

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 9, 2020**

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

Present:
Jeff Benton, President
Gary Merrell, Vice President

Absent:
Barb Lewis, Commissioner

1
RESOLUTION NO. 20-224

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 5, 2020:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on March 5, 2020; and

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

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

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

2
PUBLIC COMMENT

3
RESOLUTION NO. 20-225

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0306 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0306:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0306, memo transfers in batch numbers MTAPR0306 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Buckeye Ranch	Job and Family Program	70161605-5342	\$12,055.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R2002527	DELAWARE COUNTY TRANSPORTATION	HYATTS ROAD PUMP STATION PROJECT	66711900 - 5410	\$3,692,410.05
R2002535	MASTER LIGHTING SERVICE INC	REPLACE LIGHTS OUTSIDE OF BUILDINGS AND PARKING	66211900 - 5328	\$19,081.26
R2002549	CAPITAL TRANSPORTATION ACADEMY INC	CDL TUITION FEES	22311611 - 5348	\$6,600.00

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

4
RESOLUTION NO. 20-226

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, MICHAEL R. SHADE, ATTORNEY AT LAW, REQUESTING ANNEXATION OF 1.062 ACRES OF LAND IN TROY TOWNSHIP TO THE CITY OF DELAWARE:

It was moved by Mr. Merrell, seconded by Mr. Benton to acknowledge that on March 4, 2020, the Clerk to the Board of Commissioners received a petition requesting annexation of 1.062 acres from Troy Township to the

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City of Delaware.

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

S
RESOLUTION NO. 20-227

SETTING DATE AND TIME FOR REQUEST FOR PROPOSALS FOR COMPREHENSIVE CASE MANAGEMENT AND WORKFORCE INNOVATION AND OPPORTUNITY ACT YOUTH PROGRAM SERVICES FOR DELAWARE COUNTY:

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

**PUBLIC NOTICE
REQUEST FOR PROPOSALS
RFP # 01-CY20**

**Comprehensive Case Management Employment Program (CCMEP)
and
Workforce Innovation and Opportunity Act (WIOA)
For
Youth Program Services
for
Delaware County Department of Job and Family Services (DCDJFS)**

Delaware County Department of Job and Family Services is seeking proposals from qualified and innovative providers to partner with DCDJFS to run the CCMEP Youth Program funded through WIOA and Temporary Assistance for Needy Families (TANF). Prospective providers are invited to submit proposals to provide the services for in-school and out-of-school youth. Funds available, resources available, numbers of targeted youth to be served, and program and process responsibilities are enumerated in the RFP.

The complete CCMEP/WIOA Request for Proposals packet is posted on the internet and may be viewed on Delaware County’s web page at <https://co.delaware.oh.us/media-room/bids/> under the heading “Public Notices and Bids.”

Any proposals submitted to Delaware County are to be prepared at the submitter’s expense. Delaware County reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the submitter and Delaware County. Delaware County shall not have any liability whatsoever to any submitter whose proposal is not accepted.

A Public Information Session regarding proposal interest or questions will be held on March 25, 2020, 1:30pm local time in The Hayes Administration Building, Reilly Training Room, 145 North Union Street, Delaware, Ohio, 43015.

Questions regarding the RFP may be directed to Steve Ehrle via email at steve.ehrle@jfs.ohio.gov.

All proposals must satisfy Proposal Administration requirements defined in Section III of the RFP and meet the minimum requirements defined in the proposal form.

All proposals must be submitted electronically to Steve Ehrle via email at steve.ehrle@jfs.ohio.gov not later than April 21, 2020 – No Exceptions.

RFP # 01-CY20

**Request for Proposals (RFP)
For
Comprehensive Case Management Employment Program (CCMEP)
And
Workforce Innovation and Opportunity Act (WIOA)
Youth Program Services
For
Delaware County**

PROGRAM DATES:

Initial Service Period: July 1, 2020 – June 30, 2021
First Option Year: July 1, 2021 – June 30, 2022

OhioMeansJobs – Delaware shall have the option, upon thirty (30) days written notice to renew this agreement for one (1) option year thru June 30, 2022, based on successful performance outcomes and the availability of funds.

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FUNDING AVAILABLE:
Up to \$ 90,000 Annually

PROPOSAL DUE DATE:
April 21, 2020

REQUESTS TO EXTEND DEADLINE WILL NOT BE GRANTED

Questions regarding this RFP may be directed to: Steve.Ehrle@jfs.ohio.gov

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II. GENERAL INFORMATION

INTRODUCTION

Delaware County Department of Job and Family Services (**DCDJFS**) is seeking proposals from qualified and innovative providers (**PROVIDER**) to partner with DCDJFS to run the CCMEP Youth Program funded through WIOA and Temporary Assistance for Needy Families (TANF). Prospective providers are invited to submit proposals to provide the services for in-school and out-of-school youth. Funds available, resources available, numbers of targeted youth to be served, and program and process responsibilities are enumerated in this RFP.

PURPOSE

The goal of the CCMEP WIOA youth program is to assist youth in making a successful transition to employment and/or further education. A wide range of activities and services must be available to assist youth, especially those who are disconnected and out-of-school, in making a successful transition to self-sufficiency. The CCMEP WIOA youth program is designed to provide services, employment, and training opportunities to those who can benefit from, and who are in need of such services.

The purpose of the funds allocated to serving in-school youth (ISY), ages 14-21 or out-of-school youth (OSY), ages 16-24 under the CCMEP WIOA program are to provide:

1. Assist eligible out-of-school youth (OSY) and eligible in-school youth (ISY), who are seeking assistance in achieving academic and/or employment success, with effective and comprehensive services and activities. These include a variety of options for improving educational and skill competencies and provide effective connection to educational institutions and employers, including small employers in in-demand industry sectors and occupations in the local and regional labor markets.
2. Implement integrated strategies for career pathway approaches that support post-secondary education, training, and/or employment.
3. Implement work-based training strategies and employment approaches to help participants develop essential work readiness skills.
4. Implement progressive levels of education and training approaches that will help individuals with higher skill levels and experience earn marketable credentials.
5. Provide continued support services to individuals who need them to participate and succeed in work investment and training activities.

PROGRAM DESIGN

The program shall be designed to include **Framework** responsibilities and **Program Elements**.

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DCDJFS shall be responsible for all Framework processes and activities. PROVIDER shall be responsible for some Program Elements. DCDJFS shall be responsible for other Program Elements. Table 1, Program Framework and Elements Responsibilities, summarizes DCDJFS and PROVIDER responsibilities. The PROVIDER awarded the contract must agree to coordinate ALL Program Elements designated as PROVIDER responsibilities.

**** PROVIDER must provide services to participants in the City of Delaware, Ohio. ****

Table 1 – Program Framework and Elements Responsibilities				
Framework Or Program Element #	DESCRIPTION	DETAIL	DCDJFS	PROVIDER
Framework	Outreach	Program publicity in the community. Networking with community school systems and partners Participant recruitment.	Yes	
Framework	Eligibility	Determination of participant program eligibility in accordance with Workforce Innovation and Opportunity Act Policy Letter 15-03.1, revised September 4, 2018. Potential participants shall be evaluated for program eligibility and suitability.	Yes	
Framework	Assessment	Per section 129 (c)(1)(A) of the WIOA, local areas are required to provide an objective assessment of the academic levels, skill levels, and service needs of each youth participant. The purpose of the objective assessment is to identify the appropriate services, including the identification of career pathways, for each youth participant. The objective assessment shall include a review of all the following information: <ul style="list-style-type: none"> • Basic skills; • Occupational skills; • Prior work experience; • Employability; • Interests; • Aptitudes (including interests and aptitudes for nontraditional jobs); • Supportive service needs; and • Developmental needs. All the information captured as part of the objective assessment must be contained within the participant's case file.	Yes	
Framework	IOP / WIOA ISS	Individual Service Strategies (ISS) Per section 129 (c)(1)(B) of the WIOA, local areas are required to develop service strategies for each participant that are directly linked to one or more performance measure and include the identification of a career pathway that includes education and employment goals, appropriate achievement objectives, and appropriate services for the participant. It is a personalized plan	Yes	

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		for each WIOA youth participant. As such, the ISS/IOP should be completed with the youth participant and periodically reviewed with the participant.	
Framework	Case Management	Case Management shall include manual hard copy participant case file records and participant case administration records in the State of Ohio's Workforce Case Management System (OWCMS) application. Case files shall contain documentation required for compliance specified in applicable State of Ohio Youth Program guidance letters.	Yes
Framework	ITAs and OJTs	<p>An individual training account (ITA) is one of the primary methods through which training is financed and provided. ITAs are established on behalf of a WIOA participant to purchase a program of training services from eligible training providers. The use of an ITA is allowed for out-of-school youth, ages 18 to 24, using WIOA youth funds when appropriate.</p> <p>As part of the determination of the appropriateness for occupational skills training, a review of "family self-sufficiency" must be completed for those youth participants whose eligibility was not based upon being a low-income individual. In these cases, WIOA youth-funded ITAs may only be approved for those who have been determined to be below a locally defined standard of "family self-sufficiency." This requirement is intended to ensure that participants whose eligibility was not based upon being a low-income individual and who are seeking youth funded ITAs are those whose families lack or have limited ability to pay for training and supportive services needed in order to obtain or retain employment.</p> <p>Guidance and requirements pertaining to the use of ITAs are outlined in WIOAPL No. 15-11, Use of Individual Training Accounts (ITA).</p> <p>On-the-job training (OJT): training by an employer that is provided to a paid participant while engaged in productive work in a job that:</p> <ul style="list-style-type: none"> • Provides knowledge or skills essential to the full and adequate performance of the job; • Is made available through a program that provides reimbursement to the employer of a percentage of the wage rate of the participant; and • Is limited in duration as 	Yes

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		<p>appropriate to the occupation for which the participant is being trained, taking into account the content of the training, prior work experience of the participant, and the service strategy for the participant.</p>	
<p># 4</p>	<p>Occupational Skills Training</p>	<p>Occupational skills training shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with state and local in-demand industry sectors or occupations. Such training must:</p> <ul style="list-style-type: none"> • Be outcome-oriented and focused on occupational goals specified in the ISS; • Be of sufficient duration to impart the skills need to meet the occupational goal; and • Result in the attainment of a recognized post-secondary credential. • An individual training account (ITA) is one of the primary methods through which training is financed and provided. ITAs are established on behalf of a WIOA participant to purchase a program of training services from eligible training providers. The use of an ITA is allowed for out-of-school youth, ages 18 to 24, using WIOA youth funds when appropriate. • As part of the determination of the appropriateness for occupational skills training, a review of "family self-sufficiency" must be completed for those youth participants whose eligibility was not based upon being a low- income individual. In these cases, WIOA youth funded ITAs may only be approved for those who have been determined to be below a locally defined standard of "family self-sufficiency." This requirement is intended to ensure that participants whose eligibility was not based upon being a low-income individual and who are seeking youth funded ITAs are those whose families lack or have limited ability to pay for training and supportive services needed in order to obtain or retain employment. 	<p>Yes</p>

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<p># 5</p>	<p>Education</p>	<p>Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.</p> <p>This element requires integrated education and training to occur concurrently and contextually with workforce preparation activities and training for a specific occupation or occupational cluster for the purpose of educational and career advancement. This program element describes how workforce preparation activities, basic academic skills, and hands-on occupational skills training are to be taught within the same time frame and connected to training in a specific occupation, occupational cluster, or career pathway. Youth participants will not be required to master basic skills before moving on to learning career-specific technical skills.</p>	<p>Yes</p>
<p># 7</p>	<p>Supportive Services</p>	<p>Supportive services for youth may include, but are not limited to:</p> <ul style="list-style-type: none"> • Linkages to community services; • Assistance with transportation; • Assistance with child care and dependent care; • Assistance with housing; • Needs-related payments; • Assistance with educational testing; • Reasonable accommodations for youth with disabilities; • Referrals to health care; and • Assistance with uniforms or other appropriate work attire and work-related tool costs <p>Supportive services may be provided to youth both during participation and after program exit.</p> <p>DCDJFS shall be responsible for all participant transports.</p>	<p>Yes</p>
<p># 9</p>	<p>Follow-up Services</p>	<p>Follow-up services are critical services provided following a youth's exit from the program to help ensure the youth is successful in employment and/or post-secondary education and training.</p> <p>Follow-up services may include:</p> <ul style="list-style-type: none"> • Leadership development and supportive service activities; 	<p>Yes</p>

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		<ul style="list-style-type: none"> • Regular contact with a youth participant's employer, including assistance in addressing work-related problems that arise; • Assistance in securing better paying jobs, career pathway development, and further education or training; • Work-related peer support groups; • Adult mentoring; and/or • Services necessary to ensure the success of youth participants in employment and/or post-secondary education <p>All youth participants must receive some form of follow-up services for a minimum duration of 12 months. Follow-up services may be provided beyond the 12 months at the local board's discretion. The types of services provided and the duration of services must be determined based on the needs of the youth and therefore, the type and intensity of follow-up services may differ for each participant. However, follow-up services must include more than only a contact attempted or made for securing documentation in order to report a performance outcome.</p>		
# 13	Labor Market Information	Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.	Yes	
# 1	Tutoring	<p>Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies.</p> <p>These strategies must lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate or attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.</p>		Yes
# 2	Drop Out Recovery	Alternative school: schools which offer specialized, structured curriculum inside or outside of the public- school system which may provide work/study and/or academic intervention for students with behavior problems, physical/mental disabilities, who are at-risk of dropping out, who are institutionalized or adjudicated youth and/or youth who are in the legal custody of the Ohio Department of Youth Services and are residing in an		Yes

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		<p>institution. An alternative school must be approved by the local education agency. Strategies may include services that lead to earning a General Educational Development (GED) High School Equivalency Certification, earning a high school diploma at participant's home high school, or earning a high school diploma at an online high school recognized by the Ohio Department of Education.</p> <p>PROVIDER shall be responsible for establishing linkages with the Delaware County Aspire Program, linkages with all public high schools in Delaware County, and linkages with a State of Ohio recognized in-class or online high school provider.</p>		
<p># 3</p>	<p>Work Experience</p>	<p>Paid and unpaid work experiences.</p> <p>Work experience helps youth understand proper workplace behavior and what is necessary in order to attain and retain employment. They are designed to enable youth to gain exposure to the working world and its requirements. Work experiences can serve as a stepping stone to unsubsidized employment and is an important step in the process of developing a career pathway for youth. This is particularly important for youth with disabilities.</p> <p>A work experience may take place in the private for-profit sector, the non-profit sector, or the public sector. Labor standards apply in any work experience where an employer/employee relationship, as defined by the Fair Labor Standards Act or applicable State law, exists. Work experiences provide the youth participant with opportunities for career exploration and skill development.</p> <p>Work experiences must include academic and occupational education. The types of work experiences include the following categories:</p> <ul style="list-style-type: none"> • Summer employment opportunities and other employment opportunities available throughout the year; • Pre-apprenticeship programs; • Internships and job shadowing; and • On-the-job training (OJT) opportunities. <p>Not less than 20% of the youth program funds shall be used to provide in-school and out-of-school youth with work experience activities. WIOA youth programs must track program funds spent on paid and unpaid work experiences, including</p>		<p>Yes</p>

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		<p>wages and staff costs for the development and management of work experiences, and report such expenditures as part of the local WIOA youth financial reporting. The percentage of funds spent of work experience is calculated based on the total local area youth funds expended for work experience rather than calculated separately for in-school and out-of-school. Local administrative costs are not subject to the 20% minimum work experience expenditure requirement.</p> <p>Guidance and requirements pertaining to paid and unpaid work experiences for youth participants are outlined in Workforce Innovation and Opportunity Act Policy Letter (WIOAPL) No. 15-13, <u>Work Experience for Youth</u>.</p> <p>PROVIDER AND DCDJFS will collaborate to match Work Experience participants with suitable work sites.</p> <p>PROVIDER shall be required to administer subsidized work experience with the ability to pay participant wages and/or stipends. Participant wages and stipends shall be pre-approved by DCDJFS. PROVIDER may utilize a third-party payroll provider to administer participant wages. Payroll mark-up rates used by a third-party payroll provider must be pre-approved by DCDJFS.</p> <p>PROVIDER shall match Work Experience participant’s career goals and work readiness needs with appropriate work sites. PROVIDER shall limit placement of participants with the PROVIDER as the work site.</p>		
<p># 6</p>	<p>Leadership</p>	<p>Leadership development opportunities include:</p> <ul style="list-style-type: none"> • Exposure to post-secondary education opportunities; • Community and services learning projects; • Peer-centered activities, including peer mentoring and tutoring; • Organizational and team work training, including team leadership training; • Training in decision-making, including determining priorities and problem solving; • Citizenship training, including life skills training such as parenting and work behavior 		<p>Yes</p>

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		<p>training;</p> <ul style="list-style-type: none"> • Civic engagement activities which promote the quality of life in a community; and • Other leadership activities that place youth in a leadership role such as serving on youth leadership committees. <p>The purpose of leadership development activities is to develop skills and attitudes that are important in all areas of life. It provides encouragement and support to youth, developing skills, and instilling confidence as they transition to adulthood.</p>		
# 8	Mentoring	<p>Adult mentoring for youth must:</p> <ul style="list-style-type: none"> • Last at least 12 months and may take place both during the program and following exit from the program; • Be a formal relationship between a youth participant and an adult mentor that includes structured activities where the mentor offers guidance, support, and encouragement to develop the competence and character of the mentee; • Include a mentor who is an adult other than the assigned youth case manager; and • While group mentoring activities and mentoring through electronic means are allowable as part of the mentoring activities, at a minimum, the local youth program must match the youth with an individual mentor with whom the youth interacts on a face-to-face basis. <p>Mentoring may include workplace mentoring where the local program matches a youth participant with an employer or employee of a company.</p>		Yes
# 10	Comprehensive Guidance	<p>Comprehensive guidance and counseling provides individualized counseling to participants. This includes career and academic counseling, drug and alcohol counseling, mental health counseling, and referral to partner programs.</p> <p>When referring participants to necessary counseling that cannot be provided by the youth program or its service providers, the local youth program must coordinate, including obtaining releases of information to obtain information regarding appropriateness of WIOA services,</p>		Yes

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		with the organization it refers to in order to ensure continuity of service.		
# 11	Financial Literacy	<p>Financial literacy includes activities which:</p> <ul style="list-style-type: none"> • Support the ability of youth participants to create household budgets, initiate savings plans, and make informed financial decisions about education, retirement, home ownership, wealth building, or other savings goals; • Support participants in learning how to effectively manage spending, credit, and debt, including student loans, consumer credit, and credit cards; • Teach participants about the significance of credit reports and credit scores; what their rights are regarding their credit and financial information; how to determine the accuracy of a credit report and how to correct inaccuracies; and how to improve or maintain good credit; • Support a participant's ability to understand, evaluate, and compare financial products, services, and opportunities and to make informed decisions; • Educate participants about identity theft, ways to protect themselves from identity theft, and how to resolve cases of identity theft and in other ways under their rights and protection related to personal identity and financial data; and • Support activities that address the particular financial literacy needs of non-English speakers, including providing the support through the development and distribution of multilingual financial literacy and education materials. • Provide financial education that is age appropriate, timely, and provides opportunities to put lessons into practice, such as by access to safe and affordable financial products that enable money management and savings; and • Implement other approaches to help participants gain the 		Yes

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		<p>knowledge, skills, and confidence to make informed financial decisions that enable them to attain greater financial health and stability by using high quality, age-appropriate, and relevant strategies and channels, including where possible, timely and customized information, guidance, tools, and instructions.</p> <p>Content of PROVIDER’S Financial Literacy Program shall be mutually agreed upon by PROVIDER and DCDJFS.</p> <p>All participants who receive financial assistance through this program (Supportive Services, PRC Assistance, Subsidized Employment, Incentives, etc.) shall be required to have Financial Literacy included in their Individual Opportunity Plan (IOP) and/or Individual Service Strategy (ISS).</p>	
# 12	Entrepreneurial Skills	<p>Entrepreneurial skills training must develop skills associated with entrepreneurship. Such skills include, but are not limited to the ability to:</p> <ul style="list-style-type: none"> • Take initiative; • Creatively seek out and identify business opportunities; • Develop budgets and forecast resource needs; • Understand various options for acquiring capital and the trade-offs associated with each option; and • Communicate effectively and market oneself and one's ideas. <p>Approaches to teaching youth entrepreneurial skills include, but are not limited to, the following:</p> <ul style="list-style-type: none"> • Entrepreneurship education that provides an introduction to the values and basics of starting and running a business; • Enterprise development which provides supports and services that incubate and help youth development their own business; and • Experiential programs that provide youth with experience in the day-to-day operation of a business. 	Yes
# 14	Transition to	Activities that help youth prepare for	Yes

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	<p>Post-Secondary Education</p>	<p>and transition to postsecondary education and training including:</p> <p>Any schooling that follows graduation from high school or completion of high school equivalency, including community colleges, four-year colleges and universities, and technical and trade schools.</p>		
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Program design and execution shall comply with the following federal and state guidelines and policies:

[WIOA - The Law](#)

[WIOA - General Information U.S. Department of Labor](#)

[WIOA - General Information State of Ohio](#)

[State of Ohio Policy Letter WIOAPL 15-10 Youth Program Services](#)

[State of Ohio Policy Letter WIOAPL 15-03 Youth Program Eligibility](#)

[State of Ohio Policy Letter WIOAPL 15-13 Work Experience for Youth](#)

[State of Ohio Policy Letter WIOAPL 15-07 Source Documentation for WIOA Eligibility](#)

[OMB Circular A-122 Allowable Costs](#)

[5101:14-1-01 Comprehensive Case Management and Employment Program: Definitions](#)

[5101:14-1-04 Comprehensive Case Management and Employment Program: Referral, Comprehensive Assessment, Individual Service Strategy and Individual Opportunity Plan](#)

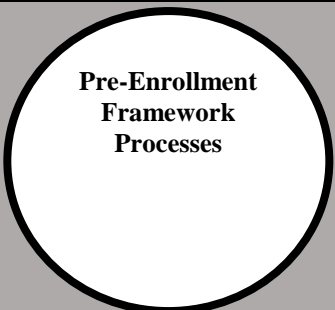
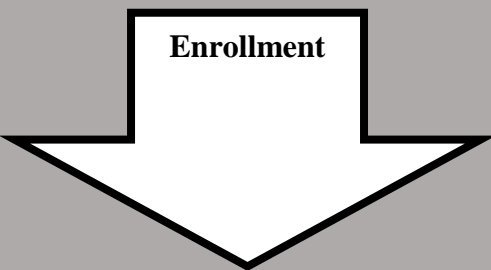
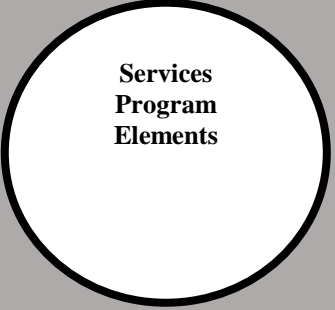
[5101:14-1-05 Comprehensive Case Management and Employment Program: Case Management](#)

[5101:14-1-06 Comprehensive Case Management and Employment Program: Program Exit and Follow-Up Services](#)

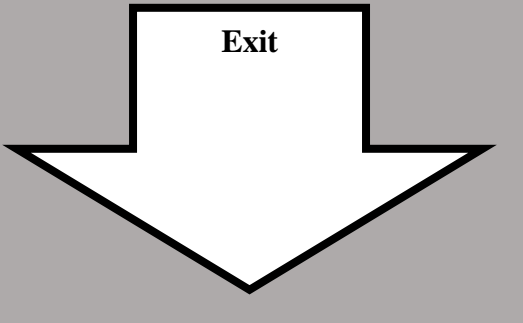
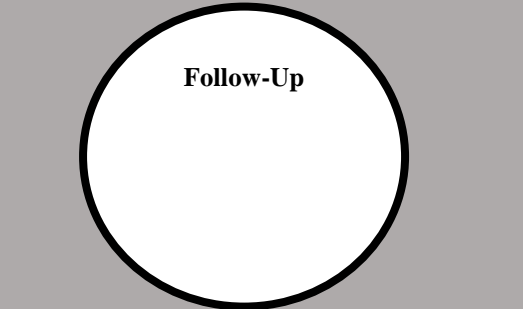
[5101:14-1-07 Comprehensive Case Management and Employment Program: Primary Performance Measures](#)

*** Request for Proposal Continued on Next Page ****

PROGRAM PROCESS FLOW

Table 2 – Youth Program Process Flow	
 <p>Pre-Enrollment Framework Processes</p>	<p>DCDJFS completes all Pre-Enrollment responsibilities.</p> <ul style="list-style-type: none"> Conduct Outreach Complete Application Complete Assessments Applicant Case File Established Applicant Eligibility and Suitability Determined Enrollment Determination – Yes (Go Forward) or No (Stop) DCDJFS has Final Say Regarding Participant Enrollment
 <p>Enrollment</p>	<p>DCDJFS enrolls participant in OWCMS Application</p> <p>DCDJFS and Participant collaborate to:</p> <ul style="list-style-type: none"> Agree upon Participant needs Complete Objective Assessment Complete Individual Opportunity Plan Complete Individual Service Strategy
 <p>Services Program Elements</p>	<p>PROVIDER and DCDJFS provide Program Element Services to Participant</p> <p>DCDJFS provides services for Program Elements # 4, # 5, # 7, # 9, and # 13</p> <p>PROVIDER provides services for Program Elements # 1, # 2, # 3, # 6, # 8, # 10, # 11, # 12, # 14</p> <p>DCDJFS, PROVIDER, and Participant collaborate on Participant progress and element completion</p> <p>PROVIDER submits monthly invoices, monthly participant case notes, and weekly timesheets for work experience engagements.</p> <p>DCDJFS updates participant case file in OWCMS Application</p>

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 <p>Exit</p>	<p>DCDJFS, PROVIDER, and Participant collaborate on program progress and element completion.</p> <p>Exit Determination – Yes (Participant transitioned to Follow-up) or No (Program Services Continue)</p> <p>DCDJFS exits Participant in OWCMS Application DCDJFS has Final Say Regarding Participant Exits</p>
 <p>Follow-Up</p>	<p>DCDJFS conducts Follow-up Services for 12 Months</p> <p>DCDJFS updates Participant case files in OWCMS Application</p> <p>DCDJFS provides Supportive Services to Participant as Needed</p>

ESTIMATED FUNDS AVAILABLE FOR THIS CONTRACT

Table 3 – Estimated Funds Available	
Initial Service Period July 1, 2020 – June 30, 2021	Option Year (if Exercised) July 1, 2021 – June 30, 2022
\$ 90,000	\$ 90,000

Delaware County will be utilizing Workforce Innovation and Opportunity Act and Temporary Assistance for Needy Family Funds.

Not less than 75% of the youth program funds shall be used to provide out-of-school youth services as required by WIOA.

Not less than 20% of the youth program funds shall be used to provide in-school and out-of-school youth with work experience activities as required by CCMEP WIOA.

ESTIMATED NUMBER OF YOUTH TO BE SERVED

The table below summarizes the targeted number of youth and young adults to be served.

Table 4 – Estimated Number of Participants to be Served			
Participant Type	Service Period Prior to Start of Contract (estimated number of carry over participants)	Initial Service Period July 1, 2020 – June 30, 2021 (carry over + newly enrolled active participants)	Option Year (if Exercised) July 1, 2021 – June 30, 2022 (carry over + newly enrolled active participants)
In-School Youth ISY	15	17	20
Out-of-School Youth OSY	35	45	60
Total	50	62	80

Estimated number of participants served shall include carry over participants from prior service period and new enrollments from current service period.

Estimated number of participants served shall include “active” participants only for the period of time participants are receiving services for the Youth Program Elements from the time of program enrollment to program exit and shall exclude participants being served in Follow-Up.

YOUTH ELIGIBILITY REQUIREMENTS

In-School Youth Eligibility Requirements

Eligibility for in-school youth, who at the time of enrollment, is:

- a. Attending school;

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- b. Not younger than 14 or (unless an individual with a disability who is attending school under state law) older than age 21;
- c. Is a low-income individual; and
- d. Has one or more of the following barriers:
 - Basic skills deficient;
 - An English language learner;
 - An offender;
 - A homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6))), a homeless child or youth (as defined in section 725 (2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2))), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the John H. Chafee Foster Care Independence Program, or in an out-of-home placement;
 - Pregnant or parenting;
 - An individual with a disability; or
 - An individual who requires additional assistance to complete an education program or to secure or hold employment as defined by the local area.

Out-of-School Youth Eligibility Requirements

Eligibility for out-of-school youth, who at the time of enrollment, is:

- a. Not attending any school;
- b. Not younger than 16 or older than age 24; and
- c. Has one or more of the following barriers:
 - A school dropout;
 - A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter;
 - A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is basic skills deficient or an English language learner;
 - An individual who is subject to the juvenile or adult justice system;
 - A homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6))), a homeless child or youth (as defined in section 725 (2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2))), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the John H. Chafee Foster Care Independence Program, or in an out-of-home placement;
 - An individual who is pregnant or parenting;
 - A youth who is an individual with a disability; or
 - A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment as defined by the local area.

PRE-APPROVED PARTICIPANT INCENTIVES

Incentives may be made available to participants to encourage accomplishments and positive behaviors. All incentives and requirements to earn incentives must be documented in the participant’s Individual Opportunity Plan. Documentation verifying incentive was earned and payment was received by the participant must be retained in the participant’s case file. Incentives not included in Table 5 – Pre-Approved Incentives, must be approved by DCDJFS prior to commitment and issuance to the participant.

Table 5 – Pre-Approved Participant Incentives		
Incentive	Maximum Frequency	Maximum Payout Amount
Receipt of Grade Card 2 calendar weeks after quarter/ semester ends	4 x per year	\$25
Perfect school Attendance (secondary school only)	Per grade period/ 4x per year	\$50
Secondary & Post-secondary: Deans List/ Honor Roll	1 x per grading period/ 4 x per school year	\$100
Participation in leadership activity and/or community service	2x per year	\$50
Basic Skills Deficient: Attained score increase by one (1) whole grade level	One Time	\$50
- If achieve Grade 12.9+ (at 2 nd attempt or more)	One Time	\$75
Enrollment in college or Military (four-year degree) (pre-closure) (request for case closure signed prior to payment authorization)	One Time	\$200
Enrollment in College (still in need of services and case remains open)	One Time	\$100
Job start (unsubsidized)	One Time	\$100
Receive a promotion within current employment	One Time	\$500
Maintain job (unsubsidized) with same employer for 30 days (available while in CCMEP)	One Time	\$200
Maintain job (unsubsidized) with same employer for 60 days	One Time	\$300

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(available while in CCMEP)		
Maintain job (unsubsidized) with same employer for 90 days (available while in CCMEP)	One Time	\$500
Maintain job (unsubsidized) with same employer for 12 months	One Time	\$1000
High School Graduation or completion of GED program	One Time	\$200
Completed secondary vocation program	One Time	\$200
Open a savings account	One Time	\$25
Maintain a balance of \$300 or more for a year	One Time	\$100
Save a minimum of \$1000 (in saving account) by case closure	One Time	\$500
Driver's License	One Time	\$50
Completion of Driver's Education Program	One Time	\$50
Credential Attainment (Post-secondary Certificate)	One Time	\$100
Life Skills classes or job readiness classes (broken down into sessions) (provide verification)	Up to 4 courses	\$25
Paperwork for TANF redetermination (03002) within 1 week of request	Every 6 Months	\$25
Industry recognized course completions determined appropriate by DCDJFS	One Time	\$25

PROGRAM DOCUMENTATION

Table 6 – Program Forms and Documentation, summarizes the forms or documentation the PROVIDER is required to use to administer the Youth Program. Samples of the Worksite Agreement and Work Experience Time Sheet can be viewed/downloaded at the following Delaware County Public Notice and Bids Information URL link: <https://co.delaware.oh.us/media-room/bids/>

Table 6 – Program Forms and Documentation	
Form Purpose	Form Frequency and Comments (when used)
Invoice	Monthly Exact format of invoice will be determined and negotiated once budget has been approved
Work Experience Worksite Agreement	When work experience participants are placed at the Work Experienced work site
Work Experience Time Sheet	Weekly or Bi-Weekly dependent upon frequency of payroll processing
Participant Case Notes	Monthly Case notes must be provided by PROVIDER to DCDJFS in an electronic format that can be copied and pasted electronically into the DCDJFS OWCMS application

III. PROPOSAL ADMINISTRATION

Proposal Submission

Proposals are due not later than 11:59pm, local time, April 21, 2020 . No exceptions

Proposals are to be submitted by email to steve.ehrle@jfs.ohio.gov

***** Proposals are to be submitted as electronic documents attached to the email address referenced above. *****

***** Printed, hard copy proposals mailed or hand delivered to DCDJFS will not be accepted *****

***** Proposers (bidders) must use the WIOA/CCMEP Youth Program Services Proposal Form for RFP #01-CY20**

A copy of the Proposal Form can be viewed/downloaded at the following Delaware County Public Notice and Bids Information URL link: <https://co.delaware.oh.us/media-room/bids/>

***** Please do not provide additional information that was not requested *****

Public Information Session

A Public Information Session to discuss the RFP is scheduled for the following location, date, and time.

Delaware County Department of Job and Family Services
Hayes Administration Building, 2nd Floor, Reilly Room
145 North Union Street

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Delaware, Ohio 43015

March 25, 2020, 1:30pm local time.

Questions

Questions regarding clarification of the RFP must be submitted by **email only**. No phone calls please. All questions must be submitted not later than April 10, 2020, 9:00am local time.
Email: steve.ehrle@jfs.ohio.gov

[Questions and answers regarding clarification of the RFP will be posted anonymously and publicly on the Delaware County Public Notices and Bid Information section of the county website at the following URL: https://co.delaware.oh.us/media-room/bids/](https://co.delaware.oh.us/media-room/bids/)

IMPORTANT: Requests from Providers for copies of previous RFPs, past Provider proposals, score sheets or contracts for this or similar past projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RFP.

Anticipated Procurement Timetable

Date	Event/Activity
March 16, 2020	DCDJFS releases RFP to potential Providers; Q&A period opens - RFP becomes active. - Proposers may submit inquiries for RFP clarification.
March 25, 2020	Public Information Session
April 10, 2020	Proposer Q&A Period Closes 9 a.m. local time (for inquiries for RFP clarification). - No further inquiries for RFP clarification will be accepted.
April 15, 2020	DCDJFS provides Final Proposer Question & Answer document.
April 21, 2020	Deadline for Proposers to Submit Proposals to DCDJFS (11:59 p.m. local time). - This is the proposal opening date, beginning of the DCDJFS process of proposal review.
April 23, 2020	Letter of intent to award contract issued by DCDJFS. - All applicants notified.
June 15, 2020	Contract submitted to County Commission for approval.
July 1, 2020	Contract begins

The County reserves the right to revise this schedule in the best interest of the DCDJFS and/or to comply with the County procurement procedures and regulations and after providing reasonable notice. Only the Delaware County Board of Commissioners (hereinafter, "Board"), has the authority to bind the County into a contract. The letter of intent to award is not binding. Since the letter of intent to award is not binding, any costs incurred by the bidder prior to the Board's award shall not be recovered from County.

PROPOSAL EVALUATION CRITERIA

DCDJFS will review all proposals for completeness and compliance with the terms and conditions of the RFP. Proposals inconsistent with the RFP requirements will be eliminated from consideration. Proposals received after the proposal due date and time shall be rejected and returned to the **Proposer**.

Each proposal will be reviewed according to the rating system below. A total of 100 points may be awarded to each proposal. Scoring will be based on a consensus of the proposal evaluators.

Proposal Section	Maximum # of Possible Points
Minimum Provider Requirements	Not scored but ALL minimum requirements must be satisfied for a proposal to be scored and considered.
References	5
Viability as an Organization	10
Youth Program Elements	40
Agreement to Adhere to DCDJFS Monthly Invoice Format and Process	15
Agreement to Comply with Delaware County Standard Contract Terms and RFP #01-CY20 Requirements	15
Youth Program Documentation	5
Budget	10
TOTAL	100

IV. PROPOSAL GUIDELINES

All proposals must satisfy the following requirements:

- The entire proposal (including required supporting documentation) is submitted by email on time (not later than April 21, 2020).

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- The proposal is signed by an authorized representative.
- Minimum requirements for the proposal are satisfied.
- All questions on the proposal form are answered.
- A **signed and notarized** copy of the Campaign Finance Affidavit is provided with the proposal.
 - A copy of the Affidavit Form can be viewed/downloaded at the following Delaware County Public Notice and Bids Information URL link: <https://co.delaware.oh.us/media-room/bids/>
- A **signed copy** of the required budget form.
 - A blank copy of the RFP #01-CY20 Budget Form can be viewed/downloaded at the following Delaware County Public Notice and Bids Information URL link: <https://co.delaware.oh.us/media-room/bids/>
- An **un-signed** completed copy of the required budget form (**Excel file format**).
 - A blank copy of the RFP #01-CY20 Budget Form can be viewed/downloaded at the following Delaware County Public Notice and Bids Information URL link: <https://co.delaware.oh.us/media-room/bids/>

V. CONTRACT AWARD

CONTRACT AWARD

Based upon the aforementioned criteria in the PROPOSAL EVALUATION CRITERIA section of this RFP, the proposal with the highest total number of points will be recommended for approval. Once the selection has been approved, DCDJFS will notify the **Proposer(s)** (with the winning proposal) officially in writing. A contract negotiation process will follow the notification, in order to begin services no later than July 1, 2020.

PROTESTS

Any potential or actual proposer objecting to the award of a contract resulting from the issuance of this RFP may file a protest of the award of the contract or any other matter relating to the process of soliciting the proposals. Protests must include the name, address, and telephone number of the protestor along with a detailed statement of legal and factual grounds for the protest, including copies of any relevant documents. Protests must be filed no later than 12:00 noon on May 11, 2020. All protests must be filed with:

Steve Ehrle
Contracts Administrator
Delaware County Department of Job and Family Services
Delaware, Ohio 43015
Steve.ehrle@jfs.ohio.gov

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

**6
RESOLUTION NO. 20-228**

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND SPEAKWRITE, LLC, FOR VERBAL TRANSCRIPTION SERVICES:

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

WHEREAS, the Director of Jobs & Family Services recommends approval of the following amendment to the contract with SpeakWrite LLC;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following amendment to the contract with SpeakWrite, LLC, for Verbal Transcription Services:

**First Amendment
To
Contract for the Purchase of
Verbal Transcription Services
Between
Delaware County Board of County Commissioners
and
Speakwrite, LLC**

This First Amendment of the Contract For The Provision of Verbal Transcription Services is entered into this 9th day of March, 2020 by and between the Delaware County, Ohio Board of County Commissioners (hereinafter “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and Speakwrite, LLC (hereinafter “Provider”) whose address is 6011 West Courtyard Drive, Suite 450, Austin, Texas, 78730 (hereinafter collectively the “Parties”).

WHEREAS, the Parties entered into the Contract for Verbal Transcription Services on April 1, 2019.

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WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, "Provisions").

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Agreement to add the following Provisions:
 - A. The contract service period shall be extended through April 30, 2021.
 - B. The maximum amount payable pursuant to this contract shall be increased to \$42,000.
 - C. Speakwrite Scope of Services, dated June 1, 2019 shall be incorporated into the contract effective May 1, 2020.

2. Signatures

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.

3. Conflicts

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

4. Terms of Agreement Unchanged

All terms and conditions of the Contract not changed by this First Amendment remain the same, unchanged, and in full force and effect.

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

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RESOLUTION NO. 20-229

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE ALLEN, CRAWFORD, DELAWARE, ERIE, MERCER, OTTAWA, WYANDOT COUNTY BOARDS OF COMMISSIONERS AND THEIR RESPECTIVE COUNTY DEPARTMENTS OF JOB AND FAMILY SERVICES FOR "COUNTY SHARED SERVICES (CSS) GROUP 8 PROJECT":

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

WHEREAS, the Director of Job & Family Services recommends approval of a memorandum of understanding by and between the Allen, Crawford, Delaware, Erie, Mercer, Ottawa, Wyandot County Boards of Commissioners and their respective County Departments of Job and Family Services for "County Shared Services (CSS) Group 8 Project";

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the memorandum of understanding by and between the Allen, Crawford, Delaware, Erie, Mercer, Ottawa, Wyandot County Boards of Commissioners and their respective County Departments of Job and Family Services for "County Shared Services (CSS) Group 8 Project":

County Shared Services Group 8

Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is entered into by and between the Allen, Crawford, Delaware, Erie, Mercer, Ottawa, Wyandot County Boards of Commissioners and their respective County Departments of Job and Family Services, (collectively "Counties" or "Parties").

Article I. Purpose

The purpose of this MOU is to document, define, and operate a multi-county project as it relates to the implementation of a Medicaid County Shared Services virtual service center among participating county departments of job and family services under the direction of the Ohio Department of Job and Family Services. The project shall be collectively known as the "County Shared Services (CSS) Group 8 Project".

Article II. Term

The term of this agreement is upon signature and will remain effective for one (1) year with automatic

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renewals unless the county provides a ninety (90) day notice to withdraw prior to the annual/auto renewal date. Any County may terminate by means of a 30-day written notice of intent to each of the other Counties, followed by a 30-day processing period for disengaging the County from the Group. Termination from this agreement will disconnect the County from the Shared Services Call Center technology.

Article III. Function of County Shared Services Initiative

This ongoing initiative is to standardize Medicaid processes, streamline efficiency, and provide a common Medicaid client experience. Efficiencies should be gained through standardization of Medicaid work processes and utilization of call center technology across counties. Participation gains access to call center technology including connection to the Enhanced Call Center platform, including utilization of the single statewide Enterprise Human Services phone number (1-844-640-OHIO), virtual hold, audio signature, and skills-based routing.

Article IV. Governance

- A. The participating County Directors of Job and Family Services have a responsibility to implement the standard operating procedures for the County Shared Services Operating Model. Operational details shall be documented in the form of a County Shared Services Operating Manual. The Directors will provide decision-making authority in matters involving the implementation and operation of the standard operating procedures.
- B. The consensus model of decision making shall be the standard approach for the standard operating procedures. However, in the absence of a consensus, each Director will have one vote. At such time that there is not unanimity on a decision, the majority will rule. If there is a tie vote in circumstances where unanimity on a decision has not been reached, a committee of three (3) County JFS Directors will be assembled -- one representing a large populated county, one representing a medium populated county, and one representing a small populated county -- to review the issue and make the final binding decision. Said committee will be designated annually by the participating County Directors of Job and Family Services.
- C. Participating Directors and/or designated county staff shall establish regular meetings to assign, monitor, and evaluate the progress of project deliverables and timelines including an annual review of the MOU.

Article V. Project Costs

In general, cost percentages for group services or equipment shall be apportioned according to the total I.M. Control county allocation methodology as defined by OAC 5101:9-6-05 or as otherwise agreed according to Article IV. Each individual county shall be responsible for its share of project related costs in accordance with county-specific purchasing and procurement policies. For services or equipment benefitting individual counties, parties shall be responsible for their own costs.

The County Directors may agree to take on other costs by voting, contingent upon the issue receiving a two-thirds majority of this group.

In the spirit of shared services and to maximize state/federal resources among the counties, counties experiencing a lack of funding may request from other counties within this Agreement the transfer of any unused state/federal funds. The release of any funds is solely the decision of each county. Counties who experience a lack of funding must notify the other participant counties of the need to withdraw from County Shared Services (CSS) Group 8 Project and shall be granted their request to withdraw.

Article VI. Responsibility of Parties

The Parties are governmental entities/political subdivisions and lack authority to indemnify. The Parties agree to be and shall be responsible for their own negligence, action or inactions and/or the actions or inactions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants. The Parties agree to be solely responsible for and shall hold harmless and release the other Parties from any and all claims, lawsuits, liability, losses, damages, illnesses, injuries (including death), and/or related expenses that each may incur as a result of their own negligence, actions or inactions and/or the actions or inactions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants.

Article VII. Findings for Recovery

The Parties respectively certify that they do not have any outstanding finding for recovery pending or issued against them by the State of Ohio.

Article VIII. Notices

All notices which may be required by this MOU or by operation of any rule of law shall be hand delivered;

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RESOLUTION NO. 20-230

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR CLARKSHAW RESERVE SOUTH SECTION 1, EVANS FARM – SOUTH OLD STATE ROAD SECTION 3, LIBERTY GRAND COMMUNITIES SECTION 2 PHASE A & B, AND LIBERTY GRAND COMMUNITIES SECTION 4:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following sanitary sewer improvement plans for submittal to the Ohio EPA for their approval:

WHEREAS, the Sanitary Engineer recommends approval of the sanitary sewer improvement plans for Clarkshaw Reserve South Section 1, Evans Farm – South Old State Road Section 3, Liberty Grand Communities Section 2 Phase A & B, and Liberty Grand Communities Section 4;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the sanitary sewer improvement plans for Clarkshaw Reserve South Section 1, Evans Farm – South Old State Road Section 3, Liberty Grand Communities Section 2 Phase A & B, and Liberty Grand Communities Section 4 for submittal to the Ohio EPA for their approval.

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

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RESOLUTION NO. 20-231

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR WOODCREST CROSSING SECTION 1:

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Subdivider’s Agreement for Woodcrest Crossing Section 1;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Sanitary Sewer Subdivider’s Agreement for Woodcrest Crossing Section 1:

SUBDIVIDER’S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 9th day of March 2020, by and between **M/I Homes of Central Ohio LLC**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **Woodcrest Crossing Section 1** Subdivision Plat or condominium amendments on said development parcel filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the “Improvements”) shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Sanitary Sewer Improvements for Woodcrest Crossing Section 1 (Retreat at Woodcrest)**, dated **December 3, 2019**, and approved by the County on **February 6, 2020**, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

SECTION II: CAPACITY

There are **60** single family residential equivalent connections approved with this Agreement. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

SECTION III: FINANCIAL WARRANTY

For on-site improvements the following options for financial warranty apply:

OPTIONS:

- (1) Should the Subdivider elect to record the plat prior to beginning construction, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$239,845.00**) which is acceptable to the County Commissioners to insure

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faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.

- (2) Should the Subdivider elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as Subdivider elects to record the plat. At that time, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the Delaware County Sanitary Engineer.

The Subdivider hereby elects to use Option 1 for this project.

Initials _____

Date _____

The Subdivider shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the Delaware County Sanitary Engineer a five (5) year maintenance bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The Subdivider further agrees that any violations of or noncompliance with any of the provisions and stipulations of this Agreement shall constitute a breach of contract, and the County shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the Improvements for **Sanitary Sewer Improvements for Woodcrest Crossing Section 1 (Retreat at Woodcrest)**.

SECTION IV: FEES

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of **Sanitary Sewer Improvements for Woodcrest Crossing Section 1 (\$8394.58)**. The Subdivider shall also pay the Delaware County Sanitary Engineer eight and one-half percent (8½ %) of the estimated construction cost of the Improvements for inspection during construction and cleaning and televising of the sewers and appurtenances of **Sanitary Sewer Improvements for Woodcrest Crossing Section 1 (\$20,387.00)**. The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep records of the time spent by his or her employees and agents in such inspections and in the event the hours worked for inspection at a rate of \$75.00 per hour and for the camera truck at \$150.00 per hour exceeds the eight and one-half percent (8½%), the County may require, and the Subdivider shall pay, additional funds based on the estimated effort for completion as determined by the Sanitary Engineer in his or her sole discretion.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **Sanitary Sewer Improvements for Woodcrest Crossing Section 1** as required by the County.

SECTION V: CONSTRUCTION

All public improvement construction shall be performed within one (1) year from the date of the approval of this Agreement by the County Commissioners, but extension of time may be granted if approved by the County Commissioners.

The Subdivider shall indemnify and save harmless the County, Townships, Cities, and/or Villages and all of their officials, employees, and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of the Subdivider, and any of its contractors or sub-contractors, or from any material, method, or explosive used in the Work, or by or on account of any accident caused by negligence, or any other act or omission of the Subdivider, and any of its contractors or the contractors' agents or employees in connection with the Work.

The Subdivider shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the County. The representative shall be replaced by the Subdivider when, in the opinion of the County, the representative's performance is deemed inadequate.

If, due to unforeseen circumstances during construction activities, the Subdivider must install any of the Improvements to a different location than shown on the approved and signed construction plans, the Subdivider shall request a revision to the construction plans and the Delaware County Sanitary Engineer shall evaluate this request. If the request for a revision is approved in writing by the Delaware County Sanitary Engineer, then the Subdivider shall provide and record a revised, permanent, exclusive sanitary easement prior to the County's acceptance of the sewer. The language and dimensions of the revised, permanent, exclusive sanitary easements shall be subject to the approval of the Delaware County Sanitary Engineer.

The Subdivider shall, during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the County regarding submission of shop drawings,

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construction schedules, operation of facilities, and other matters incident to the construction and operation of the Improvements.

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

SECTION VI: EASEMENTS

The Subdivider shall provide to the County all necessary easements or rights-of-way required to complete the Improvements, all of which shall be obtained at the expense of the Subdivider. All Improvements, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within a recorded, permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be subject to approval by the Delaware County Sanitary Engineer. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the Delaware County Sanitary Engineer before a preconstruction meeting will be permitted and before construction may begin on the Improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted, in writing, by the Delaware County Sanitary Engineer.

SECTION VII: COMPLETION OF CONSTRUCTION

The County shall, upon certification in writing from the Delaware County Sanitary Engineer that all construction is complete according to the plans and specifications, by Resolution, accept the Improvements described herein and accept and assume operations and maintenance of the Improvements.

The Subdivider shall within thirty (30) days following completion of construction of the Improvements, and prior to final acceptance, furnish to the County as required:

- (1) "As built" drawings of the Improvements which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer and Delaware County Engineer and/or the City of Powell. The drawings shall be on reproducible Mylar (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in .DWG format & .PDF format.
- (2) An Excel spreadsheet, from a template as provided by the Delaware County Sanitary Engineer, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) An itemized statement showing the cost of the Improvements.
- (4) An Affidavit or waiver of lien from all contractors associated with the project that all material and labor costs have been paid. The Subdivider shall indemnify and hold harmless the County from expenses or claims for labor or materials incident to the construction of the Improvements.
- (5) Documentation showing the required sanitary easements.

Should the Subdivider become unable to carry out the provisions of this Agreement, the Subdivider's heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this Agreement. Notwithstanding any other provision of this Agreement, the County shall have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the County shall be strictly permissive and within the County's sole discretion.

The Subdivider, for a period of five (5) years after acceptance of the Improvements by the County, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the Improvements shall be the same as new equipment warranties and shall be assigned to the County upon acceptance of the Improvements. A list of corrective items shall be provided to the Subdivider prior to expiration of the five (5) year period.

After the acceptance of the Improvements, the capacity charge **and any surcharges** shall be paid by the applicant upon request to the Delaware County Sanitary Engineer for a tap permit to connect to the sanitary sewer. User fee charges will commence the day the sanitary tap is made, regardless of completeness of construction.

SECTION VIII: SIGNATURES

IN CONSIDERATION WHEREOF, the County Commissioners hereby grant the Subdivider or its agent the right and privilege to make the Improvements stipulated herein and as shown on the approved plans.

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

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10**RESOLUTION NO. 20-232**

IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR VINMAR VILLAGE SECTION 4 SANITARY SEWER IMPROVEMENTS, CARRIAGE COVE SANITARY SEWER IMPROVEMENTS, CLARKSHAW RESERVE TRUNK SEWER AND MORRIS STATION SANITARY SEWER IMPROVEMENTS:

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

WHEREAS, the construction of new sanitary sewers at the Vinmar Village Section 4 Sanitary Sewer Improvements, Carriage Cove Sanitary Sewer Improvements, Clarkshaw Reserve Trunk Sewer and Morris Station Sanitary Sewer Improvements have been completed to meet Delaware County Sewer District requirements; and

WHEREAS, the Sewer District has received the necessary items required by the Subdivider's Agreements; and

WHEREAS, the Sanitary Engineer recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Vinmar Village Section 4 Sanitary Sewer Improvements

4,140 linear feet of 8-inch PVC sanitary sewer	\$166,428 .00
42 ea. 8x6 PVC wye fittings	\$6,846.00
2,146 linear feet of 6-inch diameter PVC risers, laterals, and fittings	\$109,598.00
24 sanitary manholes	<u>\$73,920.00</u>
Total	\$356,792.00

Carriage Cove Sanitary Sewer Improvements

510 linear feet of 8-inch PVC sanitary sewer	\$44,880.00
11 ea. 8x6 PVC wye fittings	\$1,980.00
190 linear feet of 6-inch diameter PVC risers, laterals, and fittings	\$11,821.50
3 sanitary manholes	<u>\$14,880.00</u>
Total	\$73,561.50

Clarkshaw Reserve Trunk Sewer

780 linear feet of 12-inch dia. PVC sanitary sewer	\$101,400.00
2,070 linear feet of 10-inch dia. PVC sanitary sewer	\$203,550.00
780 linear feet of 8-inch dia. PVC sanitary sewer	\$44,530.00
2 ea. 12x6 PVC wye fittings	\$380.00
33 ea. 10x6 PVC wye fittings	\$4,950.00
14 ea. 8x6 PVC wye fittings	\$1,680.00
2,619 linear feet of 6-inch dia. PVC risers, laterals, and fittings	\$68,595.00
19 sanitary manholes	\$59,400.00
Ancillary items (temp. seeding, granular backfill, etc.)	<u>\$134,561.25</u>
Total	\$619,046.25

Morris Station Sanitary Sewer Improvements

225 linear feet of 10-inch PVC sanitary sewer	\$19,215.00
625 linear feet of 8-inch PVC sanitary sewer	\$67,187.50
1 ea. 10x6 PVC wye fittings	\$258.00
20 ea. 8x6 PVC wye fittings	\$3,560.00
799 linear feet of 6-inch diameter PVC risers, laterals, and fittings	\$46,578 .70
5 sanitary manholes	\$23,975.00
1 unused sanitary manhole (deleted from plan)	<u>\$2,428.00</u>
Total	\$73,561.50

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

Section 1. The Board hereby approves and accepts the above sanitary sewer improvements for ownership, operation, and maintenance by the Delaware County Sewer District.

Section 2. The Board hereby releases any bond, certified check, irrevocable letter of credit, or other approved financial warranties executed to insure faithful performance for construction of the above sanitary sewer

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improvements, if applicable.

Section 3. The Board hereby accepts any bond, certified check, irrevocable letter of credit, or other approved financial warranties executed per the requirements of the subdivider’s agreements for the five-year maintenance period for the above sanitary sewer improvements.

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

11

RESOLUTION NO. 20-233

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:

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
UT20-0030	Century Link	Dent Road	Road bore
UT20-0031	Spectrum	Calhoun Road	Place cable in ROW
UT20-0032	AT&T	Hyatts Road	Install new pole in ROW
UT20-0033	Team Fishel	Home Road	Relocate existing duct
UT20-0034	Spectrum	N. 3 B’s & K Road	Place cable in ROW
UT20-0035	AT&T	South Old State Road	Road bore
UT20-0036	Everstream	Kilbourne Road	Place fiber optic in ROW
UT20-0037	Suburban Natural Gas	E. Powell Road	Lay Gas Main
UT20-0038	Spectrum	County Road 605	Install aerial lines
UT20-0039	Columbia Gas	Clarkshaw Moors Sec. 4.2	Install gas main
UT20-0040	Columbia Gas	Lewis Center Road	Install gas main

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

12

RESOLUTION NO. 20-234

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT FOR THE PROJECTS KNOWN AS 2020-2021 ROADSIDE MOWING (NORTH) AND 2020-2021 ROADSIDE MOWING (SOUTH):

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

**2020-2021 Roadside Mowing (North)
Bid Opening of January 7, 2020**

WHEREAS, as the result of the above referenced bid opening, the Engineer recommends that a bid award be made to Thompson Interstate Mowing, the only bidder for the project; and

WHEREAS, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and Thompson Interstate Mowing for the project known as 2020-2021 Roadside Mowing (North);

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the contract with Thompson Interstate Mowing for the 2020-2021 Roadside Mowing (North):

CONTRACT

THIS AGREEMENT is made this 9th day of March, 2020 by and between Thompson Interstate Mowing, Inc., 12978 US Highway 62, Leesburg, Ohio 45135, hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the

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improvements embraced in the project named “2020-2021 Roadside Mowing (North)”, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the total sum not to exceed Sixty-Four Thousand Eight Hundred Seventy Dollars and Seventy-Four Cents (\$64,870.74), subject to additions and deductions as provided in the Contract Documents. The total sum includes required mowing for 2020 at Sixty Thousand Eight Hundred Seventy Dollars and Seventy-Four Cents (\$60,870.74), and supplemental mowing at the discretion of and only upon the authorization of the County Engineer at a price not to exceed Four Thousand Dollars and Zero Cents (\$4000.00).

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirement

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

**2020-2021 Roadside Mowing (South)
Bid Opening of January 7, 2020**

WHEREAS, as the result of the above referenced bid opening, the Engineer recommends that a bid award be made to Thompson Interstate Mowing, the only bidder for the project; and

WHEREAS, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and Thompson Interstate Mowing for the project known as 2020-2021 Roadside Mowing (South);

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the contract with Thompson Interstate Mowing for the 2020-2021 Roadside Mowing (South):

CONTRACT

THIS AGREEMENT is made this 9th day of March, 2020 by and between Thompson Interstate Mowing, Inc., 12978 US Highway 62, Leesburg, Ohio 45135, hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the improvements embraced in the project named “2020-2021 Roadside Mowing (South)”, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the total sum not to exceed Sixty-Five Thousand Seven Hundred Eighteen Dollars and Eighty Cents (\$65,718.80), subject to additions and deductions as provided in the Contract Documents. The total sum includes required mowing for 2020 at Sixty-One Thousand Seven Hundred Eighteen Dollars and Eighty Cents (\$61,718.80), and supplemental mowing at the discretion of and only upon the authorization of the County Engineer at a price not to exceed Four Thousand Dollars and Zero Cents (\$4000.00).

ARTICLE 3. Contract

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The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirement

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

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

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RESOLUTION NO. 20-235

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT FOR THE PROJECT KNOWN AS CURVE SIGNING PROJECT – REBID – DELAWARE COUNTY

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

**Curve Signing Project – Rebid – Delaware County
Bid Opening of December 3, 2019**

WHEREAS, as the result of the above referenced bid opening, the Engineer recommends that a bid award be made to MP Dory Company, the low bidder for the project; and

WHEREAS, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and MP Dory Company for the project known as Curve Signing Project Rebid – Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the contract with MP Dory Company for the Curve Signing Project Rebid – Delaware County:

CONTRACT

THIS AGREEMENT is made this 9th day of March, 2020 by and between **MP Dory Company**, 2001 Integrity Drive S., Columbus, Ohio 43209, hereinafter called the “Contractor” and the **Delaware County Commissioners**, hereinafter called the “Owner”.

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named **“Curve Signing Project Rebid – Delaware County”**, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed ***Ninety Thousand Eight Hundred Sixty-Nine dollars and Fifty Cents (\$90,869.50)***, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- i. This Agreement
- j. Addenda
- k. Invitation to Bid

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- l. Instructions to Bidders
- m. Signed copy of bid
- n. Work Specifications (including all plans, drawings, etc.)
- o. Specifications – General Provisions
- p. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

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

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RESOLUTION NO. 20-236

IN THE MATTER OF APPROVING A PROJECT AGREEMENT BETWEEN DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE DELAWARE COUNTY TRANSPORTATION IMPROVEMENT DISTRICT FOR ROAD AND SANITARY IMPROVEMENTS AT HYATTS ROAD AND US 23:

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

**PROJECT AGREEMENT
BY AND BETWEEN
THE DELAWARE COUNTY BOARD OF COMMISSIONERS
AND
THE DELAWARE COUNTY TRANSPORTATION IMPROVEMENT DISTRICT
FOR ROAD AND SANITARY SEWER IMPROVEMENTS AT HYATTS ROAD AND U.S. 23**

AGREEMENT # _____

This Agreement is made and entered into this 9th day of March, 2020, 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 find that there is a reasonable necessity and benefit to the public 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 and the Regional Sewer District:

Part 1: DEL-CR123-5.05, Liberty, Berlin & Orange Township: Reconstruction of Hyatts and Shanahan Road near the intersection of U.S. 23.

Part 2: Hyatts Road Sanitary Sewer Pump Station Improvements

Article 2. RESPONSIBILITIES OF THE COMMISSIONERS

Section 2.1. The Commissioners have already or, where necessary, shall (a) perform all necessary actions to enact appropriate legislation for the required road and sanitary sewer improvements; (b) in cooperation with the County Engineer and Director of the Regional Sewer District, 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.

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Section 2.2. The Commissioners shall deposit with the TID the sum of Seven Million One Hundred Nineteen Thousand Five Hundred Twenty Five Dollars and Nineteen Cents (\$7,119,525.19) within 30 days of approval of this Agreement to pay for the estimated Project construction expenses through December 31, 2020. Funds will be paid from the following sources:

- 2.2.1 Any funds available for road and bridge construction \$ 3,427,115.14
- 2.2.2 Any funds available for sanitary sewer construction \$ 3,692,410.05

Section 2.3. The Commissioners shall deposit with the TID additional sum(s) determined necessary by the TID to pay the entire cost of construction of the Project, as certified by the TID to the Commissioners in writing no later than December 31, 2020, which are necessary to pay the entire cost of construction of the Project, subject to the following conditions: (A) that the aggregate amount of the additional sum(s) shall not exceed Three Hundred Fifty Thousand Dollars (\$350,000.00) unless this Agreement is amended by resolution of the Commissioners; (B) that such obligation on the part of the Commissioners is subject to the availability of funds for the purpose and to the appropriation of those funds by the Commissioners for the Project; and (C) that any obligation to undertake such actions lies solely within the discretion of the Commissioners. Such funds shall be paid no later than January 30, 2021, subject to the conditions stated herein, from the following sources:

- 2.3.1 For road construction costs in excess of the deposit made under Section 2.2, payment will be made from any funds available for road and bridge construction not to exceed \$175,000.00 without amendment of this Agreement.
- 2.3.2 For sanitary sewer construction costs in excess of the deposit made under Section 2.2, payment will be made from any funds available for sanitary sewer construction, not to exceed \$175,000.00 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 December 31, 2020; and
- 3.1.2 Substantial completion of Part 2, including operation of all sanitary sewers and related equipment no later than March 31, 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.

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 Absent Mr. Benton Aye Mr. Merrell Aye

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15**RESOLUTION NO. 20-237**

IN THE MATTER OF DECLARING THE NECESSITY FOR A CORRIDOR STUDY FOR A PROPOSED NEW ROADWAY NAMED VETERANS PARKWAY AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ARCADIS U.S., INC.:

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 a corridor study for a proposed roadway named Veterans Parkway (County Road 3642) extending from US 36 at Glenn Road to US 23 at Panhandle Road (the "Improvement") is required to provide for better traffic flow around Delaware City and become a gateway for the traffic from US 23 to SR 36/37 and ultimately I-71; and

WHEREAS, in short term, the Improvement will also provide needed access and safety improvements at US 36/37 and SR 521 to accommodate the new County office buildings, as well as infrastructure for the growing area east of Delaware; and

WHEREAS, the Improvement is envisioned in five construction phases:

- Phase 1 limits – US 36 to SR 521
- Phase 2A limits – SR 521 to south of CSX Railroad
- Phase 2B limits – CSX Railroad overpass to US 42
- Phase 3 limits – US 42 to Horseshoe Road
- Phase 4 limits – Horseshoe Road to US 23; 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 contracts with any person, firm, partnership, association, or corporation qualified to perform engineering services in the state; and

WHEREAS, the County Engineer has selected Arcadis U.S., 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 Improvement;

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

Section 1: The public convenience and welfare require a corridor study for the Improvement, based on the purposes stated herein, and the Improvement known as "Veterans Parkway (CR 3642) shall be initiated for such purposes.

Section 2: The costs for the Improvement 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 Improvement.

Section 3: The following agreement is approved for the providing of professional design services for the Improvement:

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 9th day of March, 2020, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Arcadis U.S., Inc. ("Consultant"), hereinafter collectively referred to as the "Parties", and shall be known as the "Agreement."

Article 1. SERVICES PROVIDED BY CONSULTANT

Section 1.1. The Consultant will provide professional engineering services in connection with the following "Project": A corridor study for a proposed new roadway named Veterans Parkway (CR 3642) extending from US 36 at Glenn Road to US 23 at Panhandle Road. Project is envisioned in 5 construction phases.

Section 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.

Section 1.3. Services are defined in and shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:

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Scope of Services and Price Proposal February 12, 2020.

Article 2. SUPERVISION OF SERVICES

Section 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.

Section 2.2. The Project Manager shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

Article 3. AGREEMENT AND MODIFICATIONS

Section 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.

Article 4. FEES AND REIMBURSABLE EXPENSES

Section 4.1. Compensation for Services provided under this Agreement shall be in accordance with the Scope of Services and Price Proposal noted in Section 1.3.

Section 4.2. For all services described in the Scope of Services and Price Proposal tasks, the lump sum fee shall be \$686,000.00, which amount shall not be exceeded without subsequent modification.

Section 4.3. 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.

Article 5. NOTICES

Section 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.

Project Manager:

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

Address: 50 Channing Street, Delaware, OH 43015

Telephone: (740) 833-2400

Email: Rmraz@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Brian K. Moore, P.E.

Address of Firm: 100 E. Campus View Blvd.

City, State, Zip: Columbus, OH 43235

Telephone: 614-985-9100

Email: brian.k.moore@arcadis.com

Article 6. PAYMENT

Section 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 Project Manager and on the calculated percentage of work performed to date in accordance with the Consultant’s Price Proposal.

Section 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

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request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices.

Section 6.3. The County shall pay invoices within thirty (30) days of receipt.

Article 7. NOTICE TO PROCEED, COMPLETION OF SERVICES, DELAYS AND EXTENSIONS

Section 7.1. The Consultant shall commence Services upon written Notice to Proceed (“Authorization”) by the Project Manager and shall complete the Services in a timely manner.

Section 7.2. Consultant shall not proceed with any “If Authorized” tasks without written Authorization.

Section 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.

Article 8. SUSPENSION OR TERMINATION OF AGREEMENT

Section 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.

Section 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.

Article 9. CHANGE IN SCOPE OF SERVICES

Section 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.

Article 10. OWNERSHIP

Section 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

Section 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.

Section 10.3. This section does not require unauthorized duplication of copyrighted materials.

Article 11. CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

Section 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.

Section 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.

Article 12. INDEMNIFICATION

Section 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.

Article 13. INSURANCE

Section 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.

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Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Article 14. MISCELLANEOUS TERMS AND CONDITIONS

Section 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.

Section 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.**

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

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Section 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.

Section 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.

Section 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.

Section 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 Services 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 Revised Code.

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

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

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RESOLUTION NO. 20-238

A RESOLUTION AUTHORIZING THE COUNTY TO ENTER INTO A LOAN AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION AND DELIVER A RELATED NOTE IN THE MAXIMUM PRINCIPAL AMOUNT OF \$3,382,400, FOR THE PURPOSE OF PAYING THE COSTS OF RESURFACING AFRICA ROAD AND CHESHIRE ROAD, EACH BETWEEN CERTAIN TERMINI, TOGETHER WITH ALL NECESSARY AND RELATED APPURTENANCES THERETO, AND AUTHORIZING THE EXECUTION OF ANY ADDITIONAL DOCUMENTS RELATED THERETO.:

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

WHEREAS, this Board has determined to work cooperatively with the Ohio Department of Transportation for the purpose of paying the costs of resurfacing Africa Road and Cheshire Road, each between certain termini, together with all necessary and related appurtenances thereto; and

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

Section 1. Definitions and Interpretation. In addition to the words and terms elsewhere defined in this Resolution, unless the context or use clearly indicates another or different meaning or intent:

“Act” means the Ohio Revised Code.

“Appropriated Monies” means those monies as may be appropriated by the Board from time to time in

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accordance with Section 7 for the purpose of paying the Loan Payment Amount.

“*Authorized Denominations*” means the denomination of \$0.01.

“*Board*” means the Board of County Commissioners of the County.

“*Clerk*” means the Clerk of the Board or any person serving in an interim or acting capacity with respect to that office.

“*Closing Date*” means the date of the execution and delivery of the Loan Agreement.

“*County*” means the County of Delaware, Ohio.

“*County Administrator*” means the County Administrator of the County or any person serving in an interim or acting capacity with respect to that office.

“*County Auditor*” means the County Auditor of the County or any person serving in an interim or acting capacity with respect to that office.

“*Financing Costs*” shall have the meaning given in Section 133.01 of the Ohio Revised Code.

“*Loan Agreement*” means the Loan Agreement, by and among ODOT, the County and MORPC, as it may be modified from the form on file with the Clerk and executed by President, all in accordance with Section 5.

“*Loan Payment Amount*” means the principal (as payable at stated maturity or otherwise), interest and any redemption premium required to be paid by the County with respect to the Note.

“*MORPC*” means the Mid-Ohio Regional Planning Commission.

“*MORPC MPO Revenues*” means the pledge of fund resources pursuant to the MORPC Resolution in the maximum amount of \$1,127,467 per year from the Surface Transportation Block Grant (STBG), formerly the Surface Transportation Project (STP), the Congestion Mitigation and Air Quality Improvement Program (CMAQ) and the Transportation Alternatives Program (TAP), which funds are controlled by ODOT through the MORPC Metropolitan Planning Organization (MPO) process.

“*MORPC Resolution*” means Resolution T-2-19 adopted on March 14, 2019 by the MORPC Policy Committee authorizing the pledge of the MORPC MPO Revenues.

“*Net Payment Obligation*” means for any particular Payment Date, an amount equal to the difference between (a) the Loan Payment Amount payable on that Payment Date less (b) the MORPC MPO Revenues then available or estimated to be available to pay the principal of the Note on that Payment Date.

“*Note*” means the Note described in Section 2.

“*ODOT*” means the Ohio Department of Transportation, acting through its State Infrastructure Bank.

“*Payment Date*” means any date on which the Loan Payment Amount is payable on the Note.

“*President*” means the President of the Board or any person serving in an interim or acting capacity with respect to that office.

“*Project*” means resurfacing Africa Road and Cheshire Road, each between certain termini, together with all necessary and related appurtenances thereto.

“*Prosecuting Attorney*” means the Prosecuting Attorney of the County or any person serving in an interim or acting capacity with respect to that office.

“*Staff Attorney to the Board*” means the Staff Attorney to the Board or any person serving in an interim or acting capacity with respect to that office.

“*State*” means the State of Ohio.

The captions and headings in this Resolution are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Resolution unless otherwise indicated.

Section 2. Authorized Principal Amount and Purpose; Application of Proceeds. This Board determines that it is necessary and in the best interest of the County to issue a note of this County in the maximum principal amount of \$3,382,400 (the “*Note*”) for the purpose of paying the costs of the Project. The Note shall be issued pursuant to the Act, this Resolution and the Loan Agreement.

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The aggregate principal amount of the Note to be issued shall not exceed the maximum principal amount specified in this Section 2 and shall be the aggregate amount advanced by ODOT as set forth in the Schedule of Advances attached to the Note.

The proceeds from the sale of the Note received, constructively or otherwise, by the County (or withheld by ODOT on behalf of the County) are appropriated and shall be used for the purpose for which the Note is being issued.

Section 3. Denominations; Dating; Principal and Interest Payment and Redemption Provisions. The Note shall be issued in one lot and only as a fully registered note in Authorized Denominations. The Note shall be dated as of the date of the execution and delivery of the Loan Agreement.

(a) Interest Rates and Payment Dates. The aggregate principal amount of the Note outstanding, which shall be equal to the aggregate installments of purchase price paid by ODOT for the benefit of the County from time to time pursuant to Sections 2 and 5, shall bear interest at the rate of (i) zero (0%) percent per annum from the Closing Date until, and including, the last day of the twelfth (12th) month after the Closing Date; and (ii) three percent (3%) per annum from the first day of the thirteenth (13th) month after the Closing Date, until the Note is paid; *provided, however*, to the extent that moneys are insufficient to pay the principal of or interest on the Note when due, a late charge equal to five percent (5%) of such insufficient payment shall be paid to ODOT for each month the insufficiency exists. Interest on the Note shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

(b) Principal Payment Schedule. The Note shall mature on the Payment Dates and in the principal amounts as shall be determined pursuant to the Loan Agreement.

(c) Payment of Loan Payment Amount. The Loan Payment Amount on the Note shall be payable in lawful money of the United States of America. Installments of principal and interest on the Note shall be payable by check or draft mailed to ODOT; *provided* that the final payment of all unpaid principal and interest shall be payable when due upon presentation and surrender of the Note at the office of the County Auditor.

(e) Redemption Provisions. The County may prepay all or any portion of the principal sum of the Note at any time, but if such prepayment is made during the first three years after the first disbursement of the Note, a three percent (3%) prepayment fee shall be assessed on the amount prepaid. All such prepayments shall be applied to the payment of the principal installments due on the Note in the inverse order of its maturity, and shall be accompanied by the payment of accrued interest on the amount of the prepayment to the date thereof.

The notice of prepayment of the Note shall identify (i) the redemption price to be paid and (ii) the date fixed for prepayment. The notice shall be given by the County to ODOT in accordance with the Loan Agreement. Failure to receive such notice or any defect in that notice regarding the prepayment of the Note, however, shall not affect the validity of the proceedings for the prepayment of the Note.

If moneys for the prepayment of such portion of the Note to be redeemed, together with accrued interest thereon to the prepayment date, are held by the County or an escrow trustee prior to the prepayment date, so as to be available therefor on that prepayment date and, if notice of prepayment has been provided to ODOT as aforesaid, then from and after such date of deposit with the County or an escrow trustee, such portion of the Note called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If those moneys shall not be so available on the prepayment date, or that notice shall not have been provided to ODOT as aforesaid, such portion of the Note shall continue to bear interest, until it is paid, at the same rate as it would have borne had it not been called for prepayment. All moneys held by the County or an escrow trustee for the prepayment of a portion of the Note shall be held in trust for the account of ODOT and shall be paid to it upon presentation and surrender of the Note; *provided* that any interest earned on the moneys so held by the County or the escrow trustee shall be for the account of and paid to the County to the extent not required for the payment of the portion of the Note called for prepayment.

Section 4. Execution of Note. The Note shall be signed by at least two members of this Board and the County Auditor, in the name of the County and in their official capacities. The Note shall be issued in the Authorized Denominations and shall express upon its face the purpose, in summary terms, for which it is issued and that it is issued pursuant to the Act, this Resolution and the Loan Agreement.

Section 5. Sale of the Note. The Note is hereby awarded and sold at private sale to ODOT at a purchase price of par plus accrued interest thereon, if any, upon the terms provided for herein and in the Loan Agreement. ODOT may pay the purchase price of the Note in one or more installments, such installments to be noted by ODOT on a Schedule of Advances attached to the Note.

In the name and on behalf of the County, the Loan Agreement shall be signed by at least two members of this Board and the County Auditor in substantially the form now on file with the Clerk. The Loan Agreement is approved, together with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the County and that are approved by those officers on behalf of the County, all of which shall be conclusively evidenced by the signing of the Loan Agreement or any amendments thereto.

This Board shall cause the Note to be prepared and signed and delivered, together with a true transcript of

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proceedings with reference to the issuance of the Note, to ODOT upon payment of the purchase price.

The County Commissioners, or any of them, the County Auditor, the Prosecuting Attorney, the County Treasurer, the County Administrator, the Staff Attorney to the Board, the Clerk and other County officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Resolution.

Section 6. Pledge of MORPC MPO Revenues. The County has determined that pursuant to the MORPC Resolution, and in accordance with the terms of the Loan Agreement, MORPC MPO Revenues in an amount not to exceed \$3,382,400 (\$1,127,467 per year beginning in 2023) will be applied by the ODOT Division of Finance for the benefit of the County towards the payment of the principal of the Note in accordance with and as set forth in the Loan Agreement.

Also pursuant to the MORPC Resolution and in accordance with the Loan Agreement, the ODOT Division of Finance has agreed to apply the annual amount of the MORPC MPO Revenues received from the federal government to pay the principal amount outstanding on the Note.

Section 7. Subject to Annual Appropriation Payment.

(a) The Loan Agreement will provide that (i) this Board has sole and exclusive legal authority to adopt appropriation measures on behalf of the County, (ii) this Board may in its sole discretion determine to include or exclude the Net Payment Obligation (or any portion thereof) as a line item in an annual or supplemental appropriation resolution as recommended by the County Auditor and/or County Administrator and (iii) notwithstanding the provisions of this Section 7, this Board shall be under no legal obligation to include the Net Payment Obligation (or any portion thereof) as a line item in an annual or a supplemental appropriation resolution.

(b) The County will work cooperatively with ODOT to determine no later than thirty (30) days prior to each Payment Date the amount of the Net Payment Obligation for that Payment Date. The County Auditor and/or County Administrator will include an amount equal to the Net Payment Obligation as a line item in an annual or a supplemental appropriation resolution relating to the County's annual budget for the then current fiscal year or the then next succeeding fiscal year, as the case may be, so that subject to the Board's sole discretion pursuant to Section 7(a), sufficient amounts will be available to pay that Net Payment Obligation no later than the next succeeding Payment Date.

(c) In the event this Board shall determine to appropriate monies to pay the Net Payment Obligation (or any portion thereof), the County shall within five (5) business days of such determination deliver to ODOT (i) a certified copy of the annual or supplemental appropriation resolution which shall indicate the amount of the Appropriated Monies and (ii) an excerpt of the annual or supplemental operating budget supporting that appropriation, to the extent required by ODOT. This Board, the County Auditor, the County Administrator and other officers and employees of the County shall take such actions as may be necessary or appropriate to effect the payment of such Appropriated Monies to ODOT no later than the next succeeding Payment Date.

If following the notice required by the preceding paragraph but prior to the Payment Date, ODOT receives MORPC MPO Revenues or any other monies which are lawfully available for the purpose of paying the Loan Payment Amount, then the Loan Agreement will provide that ODOT will promptly provide written notice to the County and the County will be permitted to reduce the amount of the Appropriated Monies by the amount of such additional Revenues or monies received by ODOT.

(d) In the event this Board shall determine not to appropriate monies to pay the Net Payment Obligation (or any portion thereof), the County shall within five (5) business days of such determination provide written notification to ODOT; *provided* that any such failure to appropriate the Net Payment Obligation (or any portion thereof) shall not constitute an event of default under the Loan Agreement, this Resolution or the Note.

(e) The County intends and reasonably believes that legally available funds can be obtained from time to time, and an appropriation of those funds can be made from time to time, in an amount sufficient to pay, to the extent required, any Net Payment Obligation. Further, the County, through its County Auditor and its County Administrator, intends to do all things lawfully within each such officer's power to obtain and maintain funds from which such payments can be made as and when required; *provided, however*, any payments under this Section 7 remain subject to annual appropriation by the Board.

(f) The obligations of the County under subsections (a) through (e) shall not constitute a general obligation or an indebtedness of the County within the meaning of the Constitution and laws of the State. Nothing contained in this Section 7 shall constitute a pledge by the County, or an obligation by the County, of any taxes or other monies to provide for the payments described in subsections (a) through (e).

Section 8. Financing Costs. The expenditure of the amounts necessary to pay any Financing Costs in connection with the Note, to the extent not paid by ODOT in accordance with the Loan Agreement, is authorized and approved, and the County Administrator is authorized to provide for the payment of any such amounts and costs from the proceeds of the Note to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

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Section 9. Bond Counsel. The legal services of the law firm of Squire Patton Boggs (US) LLP are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Note and rendering at delivery any related legal opinions. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this County in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county or municipal corporation or of this County, or the execution of public trusts. For those legal services, that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. The County Auditor is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Bonds, if available, and otherwise from available moneys in the General Fund.

Section 10. Satisfaction of Conditions for Note Delivery. This Board determines that all acts and conditions necessary to be done or performed by the County or to have been met precedent to and in the delivery of the Note in order for it to be a legal, valid and binding special obligation of the County have been performed and have been met, or will at the time of delivery of the Note have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Note.

Section 11. Compliance with Open Meeting Requirements. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board or any of its committees, and that all deliberations of this Board and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

Section 12. Severability. Each section of this Resolution and each subdivision of any section thereof is hereby declared to be independent, and the finding or holding of any section or subdivision of any section thereof to be invalid or void shall not be deemed nor held to affect the validity of any other section or subdivision of this Resolution.

Section 13. Effective Date. This Resolution shall be in full force and effect immediately upon its adoption.

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

**17
RESOLUTION NO. 20-239**

**IN THE MATTER OF SETTING THE DATE AND TIME FOR A PUBLIC HEARING FOR PY2018
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AMENDMENT:**

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

WHEREAS, Delaware County, by and through the Delaware County Board of Commissioners (the "Board"), is a designated sub recipient of Community Development Block Grant ("CDBG") funding; and

WHEREAS, the citizen participation requirements within the Housing and Community Development Act and applicable federal regulations require one public hearing to amend the CDBG allocation grant for new projects;

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

Section 1. The Board hereby sets the public hearing for the amendment to the CDBG allocation grant for March 23, 2020, at 1:00 p.m. in the Commissioners' Meeting Room at 101 North Sandusky St, Delaware, OH 43015 as the date, time, and place for the public hearing for the amendment.

Section 2. The Economic Development Specialist is hereby directed to cause public notice to be issued through publication in the local newspaper or via alternative options per Ohio Development Services Agency Policy Notice OCD 07-01, notifying the public of the hearing, in substantially the following form:

**NOTICE OF PUBLIC HEARING
PY2018 CDBG ALLOCATION GRANT AMENDMENT**

The Delaware County Board of Commissioners proposes to amend its PY2018 CDBG Community Development Allocation grant agreement with the Ohio Development Services Agency (ODSA) for funding under the Community Development Block Grant (CDBG) Small Cities Community Development Program, a federal program administered by the State of Ohio.

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Existing Project/Activity: Village of Ashley Street Improvements (01-01). Street improvements at two locations within village: South Grove and Williams Streets. Unexpended CDBG Grant: \$39,858.80.

Proposed Amended Project/Activity: County-wide Home/Building Repair (Sanitary Sewer Laterals/Tap-ins). Project involves installation of sanitary sewer laterals/tap-ins to existing sanitary sewer lines for approximately two (2) low-moderate-income (LMI) owner-occupied households. (LMI National Objective). CDBG Project Cost: \$39,858.80.

All terms in the original CDBG Grant Agreement between ODSA and Delaware County shall remain and no terms of the original agreement, except those set out above, will be changed by the proposed amendment.

A public hearing for the Grant Amendment will be convened on Monday, March 23, 2020, at 1:00 p.m. in the Commissioners’ Meeting Room located at 101 North Sandusky Street, Delaware, Ohio 43015, to allow citizens an opportunity to provide input on the County’s proposed grant amendment project prior to submission to ODSA.

Citizens are encouraged to attend this public hearing to express their views concerning the proposed amendment. Should any participant require auxiliary aids due to disability or non-English languages, please contact this office at least one week prior to the hearing date to ensure needs will be accommodated. Citizens wishing to submit written comments prior to the hearing may direct them to the Economic Development Specialist, Zachary Dowley, at the address given above or via email at zdowley@co.delaware.oh.us.

By Order of the Board of County Commissioners, Delaware County, Ohio
 Jeff Benton, President
 Barb Lewis
 Gary Merrell

Publish No Later Than: Friday, March 13, 2020

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

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RESOLUTION NO. 20-240

IN THE MATTER OF APPROVING AN ENGAGEMENT LETTER BETWEEN DELAWARE COUNTY AND THE AUDITOR OF STATE’S OFFICE FOR THE FY2019 AUDIT:

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

WHEREAS, the Delaware County Auditor recommends approval of an engagement letter between Delaware County and the Auditor of State’s Office for the FY2019 audit;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following engagement letter between Delaware County and the Auditor of State’s Office:

KEITH FABER
 Auditor of State
 88 East Broad Street, 5th Floor
 Columbus, Ohio 43215-3506
 (614) 466-3402 or (800) 443-9275
 CentralRegion@ohioauditor.gov

February 19, 2020

George Kaitsa, County Auditor Delaware County

This engagement letter describes the arrangement between Delaware County (the County) and the Auditor of State including the objective and scope of the services we will provide, the County's required involvement and assistance in support of our services, the related fee arrangements, and other terms and conditions designed to ensure that our professional services satisfy the County’s audit requirements.

Summary of Services

We will audit the County’s basic financial statements as of and for the year ended December 31, 2019. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. The objective of an audit is to express our opinion concerning whether the basic financial statements and related notes present fairly, in all material respects, the County’s financial position, changes in financial position, required budgetary comparisons, and cash flows (where applicable), in conformity with U.S. generally accepted accounting principles.

We expect to deliver our report on or about June 30, 2020.

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We will audit to form an opinion on the basic financial statements. We will also opine on whether supplementary information is fairly presented, in all material respects, in relation to the basic financial statements taken as a whole.

We will apply certain limited procedures to required supplementary information. However, we will not opine or provide any assurance on this information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any other assurance.

We also will read the other information included in the introductory and statistical sections of the Comprehensive Annual Financial Report (CAFR) and consider whether this information, including the manner of its presentation, is materially consistent with information appearing in the financial section. However, we will not express an opinion or any other assurance on the introductory or statistical sections of the CAFR.

Engagement Team

The engagement will be led by:

- * Stacie Scholl, Chief Auditor, and James Rader, Assistant Chief Auditor, who will be responsible for assuring the overall quality, value, and timeliness of our services to you;
- * Kimberly Blake, Senior Audit Manager, who will be responsible for managing the delivery of our services to you; and
- * Donald Graber, Audit Manager, who will be responsible for on-site administration of our services to you.

The Auditing Process

Our Responsibilities:

The Summary of Services above describes our responsibilities for the County's basic statements and other financial information.

We will conduct our audit in accordance with U.S. generally accepted auditing standards (GAAS) and the Comptroller General of the United States' standards for financial audits included in *Government Auditing Standards, the Single Audit Act Amendments of 1996, and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. Those standards require that we plan and perform the audit to reasonably assure that the financial statements are free of material misstatement.

Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatement may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We may limit certain procedures to selective testing of data. Therefore we might not detect material error and fraud if it exists. It is not cost-efficient to design procedures to detect immaterial error or immaterial fraud. Also, because of the characteristics of fraud, including attempts at concealment through collusion and forgery, a properly designed and executed audit may not detect a material fraud.

We will communicate all instances where we believe fraud may exist to you. These would include instances where we:

- Have persuasive evidence that fraud occurred.
- Determined fraud risks exist and were unable to obtain convincing evidence to determine that fraud was unlikely.

Similarly, noncompliance may have occurred. However, our audit provides no assurance that noncompliance generally will be detected and only reasonable assurance that we will detect noncompliance directly and materially affecting the determination of financial statement amounts. We will inform you regarding material error or noncompliance that come to our attention.

If we find indications of abuse, we will expand our tests to determine its financial statement effect. Government Auditing Standards defines abuse as behavior which while not necessarily a legal violation, is behavior a prudent person would deem improper or deficient. Because this determination is subjective, Government Auditing Standards does not expect auditors to provide reasonable assurance of detecting abuse.

If for any reason we are unable to complete the audit or are unable to form an opinion, we may disclaim an opinion on your financial statements. In this unlikely event, we will communicate the reason for disclaiming an opinion to you, and to those charged with governance, in writing.

Your Responsibilities and Identification of the Applicable Reporting Framework:

We will audit assuming that management and those charged with governance acknowledge and understand they are responsible for:

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1. Preparing the financial statements and other financial information, including related disclosures and selecting and applying accounting principles in accordance with accounting principles generally accepted in the United States of America. This includes compliance with Ohio Admin. Code § 117-2-01 which requires designing, implementing and maintaining internal controls relevant to preparing and fairly presenting financial statements free from material misstatement whether due to fraud or error.
2. Providing us with:
 - a. Access to all information of which management is aware that is relevant to preparing and fairly presenting the financial statements such as records, documentation, and other matters;
 - b. Written representations as part of the engagement, from management and/or attorneys, understanding separate legal fees from attorneys may result;
 - c. Additional information that we may request from management for the audit; and
 - d. Unrestricted access to persons within the County from whom we determine it necessary to obtain audit evidence.
3. Inform us of events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements.
4. Preparing supplementary information (including the Schedule of Expenditures of Federal Awards) in accordance with the applicable criteria.
 - a. Include our report on the supplementary information in any document that includes the supplementary information and that indicates that the auditor has reported on this supplementary information.
 - b. Present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the County of the supplementary information and the auditor's report thereon.
5. Reporting fraud and noncompliance of which you are aware to us.
6. Making available to the auditor draft financial statements and any accompanying other information in time to allow the auditor to complete the audit in accordance with the proposed timeline.
7. Reviewing drafts of the audited financial statements, footnotes, any supplemental information, auditor's reports and any findings; and informing us of any edits you believe may be necessary.
8. Designing and implementing programs and controls to prevent and detect fraud.

You should not rely on our audit as your primary means of detecting fraud.

Compliance with Laws and Regulations

Our Responsibilities

As part of reasonably assuring whether the financial statements are free of material misstatement, we will test the County's compliance with certain provisions of laws, regulations, contracts, and grants if noncompliance might reasonably directly and materially affect the financial statements. However, except for major federal financial assistance programs, our objective is not to opine on overall compliance with these provisions.

Your Responsibilities:

Management and those charged with governance are responsible for:

1. Being knowledgeable of, and complying with, laws, regulations, contracts, and grants applicable to the County.
2. Identifying for us other financial audits, attestation engagements, performance audits, internal audits, reports from regulators or other studies related to the County (if any), and the corrective actions taken to address these audits' significant findings and recommendations.
3. Tracking the status of prior audit findings.
4. Taking timely and appropriate steps to remedy fraud, noncompliance, violations of provisions of laws, regulations, contracts or grant agreements, or abuse we may report.
5. Providing your views and planned corrective action on audit findings we may report.

Internal Control

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Our Responsibilities:

As a part of our audit, we will obtain an understanding of your County and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses.

In assessing risk, we consider internal control relevant to the County's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of opining on the effectiveness of the County's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

Your Responsibilities:

Design, implement and maintain internal control relevant to compliance and the preparing and fairly presenting financial statements that are free from material misstatement, whether due to fraud or error. Appropriate supervisory reviews are necessary to reasonably assure that adopted policies and prescribed procedures are followed.

Your Responsibility for Service Organizations:

Service organizations are other governmental entities, organizations, or companies that provide services to you, as the user County, relevant to your internal controls over financial reporting. Service organizations process transactions reflected in your County's financial statements, and therefore fall within the scope of our audit. While service organizations are responsible for establishing and maintaining their internal control, you are responsible for being aware of the service organizations your County uses, and for establishing controls to monitor the service organization's performance. Because the complexity of service organization transaction processing can vary considerably, your monitoring activities can vary accordingly.

When transaction processing is complex and the volume of transactions is relatively high, obtaining and reviewing a service organization auditor's Independent Service Auditor's Report on Management's Description of a Service Organization's System and the Suitability of the Design and Operating Effectiveness of Controls Report (Type 2 Service Organization Control Report (SOC 1)) may be the most effective method of meeting your responsibility to monitor a service organization, and may also be the only efficient means by which we can obtain sufficient evidence regarding their internal controls. AT Section 801, Reporting on Controls at a Service Organization for service organization reports dated prior to May 1, 2017 and AT-C Section 320, Reporting on an Examination of Controls at a Service Organization Relevant to User Entities' Internal Control Over Financial Reporting for service organization reports dated on or after May 1, 2017 discuss the aforementioned report. (In some circumstances, we can accept a suitably-designed agreed-upon procedures report (AUP) in lieu of a SOC 1 report.)

You are responsible for informing our staff of the service organizations your County uses, and for monitoring these service organizations' performance.

Service organizations of which we are aware are:

- Ohio Department of Taxation, which collects and disburses the County's permissive sales tax.
- Cott System, which processes internet receipts for the Recorder's Office.
- Sedgwick Claims Management, who process the County's workers' compensation claims.

Please confirm to us that, to the best of your knowledge, the above listing is complete.

Of the service organizations above, those for which we believe the complexity of processing and volume of transactions warrant a SOC 1(or AUP) report are:

- Ohio Department of Taxation, which collects and disburses the County's permissive sales tax.

Without an acceptable SOC 1 or AUP report for the above-listed organizations, generally accepted auditing standards may require us to qualify our opinion on your County's financial statements due to an insufficiency of audit evidence regarding service organization transactions included in your County's financial statements. You are responsible for communicating the need for a SOC 1 or AUP report to these service organizations, and also for communicating the deadline for which we need the report to meet your reporting deadline.

Because the Auditor of State performs the attestation engagement for the Ohio Department of Taxation, you need not contact us regarding your deadline. However, you should read the most recent Ohio Department of Taxation report as part of your monitoring activities.

Additional Responsibilities and Reporting Under the Uniform Guidance

Our Responsibilities:

For grant funding subject to the Uniform Guidance, as the Guidance requires, we will test controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major

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federal award program. However, our tests will be less in scope than would be necessary to opine on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

Additionally, the Uniform Guidance requires that we also plan and perform the audit to reasonably assure whether the auditee has complied with applicable federal statutes, regulations, and terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could directly and materially affect each of your major programs.

In accordance with the Uniform Guidance, we will prepare the following report:

Independent Auditor's Report on Compliance with Requirements Applicable To Each Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance

Our report on compliance will include our opinion on compliance with major federal financial assistance programs and also describe instances of noncompliance with Federal requirements we detect that require reporting per the Uniform Guidance. This report will also describe any significant deficiencies and/or material weaknesses we identify relating to controls used to administer Federal award programs. However, this report will not opine on internal control used to administer Federal award programs.

We are also responsible for completing certain parts of OMB Form SF-SAC (the Data Collection Form).

Your Responsibilities:

You are responsible for identifying federal statutes, regulations and the terms and conditions relating to Federal award programs, and for complying with them. You are responsible for compiling the Schedule of Expenditures of Federal Awards and accompanying notes.

For grant funding subject to the Uniform Guidance, you are required to establish and maintain effective internal controls to reasonably assure compliance with federal statutes, regulations and terms and conditions of federal awards and controls relating to preparing the Schedule of Expenditures of Federal Awards. Additionally, you are responsible for evaluating and monitoring noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; taking prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly following up and taking corrective action on reported audit findings; and for preparing a summary of schedule of prior audit findings and a separate corrective action plan.

You are responsible for informing us of significant subrecipient relationships and contractor relationships

(previously known as vendor relationships), when the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for completing your County's Data Collection Form and assuring the reporting package (including the Data Collection Form) is filed in accordance with the electronic submission requirements.

You are responsible for providing electronic files that are unlocked, unencrypted and in an 85% text searchable PDF format for your County's single audit submission of the reporting package to the Federal Audit Clearinghouse.

Representations from Management

Your Responsibilities

Upon concluding our engagement, management and, when appropriate, those charged with governance will provide to us written representations about the audit that, among other things, will confirm, to the best of their knowledge and belief:

- Management's responsibility for preparing the financial statements in conformity with generally accepted accounting principles, and the Schedule of Expenditures of Federal Awards in accordance with the Uniform Guidance;
- The availability of original financial records and related data, the completeness and availability of all minutes of the legislative or other bodies and committee meetings;
- Management's responsibility for the County's compliance with laws and regulations;
- The identification and disclosure to the auditor of all laws, regulations, and provisions of contracts and grant agreements directly and materially affecting the determination of financial statement amounts and;
- The absence of fraud involving management or employees with significant roles in internal control.

Additionally, we will request representations, as applicable, regarding:

- The inclusion of all components, and the disclosure of all joint ventures and other related organizations;
- The proper classification of funds, net position and fund balances;
- The proper approval of reserves of fund equity;
- Compliance with laws, regulations, and provisions of contracts and grant agreements, including budget laws or ordinances; compliance with any tax or debt limits, and any debt covenants;

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- Representations relative to required supplementary information;
- The identification of all federal assistance programs, and compliance with grant requirements.
- Events occurring subsequent to the fiscal year end requiring adjustment to or disclosure in the financial statements or Schedule of Expenditures of Federal Awards.

Management is responsible for adjusting the financial statements to correct misstatements we may detect during our audit and for affirming to us in the representation letter that the effects of any uncorrected misstatements we aggregate during our engagement and pertaining to the latest period the statements present are immaterial, both individually and in the aggregate, to the opinion units. (Financial statements include the related footnotes and required and other supplemental information).

Communication

Our Responsibilities

As part of this engagement the Auditor of State will communicate certain additional matters (if applicable) to the appropriate members of management and to those charged with governance. These matters include:

- The initial selection of and changes in significant accounting policies and their application;
- The process management uses to formulate particularly sensitive accounting estimates and the basis for their conclusions regarding the reasonableness of those estimates;
- Audit adjustments, whether posted or waived;
- Any disagreements with management, whether or not satisfactorily resolved, about matters that

individually or in the aggregate could be significant to the financial statements or our opinion;

- Our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters;
- Major issues that were discussed with management related to retaining our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; and
- Serious difficulties we encountered in dealing with management during the audit.

We will present those charged with governance our Summary of Identified Misstatements (if any) at the conclusion of our audit.

Terms and Conditions Supporting Fee

As a result of our planning process, the County and the Auditor of State have agreed to an approach designed to meet the County's objectives for an agreed-upon fee, subject to the following conditions.

Our Responsibilities:

In providing our services, we will consult with the County regarding matters of accounting, financial reporting or other significant business issues. Accordingly, our fee includes estimated time necessary for this consultation. Circumstances may require the Auditor of State to confirm balances with your financial institution resulting in additional nominal charges which will not require an amendment to this agreement. However, should a matter require research, consultation or audit work beyond this estimate, the Auditor of State and the County will agree to an appropriate revision in services and fee. These revisions will also be set forth in the form of the attached Amendment to Engagement Letter.

Your Responsibilities:

The County will provide in a timely manner all financial records and related information to us, an initial list of which will be furnished to you, including timely communication of all significant accounting and financial reporting matters, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. When and if for any reason the County is unable to provide these schedules, information and assistance, the Auditor of State and the County will mutually revise the fee to reflect additional services, if any, we require to achieve these objectives. These revisions will be set forth in the form of the attached Amendment to Engagement Letter.

Confidential Information:

You should make every attempt to minimize or eliminate the transmission of personal information to the Auditor of State (AOS). All documents you provide to the AOS in connection with our services including financial records and reports, payroll records, employee rosters, health and medical records, tax records, etc. should be redacted of any personal information. Personal information includes social security numbers, date of birth, drivers' license numbers or financial institution account numbers associated with an individual. The public office should redact all personal information from electronic records before they are transmitted to the AOS. This information should be fully blacked out in all paper documents prior to sending to the AOS. If personal information cannot be redacted from any records or documents; the public office must identify these records to the AOS.

If redacting this personal information compromises the audit or the ability to prepare financial statements, the public office and the AOS will consider these exceptions on a case-by-case basis. Additionally, if redacting this information creates a hardship on the public office in terms of resources, recordkeeping or other issues, the public office and the AOS may collaborate on alternative methods of providing the public office's data to the AOS without compromising the personal information of individuals served by the public office. The AOS is

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willing to work with the public office and it is our intent to greatly reduce the amount of personal information submitted to the AOS for audit or financial statement preparation purposes. It is important that the public office review internal policies to find ways to eliminate as much personal information from financial records as possible by substituting non-personal information (i.e., change social security numbers to employee identification numbers).

Fee

Except for any changes in fees and expenses which may result from the circumstances described above, we expect our fees and expenses for our audit services will not exceed \$101,188.

Pursuant to Ohio Rev. Code Section 117.13, you may charge all of this audit's cost to the general fund or you may allocate the cost among the general fund and other eligible funds.

Reporting

We will issue a written report upon completing our audit of your financial statements. We will address our report to those charged with governance. We cannot assure you that we will issue an unmodified opinion. Circumstances may arise in which it is necessary for us to modify our opinion, add an other matters or emphasis-of-matter paragraph or withdraw from the engagement.

Upon completing our audit, we will also issue a written report in accordance with Government Auditing Standards on internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters.

Access to Our Reports and Working Papers

AU-C 905—Alert That Restricts the Use of the Auditor's Written Communication requires our reports to disclose the following:

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Required by Government Auditing Standards:

This report only describes the scope of our internal control and compliance testing and our testing results, and does not opine on the effectiveness of the County's internal control or on compliance. This report is an integral part of an audit performed under Government Auditing Standards in considering the County's internal control and compliance. Accordingly, this report is not suitable for any other purpose.

Independent Auditor's Report on Compliance with Requirements Applicable to Each Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance:

This report only describes the scope of our internal control compliance tests and the results of this testing based on Uniform Guidance requirements. Accordingly, this report is not suitable for any other purpose.

AU-C 905 requires us to include this restrictive language in our reports due to concerns that other readers may not fully understand the purpose of the report, the nature of the procedures applied in its preparation, the basis or assumptions used in its preparation, the extent to which the procedures performed are generally known or understood, and the potential for the report to be misunderstood, when taken out of the context for which it was intended.

However, under Revised Code Section 117.26, an audit report becomes a public record under Section 149.43, Revised Code, when we file copies of the report with the public officers enumerated in the Revised Code. When we file the reports, our working papers become available to the public upon request, subject to information protected for criminal investigations, by attorney-client privilege or by local, state or federal law. AU-C 905 does not affect public access to our reports or working papers.

Under generally accepted auditing standards, we must retain working papers for five years after the release date of our opinion. However, AOS policy requires we retain working papers for seven years or longer, as needed.

Peer Review Report

As required by Government Auditing Standards, we have made our most recent external quality control review report (Peer Review) publicly available, at https://www.ohioauditor.gov/publications/Peer_Opinion_2018.pdf. Audit organizations can receive a rating of pass, pass with deficiency(ies), or fail. The Auditor of State received a peer review rating of pass.

Please sign and return this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities. If you have any questions, please call Donald Graber at 614-466-3402.

Sincerely,

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KEITH FABER
Auditor of State
James Rader
Assistant Chief Auditor, Central Region

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

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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator
-Wellness screening has started today.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

- Spoke to a group of residents at Willowbrook last week.
- Attended the Township Association meeting last week.
- Delaware County EMS received the EMS Services of the Year from the State of Ohio. They are the top of the 1,225 EMS stations in the state. Dr. Panchal was named the top Education of the Year.

Commissioner Benton

- Attended the MORPC Executive Committee meeting last week. Our Engineer's office did submit a bid for the Infra grant for the 36/37 interchange. DATA and The Alpha Group were awarded grant money.
- DKMM will hold their meeting here tomorrow afternoon.
- There will not be a TID meeting this month.

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RESOLUTION NO. 20-241

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE SALE OF PROPERTY AT COMPETITIVE BIDDING; FOR PENDING OR IMMINENT LITIGATION; FOR SECURITY ARRANGEMENTS AND EMERGENCY RESPONSE PROTOCOLS:

It was moved by Mr. Merrell, seconded by Mr. Benton 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 employment; compensation of a public employee or public official; to consider the sale of property at competitive bidding; for pending or imminent litigation; for security arrangements and emergency response protocols.

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

RESOLUTION NO. 20-242

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. Benton Aye Mr. Merrell Aye Mrs. Lewis Absent

There being no further business, the meeting adjourned.

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Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners