	11-173	1.25
0032	HIGHLAND LAKES N. 07	11-191	3.25
1404	HIGHLAND LAKES N. SEC 5-3&4	11-532	3.75
1609	HOGBACK BAY	11-581	3.00
1208	HOMESTEAD AT HIGHLAND LAKES	11-501	2.00
8601	HORSESHOE RUN	11-129	18.75
1822	HOWARD FARMS		0.00
8102	INDIAN RUN	11-036	18.75
1601	INN AT BEAR TRAIL	11-571	2.00
1104	JAIN CENTER OF CENTRAL OHIO	11-465	2.50
5901	JONES	11-012	50.00
1205	JONES 279	11-496	5.50
0806	JONES-TIMMS 516	11-418	2.50
0513	KELLER PINES	11-366	1.50
0415	KILLDEER MEADOW SEC 1 (HIDDEN CREEK)	11-295	1.25
0425	KILLDEER MEADOW SEC 2 (HIDDEN CREEK)	11-315	0.25
1418	KILLDEER MEADOWS SEC 3&4	11-531	2.00
0610	KINSALE VILLAGE	11-399	2.00
8302	KOEPPEL	11-038	35.00
0902	KROGER AT OLENTANGY CROSSING	11-445	2.00
0633	LAKE SHORE	11-368	1.75
0311	LAKES AT SILVERLEAF	11-286	1.00
5902	LEWIS CENTER	11-009	87.50
0803	LIBERTY CROSSING	11-425	1.25
0004	LIBERTY LAKES 3	11-159	0.75
1521	LIBERTY TRACE	11-583	2.00
1711	LIBERTY TRACE 3-A	11-609	2.00

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1727	LIBERTY TRACE 3B	11-627	2.00
1708	LIBERTY TWP FSED	11-606	2.00
0526	LIBERTY VILLAGE SEC 1	11-349	1.75
1721	LIBERTYDALE	11-591	3.00
0508	LIGHTHOUSE CENTER	11-305	5.00
0641	LITTLE BEAR VILLAGE SEC 1 A&B SEC 2	11-365	1.50
9901	LOCH LOMOND	11-105	3.00
1312	LOCH LOMOND HILLS	11-551	2.50
1519	LONDON CROSSING	11-577	2.00
0710	MANORS AT WILLOW BEND	11-357	1.75
0725	MANSARD ESTATES SEC 1 & 2	11-417	2.00
0901	MARKET AT LIBERTY CROSSING 3	11-444	2.00
0529	MARRGELLO DEV.	11-334	3.75
1421	MC FITNESS & HEALTH	11-542	2.50
0307	MCCAMMON CHASE 1 - 3	11-263	0.75
0506	MCCAMMON ESTATES	11-303	2.50
0511	MCCAMMON ESTATES SEC 2	11-317	2.50
0606	MCCAMMON ESTATES SEC 3	11-328	1.75
0614	MCCAMMON ESTATES SEC 4	11-332	1.00
1318	MCDONALDS AT CROSSING SOUTH	11-527	0.00
0906	MCNAMARA #582	11-440	3.50
1106	MCNAMARA PARK-1	11-462	1.00
9912	MEADOW AT CHESHIRE 3 - 1	11-132	1.50
9913	MEADOW AT CHESHIRE 3 - 2	11-133	2.00
0117	MEADOW AT CHESHIRE 3 - 3	11-184	2.00
0524	MEADOW AT SCIOTO RESERVE	11-355	1.00
1108	MEADOWS AT HARVEST WIND 1&2	11-476	3.50
1713	MEADOWS AT HOME ROAD	11-619	3.75
1105	MEADOWS AT LEWIS CENTER 1-A&B	11-464	2.00
1611	MEADOWS AT LEWIS CENTER 2	11-585	2.00
1413	MEADOWS AT LEWIS CENTER NORTH	11-547	2.00
9914	MEDALLION ESTATES 08	11-135	0.25
9921	MEDALLION ESTATES 09	11-157	1.00
0012	MEDALLION ESTATES 10 - 1	11-122	0.50
0013	MEDALLION ESTATES 10 - 2	11-163	1.25
1203	MENARDS CREEKSIDE	11-511	1.25
8301	MILEY GROUP	11-050	1.50
1826	MIRASOL 2		2.00
1422	MIRASOL SEC 1	11-549	2.00
1501	MOONEY #75	11-541	14.00
1701	MULCH 1ST	11-601	2.00
1516	NANCE FAMILY CAD	11-576	2.50
1406	NATIONAL STONE/STEEL-CRYDER	11-539	0.75
1512	NCH/OH AMBULATORY-LEWIS CENTER	11-554	3.75
0801	NELSON FARMS	11-423	2.00
1608	NELSON FARMS SOUTH	11-594	2.50
1515	NEW BEGINNINGS UMC	11-587	2.00
1615	NORTH FARMS 4 & 8	11-595	2.00
1522	NORTH FARMS 6 & 11	11-575	2.00
1511	NORTH FARMS SEC 1-3-5-7	11-563	2.00
0213	NORTH ORANGE 1 - 1 & 3	11-232	1.75
0401	NORTH ORANGE 1 - 2 A & B	11-029	1.00

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0302	NORTH ORANGE 2 - 2	11-268	1.50
0331	NORTH ORANGE 2 - 3 A & B	11-037	1.25
0214	NORTH ORANGE 3 - 1	11-248	0.50
0522	NORTH ORANGE 3 - 2 C	11-346	1.50
1202	NORTH ORANGE 3-PH2 PTB	11-493	2.00
0701	NORTH ORANGE SEC 1	11-392	2.25
0709	NORTH ORANGE SEC 1 PH 1 LOT 5578	11-394	2.00
0305	NORTH POINT MEADOWS 1	11-281	1.75
0421	NORTH POINT MEADOWS 2	11-316	2.50
1604	NORTH POINTE PLAZA	11-569	2.50
0112	NORTHBROOKE CORP. CENTER 2	11-194	1.50
1402	NORTHSTAR 1C1, 1C2, 2A, 3A, 3B	11-543	1.50
0611	NORTHSTAR SEC 1	11-432	1.25
1401	NORTHSTAR SEC 1 PH D	11-546	2.00
0615	NORTHWEST STORAGE	11-330	2.50
7001	NUCKLES	11-010	40.00
1003	NUCKLES #20	11-459	8.00
1210	OAK CREEK	11-507	2.00
9904	OAK CREEK E. 2	11-108	1.50
0132	OAKS AT HIGHLAND LAKES 1	11-225	1.50
0201	OAKS AT HIGHLAND LAKES 2	11-226	0.75
0210	OAKS AT HIGHLAND LAKES 3	11-224	1.25
0422	OAKS AT HIGHLAND LAKES 4	11-312	1.25
0328	OAKS AT HIGHLAND LAKES 5	11-019	1.50
0423	OAKS AT HIGHLAND LAKES 6	11-311	3.50
0532	OAKS SEC 1 A&B, SEC 2	11-360	2.50
1102	O'BRIEN #440	11-490	4.50
1103	O'BRIEN #440-ODOT	11-489	1.50
1503	OLD HARBOR ESTATES SEC 1	11-560	2.00
0718	OLD KINGSTON	11-381	7.75
0102	OLDE STATE FARMS 1	11-195	0.75
0420	OLDE STATE FARMS 2	11-301	1.50
0417	OLDEFIELD ESTATES	11-309	1.00
1613	OLENTANGY BERLIN HS	11-570	2.00
0912	OLENTANGY CROSSING ACCESS RD.	11-446	2.50
0911	OLENTANGY CROSSING LOT 7354	11-447	2.50
0639	OLENTANGY CROSSINGS S. SEC 1	11-362	2.25
0607	OLENTANGY CROSSINGS SEC 1, 2, 3A, 7 & LEWIS CENTER	11-390	1.75
0631	OLENTANGY CROSSINGS SEC 4	11-373	1.75
0632	OLENTANGY CROSSINGS SEC 5	11-369	1.50
1303	OLENTANGY CROSSINGS SEC 6	11-505	2.50
0634	OLENTANGY CROSSINGS SEC 7	11-387	3.00
1002	OLENTANGY ELEMENTARY SCHOOL #15	11-471	1.50
1718	OLENTANGY FALLS 4A	11-628	2.00
1717	OLENTANGY FALLS 5	11-629	2.00
1520	OLENTANGY FALLS EAST SEC 1-5	11-565	2.00
0637	OLENTANGY FALLS SEC 1	11-363	3.50
1110	OLENTANGY FALLS SEC 2	11-491	4.50
1302	OLENTANGY FALLS SEC 3	11-500	2.00
0907	OLENTANGY LOCAL SCHOOLS BALE- KENYON RD	11-442	9.00

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0908	OLENTANGY LOCAL SCHOOLS BUS GARAGE 3 B'S & K RD	11-443	1.50
0723	ORANGE CENTRE DEVELOPMENT	11-407	0.25
0916	ORANGE CORPORATE CENTER	11-456	2.00
1306	ORANGE POINT COMMERCE PARK	11-512	2.00
1724	ORANGE POINT OUTPARCELS	11-618	2.00
0312	ORANGE TWP. FD/PARK PL. VIL.	11-278	3.25
0427	ORCHARD LAKES SEC 1-3	11-297	1.50
1411	PANERA BREAD 36/37	11-553	3.00
0128	PARK AT GREIF BROS.	11-247	0.50
0521	PARKSHORE 1, 2, & 4	11-318	1.50
9907	PARKSHORE 3	11-111	1.25
1209	PEACHBLOW/CONNER LANE	11-508	5.00
9910	PIATT MEADOWS 1 & 2	11-137	1.25
0014	PIATT MEADOWS 2 - 1, 2 & 3	11-188	0.25
9915	PLUM ESTATES	11-154	1.50
1703	POINTE AT SCIOTO RESERVE	11-603	3.00
0534	POLARIS SELF STORAGE	11-337	0.50
6202	POTTER	11-002	39.00
0905	PREMWOOD SUBDIVISION	11-457	2.50
0517	PRESERVE AT SELDOM SEEN	11-339	2.00
0702	PRIMMER #1	11-378	8.75
0703	PRIMMER #1 LATERAL 3	11-398	4.00
0704	PRIMMER #1 NEILSON LATERAL #140	11-397	4.00
0706	PRIMROSE SCHOOL	11-393	2.00
5904	PUMPHREY JOINT COUNTY	11-006	25.00
0805	RANBRIDGE RAVINES	11-458	2.00
5905	RANDALL HOWISON TRI-COUNTY	11-016	46.75
0130	RATTLESNAKE RIDGE	11-203	1.00
0712	RAVINES AT MCCAMMON CHASE	11-413	3.00
0605	RAVINES AT SCIOTO RESERVE	11-352	2.00
0502	RAVINES OF ALUM CREEK	11-308	2.50
1417	RCD SALES OF DELAWARE	11-534	5.50
1313	REDTAIL ESTATES	11-522	2.50
1818	RESERVE AT HIDDEN CREEK		2.00
1316	RIVER ROCK FARM	11-525	2.00
0724	RIVER RUN	11-405	2.00
9933	RIVERBEND 1 - 1	11-158	1.00
0020	RIVERBEND 1 - 2	11-172	2.00
9934	RIVERBEND 2	11-140	1.00
9935	RIVERBEND 3	11-152	1.00
0021	RIVERBEND 4 - 1 & 2	11-168	1.00
0635	RIVERBEND SEC 2 LOT 7014	11-371	2.25
0719	RIVERBY ESTATES 2, 3, 4	11-375	2.50
0144	RIVERS EDGE AT ALUM CREEK 1	11-244	1.75
0304	RIVERS EDGE AT ALUM CREEK 2	11-262	0.75
1415	ROOF #397 MAIN "A"	11-537	4.50
1416	ROOF MAIN "B"	11-540	3.50
0815	S. JAYNES PARK	11-433	0.25
0626	SACKETT #328	11-382	3.50
0601	SAGE CREEK SEC 4 PH B	11-358	1.50
1403	SAGE CREEK SEC 5	11-528	2.50
1311	SANCTUARY AT THE LAKES	11-504	2.00
1525	SANCTUARY AT THE LAKES 1 LOT	11-578	3.50

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	7851		
0222	SCIOTO HIGHLANDS 3	11-238	0.75
7801	SCIOTO HILLS BASIN	21-052	9.25
0034	SCIOTO RESERVE 01 - 3	11-189	2.00
0125	SCIOTO RESERVE 01 - 4	11-207	1.25
0225	SCIOTO RESERVE 01 - 5 & 6	11-241	2.00
0320	SCIOTO RESERVE 01 - 7 & 8	11-020	2.50
9936	SCIOTO RESERVE 02 - 1 & 2	11-118	0.75
0110	SCIOTO RESERVE 02 - 3 & 4	11-185	1.25
0003	SCIOTO RESERVE 03 - 1 & 2	11-153	1.00
0126	SCIOTO RESERVE 03 - 3 & 4	11-208	1.25
0220	SCIOTO RESERVE 03 - 5	11-237	1.75
9937	SCIOTO RESERVE 04 - 01 & 02	11-119	1.25
0030	SCIOTO RESERVE 04 - 03 & 04	11-186	1.50
0221	SCIOTO RESERVE 04 - 05 & 06	11-229	1.25
0138	SCIOTO RESERVE 04 - 07	11-200	0.50
0204	SCIOTO RESERVE 04 - 08	11-240	1.75
0233	SCIOTO RESERVE 04 - 09	11-267	2.00
0306	SCIOTO RESERVE 04 - 10	11-260	0.75
0329	SCIOTO RESERVE 04 - 11 - A & B	11-017	1.75
0408	SCIOTO RESERVE 04 - 12	11-025	1.00
0501	SCIOTO RESERVE 04 - 13	11-412	1.75
0720	SCIOTO RESERVE EXPANSION 2 A&B	11-402	2.00
0604	SCIOTO RESERVE EXPANSION SEC 1 PH A	11-333	1.00
0620	SCIOTO RESERVE EXPANSION SEC 1 PH B	11-336	1.50
1410	SCIOTO RESERVE GOLF COURSE		0.00
1728	SCIOTO RIDGE CROSSING	11-617	2.00
1811	SCOTT #604 LATERAL #2	11-630	3.00
0903	SHEETS #318	11-439	12.50
0303	SHEFFIELD PARK SEC 1 A&B	11-274	0.25
0525	SHEFFIELD PARK SEC 2 PH A&B	11-340	1.50
0721	SHEFFIELD PARK SEC 3	11-453	1.75
0137	SHELLBARK RIDGE 2	11-233	1.00
9920	SHELLBARK RIDGE 4	11-126	1.00
9805	SHERBROOK 03	11-103	1.00
9902	SHERBROOK 04	11-106	0.50
0001	SHERBROOK 05	11-143	1.25
0008	SHERBROOK 06	11-121	1.00
0107	SHERBROOK 07	11-165	1.00
0116	SHERBROOK 08	11-183	1.00
0133	SHERBROOK 09	11-223	1.25
0208	SHERBROOK 10	11-222	1.00
0414	SHERMAN LAKES 1	11-041	1.50
0325	SHERMAN LAKES 2	11-276	0.50
0105	SHERWOOD	11-164	2.50
0022	SHORES 12	11-178	1.25
0413	SHORES 13	11-313	1.00
5903	SLACK	11-001	68.75
0131	SLANE RIDGE	11-204	2.00
0518	SLATE CREEK	11-324	3.00
1523	SLATE RIDGE COMMERCIAL SOUTH	11-574	2.00
0627	SMITH #198	11-377	2.75

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1207	SORRENTO AT HIGHLAND LAKES	11-513	2.25
0630	SRI SAIBABA TEMPLE	11-370	2.50
1610	SRI SAIBABA TEMPLE PART 2	11-596	3.00
1107	ST JOHN NEWMANN CHURCH	11-463	1.50
0537	ST. GEORGE COURT	11-342	2.50
5906	STEITZ POWERS	11-007	3.00
0402	STONES THROW	11-043	1.75
8402	SUGAR RUN	11-056	10.00
9804	SUMMERFIELD VILLAGE 1 & 2	11-102	0.75
0015	SUMMERFIELD VILLAGE 2 - 1, 2 & 3	11-179	1.00
0106	SUMMERWOOD 1	11-167	1.50
0143	SUMMERWOOD 2	11-218	2.00
0535	SUMMERWOOD EXTENSION	11-341	3.00
1823	SUMMERWOOD LAKES 2		2.00
1606	SUMMERWOOD LAKES 3	11-586	2.50
0636	SUMMERWOOD LAKES SEC 1	11-364	2.00
0514	SUMMIT HOMES	11-304	3.50
1307	SUNBURY STORAGE	11-510	3.00
1709	SUNSET COVE ESTATES	11-607	2.50
1618	SUNSET POINT	11-597	2.00
0624	SUPERKICK	11-385	2.50
1902	SV TEMPLE		
1722	SWAN LAKE	11-616	2.00
1825	SYCAMORE TRAIL		0.00
8703	TALLEY	11-057	18.75
1508	TANGER OUTLETS	11-555	2.00
1320	TARGET AT WEDGEWOOD	11-526	2.00
9932	TARTAN FIELDS 08 - 11	11-146	1.75
0002	TARTAN FIELDS 12 & 13	11-187	2.25
9931	TARTAN FIELDS 14 - 18	11-145	1.25
0515	TARTAN FIELDS 20 A	11-351	1.75
0609	TARTAN FIELDS 20 B	11-359	4.00
0516	TARTAN FIELDS 21	11-348	1.50
7402	TEETS	11-014	28.00
1702	THE GLADES AT HIGHLAND LAKES	11-602	2.00
1821	THE PINES		2.00
1319	TRAILS END	11-523	1.50
0403	TWIN ACRES	11-026	1.25
0031	U.S. 23 & POWELL ROAD	11-166	0.75
1706	VERIZON WIRELESS RETAIL	11-605	2.00
1101	VET CLINIC	11-470	2.00
9911	VILLAGE AT ALUM CREEK 3	11-125	1.00
9926	VILLAGE AT ALUM CREEK 4	11-139	0.50
0114	VILLAGE AT ALUM CREEK 5	11-202	0.75
0224	VILLAGE AT ALUM CREEK 6	11-239	0.50
0323	VILLAGE AT ALUM CREEK 7	11-022	0.75
0520	VILLAGE AT BALE KENYON	11-383	1.75
0409	VILLAGE AT NORTH FALLS	11-323	0.50
9927	VILLAGE AT OAK CREEK 10- A & B	11-114	1.50
0139	VILLAGE AT OAK CREEK 11	11-249	0.75
0330	VILLAGE AT OAK CREEK 12	11-024	2.50
1419	VILLAGE AT OLENTANGY CROSSINGS PH 1&2	11-529	2.00
1414	VILLAS AT TUSSIC	11-552	2.00

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0628	VILLAS AT WALNUT GROVE	11-411	3.00
1707	VILLAS OF LOCH LOMOND	11-611	2.50
1407	VILLAS OF OLENTANGY LEWIS CENTER	11-530	2.00
0411	VINMAR FARMS SEC 1	11-039	0.50
0505	VINMAR FARMS SEC 2	11-302	1.50
0623	VINMAR FARMS SEC 3 A&B	11-391	2.00
1616	VINMAR VILLAGE 2 & 3	11-598	2.00
1502	VINMAR VILLAGE SEC 1	11-550	2.00
1612	WALDENS REVISITED	11-584	3.00
9803	WALKER WOODS 02 - 1	11-101	2.00
9922	WALKER WOODS 02 - 2	11-123	2.50
9802	WALKER WOODS 03 - 1	11-100	3.00
9916	WALKER WOODS 03 - 2	11-128	18.75
9923	WALKER WOODS 04	11-136	1.00
0134	WALKER WOODS 05	11-206	1.50
9903	WALKER WOODS 06	11-107	0.75
9924	WALKER WOODS 07 - 1	11-116	1.50
0018	WALKER WOODS 07 - 2	11-176	2.50
9928	WALKER WOODS 08	11-156	1.50
0025	WALKER WOODS 09	11-175	2.75
9929	WALKER WOODS 10 - 1	11-148	2.00
0019	WALKER WOODS 10 - 2	11-198	3.00
9930	WALKER WOODS 11	11-149	5.00
0026	WALKER WOODS 12 - 1 & 2	11-182	1.75
0111	WALKER WOODS 13	11-193	2.50
0135	WALKER WOODS 14	11-205	3.00
0418	WALNUT GROVE ESTATES SEC 1	11-310	1.00
0726	WALNUT GROVE ESTATES SEC 2	11-406	1.75
0226	WALNUT WOODS 01	11-266	1.25
0332	WALNUT WOODS 02 A & B	11-040	3.50
1901	WARREN FAMILY FUNERAL HOME		
0122	WEDGEWOOD 10	11-210	1.00
0316	WEDGEWOOD 11	11-283	1.50
0715	WEDGEWOOD OFFICE PARK	11-401	2.00
0205	WEDGEWOOD PARK	11-242	0.75
0419	WEDGEWOOD PARK 2	11-314	1.50
0528	WEDGEWOOD PARK 2 PH C	11-345	2.25
0531	WEDGEWOOD PARK 2 PH D	11-326	2.00
1710	WEDGEWOOD PARK NORTH	11-608	2.00
0227	WEDGEWOOD PLACE 2	11-269	1.00
1505	WEDGEWOOD PLACE SEC 1	11-545	3.00
0625	WEDGEWOOD PROFESSIONAL VILLAGE	11-372	2.00
1206	WESTERVILLE NORTH SELF STORAGE	11-497	2.50
0006	WESTERVILLE RES. 1 & 2	11-155	2.00
0527	WHISPER TRACE	11-350	2.00
0023	WHITETAIL MEADOWS	11-171	0.75
0202	WILLOW BEND 1	11-234	0.50
0308	WILLOW BEND 1 - 2	11-259	1.25
0416	WILLOW BEND 3	11-296	1.50
0530	WILLOW SPRINGS N. 1	11-347	1.25
0321	WILLOW SPRINGS N. 2	11-282	1.00
0616	WILSHIRE 7 - A & B	11-327	2.00

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0005	WILSHIRE ESTATES 3 - 1	11-120	1.00
0007	WILSHIRE ESTATES 3 - 2	11-162	1.00
0016	WILSHIRE ESTATES 4	11-177	1.00
0109	WILSHIRE ESTATES 5 - 1 & 2	11-201	1.25
0228	WILSHIRE ESTATES 6 - A & B	11-265	2.50
0318	WILSON, ROSSO, LOWE	11-288	3.00
1715	WINDING CREEK ESTATES SEC. 4	11-589	6.00
0509	WINDSONG	11-321	1.00
1301	WINGATE FARMS 1&2	11-506	2.50
0310	WOODLAND GLEN	11-280	1.00
0412	WOODLAND GLEN 2	11-032	1.25
0209	WOODLAND HALL 1	11-231	6.25
0816	WOODLAND HALL 2	11-420	3.75
1504	WOODS AT WEEPING ROCK	11-559	2.50
0602	WOODS AT WILDCAT RUN	11-416	3.75
0103	WOODS OF DORNOCH 2	11-196	6.25
0211	WOODS OF DORNOCH 3	11-236	0.75
0503	WOODS OF DORNOCH 4	11-307	1.00
1719	WOODS OF DORNOCH 5	11-610	2.00
1004	WOODS OF MEDALLION	11-468	3.00
0108	WOODS ON SELDOM SEEN 3 - 1	11-211	1.00
0203	WOODS ON SELDOM SEEN 3 - 2	11-243	2.50
0317	ZIMMERMAN	11-287	2.50

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

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RESOLUTION NO. 19-541

IN THE MATTER OF DECLARING THE NECESSITY FOR IMPROVEMENTS TO AFRICA ROAD AND APPROVING A PROFESSIONAL SERVICES AGREEMENT:

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

WHEREAS, section 5555.022 of the Revised Code provides that a Board of County Commissioners may find by a majority vote that the public convenience and welfare require the improving of any part of any public road, may fix the route and termini of the Improvement and may authorize such Improvement; and

WHEREAS, the County Engineer has determined that the widening and reconstruction of Africa Road from approximately 500 feet north of the Worthington Road/Big Walnut Road/Lewis Center Road intersection, including the widening of the existing roadway to accommodate a 3 lane road section and replacement of existing guardrail, roadway culverts and signage (collectively the “Improvements”) are required to help with traffic concerns in the area, and recommends that the Board proceed with the Improvements; and

WHEREAS, section 305.15 of the Revised Code provides that when the services of an engineer are required with respect to roads, turnpikes, ditches, bridges, or any other matter, a Board of County Commissioners may enter into a contract with any person, firm, partnership, association, or corporation qualified to perform engineering services in the state; and

WHEREAS, the County Engineer has selected Prime AE Group, Inc., through a qualifications-based selection process, has negotiated a scope and fee for the required engineering services, and recommends entering into an agreement for said engineering services associated with the Improvements;

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

Section 1: The public convenience and welfare requires the widening and reconstruction of Africa Road from approximately 500 feet north of the Worthington Road/Big Walnut Road/Lewis Center Road intersection, including the widening of the existing roadway to accommodate a 3 lane road section and replacement of existing guardrail, roadway culverts and signage, and the Improvement known as “DEL-CR21-1.96 ~ Africa Road Improvements” shall be initiated for such purposes.

Section 2: The costs for the Improvements will be paid for from any funds appropriated for road and bridge construction and that no special levies or assessments shall be made to pay for the Improvements.

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Section 3: The following agreement is approved for the providing of services for the Improvements:

**PROFESSIONAL SERVICES AGREEMENT
DEL-CR21-1.96 ~ Africa Road Improvements**

This Agreement is made and entered into this 6th day of June, 2019, by and between the **Delaware County Board of Commissioners**, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and **Prime AE Group, Inc.**, 8415 Pulsar Place, Suite 300, Columbus, OH 43240, (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Prime Agreement.”

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide Services in connection with the following “Project”:
Africa Road Improvements (DEL-CR21-1.96, PID 1803)

The DEL-CR21-1.96, Africa Road-Phase 1 project involves the widening and reconstruction of Africa Road from approximately 500 feet north of the Worthington Road (CR 13) intersection to the Big Walnut Road/Lewis Center Road (TR 109) intersection, a distance of approximately 1.6 miles. The project widening and reconstruction shall include the widening of the existing roadway to accommodate a 3-lane roadway section, with the middle lane being a two-way left turn lane (TWLTL). All existing guardrail, roadway culverts, and signage shall also be replaced as part of the project.

- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.

- 1.3 As used in this Agreement, “Services” shall be more fully defined in and rendered by the Consultant in accordance with the following documents, to be retained and on file with each Party, and by this reference made part of this Agreement:

- 1.3.1 Scope of Services last revised: May 7, 2019
1.3.2 Fee Proposal last revised: May 7, 2019

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as the “Project Manager” and agent of the County for this Agreement.
- 2.2 The Project Manager shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement.

3 AGREEMENT AND MODIFICATIONS

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the Project, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal and other documents enumerated in Section 1.3 and as follows:
- a. For all services described in the Scope of Services and Fee Proposal as “Basic Services”, the lump sum fee shall be **\$203,345**.
- b. For all services described in the Scope of Services and Fee Proposal as “If Authorized Services”, payment shall be made based on a lump sum amount authorized by the Project Manager for each authorized task as specified in the Fee Proposal, the total of which shall not exceed **\$49,136**.
- 4.2 The Project Manager may authorize partial lump sum payments for itemized tasks in “If Authorized Services” with written consent of the Consultant when the Project Manager determines the necessity therefor.
- 4.3 Total compensation under this Agreement shall not exceed **\$252,481.00** without subsequent modification by both Parties.
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

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5 NOTICES

- 5.1 “Notices” issued under this Agreement shall be served to the Parties listed below in writing. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County Engineer:

Name: Delaware County Engineer
Attn: Ryan J. Mraz, Chief Deputy Design Engineer

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: 740-833-2425

Email: Rmraz@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Kumar Buvanendaran, P.E.

Address of Firm: 8415 Pulsar Place, Suite 300

City, State, Zip: Columbus, Ohio 43240

Telephone: 614-839-0250

Email: kumarb@primeeng.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the County Engineer, and shall be based on the calculated percentage of Services performed to date in accordance with the Consultant’s Price Proposal.
- 6.2 Invoices shall be submitted to the Project Manager by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

7 NOTICE TO PROCEED; COMPLETION; DELAYS AND EXTENSIONS

- 7.1 The Consultant shall commence Services upon written Notice to Proceed (“Authorization”) by the Project Manager and shall complete the Services by April 1, 2020.
- 7.2 Consultant shall not proceed with any “If Authorized” tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Project Manager may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Consultant shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

9 CHANGE IN SCOPE OF SERVICES

- 9.1 In the event that significant changes to the Scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

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10 OWNERSHIP

- 10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement.
- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

- 11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Services as contemplated at the time of executing this Agreement.
- 11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

12 INDEMNIFICATION

- 12.1 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

13 INSURANCE

- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the services hereunder. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, shall furnish the County 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 the County. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.

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- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 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.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: 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 and is authorized to bind such principal.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of Services under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the

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Revised Code.

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

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

14

RESOLUTION NO. 19-542

IN THE MATTER OF APPROVING A PROJECT AGREEMENT WITH THE DELAWARE COUNTY TRANSPORTATION IMPROVEMENT DISTRICT FOR THE HOME ROAD EXTENSION EAST OF U.S. 23:

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

**PROJECT AGREEMENT
BY AND BETWEEN
THE DELAWARE COUNTY BOARD OF COMMISSIONERS
AND
THE DELAWARE COUNTY TRANSPORTATION IMPROVEMENT DISTRICT
FOR THE CONSTRUCTION OF HOME ROAD EAST OF U.S. 23
AGREEMENT # 2019-01**

This Agreement is made and entered into this 6th day of June, 2019, by and between the Delaware County Board of Commissioners (hereinafter the “Commissioners”) and the Board of Trustees of the Delaware County Transportation Improvement District (hereinafter the “TID”), hereinafter referred to individually as a “Party” and collectively as “the Parties.”

WITNESSETH:

WHEREAS, the Commissioners and the TID approved a Master Intergovernmental Agreement Regarding Cooperation on Transportation Projects (“Master Agreement”) by Commissioners Resolution No. 18-1374 and by TID Resolution 2018-05; and

WHEREAS, the Parties wish to jointly undertake the Project described herein, pursuant to, inter alia, sections 9.482 and 715.02 of the Revised Code and Chapter 5540 of the Revised Code;

NOW, THEREFORE, in consideration of the mutual promises and covenants described herein, the Parties agree as follows:

Article 1.

Section 1.1. For the purposes of this Agreement, the “Project” shall include the following infrastructure in general conformance with the construction plans on file with the County Engineer entitled DEL-CR124-7.69, Orange Township, Delaware County, Ohio, also known as Home Road Extension East of US 23, Phase 2 and 3:

Part 1: Establishment and construction of an extension of Home Road (County Road 124) as a four-lane roadway commencing at the current intersection of Columbus Pike (US Route 23) and running in an easterly direction, terminating at or near the future extension of Green Meadows Drive (Township Road 409);

Part 2: Establishment and construction of an extension of Graphics Way (Township Road 808) and Green Meadows Drive as three-lane roadways in a northerly direction, terminating at or near the extension of Home Road; and

Part 3: Construction of a sanitary sewer main commencing west of US 23 and running along the line of Home Road east to Green Meadows Drive.

Article 2. RESPONSIBILITIES OF THE COMMISSIONERS

Section 2.1. The Commissioners shall (a) perform all necessary actions to establish the new roadways described above; (b) in cooperation with the County Engineer, acquire all necessary land, permits, agreements and rights of way required to construct the Project and prepare all necessary surveys, plans, profiles, cross sections, plans, specifications and estimates; and (c) provide and pay for any necessary design interpretation and bidding assistance of any consulting engineers, surveyors or other professionals retained by the Commissioners to allow the TID to complete the Project.

Section 2.2. The Commissioners shall deposit with the TID the sum of Five Million Two Hundred Thousand Dollars (\$5,200,000.00) within 30 days of approval of this Agreement to pay for the estimated Project construction expenses through December 31, 2019. Funds will be paid from the following sources:

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2.2.1 Road and Bridge Projects Fund (10040421)	\$4,400,000.00
2.2.2 Any funds available for sanitary sewer construction	\$800,000.00

Section 2.3. The Commissioners shall, subject to fiscal year 2020 appropriation, deposit with the TID an additional sum(s) to be determined after the award of a construction contract by the TID and certified to the Commissioners in writing on or within thirty (30) days after such determination is made by the TID, which is necessary to pay the entire cost of construction of the Project, provided that the aggregate amount of the additional sum(s) shall not exceed **Five Million Two Hundred Thousand Dollars (\$5,200,000.00)** unless this Agreement is amended by resolution of the Commissioners. Funds certified and appropriated as stated herein will be paid to the TID within thirty (30) days after the start of fiscal year 2020 from the following sources:

2.3.1 For road construction costs in excess of the deposit made under Section 2.2, funds will be paid from the Road and Bridge Projects Fund (10040421), not to exceed \$4,800,000.00 without amendment of this Agreement.

2.3.2 For sanitary sewer construction costs in excess of the deposit made under Section 2.2, funds will be paid from any revenues available for sanitary sewer construction, not to exceed \$400,000.00 without amendment of this Agreement.

Section 2.4. The performance and provision of items described in Section 2.1, together with payments made under Sections 2.2 and 2.3, shall be considered full compensation to the TID for the cost of constructing the Project, including all construction engineering, supervision, testing, legal fees, management, accounting and other expenses incurred by the TID relating to the Project.

Article 3. RESPONSIBILITIES OF THE TID

Section 3.1. The TID shall perform all necessary actions to construct, or cause to be constructed, the Parts of the Project described in Section 1.1, at the lowest cost which is reasonably required to complete the Project in accordance with the plans, specifications and estimates provided by the County Engineer, and no later than the following dates:

- 3.1.1 Substantial completion of Part 1, including completion of all required traffic safety items and opening of the road to traffic no later than September 1, 2020; and
- 3.1.2 Final completion of all Parts of the Project no later than June 1, 2021.

Section 3.2. The TID will retain from any deposits made under this Agreement, as an Administrative Fee for management and supervision of the Project, a sum not to exceed Five Thousand Dollars (\$5,000.00) plus Two Percent (2%) of the amount of any construction contracts awarded by the TID for the Project, provided that such Administrative Fee shall not exceed Two Hundred One Thousand Dollars (\$201,000.00) without amendment of this Agreement.

Section 3.3. After the costs of all construction engineering, supervision, testing, legal fees, management, accounting and other expenses relating to the Project have been paid, and after deducting any Administrative Fees, the TID shall return any unused funds to the Commissioners within ninety (90) days of completion of the Project.

Section 3.4. As provided by section 5540.03 of the Revised Code, Chapter 4115 of the Revised Code does not apply to contracts or projects of a transportation improvement district; and, therefore, with the intention of completing the Project at the lowest cost which is reasonably required, the TID shall exempt all bidders from the requirement to pay prevailing wage rates in accordance with Chapter 4115 of the Revised Code.

Article 4. MISCELLANEOUS TERMS AND CONDITIONS

Section 4.1. Except as the context may otherwise foreclose, this Agreement is entered into subject to and in conformance with the Master Agreement, which is fully incorporated into this Agreement by this reference and made a part hereof, as if fully rewritten herein, and the actions of the Parties shall be in conformance therewith.

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

15
RESOLUTION NO. 19-543

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

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following work permits:

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

NOW, THEREFORE, BE IT RESOLVED that the following permits are hereby approved by the Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U19-078	MCI Metro	Sawmill Parkway	Install fiber optic cable via directional bore
U19-079	MCI Metro	Enterprise Dr.	Install fiber optic cable via directional bore
U19-080	MCI Metro	East Orange Road	Install fiber optic cable via directional bore
U19-081	Nisource	Whipple Road	Directional Bore
U19-082	AEP	Bunty Station Road	Replace existing poles
U19-083	Columbia Gas	Green Meadows Dr. N.	Test digs
U19-084	MCI Metro	Lewis Center Road	Install fiber optic cable via directional bore
U19-085	Level 3 Communications	Bunty Station Road	Trench cable

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

16

RESOLUTION NO. 19-544

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS ACCEPTING AND APPROVING THE 2020/2021 BIENNIAL SUBGRANT AGREEMENT WITH OHIO DEPARTMENT OF JOB AND FAMILY SERVICES AND OHIO DEPARTMENT OF MEDICAID FOR THE DELAWARE COUNTY CHILD SUPPORT ENFORCEMENT AGENCY:

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

WHEREAS, this Biennial Subgrant Agreement was prepared in accordance with sections 307.98, 5101.21 and 5160.30 of the Ohio Revised Code;

WHEREAS, the Director of Child Support Enforcement Agency recommends approval of the following Biennial Subgrant Agreement;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Biennial Subgrant Agreement:

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT
G-2021-11-5919**

RECITALS:

This Subgrant Agreement is entered into between the Ohio Department of Job and Family Services (hereinafter referred to as "ODJFS") and the Delaware County Board of County Commissioners (hereinafter referred to as "Board"), in accordance with Ohio Revised Code (ORC) Sections 307.98, 5101.21 and 5160.30.

The intent of this Subgrant Agreement is to establish between ODJFS and the Board the relationship of two "pass-through entities" and a "subrecipient" as those terms are used in 2 CFR 200, promulgated by the United States Office of Management and Budget (OMB).

This Subgrant Agreement is applicable to all subawards by ODJFS to Delaware County for the operation of the Delaware Child Support Enforcement Agency (CSEA) that is a standalone agency and performs all duties assigned to a child support enforcement agency. It is not applicable to subawards relating to any duties assigned to a county department of job and family services (CDJFS) under ORC Section 329.04, or to any duties assigned to a public children services agency (PCSA), nor is it applicable to subawards funded or authorized by the Workforce Investment Act (WIA), the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight. Subawards subject to this Subgrant Agreement include subawards of grant awards to the State of Ohio by the United States Department of Health and Human Services (DHHS) and the United States Department of Agriculture (USDA). Subawards subject to this Subgrant Agreement are not for research and development purposes.

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DEFINITIONS:

- A. "County family services agency" means a county department of job and family services (CDJFS), a public children's services agency (PCSA) and a child support enforcement agency (CSEA), as designated by the board of county commissioners in ORC Section 307.981. County family services agency also means a joint CDJFS formed by a written agreement entered into between boards of county commissioners as described in ORC Section 329.40.
- B. "Family services duty" means a duty state law requires or allows a county family services agency to perform including all financial and administrative functions associated with the performance of those duties. Family services duty does not include duties or activities funded or authorized by the Workforce Investment Act (WIA), the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight.
- C. "Financial assistance" means all cash, reimbursements, allocations of funds, cash draws, and property provided by ODJFS to a county family services agency. All requirements in this Subgrant Agreement related to financial assistance also apply to any money used by the county to match state or federal funds.
- D. "State and federal laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the ORC, uncodified law included in an Act, the Ohio Administrative Code (OAC) rules, any Treasury State Agreement or state plan, Office of Management and Budget (OMB) Uniform Guidance, circulars, or any other materials issued by OMB that a federal statute or regulation has made applicable to state and local governments, and any Governor's Executive Orders to the extent that they apply to counties. The term "state and federal laws" not only includes all state and federal laws existing on the effective date of this Subgrant Agreement, but also those state and federal laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Subgrant Agreement.
- E. "Subgrantee" has the same meaning as "county grantee," as that term is defined in ORC Section 5101.21 (A) (1).
- F. "Subgrant agreement" has the same meaning as "grant agreement," as that term is defined in ORC Section 5101.21 (A) (6).

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

- A. The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by the Delaware County CSEA.
- B. This Subgrant Agreement is entered into by the Board on behalf of Delaware County and of the Delaware County CSEA (hereinafter collectively referred to as "Subgrantee").

ARTICLE II. STATUTORY AUTHORITY OF ODJFS

As a pass-through entity under OMB 2 CFR 200 (Uniform Guidance) ODJFS may:

- A. Provide financial assistance to the Subgrantee in accordance with this Subgrant Agreement and state and federal laws.
- B. Provide annual financial, administrative, or other incentive awards to the Subgrantee subject to ORC Section 5101.23.
- C. Monitor the Subgrantee to obtain reasonable assurance that the financial assistance provided pursuant to this Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- D. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding provided under this Subgrant Agreement.
- E. Provide technical assistance and training to assist the Subgrantee in complying with its obligations under state and federal law and this Subgrant Agreement.
- F. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to the family services duties for which these funds are awarded. Any ODJFS enforcement action against the Subgrantee will be taken in accordance with ORC Section 5101.24, unless another section provides authority for a different action. If ODJFS takes an action authorized by ORC Section

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5101.24, ODJFS will provide written notice to the Board, the county auditor, and the CDJFS director. The entity against which any action is taken may request an administrative review in accordance with ORC Section 5101.24, except as provided by Section 5101.24 (E).

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

As a subrecipient of the state of Ohio under OMB 2 CFR 200 (Uniform Guidance), Subgrantee must:

A. Ensure that the funds included in this Subgrant Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by ODJFS and state and federal laws, as well as the federal terms and conditions of the grant award.

B. Utilize a financial management system that meets the requirements established by ODJFS and use the ODJFS designated software programs to report financial and other data according to the standards established by ODJFS. Subgrantee will provide to ODJFS all program and financial reports and updates in accordance with the timeliness schedules, formats and other requirements established by ODJFS.

C. Promptly reimburse ODJFS the amount the Subgrantee is responsible for, pursuant to action ODJFS takes under ORC Section 5101.24 (C), of funds ODJFS pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty.

D. Promptly reimburse, to the ODJFS, the amounts of any cash overdrafts or excessive cash draws paid to Subgrantee by ODJFS.

E. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law to determine compliance with the conditions, requirements, and restrictions applicable to a family services duty for which this Subgrant is awarded determines compliance has not been achieved.

F. Where Subgrantee identifies reimbursements or other payments due the ODJFS, promptly notify ODJFS and request direction as to the manner in which such payments shall be made. Where ODJFS identifies reimbursements or other payments due to ODJFS and ODJFS notifies Subgrantee, payment shall be made in the manner specified by ODJFS.

G. Make records available to the ODJFS, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.

H. Provide and ensure the existence and availability of local non-federal funds for the purpose of matching any federal funding for allowable operating expenses incurred by Subgrantee. Subgrantee must also ensure that any matching funds, regardless of their source, that Subgrantee manages are clearly identified and used in accordance with federal and state laws and the requirements of this Subgrant Agreement.

I. Maintain documentation of all subgrant related activity in accordance with the requirements of OAC Sections 5101:9-9-21, 5101:9-9-21.1 and 5101:9-9-29.

J. Comply with all requirements of state and federal laws which are required by OAC Section 5101:9-4-04 to be included in a county written code of standards of conduct and with all additional requirements and prohibitions specified in that administrative rule.

K. Comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C § 12131 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and Department of Agriculture, Food and Nutrition Services (FNS) directives and guidelines to the effect that, no person shall on the grounds of race, color, national origin, sex, age, disability or political beliefs or association, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS.

L. Immediately take measures to incorporate paragraph K, above, into existing agreements and contracts and shall incorporate the above language in all future agreements and contracts with other entities. Subgrantee shall require all entities with which it sub-grants and contracts with to incorporate Sections K and A, above, in all its existing agreements and contracts that are funded in whole or in part with funds from the U.S. Department of Agriculture or Health and Human Services and shall further require those entities to incorporate the language in all future agreements and contracts with other entities.

M. Post and require all entities with which it sub-grants and contracts to post the most recent version of the AD- 475A and/or AD-475B “And Justice for All” poster.

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ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from July 1, 2019, through June 30, 2021, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.
- B. In addition to Article IV-A, above, it is expressly understood by ODJFS and Subgrantee that this Subgrant Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to ORC Section 126.07, that there is a balance in the appropriation not already allocated to pay current obligations.

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

- A. The total amount of the Subgrant for State Fiscal Years (SFY) 2020 and 2021 and grant specific terms and conditions such as, but not limited to, the applicable period of performance, will be provided to Subgrantee in formal notices. ODJFS will provide this funding expressly to perform the Subgrant activities described in ARTICLE I of this Subgrant Agreement. This amount will be determined by the methodology required by OAC Section 5101:9-6. ODJFS will notify Subgrantee of revisions to subgrant amounts and terms through the issuance of supplementary notices as changes arise.
- B. Subgrantee will limit cash draws to the minimum amount needed for actual, immediate requirements in accordance with the Cash Management Improvement Act, 31 CFR 205, 45 CFR 75, 2 CFR 400 and ODJFS requirements including Chapter 7 of the Fiscal Administrative Procedures Manual. Subgrantee agrees that amounts submitted as the basis for claims for reimbursement will not exceed the amount of actual cash expenditures for lawfully appropriate purposes under the terms of the subaward in question.
- C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, including federal funds. If at any time the ODJFS Director determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, said Director may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODJFS for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
- D. In all circumstances under which budgetary information is maintained or is required to be maintained for a grant, Subgrantee must be able to reconcile budgetary expenditures to actual costs when required by ODJFS.
- E. As a subrecipient of federal funds, Subgrantee hereby specifically acknowledges its obligations relative to all federal funds provided under this Subgrant Agreement pursuant to OMB 2 CFR 200, 2 CFR 300, 2 CFR 400, 45 CFR 75, 45 CFR 95, and 45 CFR 96, including but not limited to, the following federal rules:
1. Standards for financial management systems: Subgrantee and its subgrantee(s) will comply with the requirements of 2 CFR 200 (D) and (E), 45 CFR 75.302, 2 CFR 200 and 2 CFR 400.1, including, but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records;
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management.
 2. Period of performance and availability of funds: Pursuant to 2 CFR 200.309, 2 CFR 200.343, 45 CFR 75.309, 2 CFR 200 and 2 CFR 400.1, Subgrantee and its subgrantee(s) may charge to the Federal award only costs resulting from obligations incurred during the funding period specified in the notices under Article V-A, above, unless notified by ODJFS that carryover of these balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated in a timely manner in accordance with federal and state law and specifications by ODJFS, not to exceed 90 days.
 3. Cost sharing or matching: Pursuant to 2 CFR 200.306, 45 CFR 75.306, 2 CFR 200 and 2 CFR 400.1, cost sharing or matching requirements applicable to the Federal program must be satisfied

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by allowable costs incurred or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal and state laws.

For Federal programs in which state funds are made available to use as matching funds, the Subgrantee is required to use, in addition to the amounts required under ORC Section 5101.16, additional local funds for matching funds in the event that the state funding allocated for that purpose is exhausted.

4. Program income: Program income must be used as specified in 2 CFR 200.307, 45 CFR 75.307, 2 CFR 200 and 2 CFR 400.1.

5. Real property: If Subgrantee is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 200.311, 45 CFR 75.318, 2 CFR 200 and 2 CFR 400.1.

6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 2 CFR 200.313, 45 CFR 75.320, 2 CFR 200 and 2 CFR 400.1.

7. Supplies: Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 2 CFR 200.314, 45 CFR 75.321, 2 CFR 200 and 2 CFR 400.1.

F. Subgrantee expressly certifies that neither it, nor any of its principals, is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

ARTICLE VI. AUDITS OF SUBGRANTEE

A. Subgrantee agrees to provide for timely audits as required by OMB 2 CFR 200. Subject to the threshold requirements of 45 CFR 75.501, 2 CFR 400.1, and 2 CFR 200.501, Subgrantee must ensure that the county of which they are a part has an audit with a scope as provided in 2 CFR 200.514 that covers funds received under this Subgrant Agreement. Costs of such audits are allowable as provided in 2 CFR 200.425. Subgrantee must send one (1) copy of the final audit report to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section, at 30 East Broad Street, 37nd Floor, Columbus, Ohio 43215, within two (2) weeks of the Subgrantee's receipt of any such audit report.

B. Subgrantee has additional responsibilities as an auditee under 45 CFR 75.508, et seq., and OMB Omni- Circular, 2 CFR 200.508, et seq., that include, but are not limited to:

1. Proper identification of federal awards received;
2. Maintenance of required internal controls;
3. Compliance with all state and federal laws, and regulations, and with all provisions of contracts, grant agreements, or subgrant agreements that pertain to each of its federal programs;
4. Procuring or otherwise arranging for the audit required by this Article in accordance with 2 CFR 200.509, and ensuring it is properly performed and submitted when due in accordance with 2 CFR 200.512;
5. Preparation of appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510;
6. Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR 200.511; and
7. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this Article.

ARTICLE VII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

A. This Subgrant Agreement may be terminated in accordance with any of the following:

1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the ODJFS Director and the Board, and the termination agreement is adopted by resolution of the Board. An agreement to terminate is effective on the later of the date stated in the agreement to terminate, the date it is signed by all parties, or the date the termination agreement is adopted by resolution of the Board.
2. Any of the parties may terminate after giving ninety (90) days written notice of termination to the other parties by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.
3. ODJFS may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds,

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a disapproval of the Subgrant Agreement by a federal administrative agency, or illegal conduct affecting the operation of the Subgrant Agreement. In the event of such a termination, ODJFS will send a notice to the Board and other county signatories to this Subgrant Agreement, specifying the reason for the termination and the effective date of the termination.

B. Pursuant to ORC Section 5101.24, 45 CFR 75.371, 2 CFR 200 and 2 CFR 400.1, as applicable, if Subgrantee, or any of its subgrantee(s) materially fails to comply with any term of an award, state and federal laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, ODJFS may take any or all of the following actions deemed appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action;
2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s)' Subgrant activity;
4. Withhold further awards for the Subgrant activity; or
5. Take any other remedies that may be legally available, including the additional remedies listed elsewhere in this Subgrant Agreement.

C. Subgrantee, upon receipt of a notice of suspension or termination, will do all of the following:

1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement;
2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities;
3. Prepare and furnish a report to ODJFS, as of the date Subgrantee received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
4. Perform any other tasks that ODJFS requires.

D. Upon breach or default by Subgrantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, ODJFS will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by ODJFS of any occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS or the Subgrantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other parties, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE VIII. NOTICES

A. Notices to ODJFS from Subgrantee that concern this award, termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the ODJFS Deputy Director of Fiscal and Monitoring Services at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215.

B. Notices to the Subgrantee from ODJFS concerning any and all matters regarding this Subgrant Agreement, including changes in the amount of funding or in the source of federal funding, will be sent to the Board and other county signatories to this Subgrant Agreement.

C. All notices in accordance with Section A of this ARTICLE VIII will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE IX. AMENDMENT, ADDENDA, AND SUBGRANTS

A. Amendment: This document, along with any related addenda, constitutes the entire agreement between ODJFS and Subgrantee with respect to all matters herein. Otherwise, only a document signed by both parties may amend this Subgrant Agreement. ODJFS and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

If ODJFS notices a need for correction of erroneous terms and conditions, ODJFS will immediately send Subgrantee an amended Subgrant Agreement for signature. If Subgrantee notices a need for correction of erroneous terms and conditions, it will immediately notify ODJFS.

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B. Addenda: ODJFS will provide information concerning changes to the requirements of this Subgrant Agreement in addenda thereto. Any addenda to this Subgrant Agreement will not need to be signed. Any draw of the funds following the receipt of an addendum will constitute acceptance of changes specified therein.

C. Subgrants

1. Any subgrants made by Subgrantee to another governmental entity, university, hospital, other nonprofit, or commercial organization will be made in accordance with 2 CFR 200, 2 CFR 200.201, 45 CFR 75.352 and 2 CFR 400.1 and will impose the requirements of 45 CFR 75 and 2 CFR 400, as applicable, as well as federal and state law. Any award of a subgrant to another entity shall be made by means of a county subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of ORC Section 5101.21.

2. Debarment and Suspension: As provided in 2 CFR 200, 2 CFR 200.205, 45 CFR 75.212 and 2 CFR 400.1, Subgrantee, its principals, and its subgrantee(s) must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs. Prior to making any such award or permitting any such award, Subgrantee must confirm that the party to which the award is proposed to be made is not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

3. Procurement: While Subgrantee and its subgrantee(s) must use their own documented procurement procedures, the procedures must conform to all applicable federal laws, including, as applicable, 2 CFR 200, 2 CFR 200.320, 2 CFR 400.1, 2 CFR 416.1 and 45 CFR 75.327 through 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.

4. Monitoring: Subgrantee must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subgrant, and function supported by the Subgrant, to ensure compliance with all applicable federal and state requirements, including 2 CFR 200, 2 CFR 200.328, 45 CFR 75.342, 2 CFR 400.1 and OAC Section 5101:9-1-88. If Subgrantee discovers that subgrant funding has not been used in accordance with state and federal laws, Subgrantee must take action to recover such funding.

5. Duties as Pass-through Entity: Subgrantee must perform those functions required under state and federal laws as a subrecipient of ODJFS under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

ARTICLE X. MISCELLANEOUS PROVISIONS

A. Limitation of Liability: To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall any party be liable for any indirect or consequential damages, even if ODJFS or Subgrantee knew or should have known of the possibility of such damages.

B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.

C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by ODJFS to the Board, to any county signer required by ORC Section 5101.21 (B), or to any county family services agency that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, ODJFS, or any of the officers or employees of the State of Ohio or ODJFS.

D. Subgrantee agrees that no agency, employment, joint venture, or partnership has been or will be created between any other party and Subgrantee. Subgrantee further agrees that, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Agreement. Subgrantee agrees that it is for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.

E. Risk Assessment. In accordance with 2 CFR 200.331 and 2 CFR 200.207, ODJFS as a pass-through entity evaluate Subgrantee's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. If deemed required, Subgrantee agrees to comply with specific conditions and monitoring requirements posed by ODJFS to ensure proper accountability and compliance with program

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requirements and achievement of performance goals.

F. Counterpart. This Agreement may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

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

18

ADMINISTRATOR REPORTS

Dawn Huston, Deputy Administrator

-No reports.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

-Today is a day to remember all veterans and especially the World War II veterans and their sacrifice.

Commissioner Benton

-Today marks the 75 anniversary of D-Day. Had the privilege meeting of attending the 60th anniversary in Normandy and met Forrest Gooth, a member of the Band of Brothers.

-Will be attending the MORPC Executive Committee meeting today.

-Congratulations to the UCLA Women's Softball team for winning the World Series of College Softball.

Commissioner Lewis

-It is good for us to remember that there is a cost to our freedom.

17

RESOLUTION NO. 19-545

10:00A.M. PUBLIC HEARING FOR CONSIDERATION OF THE LIFEPOINT CHURCH WATERSHED DRAINAGE IMPROVEMENT PETITION:

It was moved by Mr. Benton, seconded by Mr. Merrell to open the hearing at 10:00 A.M..

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

17 Continued

RESOLUTION NO. 19-546

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

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

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

17 Continued

RESOLUTION NO. 19-547

IN THE MATTER OF SETTING DATE AND TIME FOR THE CONTINUATION OF THE PUBLIC HEARING FOR CONSIDERATION OF THE LIFEPOINT CHURCH WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve that Thursday August 22, 2019 at 10:00A.M., at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio 43015, be and the same is hereby fixed as the time and place for the continuation of the first hearing on the Lifepoint Church Watershed Drainage Improvement petition.

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

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RESOLUTION NO. 19-548

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IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES:

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

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)–(7) of the Revised Code; and

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

Section 1. The Board hereby adjourns into executive session for consideration of appointment of a public employee or public official; for the purchase of property for public purposes.

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

RESOLUTION NO. 19-549

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Merrell, seconded by Mr. Benton to adjourn out of Executive Session.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners