

COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 23, 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
Barb Lewis, Commissioner

1
RESOLUTION NO. 20-618

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 20, 2020:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on July 20, 2020; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

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

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

2
RESOLUTION NO. 20-619

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0722 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0722:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0722, Procurement Card Payments in batch number PCAPR0722 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Cell Site Capital	Economic Development	21011113-5301	\$14,000.00
PR Number	Vendor Name	Line Description	Line Account Amount
R2003830	COLUMBUS STATE COLLEGE	TUITION & FEES	22311611 - 5348 \$5,500.00
R2003832	7-SIGMA INCORPORATED	SIMULATOR SYSTEMS FOR	10011303 - 5266 \$54,016.53
R2003836	ZIMMERMAN & CO INC	REMOVE & INSTALL SANITARY SEWER - FACILITIES	40111402 - 5328 \$7,200.00
R2003837	OFFICE CITY EXPRESS INC	HISTORIC COURTHOUSE FF&E	42011438 - 5410 \$404,647.76

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

3
RESOLUTION NO. 20-620

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

It was moved by Mrs. Lewis, seconded by Mr. Merrell 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:

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Permit #	Applicant	Location	Type of Work
UT20-0106	AEP	Blue Holly Drive	Directional Bore
UT20-0107	Team Fishel	Concord Road	Test digs
UT20-0108	AEP	E. Powell Road	Install, replace and remove poles
UT20-0109	Columbia Gas	Marsella Court	Install Gas Main

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

4

RESOLUTION NO. 20-621

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND MARION GOODWILL INDUSTRIES, INC. AND NORTH CENTRAL JOBS FOR OHIO’S GRADUATES FOR COMPREHENSIVE CASE MANAGEMENT EMPLOYMENT PROGRAM (CCMEP) AND WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA):

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

WHEREAS, the Director of Job & Family Services recommends approval of the following contracts with Marion Goodwill Industries, Inc., and North Central Jobs For Ohio’s Graduates for Comprehensive Case Management Employment Program (CCMEP) and Workforce Innovation and Opportunity Act (WIOA);

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contracts with Marion Goodwill Industries, Inc. and North Central Jobs For Ohio’s Graduates for Comprehensive Case Management Employment Program (CCMEP) and Workforce Innovation and Opportunity Act (WIOA):

MARION GOODWILL INDUSTRIES, INC.:

**CONTRACT for the PURCHASE OF
COMPREHENSIVE CASE MANAGEMENT EMPLOYMENT PROGRAM and
WORKFORCE INNOVATION AND OPPORTUNITY ACT
YOUTH SERVICES
BETWEEN THE DELAWARE COUNTY
BOARD OF COUNTY COMMISSIONERS
AND
MARION GOODWILL INDUSTRIES, INC.**

This Contract is entered into this 23rd day of July, 2020 by and between the Delaware County Board of County Commissioners (hereinafter, “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015 on behalf of Delaware County Department of Job and Family Services (hereinafter, “DCDJFS), whose address is 145 North Union Street, Delaware, Ohio 43015, and Marion Goodwill Industries, Inc. (hereinafter, “PROVIDER”) whose address is 340 West Fairground Street, Marion, Ohio 43302 (hereinafter singly “Party,” collectively, “Parties”).

PRELIMINARY STATEMENTS

WHEREAS, PROVIDER provides Comprehensive Case Management Employment Program (CCMEP) and Workforce Innovation and Opportunity Act (WIOA) Youth Services to citizens in Ohio; and,

WHEREAS, DCDJFS has accepted federal funds to provide CCMEP Youth Services to eligible clients using the following funding streams:

CFDA Title and Number:	CCMEP TANF 93.558
CFDA Title and Number:	WIOA Youth Program 17.259

WHEREAS, PROVIDER is willing to provide such services or contract out for services; and,

WHEREAS, PROVIDER is willing to provide those services at an agreed-upon price.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

1. PURPOSE OF CONTRACT

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The purpose of this Contract is to state the covenants and conditions under which PROVIDER, for and on behalf of DCDJFS, will provide CCMEP and WIOA Youth Services (hereinafter collectively "Services") to clients in Delaware County, Ohio. Eligibility for participation in the services shall be determined by DCDJFS. Services to be provided, the budget, and forms to be used for such Services are respectively described in detail and/or set forth in:

Appendix A, PROVIDER'S Proposal, dated April 20, 2020
Appendix B, Terms Negotiated Between PROVIDER and DCDJFS
Appendix C, Forms
Appendix D, PROVIDER'S Adjusted Budget

TERM

This Agreement shall be effective August 1, 2020 through June 30, 2021 with an option to extend the agreement for one (1) additional year through June 30, 2022. By mutual consent, DCDJFS and Provider may determine that an extension of this contract is in the best interest of all Parties. Therefore, by mutual agreement of the Parties, the contract may be extended for one additional service year. There shall be no increase in transaction costs nor a decrease in services, and all other terms of this contract remain unchanged, unless amended by a separate written amendment signed by all Parties.

Extension is contingent upon the availability of funds, the terms of the grant agreement between DCDJFS, the state of Ohio and/or the federal government, as well as satisfactory performance by the Provider, and is subject to approval by DCDJFS, with renegotiation to be initiated by DCDJFS before the expiration of the existing service period.

2. SCOPE OF SERVICES/DELIVERABLES

The Services to be provided under this Contract to DCDJFS by PROVIDER are set forth and are more fully described in:

Appendix A, PROVIDER'S Proposal, dated April 20, 2020
Appendix B, Terms Negotiated Between Provider and DCDJFS
Appendix C, Forms
Appendix D, PROVIDER'S Adjusted Budget

3. FINANCIAL AGREEMENT

A. PAYMENT PROCEDURES:

DCDJFS shall reimburse PROVIDER in accordance with the following:

To receive reimbursement, PROVIDER shall submit to DCDJFS proper monthly invoices for Services actually provided.

The PROVIDER shall provide a monthly invoice to the DCDJFS no later than 30 days past the service month. Failure to provide the invoice within the 30 days may delay payment of the invoice. If the invoice is not received by DCDJFS within the 30-day deadline, the Provider agrees to be bound by the removal rates listed below:

- 31-45 days 10% of the total invoice amount
- 46-60 days 20% of the total invoice amount
- 61+ days 30% of the total invoice amount

Any removal rate amounts applied toward an invoice in accordance with these terms shall count toward the remaining Contract balance. The final invoice must be submitted in accordance with the above terms except that the final invoice must be submitted no later than 60 days of the end of Contract period. In the event that Provider fails to submit the final invoice within 60 days, a removal rate shall apply toward the final invoice in the amount of 100% of the final invoice. Contractor agrees that said credits represent liquidated damages and are not a penalty. Contractor acknowledges and agrees that these percentages are a genuine estimate of Board's damages for late submission of invoices and are reasonable in light of the harm that will be caused by late submission, the difficulty of proving the extent of monetary loss, and the inconvenience of otherwise obtaining an adequate remedy at law.

B. MAXIMUM PAYMENT:

PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to DCDJFS, the lesser of the following: (1) The maximum amount of Fifty-Three Thousand Dollars and No Cents (\$53,000) or (2) the amount of actual expenditures made by PROVIDER for purposes of providing the Services. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of Fifty-Three Thousand Dollars and No Cents (\$53,000).

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4. AWARD INFORMATION

CFDA Title and Number: CCMEP TANF 93.558
Award Name: Temporary Assistance for Needy Families
TANF Purpose:
Name of Federal Agency: U.S. Department of Health and Human Services
Program Authorizing Legislation: Social Security Act, Title IV, Part A as amended, Personal Responsibility and Work Opportunities Reconciliation Act of 1996, Public Law 104-193, Balanced Budget Act of 1997, Public Law 105-33.

CFDA Title and Number: WIOA Youth Program 17.259
Award Name: Workforce Investment Act Youth Program
Name of Federal Agency: U.S. Department of Labor
Program Authorizing Legislation: Workforce Investment Act of 1998 (WIA), Workforce Innovation and Opportunity Act (WIOA) of 2014

Funding sources are contingent upon eligibility of the participant.

5. LIMITATION OF SOURCE OF FUNDS

PROVIDER warrants that any costs incurred pursuant to this Contract will not be allowable to or included as a cost of any other federally or state financed program in either the current or a prior period.

6. DUPLICATE BILLING/OVERPAYMENT

PROVIDER warrants that claims made to DCDJFS for payment, shall be for actual services rendered and do not duplicate claims made by PROVIDER to other sources of funding for the same services. In case of overpayments, PROVIDER agrees to repay DCDJFS the amount of overpayment.

7. INFORMATION REQUIREMENTS

PROVIDER will provide such information to DCDJFS as is necessary to meet the specific fiscal and program requirements contained in this Contract. This shall include regular reports, at intervals to be determined by the Parties, of services provided and outcomes achieved.

8. AVAILABILITY AND RETENTION OF RECORDS

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

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

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

9. INDEPENDENT FINANCIAL RECORDS

PROVIDER shall maintain independent books, records, payroll, documents, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall at all reasonable times be subject to inspection, review, and/or audit by duly authorized federal, state, local, or DCDJFS personnel.

PROVIDER shall allow access by the Ohio Department of Job and Family Services (ODJFS), the CFSA and the local WIOA area, the federal grantor agency, the comptroller general of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor

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which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

10. SERVICE DELIVERY RECORDS

PROVIDER shall maintain records of services provided under this contract. Such records shall be subject at all reasonable times to inspection, review or audit by duly authorized federal, state, local, and/or DCDJFS personnel.

11. RESPONSIBILITY OF AUDIT EXCEPTIONS

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

12. INDEPENDENT CONTRACTORS

PROVIDER shall act in performance of this Contract as an independent contractor. As an independent contractor, PROVIDER and/or its officers, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of DCDJFS and Delaware County.

PROVIDER certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained, are operative, and are current.

DCDJFS and Delaware County are public employers as defined in R.C. § 145.01(D). The Parties acknowledge and agree that PROVIDER 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. PROVIDER also agrees that, as an independent contractor, PROVIDER 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.

Because PROVIDER has been designated as an independent contractor or another classification other than public employee, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of the PROVIDER and/or any of his/her officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Contract. The PROVIDER acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed him/her of such classification and that no contributions will be made to OPERS. If the PROVIDER is an individual or has less than five (5) employees, the PROVIDER, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form ("Form"). DCDJFS shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

PROVIDER 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.

13. INDEMNIFICATION

PROVIDER shall provide indemnification as follows:

- A. To the fullest extent of the law and without limitation, PROVIDER agrees to indemnify and hold free and harmless the Delaware County, the Board, DCDJFS, and the State (collectively "Indemnified parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the parties performance of this Contract or their actions or omissions. PROVIDER agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that PROVIDER shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. PROVIDER further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that PROVIDER shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.
- B. PROVIDER shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings,

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equipment, vehicles, supplies, accessories and/or parts to the extent arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the contracted parties to this agreement.

- C. To the fullest extent of the law and without limitation, PROVIDER agrees to indemnify and hold free and harmless the Indemnified Parties from any and all actions, claims, suits, demands, judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any violation of governmental laws, regulations, any spoilage, harm, damage, injury, or loss of or upon the environment, including, but not limited to land, water, or air, or any adverse effect on the environment, including, but not limited to land, water, or air, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the contracted parties performance of this Contract or their actions or omissions. PROVIDER agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that PROVIDER shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. PROVIDER further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that PROVIDER shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees.

14. INSURANCE

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

Prior to commencement of this Contract, PROVIDER shall present to the Board and DCDJFS current certificates of insurance and shall maintain current such insurance during and throughout the entire term of this Contract. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.

Commercial General Liability Insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, including coverage for subcontractors, if any are used.

Umbrella or Excess Liability* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000 per occurrence and in the aggregate.

Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.

The Board of Delaware County Commissioners (not the Department of Job & Family Services) must be named as "Additional Insured". The Board of Delaware County Commissioners must also be named as the Certificate Holder.

*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.

Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$3,000,000 Combined Single Limit

The Board and DCDJFS must be named as "Additional Insured" on the policies listed in paragraphs above.

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

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

The insurer shall provide thirty (30) days written notice to DCDJFS before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide

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coverage as if cancellation or non-renewal did not take place.

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

During the life of the Contract, the Board or DCDJFS may require PROVIDER to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate of insurance within seven (7) calendar days of the request may be considered as default.

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

Provider's failure to maintain current insurance certificates at any time during the duration of the contract awarded pursuant to this RFP shall be deemed a breach of the contract. In the event of such breach, the County shall have the right to withhold any further payment(s) due to Provider and to terminate the contract immediately without liability for any such payment(s).

In lieu of termination, the County may, at its option, choose to withhold any further payment(s) due to the Provider until the Provider presents current certificates. In the event that the Provider fails to present current certificates to the County's satisfaction, the County may exercise its right to terminate the contract in accordance with the above paragraph.

15. CONFLICT OF INTEREST

The PROVIDER covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with the Board, the DCDJFS, or projects or programs funded by the Board or the DCDJFS, has any personal financial interest, direct or indirect, in this contract. The PROVIDER further covenants that in the performance of this Contract, no person having such conflicting interest shall knowingly be employed by the PROVIDER. Any such interest, on the part of the Contractor or its employees, when known, must be disclosed in writing to the DCDJFS.

16. PROGRAM EVALUATION AND MONITORING

Programmatic Monitoring is required by ORC 5101:2-47-23.1. Such monitoring will take place during the contract service period, utilizing a monitoring format and checklist developed by the DCDJFS. The checklist will be used to sign-off and confirm agreement on the items that are non-compliant with contract terms and deliverables. Contractor will be required to develop a plan, approved by the DCDJFS, to correct noncompliance issues within a term defined by the DCDJFS.

DCDJFS shall conduct Risk Assessment monitoring during the contract service period and annually for contracts where the service period (and its related service period extensions) exceeds 12 months.

17. RESPONSIBILITY FOR BOARD / DCDJFS PROPERTY

PROVIDER shall assume full responsibility for any damage to or loss of any DCDJFS and/or County property, including but not limited to, buildings, structures, vehicles, fixtures, furnishings, equipment, supplies, accessories and/or parts resulting in whole or part from any acts or omissions, seen or unforeseen, intentional or unintentional, known or unknown, of PROVIDER or any board members, officials, officers, employees, agents, representatives, volunteers, and/or servants of PROVIDER as related to this contract or services provided thereunder.

18. TERMINATION

A. TERMINATION FOR THE CONVENIENCE:

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

B. BREACH OR DEFAULT:

Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the aggrieved Party shall provide thirty (30) days written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, PROVIDER shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date

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of termination.

C. WAIVER:

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

D. LOSS OF FUNDING:

It is understood by PROVIDER that availability of funds for this contract and thus this contract is contingent on appropriations made by the Local, State and/or Federal governments. In the event that the Local, State and/or Federal reimbursement is no longer available to DCDJFS, PROVIDER understands that changes and/or termination of this contract will be required and necessary. Such changes and/or termination shall be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by DCDJFS.

19. SAFEGUARDING OF CLIENT

The Parties agree that the use or disclosure by any Party of any information concerning any individual eligible for services provided pursuant to this contract for any purpose not directly related with the administration of this contract is strictly prohibited except upon the written consent of DCDJFS and the individual or, if a minor, his/her responsible parent or guardian.

20. CIVIL RIGHTS

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

21. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED

PROVIDER agrees as a condition of this contract to make all services provided pursuant to this contract accessible to the disabled/handicapped. PROVIDER further agrees as a condition of this contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

22. FAIR HEARING

In accordance with state regulations, DCDJFS is charged with fulfilling responsibilities relative to appeals and/or state hearings brought or initiated by those receiving and/or participating in the services. PROVIDER, its respective officials, officers, employees, agents, representatives, volunteers, and/or servants agree to and shall be under the direction of DCDJFS relative to any such appeals and/or state hearings. Additionally, PROVIDER, its respective officials, officers, employees, agents, representatives, volunteers, and/or servants agree to assist in the informational gathering and support processes related to the appeals and/or state hearing process and participation in the state hearing and/or appeal itself.

23. DRUG-FREE WORKPLACE

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

24. CAMPAIGN FINANCE – COMPLIANCE WITH ORC § 3517.13

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar

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year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. The Contractor/PROVIDER, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the DCDJFS from entering, proceeding, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part thereof.

25. FINDINGS FOR RECOVERY

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

26. ASSURANCES AND CERTIFICATIONS

PROVIDER assures and certifies that:

It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

Appropriate standards for health and safety in work and training situations will be maintained.

It shall comply with the provisions of the Delaware County Concealed Carry Policy when providing services under this Contract.

All reports, brochures, literature and pamphlets developed through the Contract will acknowledge DCDJFS and its role as the funding source for activities and programs of PROVIDER.

It recognizes and accepts its responsibility to maintain easily accessible and auditable financial and programmatic records.

Neither it nor any other units planned for participation in the activities to be funded hereunder, are listed on the debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to Contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment.

It will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.

It agrees to comply with 42 U.S.C. Sections 1320d through 1320d-8, and implementing regulations at 45 C.F.R. Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996.

Nothing in this Contract shall be interpreted to prohibit concurrent use of multiple sources of public funds to serve participants as long as the funds from Contract supplement and do not supplant existing services. Supplanting of funds is considered material breach of this Contract, permitting DCDJFS to terminate the Contract.

All fixed assets purchased with funds provided through this Contract remain the property of the BOARD. Upon termination of the Contract, PROVIDER may be asked to return equipment and other fixed assets to Board or DCDJFS.

It agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. PROVIDER further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.

It is bound by all of the confidentiality, disclosure and safeguarding requirements of the Ohio Revised Code and the Ohio Department of Job & Family Services, including, but not limited to those stated in the Ohio Revised Code Sections 5101.26, 5101.27, 5101.272, 5101.28, 5160.45, 42 Code of Federal Regulations Sections 431.300 through 431.307 and

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Ohio Administrative Code Section 5101:1-1-03 and 5160:1-1-01.1. Disclosure of information in a manner not in accordance with all applicable federal and state laws and regulations is deemed a breach of the Contract and subject to the imposition of penalties, including, but not limited to, the penalties found in Revised Code Section 5101.99.

By signing this Contract, PROVIDER certifies that it is currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code chapter 102 and the related provisions of chapter 2921.

It will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.D. 1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any federal award will be disclosed.

It will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 SC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15, which prohibit the use under nonexempt federal contracts, grants, or lands of facilities included in the EPA List of Violating Facilities. Violations shall be reported to the State/county agency and to the US EPA Assistant Administrator for Enforcement (EN-329).

It is not listed in the non-procurement portion of the General Services Administration’s “List of Parties Excluded from Federal Procurement or Non-procurement Programs” in accordance with Executive Orders 12549 and 12689. Endorsement of this Contract certifies its exclusion status and that of its principals. PROVIDER shall immediately notify Board of any delinquent federal debt, and in the event of such delinquent debt, the Government wide commercial purchase card shall not be authorized as a method of payment under the Contract. In the event that PROVIDER is placed on the excluded party list at any time, BOARD or DCDJFS shall have the right to terminate this Contract immediately without additional payment for any services rendered. PROVIDER shall reimburse Board for any loss, costs, or expenses resulting from PROVIDER’s inclusion on the excluded parties list or PROVIDER’s delinquent federal debt.

It shall report any suspected public assistance fraud to the Fraud and Benefit Recovery Unit of the Ohio Department of Job and Family Services.

It will comply with “Rights to Inventions” clause 37 C.F.R. part 401 pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

It will comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented by DOL regulations (29 C.F.R. part 3).

It will comply with sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C 3701-3708) as supplemented by DOL regulations (29 C.F.R. part 5).

27. NOTICES

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

<p>Marion Goodwill Industries, Inc. Robert Jordan President & CEO Marion Goodwill Industries, Inc. 340 West Fairground Street Marion, Ohio 43302</p>	<p>Delaware County Job and Family Services Robert A. Anderson Director Delaware County Job and Family Services 145 N. Union St., 2nd Floor Delaware, Ohio 43015</p>
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28. PUBLICITY

In any publicity release or other public reference, including media release, information pamphlets, etc. on the services provided under this contract, it will be clearly stated that the project is partially funded by ODJFS, through the Delaware County Commissioners and DCDJFS.

29. GOVERNING LAW

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

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County, Ohio.

30. SEVERABILITY

If any item, condition, portion, or section of this contract 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 contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and be complied with.

31. ENTIRE AGREEMENT

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

32. SIGNATURES

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

33. EFFECT OF SIGNATURE

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

(Copy of appendix A, B, C, and D are available for review at the Commissioners' Office until no longer of administrative value.)

NORTH CENTRAL JOB FOR OHIO'S GRADUATES:

**CONTRACT for the PURCHASE OF
COMPREHENSIVE CASE MANAGEMENT EMPLOYMENT PROGRAM and
WORKFORCE INNOVATION AND OPPORTUNITY ACT
YOUTH SERVICES
BETWEEN THE DELAWARE COUNTY
BOARD OF COUNTY COMMISSIONERS
AND
NORTH CENTRAL JOBS FOR OHIO'S GRADUATES**

This Contract is entered into this 23rd day of July, 2020 by and between the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015 on behalf of Delaware County Department of Job and Family Services (hereinafter, "DCDJFS), whose address is 145 North Union Street, Delaware, Ohio 43015, and North Central Jobs for Ohio's Graduates (hereinafter, "PROVIDER") whose address is 890 West Fourth Street, Mansfield, Ohio 44906 (hereinafter singly "Party," collectively, "Parties").

PRELIMINARY STATEMENTS

WHEREAS, PROVIDER provides Comprehensive Case Management Employment Program (CCMEP) and Workforce Innovation and Opportunity Act (WIOA) Youth Services to citizens in Ohio; and,

WHEREAS, DCDJFS has accepted federal funds to provide CCMEP Youth Services to eligible clients using the following funding streams:

- CFDA Title and Number: CCMEP TANF 93.558
- CFDA Title and Number: WIOA Youth Program 17.259

WHEREAS, PROVIDER is willing to provide such services or contract out for services; and,

WHEREAS, PROVIDER is willing to provide those services at an agreed-upon price.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

1. PURPOSE OF CONTRACT

The purpose of this Contract is to state the covenants and conditions under which PROVIDER, for and on behalf of DCDJFS, will provide CCMEP and WIOA Youth Services (hereinafter collectively "Services")

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to clients in Delaware County, Ohio. Eligibility for participation in the services shall be determined by DCDJFS. Services to be provided, the budget, and forms to be used for such Services are respectively described in detail and/or set forth in:

- Appendix A, PROVIDER'S Proposal, dated April 20, 2020
- Appendix B, Terms Negotiated Between PROVIDER and DCDJFS
- Appendix C, Forms
- Appendix D, PROVIDER'S Adjusted Budget

TERM

This Agreement shall be effective August 1, 2020 through June 30, 2021 with an option to extend the agreement for one (1) additional year through June 30, 2022. By mutual consent, DCDJFS and Provider may determine that an extension of this contract is in the best interest of all Parties. Therefore, by mutual agreement of the Parties, the contract may be extended for one additional service year. There shall be no increase in transaction costs nor a decrease in services, and all other terms of this contract remain unchanged, unless amended by a separate written amendment signed by all Parties.

Extension is contingent upon the availability of funds, the terms of the grant agreement between DCDJFS, the state of Ohio and/or the federal government, as well as satisfactory performance by the Provider, and is subject to approval by DCDJFS, with renegotiation to be initiated by DCDJFS before the expiration of the existing service period.

2. SCOPE OF SERVICES/DELIVERABLES

The Services to be provided under this Contract to DCDJFS by PROVIDER are set forth and are more fully described in:

- Appendix A, PROVIDER'S Proposal, dated April 20, 2020
- Appendix B, Terms Negotiated Between Provider and DCDJFS
- Appendix C, Forms
- Appendix D, PROVIDER'S Adjusted Budget

3. FINANCIAL AGREEMENT

A. PAYMENT PROCEDURES:

DCDJFS shall reimburse PROVIDER in accordance with the following:

To receive reimbursement, PROVIDER shall submit to DCDJFS proper monthly invoices for Services actually provided.

The PROVIDER shall provide a monthly invoice to the DCDJFS no later than 30 days past the service month. Failure to provide the invoice within the 30 days may delay payment of the invoice. If the invoice is not received by DCDJFS within the 30-day deadline, the Provider agrees to be bound by the removal rates listed below:

- 31-45 days 10% of the total invoice amount
- 46-60 days 20% of the total invoice amount
- 61+ days 30% of the total invoice amount

Any removal rate amounts applied toward an invoice in accordance with these terms shall count toward the remaining Contract balance. The final invoice must be submitted in accordance with the above terms except that the final invoice must be submitted no later than 60 days of the end of Contract period. In the event that Provider fails to submit the final invoice within 60 days, a removal rate shall apply toward the final invoice in the amount of 100% of the final invoice. Contractor agrees that said credits represent liquidated damages and are not a penalty. Contractor acknowledges and agrees that these percentages are a genuine estimate of Board's damages for late submission of invoices and are reasonable in light of the harm that will be caused by late submission, the difficulty of proving the extent of monetary loss, and the inconvenience of otherwise obtaining an adequate remedy at law.

B. MAXIMUM PAYMENT:

PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to DCDJFS, the lesser of the following: (1) The maximum amount of Twenty-Nine Thousand Dollars and No Cents (\$29,000) or (2) the amount of actual expenditures made by PROVIDER for purposes of providing the Services. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of Twenty-Nine Thousand Dollars and No Cents (29,000).

4. AWARD INFORMATION

CFDA Title and Number: CCMEP TANF 93.558

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Award Name: Temporary Assistance for Needy Families
 TANF Purpose:
 Name of Federal Agency: U.S. Department of Health and Human Services
 Program Authorizing Legislation: Social Security Act, Title IV, Part A as amended, Personal Responsibility and Work Opportunities Reconciliation Act of 1996, Public Law 104-193, Balanced Budget Act of 1997, Public Law 105-33.

CFDA Title and Number: WIOA Youth Program 17.259
 Award Name: Workforce Investment Act Youth Program
 Name of Federal Agency: U.S. Department of Labor
 Program Authorizing Legislation: Workforce Investment Act of 1998 (WIA), Workforce Innovation and Opportunity Act (WIOA) of 2014

Funding sources are contingent upon eligibility of the participant.

5. LIMITATION OF SOURCE OF FUNDS

PROVIDER warrants that any costs incurred pursuant to this Contract will not be allowable to or included as a cost of any other federally or state financed program in either the current or a prior period.

6. DUPLICATE BILLING/OVERPAYMENT

PROVIDER warrants that claims made to DCDJFS for payment, shall be for actual services rendered and do not duplicate claims made by PROVIDER to other sources of funding for the same services. In case of overpayments, PROVIDER agrees to repay DCDJFS the amount of overpayment.

7. INFORMATION REQUIREMENTS

PROVIDER will provide such information to DCDJFS as is necessary to meet the specific fiscal and program requirements contained in this Contract. This shall include regular reports, at intervals to be determined by the Parties, of services provided and outcomes achieved.

8. AVAILABILITY AND RETENTION OF RECORDS

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

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

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

9. INDEPENDENT FINANCIAL RECORDS

PROVIDER shall maintain independent books, records, payroll, documents, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall at all reasonable times be subject to inspection, review, and/or audit by duly authorized federal, state, local, or DCDJFS personnel.

PROVIDER shall allow access by the Ohio Department of Job and Family Services (ODJFS), the CFSA and the local WIOA area, the federal grantor agency, the comptroller general of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

10. SERVICE DELIVERY RECORDS

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PROVIDER shall maintain records of services provided under this contract. Such records shall be subject at all reasonable times to inspection, review or audit by duly authorized federal, state, local, and/or DCDJFS personnel.

11. RESPONSIBILITY OF AUDIT EXCEPTIONS

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

12. INDEPENDENT CONTRACTORS

PROVIDER shall act in performance of this Contract as an independent contractor. As an independent contractor, PROVIDER and/or its officers, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of DCDJFS and Delaware County.

PROVIDER certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained, are operative, and are current.

DCDJFS and Delaware County are public employers as defined in R.C. § 145.01(D). The Parties acknowledge and agree that PROVIDER 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. PROVIDER also agrees that, as an independent contractor, PROVIDER 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.

Because PROVIDER has been designated as an independent contractor or another classification other than public employee, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of the PROVIDER and/or any of his/her officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Contract. The PROVIDER acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed him/her of such classification and that no contributions will be made to OPERS. If the PROVIDER is an individual or has less than five (5) employees, the PROVIDER, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form ("Form"). DCDJFS shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

PROVIDER 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.

13. INDEMNIFICATION

PROVIDER shall provide indemnification as follows:

- A. To the fullest extent of the law and without limitation, PROVIDER agrees to indemnify and hold free and harmless the Delaware County, the Board, DCDJFS, and the State (collectively "Indemnified parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the parties performance of this Contract or their actions or omissions. PROVIDER agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that PROVIDER shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. PROVIDER further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that PROVIDER shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.
- B. PROVIDER shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts to the extent arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the contracted parties to this agreement.
- C. To the fullest extent of the law and without limitation, PROVIDER agrees to indemnify and hold free and harmless the Indemnified Parties from any and all actions, claims, suits, demands, judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any violation of governmental laws, regulations, any spoilage, harm, damage, injury, or

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loss of or upon the environment, including, but not limited to land, water, or air, or any adverse effect on the environment, including, but not limited to land, water, or air, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the contracted parties performance of this Contract or their actions or omissions. PROVIDER agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that PROVIDER shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. PROVIDER further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that PROVIDER shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees.

14. INSURANCE

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

Prior to commencement of this Contract, PROVIDER shall present to the Board and DCDJFS current certificates of insurance and shall maintain current such insurance during and throughout the entire term of this Contract. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.

Commercial General Liability Insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, including coverage for subcontractors, if any are used.

Umbrella or Excess Liability* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000 per occurrence and in the aggregate.

Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.

The Board of Delaware County Commissioners (not the Department of Job & Family Services) must be named as "Additional Insured". The Board of Delaware County Commissioners must also be named as the Certificate Holder.

*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.

Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$3,000,000 Combined Single Limit

The Board and DCDJFS must be named as "Additional Insured" on the policies listed in paragraphs above.

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

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

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

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

During the life of the Contract, the Board or DCDJFS may require PROVIDER to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate of insurance within seven (7) calendar days of the request may be considered as default.

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

Provider's failure to maintain current insurance certificates at any time during the duration of the contract awarded pursuant to this RFP shall be deemed a breach of the contract. In the event of such breach, the County shall have the right to withhold any further payment(s) due to Provider and to terminate the contract immediately without liability for any such payment(s).

In lieu of termination, the County may, at its option, choose to withhold any further payment(s) due to the Provider until the Provider presents current certificates. In the event that the Provider fails to present current certificates to the County's satisfaction, the County may exercise its right to terminate the contract in accordance with the above paragraph.

15. CONFLICT OF INTEREST

The PROVIDER covenants that, to the best of its knowledge, no person under its employ, including

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subcontractors, who presently exercises any functions or responsibilities in connection with the Board, the DCDJFS, or projects or programs funded by the Board or the DCDJFS, has any personal financial interest, direct or indirect, in this contract. The PROVIDER further covenants that in the performance of this Contract, no person having such conflicting interest shall knowingly be employed by the PROVIDER. Any such interest, on the part of the Contractor or its employees, when known, must be disclosed in writing to the DCDJFS.

16. PROGRAM EVALUATION AND MONITORING

Programmatic Monitoring is required by ORC 5101:2-47-23.1. Such monitoring will take place during the contract service period, utilizing a monitoring format and checklist developed by the DCDJFS. The checklist will be used to sign-off and confirm agreement on the items that are non-compliant with contract terms and deliverables. Contractor will be required to develop a plan, approved by the DCDJFS, to correct noncompliance issues within a term defined by the DCDJFS.

DCDJFS shall conduct Risk Assessment monitoring during the contract service period and annually for contracts where the service period (and its related service period extensions) exceeds 12 months.

17. RESPONSIBILITY FOR BOARD / DCDJFS PROPERTY

PROVIDER shall assume full responsibility for any damage to or loss of any DCDJFS and/or County property, including but not limited to, buildings, structures, vehicles, fixtures, furnishings, equipment, supplies, accessories and/or parts resulting in whole or part from any acts or omissions, seen or unforeseen, intentional or unintentional, known or unknown, of PROVIDER or any board members, officials, officers, employees, agents, representatives, volunteers, and/or servants of PROVIDER as related to this contract or services provided thereunder.

18. TERMINATION

A. TERMINATION FOR THE CONVENIENCE:

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

B. BREACH OR DEFAULT:

Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the aggrieved Party shall provide thirty (30) days written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, PROVIDER shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. WAIVER:

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

D. LOSS OF FUNDING:

It is understood by PROVIDER that availability of funds for this contract and thus this contract is contingent on appropriations made by the Local, State and/or Federal governments. In the event that the Local, State and/or Federal reimbursement is no longer available to DCDJFS, PROVIDER understands that changes and/or termination of this contract will be required and necessary. Such changes and/or termination shall be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by DCDJFS.

19. SAFEGUARDING OF CLIENT

The Parties agree that the use or disclosure by any Party of any information concerning any individual eligible for services provided pursuant to this contract for any purpose not directly related with the

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administration of this contract is strictly prohibited except upon the written consent of DCDJFS and the individual or, if a minor, his/her responsible parent or guardian.

20. CIVIL RIGHTS

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

21. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED

PROVIDER agrees as a condition of this contract to make all services provided pursuant to this contract accessible to the disabled/handicapped. PROVIDER further agrees as a condition of this contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

22. FAIR HEARING

In accordance with state regulations, DCDJFS is charged with fulfilling responsibilities relative to appeals and/or state hearings brought or initiated by those receiving and/or participating in the services. PROVIDER, its respective officials, officers, employees, agents, representatives, volunteers, and/or servants agree to and shall be under the direction of DCDJFS relative to any such appeals and/or state hearings. Additionally, PROVIDER, its respective officials, officers, employees, agents, representatives, volunteers, and/or servants agree to assist in the informational gathering and support processes related to the appeals and/or state hearing process and participation in the state hearing and/or appeal itself.

23. DRUG-FREE WORKPLACE

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

24. CAMPAIGN FINANCE – COMPLIANCE WITH ORC § 3517.13

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

25. FINDINGS FOR RECOVERY

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

26. ASSURANCES AND CERTIFICATIONS

PROVIDER assures and certifies that:

It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

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Appropriate standards for health and safety in work and training situations will be maintained.

It shall comply with the provisions of the Delaware County Concealed Carry Policy when providing services under this Contract.

All reports, brochures, literature and pamphlets developed through the Contract will acknowledge DCDJFS and its role as the funding source for activities and programs of PROVIDER.

It recognizes and accepts its responsibility to maintain easily accessible and auditable financial and programmatic records.

Neither it nor any other units planned for participation in the activities to be funded hereunder, are listed on the debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to Contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment.

It will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.

It agrees to comply with 42 U.S.C. Sections 1320d through 1320d-8, and implementing regulations at 45 C.F.R. Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996.

Nothing in this Contract shall be interpreted to prohibit concurrent use of multiple sources of public funds to serve participants as long as the funds from Contract supplement and do not supplant existing services. Supplanting of funds is considered material breach of this Contract, permitting DCDJFS to terminate the Contract.

All fixed assets purchased with funds provided through this Contract remain the property of the BOARD. Upon termination of the Contract, PROVIDER may be asked to return equipment and other fixed assets to Board or DCDJFS.

It agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. PROVIDER further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.

It is bound by all of the confidentiality, disclosure and safeguarding requirements of the Ohio Revised Code and the Ohio Department of Job & Family Services, including, but not limited to those stated in the Ohio Revised Code Sections 5101.26, 5101.27, 5101.272, 5101.28, 5160.45, 42 Code of Federal Regulations Sections 431.300 through 431.307 and Ohio Administrative Code Section 5101:1-1-03 and 5160:1-1-01.1. Disclosure of information in a manner not in accordance with all applicable federal and state laws and regulations is deemed a breach of the Contract and subject to the imposition of penalties, including, but not limited to, the penalties found in Revised Code Section 5101.99.

By signing this Contract, PROVIDER certifies that it is currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code chapter 102 and the related provisions of chapter 2921.

It will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.D. 1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any federal award will be disclosed.

It will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 SC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15, which prohibit the use under nonexempt federal contracts, grants, or lands of facilities included in the EPA List of Violating Facilities. Violations shall be reported to the State/county agency and to the US EPA Assistant Administrator for Enforcement (EN-329).

It is not listed in the non-procurement portion of the General Services Administration's "List

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of Parties Excluded from Federal Procurement or Non-procurement Programs” in accordance with Executive Orders 12549 and 12689. Endorsement of this Contract certifies its exclusion status and that of its principals. PROVIDER shall immediately notify Board of any delinquent federal debt, and in the event of such delinquent debt, the Government wide commercial purchase card shall not be authorized as a method of payment under the Contract. In the event that PROVIDER is placed on the excluded party list at any time, BOARD or DCDJFS shall have the right to terminate this Contract immediately without additional payment for any services rendered. PROVIDER shall reimburse Board for any loss, costs, or expenses resulting from PROVIDER’s inclusion on the excluded parties list or PROVIDER’s delinquent federal debt.

It shall report any suspected public assistance fraud to the Fraud and Benefit Recovery Unit of the Ohio Department of Job and Family Services.

It will comply with “Rights to Inventions” clause 37 C.F.R. part 401 pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

It will comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented by DOL regulations (29 C.F.R. part 3).

It will comply with sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C 3701-3708) as supplemented by DOL regulations (29 C.F.R. part 5).

27. NOTICES

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

North Central Jobs for Ohio’s Graduates Delaware County Job and Family Services

Tish Jenkins Superintendent North Central Jobs for Ohio’s Graduates 890 West Fourth Street Mansfield, Ohio 44906	Robert A. Anderson Director Delaware County Job and Family Services 145 N. Union St., 2 nd Floor Delaware, Ohio 43015
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28. PUBLICITY

In any publicity release or other public reference, including media release, information pamphlets, etc. on the services provided under this contract, it will be clearly stated that the project is partially funded by ODJFS, through the Delaware County Commissioners and DCDJFS.

29. GOVERNING LAW

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

30. SEVERABILITY

If any item, condition, portion, or section of this contract 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 contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and be complied with.

31. ENTIRE AGREEMENT

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

32. SIGNATURES

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

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33. EFFECT OF SIGNATURE

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

(Copy of appendix A, B, C, and D are available for review at the Commissioners' Office until no longer of administrative value.)

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

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RESOLUTION NO. 20-622

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS AND TRANSFERS OF FUNDS FOR JOB AND FAMILY SERVICES:

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

Supplemental Appropriations

70161603-5201 FCFC General/General Supplies	\$500.00
70161603-5260 FCFC General/Inv Tool, Equip, Furniture	\$1,000.00
70161603-5320 FCFC General/Software & Comp Services	\$500.00
70161605-5348 FCFC System of Care/Client Services	\$8,000.00

Fund Transfers

From	To	
22311611-5801 Workforce Investment Act/Transfers	22411603-4601 JFS Workforce/Interfund Revenues	\$54,153.52
22511607-5801 Children Services Fund/Transfers	22411604-4601 JFS Child Protection/Interfund Revenues	\$155,169.23
22411601-5801 JFS Income Maintenance/Transfers	22511607-4601 Children Services Fund/Interfund Revenues	\$12,559.74

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

6

RESOLUTION NO. 20-623

IN THE MATTER OF APPROVING THE SUB-GRANT AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND THE GREATER OHIO WORKFORCE BOARD, INC. (AREA 7) FOR PROGRAM YEAR 2020 AND 2021 WORKFORCE DEVELOPMENT SERVICES:

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

WHEREAS, the Director of Job & Family Services recommends approval of the following Sub-Grant Agreement between the Delaware County Board of Commissioners, the Delaware County Department of Job and Family Services, and the Greater Ohio Workforce Board, Inc. (Area 7) for Program Year 2020 and 2021 Workforce Development Services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Sub-Grant Agreement between the Delaware County Board of Commissioners, the Delaware County Department of Job and Family Services, and the Greater Ohio Workforce Board, Inc. (Area 7) for Program Year 2020 and 2021 Workforce Development Services:

PROGRAM YEAR 2020 AND 2021 SUB-GRANT AGREEMENT

Greater Ohio Workforce Board, Inc. (Area 7)

And

Delaware County

THIS IS NOT AN AGREEMENT FOR RESEARCH AND DEVELOPMENT

DUNS# 71643472	Fill in for Each Subgrantee
Federal Award Date	July 1, 2020 through Agreement duration

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Total Federal Award	Based on award notification in CFIS and /or Award letters issued by ODJFS
Total Award to the Sub-Recipient	Based on award notification in CFIS and /or Award letters issued by ODJFS
Federal Awarding Agency	US DOL & US DHS
CFDA #	17.002, 17.207, 17.245, 17.258, 17.259, 17.267, 17.271, 17.277, 17.278, 17.801, 17.804, 93.558
Pass Through Entity	ODJFS
Contracting Officer	John Trott
Contact Information	P.O. Box 570 Springfield, Ohio 45505 -0570 937-525-1025

Sub-Grantee: Delaware County Contract # 2020/21-7221-1

PROGRAM YEAR 2020/2021 SUB-GRANT AGREEMENT

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

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

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

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

Fiscal Agent will track Sub-Grantee's expenditures against a ceiling set by the Area 7 Board and the Consortium. The area will operate on a cost-reimbursement system that is compliant with 2 CFR 200 .305. At the point in which Sub-Grantee reaches its ceiling for the year, Fiscal Agent will cease to disburse funds to Sub-Grantee. Conversely, if Sub-Grantee is significantly under-spent, Fiscal Agent will contact Sub-Grantee to identify the reason for the under-spending. Fiscal Agent will seek to assist Sub-Grantee with making full and efficient use of their funds. As a result, the Area 7 Board will remain informed of spending patterns and make any necessary policy recommendations, including reallocation to other subgrantees within Area 7 per Area 7 policy.

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

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

I. DUTIES OF THE AREA 7 BOARD

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

The Area 7 Board shall be responsible for:

1. Planning

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

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

2. Policy Development

Develop and maintain policies and processes for the following:

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

3. Governance and Compliance

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- A. General Board Oversight
 - a. Allocation and reallocation of funds (see also Section 4: Financial)
 - b. Complaint procedures and programmatic hearings
 - c. Oversight, management, and compilation of the local area (Area 7) MOU and dealing with MOU impasse situations
 - d. OhioMeansJobs center system structure
 - e. Selection, designation, and certification of Area 7 member counties' comprehensive and affiliate OhioMeansJobs centers
 - f. Selection of one-stop operator(s)
 - g. Development and submission of local and regional plans
 - h. Research and analysis of local and regional labor markets
 - i. Lead efforts to engage employers, establish career pathways, and promote promising practices and initiatives to meet workforce needs
 - j. Approve youth service providers and vendors
 - k. Negotiation of local performance measures
 - l. Other relevant topics required of the board under WIOA

- B. Sub-Grant Agreements
 - a. Develop format
 - b. Facilitate distribution and signing
 - c. Modify as necessary, at least every two (2) years
 - d. Maintain and ensure compliance of the parties within the agreement

- C. Board Compliance
 - a. Establish by-laws in conjunction with the Consortium
 - b. Establish policies necessary for board administration and WIOA program operation
 - c. Coordinate with the Consortium regarding the identification and nomination of members to the board to ensure membership compliance

4. Financial

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

5. Monitoring, Audits, and Audit Resolution

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

- A. Oversight and monitoring of the Adult, Dislocated Worker, and Youth programs, and the entire OhioMeansJobs center delivery system
- B. Oversight and monitoring of discretionary workforce grants awarded to Area 7 and allocated or sub granted to its member counties
- C. Area 7 Board staff shall be responsible for audit resolution in conjunction with the Fiscal Agent and Sub-Grantee.
- D. Instances of continuing noncompliance with program, fiscal, or policy requirements may result in withholding of funds from Sub-Grantee by agreement of the Board and the Consortium. Any such proposed action would be subject to redress through the dispute resolution process contained in this agreement.

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- E. Review monthly activity and monitoring reports
- F. Provide for desk reviews and oversee any necessary corrective action
- G. Perform audits and monitoring to ensure compliance with all applicable federal, state, local laws, and board policies
- H. Provide audit resolution assistance and technical assistance necessary to resolve compliance findings
- I. All property and equipment purchased with federal and state funds will be obtained , maintained, and liquidated according to the applicable federal and state laws as set forth in 2 CFR 200.33, 200.313, 200.314, and 2 CFR 200.439 as applicable.

6. OhioMeansJobs Centers

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

7. Grant Applications

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

8. Business Relations Functions

Provide business relation services, including:

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

9. Program Committee

- A. Develop and operate the WIOA Program Committee for Area 7
- B. Provide guidelines and coordination for WIOA program activities
- C. Approve WIOA Youth providers and establish guidance for that approval process

II. DUTIES OF SUB-GRANTEE

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

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

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

1. General

- A. Establish and operate a WIOA-compliant workforce development system, which provides services pursuant to WIOA to the community, as well as eligible individuals and employers .
- B. Maintain a business-driven partnership in coordination with elected officials.
- C. Develop, submit, and monitor workforce development plans as required by WIOA and by Area 7.
- D. Administer Training Accounts (including OJTs) and Support Accounts within the guidelines established by the Area 7 Board, including the posting of all training and support accounts, as well as any expenses identifiable to an individual participant , in CFIS Web WIOA Client Tracking ("CFIS Web WIOA CT") or other required data system in place at the time.
- E. Follow established procedures and policies for approving and identifying eligible training providers, including WIOA Youth program providers.
- F. Provide information for sharing best practices within Area 7.
- G. Provide services to employers and job seekers as required under WIOA, including the

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tracking of self-service and universal customers, via CFIS OMJ Module or other required data system in place at the time.

H. Report expenses paid using funds passed to Sub-Grantee by Area 7 for individual participants and non-participant ("n/a") costs in CFIS Web WIOA CT and LR, and report to Fiscal Agent through CFIS Web WIOA.

I. Cooperate in the Area 7 and ODJFS complaint and appeals process regarding eligibility for services or terms and conditions of services rendered as required under WIOA.

J. Provide programmatic services as a primary purpose, and to provide administrative services functions and activities only if contracted with for specific administration, as defined in WIOA regulations.

2. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Audits and Monitoring

A. Perform self-monitoring to ensure compliance with all applicable federal, state, local laws, and board policies.

B. Cooperate in the performance of an annual risk assessment based upon monitoring requirements established by ODJFS

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

4. Administration of the OhioMeansJobs Center

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

5. Service Providers

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

6. Fiscal

- A. Ensure grant funds are expended within the period of performance set by the grant funding stream awards and, in the alternative, participate in reallocation process of WIOA funds within Area 7.
- B. Apply indirect cost rate if negotiated or other approved cost allocation methodology to funds received in accordance with 2 CFR 200.414.
- C. Follow systems, policies, and procedures for receipt, expenditure, tracking, and reporting of WIOA funds in CFIS Web WIOA CT and LR, as well as CFIS Web WIOA.
- D. Program income shall be identified and spent only on allowable activities relating to the program under which the income was generated.
- E. Procurement shall be accomplished by Sub-Grantee in a manner consistent with federal, state, and Area 7 requirements.
- F. Provide or assist Area 7 in providing financial and program reports.
- G. Comply with cost allocation requirements.
- H. Comply with matching requirements applicable to program activities.
- I. Agree to the withholding of funds from Sub-Grantee's WIOA allocation for operation of Area 7, per agreement between the Area 7 Board and the Area 7 Chief Elected Officials Consortium.
- J. Comply with closeout requirements.
- K. Comply with all Area 7 fiscal policies and procedures.

7. Performance

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

III. GENERAL TERMS

1. Liability

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

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

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total population in Area 7, using the latest available United States Census data.

The Area 7 Board shall purchase such insurance as is available to limit and cover the liability of the Board and Consortium of elected officials and of its sub grantees . Sub grantees shall also purchase such insurance as is available to limit and cover any liability exposure they may have as a result of the award of the sub-grants.

2. Disputes

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

3. Termination

A. This Agreement may be terminated for convenience by either party upon 30 days written notice to the other party.

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

4. Certifications and Assurances

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

- A. Drug Free Workplace
- B. Federal Debarment and Suspension
- C. Lobbying Activities Restrictions
- D. Environmental Tobacco Smoke
- E. Executive Order 11246, Equal Employment Opportunity , Nondiscrimination and EEO
- F. Clean Water Act and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 - 1387)
- G. WIOA and Ohio Ethics and Conflict of Interest provisions
- H. Disaster Recovery Plans.
- I. Copeland Anti Kickback Act (18 U.S.C. 874 and 40 U.S.C. 3145 and 29 C.F.R. part 3).
- J. Davis-Bacon Act as amended (40 U.S.C. 3141 - 3148 and 29 C.F.R. part 5)
- K. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 3708 and 29 C.F.R. part 5)
- L. Rights to Inventions (37 C.F.R. 401)

This agreement becomes effective upon July 1, 2020 and shall be in effect for two (2) years, through June 30, 2022 unless otherwise amended prior to the expiration date.

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

Director Anderson introduced Jeff Sell, Protective Services Administrator

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RESOLUTION NO. 20-624

IN THE MATTER OF APPROVING A PERMIT FOR USE OF DELAWARE COUNTY FACILITIES:

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

WHEREAS, the Delaware County Commissioners passed Resolution No. 19-810 on August 19, 2019 adopting a Delaware County Facilities Permit Policy; and

WHEREAS, it is the intent of the policy to allow persons and organizations access to appropriate Delaware County facilities, grounds and meeting places; and

WHEREAS, each request will only be considered after the receipt of a completed Delaware County Facilities Permit Form; and

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WHEREAS, the August 19, 2019 policy mandates approval from the Commissioners for use of county facilities by groups of 30 participants or more that have agreed in writing to full compliance with the Permit Policy;

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED that the Delaware County Board of Commissioners hereby authorizes the use of the Delaware County Law Library on September 4, 2020, with more than thirty participants at no fee.

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

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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator

-Will be meeting with Health Commissioner Shelia Hiddleston this afternoon as requested.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

-No reports

Commissioner Merrell

-The Land Bank met yesterday. Things are progressing.

-CCAO Policy Committee met virtually yesterday.

Commissioner Benton

-The Board will be discussing how to start meeting virtually for hearings.

-The Cleveland Indians start playing Friday.

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RESOLUTION NO. 20-625

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF COLLECTIVE BARGAINING:

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of collective bargaining.

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

RESOLUTION NO. 20-626

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

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Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners