

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 12, 2020**

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**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. 20-1008**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 9, 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 November 9, 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. 20-1009**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1110 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR1110:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1110, memo transfers in batch numbers MTAPR1110 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
P2000872 (Altman Co)	Historic Court House	42011438-5410	\$7,369.39

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2004785	KOMLINE SANDERSON ENGINEERING CORP	SPARE BELTS FOR PRESS AT ALUM CREEK	66211900 - 5228	\$5,340.00
R2004796	C & C ELECTRIC MOTOR SERVICE LLC	SMALL BLOWER MOTOR FOR ALUM CREEK	66211900 - 5450	\$9,995.00

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

**3**  
**RESOLUTION NO. 20-1010**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Child Support Enforcement Agency is requesting that Sue Sours and Lisa Thompson attend a set of 12 MAPS virtual training on November 17, 2020, December 8, 2020, December 16, 2020 and three yet to be determined dates in 2021 at the cost of \$2,700 (fund number 23711630).

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

**4**  
**RESOLUTION NO. 20-1011**

**IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE VETERAN SERVICES DEPARTMENT:**



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federal regulations; and

WHEREAS, the Director of Job & Family Services recommends approval of the following contracts and amendments with Fox Run Hospital and Specialized Alternatives for Families & Youth of Ohio, Inc. (SAFY);

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contracts and amendments for child care placement:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
<p><b>Fox Run Hospital</b>  <b>67670 Traco Drive</b>  <b>Saint Clairsville, Ohio 43950</b></p> <p><b>This Agreement in effect until 06/30/21</b></p>	<p>A. Maintenance                      B. Administration                      C. Case Management                      D. Transportation                      E. Other Direct Services (e.g., special diets, clothing, insurance, respite care)                      F. Behavioral Healthcare                      G. Other costs - (any other cost the Agency has agreed to participate in)</p>

**Fox Run Hospital**

**FIRST AMENDMENT TO THE AGREEMENT  
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD  
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY  
SERVICES AND FOX RUN HOSPITAL.**

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and Fox Run Hospital (“Provider”) (“First Amendment”) is entered into this November 12, 2020.

**Whereas**, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of September 23, 2020 through June 30, 2021 (“Agreement”); and

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

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

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

**Section 1 – Supplemental Terms and Conditions**

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

- A. Article II.** This agreement shall have an initial service period of September 23, 2020 through June 30, 2021.

By mutual consent, the Agency 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 two (2) additional consecutive years in one (1) year period increments. 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 the Agency, the state of Ohio and/or the federal government, as well as satisfactory performance by the Provider, and is subject to approval by the Agency, with renegotiation to be initiated by the Agency before the expiration of the existing service period.

- B. Article V.E.** Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the twentieth (20<sup>th</sup>) day of each month. The progress report will be based on the child’s Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.

- C. Article V.F., G. and H.** Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.

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- D. **Article V.I.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child’s medication has changed.
- E. **New Article V. AA.** Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- F. **New Article V. BB.** Agency agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- G. **Article VIII. A.** There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
- H. **New Article VIII. J.** Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is [jeffrey.sell2@jfs.ohio.gov](mailto:jeffrey.sell2@jfs.ohio.gov) and Mr. Steven Sikora, Fiscal Supervisor, whose email address is [steven.sikora@jfs.ohio.gov](mailto:steven.sikora@jfs.ohio.gov). Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.
- I. **Article XII.D. Independent Contractor Acknowledgement/No Contribution to OPERS**  
Agency, Board, and Delaware County, Ohio (for purposes of this section collectively “County”) are public employers as defined in R.C. § 145.01(D). The County has classified the Provider as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of Provider and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Provider acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Provider is an individual or has less than five (5) employees, Provider, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor/Worker Acknowledgement Form (“OPERS Form”). The OPERS Form is attached to this First Amendment as Exhibit 1. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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

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**SECTION 2 – Added Terms and Conditions**

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

**Campaign Finance – Compliance with R.C. § 3517.13.** Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. The Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance with O.R.C. Section 3517.13.” Failure to complete and submit the required aforementioned certificate/affidavit with the Agreement will prohibit the Agency from entering, proceeding with, and/or performing the Agreement. Such certification is attached to this First Amendment as Exhibit 2.

**Section 3 - Miscellaneous**

**A. Exhibits to Agreement.**

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

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

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

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

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

**E. Signatures.**

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

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

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

<b>Child Placement Service</b>	<b>Per diem cost and per diem reimbursement for the following categories</b>
<b>Specialized Alternatives For Families &amp; Youth Of Ohio, Inc. (SAFY) 10100 Elida Road Delphos, Ohio 43015</b>	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
<b>This Agreement in effect until 06/30/21</b>	

**Specialized Alternatives For Families & Youth Of Ohio, Inc. (SAFY)**

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**FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD  
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY  
SERVICES AND  
SPECIALIZED ALTERNATIVES FOR FAMILIES & YOUTH OF OHIO, INC. (SAFY)**

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and SAFY (“Provider”) (“First Amendment”) is entered into this November 12, 2020.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 10/22/2020 through 06/30/2021 (“Agreement”); and

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

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

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

Section 1 – Supplemental Terms and Conditions

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

- A. Article II.** This agreement shall have an initial service period of 10/22/20 through 06/30/2021.

By mutual consent, the Agency 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 two (2) additional consecutive years in one (1) year period increments. 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 the Agency, the state of Ohio and/or the federal government, as well as satisfactory performance by the Provider, and is subject to approval by the Agency, with renegotiation to be initiated by the Agency before the expiration of the existing service period.

- B. Article V.** The COVID-19 virus represents an unprecedented challenge. Because of the nature of the virus, face-to-face contacts required in out-of-home placements carry a risk to staff, to children, and to the adults in children’s lives responsible for their care and safety. During the pandemic, Provider may accomplish placement related visits using videoconferencing or similar form of technology unless, for any reason, a child’s safety cannot be assured. Placement related visits will include medical appointments and legal hearings conducted virtually.
- C.** Provider must adhere to timeframes and document the specific circumstances that warrant the use of HIPPA compliant videoconferencing and similar technology to accomplish placement related visits. The virtual visits will count as in the home visits.
- D. Article V.E.** Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the twentieth (20<sup>th</sup>) day of each month. The progress report will be based on the child’s Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- E. Article V.F., G. and H.** Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.
- F. Article V.I.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child’s medication has changed.
- G. Article V.M.** A minimum of fourteen (14) calendar days’ notice shall be given if placement preservation is unable to be achieved.
- H. New Article V. AA.** Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- I. New Article V. BB.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.

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- J. Article VIII. A.** There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
  
- K. New Article VIII. J.** Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is [jeffrey.sell2@jfs.ohio.gov](mailto:jeffrey.sell2@jfs.ohio.gov) and Mr. Steven Sikora, Fiscal Supervisor, whose email address is [steven.sikora@jfs.ohio.gov](mailto:steven.sikora@jfs.ohio.gov). Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.
  
- L. New Article VIII. K.** Bed hold payments for youth who are absent without leave (AWOL) will be extended to five (5) days. AWOL includes trancies and escapes. Placement must be updated in SACWIS to "AWOL" status, and Provider must be willing to accept the youth back after the temporary break.
  
- M. Article XII.D. Independent Contractor Acknowledgement/No Contribution to OPERS**  
 Agency, Board, and Delaware County, Ohio (for purposes of this section collectively "County") are public employers as defined in R.C. § 145.01(D). The County has classified the Provider as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of Provider and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Provider acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Provider is an individual or has less than five (5) employees, Provider, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor/Worker Acknowledgement Form ("OPERS Form"). The OPERS Form is attached to this First Amendment as Exhibit 1. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.  
  
 If Provider has five (5) or more employees, Provider, by signature of its authorized representative below, hereby certifies such fact in lieu of completing the OPERS Form:
  

\_\_\_\_\_

Signature \_\_\_\_\_ Date

  

\_\_\_\_\_

Printed Name

  

\_\_\_\_\_

Title

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

**SECTION 2 – Added Terms and Conditions**

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



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**Campaign Finance – Compliance with R.C. § 3517.13.** Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. The Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance with O.R.C. Section 3517.13.” Failure to complete and submit the required aforementioned certificate/affidavit with the Agreement will prohibit the Agency from entering, proceeding with, and/or performing the Agreement. Such certification is attached to this First Amendment as Exhibit 2.

**Section 3 - Miscellaneous**

**A. Exhibits to Agreement.**

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

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

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

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

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

**E. Signatures.**

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

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

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

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

**7**  
**RESOLUTION NO. 20-1014**

**IN THE MATTER OF APPROVING A GRANT AGREEMENT WITH THE UNITED WAY OF DELAWARE COUNTY FOR EMERGENCY HOUSING AND FOOD ASSISTANCE:**

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) recognizes the ongoing impacts of the COVID-19 public health emergency within Delaware County; and

WHEREAS, pursuant to section 307.698 of the Revised Code, the Board may spend moneys from the general fund for housing purposes; and

WHEREAS, pursuant to section 307.85(B) of the Revised Code, the Board may participate in, give financial assistance to, and cooperate with public and nonprofit private agencies and organizations in establishing and operating programs to provide emergency food to needy persons; and

WHEREAS, the United Way of Delaware County has established programs and received funding from



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partners, both public and private, to provide housing assistance, in the form of rent/mortgage and/or utility payment assistance, and emergency food assistance to low-to-moderate income residents of Delaware County, in order to mitigate the impacts of the COVID-19 public health emergency on such residents; and

WHEREAS, the County Administrator recommends approving a grant agreement with United Way of Delaware County for the Board to participate in the programs that provide emergency housing and food assistance;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves, and authorizes the County Administrator to execute, the following Grant Agreement with the United Way of Delaware County:

**Grant Agreement**

This grant agreement (the "Agreement") is entered into as of November 12, 2020, by and between the Board of Commissioners of Delaware County, Ohio, located at 101 N. Sandusky Street, Delaware, Ohio 43015 (the "County"), and the United Way of Delaware County, located at 8999 Gemini Pkwy #100, Columbus, OH 43240 (the "UWDC") (each individually a "Party" and collectively the "Parties").

**Background**

In response to the COVID-19 pandemic, and pursuant to sections 307.698 and 307.85(B) of the Revised Code, the County desires to provide funding to the Pathways to Hope Program, to be used for housing purposes, specifically rent/mortgage and/or utility payment assistance for Low-to-Moderate Income ("LMI") residents within Delaware County, and for providing emergency food to LMI persons. The UWDC would receive one or multiple grants from the County that would be utilized by the UWDC, in conjunction with its partnering agencies, for such assistance.

**Eligibility**

The County recognizes the UWDC as an experienced and fully capable partnering entity with a proven methodology to distribute, administer, and track/report all activities related to the approval process of eligible LMI residents, as well as the granting of funds to those residents. The UWDC shall ensure that funds granted to it by the County shall be used for rent/mortgage and/or utility payment assistance to LMI residents of Delaware County.

Utilities eligible for assistance are hereby defined as: Water and Sewer, Electric, and/or Natural Gas and/or Propane, internet and/or phone/cell phone coverage. Income Limits for households to qualify as LMI eligible shall utilize the current guidelines established by HUD.

Food assistance will be coordinated with recognized partners of the Delaware County Hunger Alliance facilitated through the UWDC.

**Grant Award**

The Parties agree that an effort to provide relief to eligible Delaware County residents is of the utmost importance.

As such, the County hereby makes this grant funding award in the amount of up to \$250,000.00 to the UWDC, pursuant to the following Statement of Work. The grant award will be allocated in two payments. The first payment will be issued upon execution of this Agreement in the amount of \$125,000. The remaining \$125,000 will be initiated for payment if and when the balance of the first payment has been depleted to less than \$25,000.

**Statement of Work and Records/Reports**

1. The UWDC, and/or its partnering agencies, shall utilize the grant award for rent/mortgage and/or utility payment assistance to eligible residents of Delaware County. The UWDC is permitted to withhold 10% of the total grant award to cover administrative costs such as case management and payment processing for vendors.
2. Eligible utilities shall be defined as: Water and Sewer, Electric, and/or Natural Gas and/or Propane, Internet and Cell Phone/Phone coverage.
3. Maximum grant awards shall be \$2,000.00 per household.
4. Grant awards shall be paid directly to vendors, and in no case shall be paid directly to individuals or members of the eligible household.
5. The UWDC shall be responsible for ensuring that grant assistance is only provided to those determined to be LMI eligible.
6. The UWDC shall maintain a separate electronic file for each grant recipient, containing all information pertaining to the request for assistance, determination of eligibility, vendor payments, and any other information as required by this Agreement. Upon completion of the program, UWDC shall provide a complete copy of each file to the County via a USB drive.
7. The UWDC shall provide oversight of its own operations, as well as any of its partnering agencies, related to the administration of this grant award.
8. The UWDC shall provide a quarterly status update to the County containing at a minimum;
  - a. Funds used to date, funds anticipated to be used, and funds still available
  - b. Verification of vendor payments on behalf of recipients
  - c. Overview of how funds were used (rent, utilities, breakdown of jurisdictions served, food assistance programs)
9. The UWDC shall provide complete accounting of all activities related to this grant award within promptly upon request for such accounting by the County. Complete accounting shall include, but not be limited

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to, grant award amounts, location of grant award (locality where located), and uses of grant awards. UWDC shall assist the County with providing records as needed upon audit of the program.

- 10. The UWDC agrees that the County may, at the County's discretion, audit the UWDC for compliance with the terms and conditions of this Agreement. The UWDC further agrees to provide any books, records, or other documentation in such form and at such place as the County may request.
- 11. The UWDC agrees that all activities assisted pursuant to the terms and conditions of this Agreement shall be open to all regardless of age, sex, race, religion, disability, color, national origin, or creed. This section shall be implemented in a manner consistent with state and federal law.
- 12. The UWDC shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the extent caused by any negligent acts, errors or omissions of the UWDC, its employees, agents, contractors, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

Program Income

Program Income shall not be accumulated nor expended as part of this Agreement.

Return of Funds; Other Funds

There is no expiration date for the use of this grant award, provided the funds granted are used for the public purposes specified herein. Unauthorized use of funds shall be cause for immediate recapture by the County. The Parties recognize that the County, at its sole discretion, may increase the amount granted to the UWDC if additional funds become available and the UWDC agrees to utilize any additional funds in the same manner as contained herein.

Severability; Governing Law

The Parties agree that the invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions thereof. This Agreement shall be subject to and interpreted in accordance with the laws of the State of Ohio. Any and all disputes arising hereunder shall only be filed in and heard before the courts of Delaware County, Ohio.

IN WITNESS WHEREOF, the Parties hereby agree to the terms contained herein, and this Agreement shall be in effect as of the date last signed by the Parties.

FURTHER BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the United Way & Community purchase order request R2004705 from 10011102 - 5602 for \$250,000.00. and vouchers from 10011102 – 5602.

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

**For Consideration for other business  
November 12, 2020**

**RESOLUTION NO. 20-1015**

**IN THE MATTER OF APPROVING PRICING ATTACHMENTS TO THE CUSTOMER SUPPLY AGREEMENT WITH ENERGY HARBOR, LLC, FOR ELECTRICITY GENERATION:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approving pricing attachments to the customer supply agreement with Energy Harbor, LLC, and For Electricity Generation.

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

**8  
ADMINISTRATOR REPORTS**

Mike Frommer, County Administrator  
-No reports.

**9  
COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Merrell  
-The rededication of the Veteran's Plaza yesterday went very well.  
-CORSAs will hold a virtual board meeting tomorrow.  
-11:00 AM there will be an unveiling of the Peterson memorial plaque.

Commissioner Lewis  
-Attended the EMA board meeting on Tuesday.  
-Thank you to Marisa Stith, Jon Melvin and Brian Galligher for the work they did to make the Veteran's Day event successful.

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Commissioner Benton

- State Auditor Faber and U.S. Representative Balderson attended the Veteran’s Day event yesterday.
- Budget Hearings start today.
- MORPC will hold a meeting this afternoon.
- COYC will meet today.
- The Annual Sunbury/Big Walnut Chamber dinner will be held in person and virtually this evening.
- The Master’s golf tournament starts today.

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**RESOLUTION NO. 20-1016**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES; TO CONSIDER THE SALE OF PROPERTY AT COMPETITIVE BIDDING; FOR PENDING OR IMMINENT LITIGATION:**

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of employment of a public employee or public official; to consider the purchase of property for public purposes; to consider the sale of property at competitive bidding; for pending or imminent litigation.

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

**RESOLUTION NO. 20-1017**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

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

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

*Recessed at 10:50 AM/ Reconvene at 11:33 AM*

**RESOLUTION NO. 20-1018**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PENDING OR IMMINENT LITIGATION:**

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

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

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

Section 1. The Board hereby adjourns into executive session for pending or imminent litigation.

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

**RESOLUTION NO. 20-1019**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

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

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

There being no further business, the meeting adjourned.

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Gary Merrell

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Barb Lewis

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Jeff Benton

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Jennifer Walraven, Clerk to the Commissioners