

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 3, 2021**

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

Present:
Gary Merrell, President
Jeff Benton, Commissioner

Absent:
Barb Lewis, Vice President

10:00 A.M. Public Hearing To Consider Changing The Name Of Orbit Glen Drive, A Township Road In The Unincorporated Area Of Berkshire Township, Delaware County, Ohio

**1
RESOLUTION NO. 21-466**

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 27, 2021:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on May 27, 2021; 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 Mrs. Lewis Absent Mr. Merrell Aye Mr. Benton Aye

**2
RESOLUTION NO. 21-467**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0602:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0602 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R2103132	DELAWARE COUNTY CONVENTION AND VISITORS BUREAU	PLACE	10011102 - 5602	\$54,850.00
R2103277	SENDREX LLC	SAFETY	10011302 - 5301	\$30,000.00
R2103333	JUVENILE COURT	IV-D CONTRACT-MAGISTRATE SERVICES	23711630 - 5360	\$6,897.86
R2103362	MATHESON TRI-GAS INC	WELDER FOR FABRICATION WORK AND EQUIPMENT REPAIRS	66211900 - 5450	\$5,260.52
R2103369	INDY WALL PADDING LLC	PADDED CELL - JAIL	41711436 - 5410	\$19,278.00

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

**3
RESOLUTION NO. 21-468**

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM CRMD LLC (DBA CRMD) AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a new D5 liquor license request from CRMD, LLC (DBA CRMD), located at Lewis Center Road 7, Evans Farm

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Drive, Lewis Center, Ohio 43035; and

WHEREAS, the Delaware County Board of Commissioners has found no reason to file an objection;

NOW, THEREFORE, BE IT RESOLVED that the Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

**4
RESOLUTION NO. 21-469**

IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES, AND THE AUTOMATIC DATA PROCESSING BOARD FOR INFORMATION TECHNOLOGY SERVICES:

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

WHEREAS, the Delaware County Auditor recommends approving the Intergovernmental Cooperation Agreement with the Delaware County Automatic Data Processing Board, the Delaware County Board of Commissioners, and the Delaware County Board of Developmental Disabilities, relative to the provision of information technology services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Delaware County Commissioners approves the Intergovernmental Cooperation Agreement with the Delaware County Automatic Data Processing Board, the Delaware County Board of Commissioners, and the Delaware County Board of Developmental Disabilities, relative to the provision of information technology services:

INTERGOVERNMENTAL COOPERATION AGREEMENT

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 3rd day of June, 2021, by and between the Delaware County Automatic Data Processing Board and the Delaware County Board of Commissioners, 91 North Sandusky Street, Delaware, Ohio 43015 (collectively, the “County”), and the Board of Developmental Disabilities, 7991 Columbus Pike, Lewis Center, Ohio 43035 (the “Board”), (hereinafter referred to individually as “Party” or collectively as the “Parties”).

Section 2 – Purpose

This Agreement is authorized by sections 9.482, 307.846, and 307.15, et seq., of the Revised Code. The Board desires to enter into an agreement with the County that allows Delaware County Information Technology staff to provide Information Technology (“IT”) services to the Board, and the County is willing and able to provide such services. This Agreement shall establish the terms and conditions for the support of Board IT services.

Section 3 – Division of Responsibilities

The Board shall pay, as specified below, for IT services provided. The County, via the Delaware County Data Center Administrator, shall administer the services on behalf of the Board, supervise the work of the staff, and advise the Board regarding IT projects. By entering into this Agreement, the Board authorizes the Delaware County Automatic Data Processing Board, its Director and staff to perform any and all actions, which in his/their professional judgment, are necessary to provide the services contemplated under the terms of this Agreement.

The specific services to be provided are more fully set forth in Exhibit A, which is attached hereto and, by this reference, fully incorporated herein.

Section 4 – Compensation

The Board agrees to pay to the County a monthly fee of \$250.00 per virtual server and \$12.00 per user account. The Parties mutually acknowledge and agree that the number of virtual servers and user accounts may increase or decrease.

The Board shall also, for all time exceeding fifteen (15) minutes in length that is spent on an individual service item, reimburse the County for the costs of personnel utilized in providing the service. This will be payable at the hourly rates set forth in Exhibit B, which is attached hereto and, by this reference, fully incorporated herein. The County shall submit monthly invoices that include the monthly fee and any reimbursable hourly charges incurred for the previous month. The Board shall pay all invoices within thirty (30) days of receipt thereof.

Notwithstanding the unit prices stated in this Section, the total amount of compensation under this Agreement shall not exceed \$102,384.00 for the initial term, i.e., July 1, 2021 through June 30, 2022, unless this Agreement is amended in writing signed by both Parties.

For each subsequent renewal period, the total amount of compensation shall include but not exceed a 2-3%

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increase from the preceding years' total compensation amount. The increased rate shall be based upon the assigned County Employee's total compensation rate. The total amount of compensation anticipated for subsequent renewal periods shall be communicated in writing between the Parties prior to beginning of any renewal period.

Section 5 – Records

- 5.1 County and Board acknowledge and agree that Board data received by County in the course of providing the IT services under this Agreement is taken delivery of solely under the authority stated above and only to provide automatic or electronic data processing, data storage services, and/or other IT services to Board.
- 5.2 County and Board acknowledge and agree that this data is not a public record [as defined in R.C. Section 149.011(G)] of the County or any of its offices, agencies, etc., that County is not the keeper or person responsible for any record contained in such data or otherwise responsible for providing inspection or copies of the same, and that any records contained within the same shall at all times be considered Board records and not properly the subject of a public records request directed to the County under R.C. Section 149.43 and further limited by R.C. Section 5126.044.
- 5.3 However, to assist the Board in meeting its responsibilities:
- (a) County will maintain full access by Board to the Board's data stored in its system.
 - (b) If County receives a public records request for Board records contained in such data, it will inform the requester that the information requested is not a public record of the County and that their request will be forwarded to the Board Communications & Public Relations Coordinator as the individual responsible for Board records. County will then immediately forward the request to the Board Communications & Public Relations Coordinator and advise them as to the circumstances of the request and its receipt.
 - (c) County will provide technical assistance to the Board Communications & Public Relations Coordinator, as requested, in compiling and delivering Board data responsive to a public records request.
- 5.4 If the County should ever determine that it is legally compelled by any means (including public records request under R.C. 149.43, deposition, interrogatory, request for documents, subpoena, civil investigative demand, etc.) to disclose Board data received or stored under this Agreement, it must make reasonable efforts to provide Board with prompt notice of such legal requirement prior to disclosure so that Board may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, County will: (i) furnish only that portion of the data that it is legally required to furnish; and (ii) cooperate with Board in reviewing such material for appropriate redaction prior to disclosure.
- 5.5 Upon termination or expiration of this Agreement, County will return all Board data to Board and shall not retain copies of all or any portion of it within its system.
- 5.6 The Parties agree that each shall maintain their respective public records concerning the services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

Section 6 – Term

This Agreement shall take effect July 1, 2021 upon approval by all Parties hereto and shall continue in full force and effect until June 30, 2022, whereupon this Agreement shall then automatically renew for successive one (1) year terms, unless either Party gives written notice to the other Party, at least 60 days prior to the expiration of the then-current term, that it does not intend to renew the Agreement at the expiration of the then-current term. This Agreement may only be amended in writing with the mutual consent and agreement of the Parties.

Either County or Board may terminate the Agreement upon providing 60 days written notice to the other Party. In the case of Termination, the County shall submit a final invoice within 60 days of the Notice of Termination for work completed up to the date of termination.

Section 7 – Legal Contingencies

In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

Section 8 – Personnel

The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor. In no event shall County's employees be considered employees of the Board within the meaning or application of any federal, state or local laws or regulations and vice versa.

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Section 9 – Equipment and Facilities

Each Party to this Agreement shall be responsible for providing its own equipment and facilities. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

Section 10 – Insurance and Liability

Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

The Board acknowledges that there is a risk of disruption of service to its IT equipment and service due to damage to the fiber optic cable and other equipment or system failures beyond the control of the County. As a condition of this Agreement, the Board agrees to release the County from any liability or costs due to such disruption of service. Otherwise, the Parties acknowledge that they are political subdivisions of the State of Ohio and lack the authority to indemnify and therefore, each Party agrees to be responsible for the negligent acts of its respective employees, agents, and volunteers.

Section 11 – Miscellaneous Terms & Conditions

11.1 Entire Agreement: This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.

11.2 Governing Law and Disputes: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.

11.3 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

11.4 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

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

EXHIBIT A

Provision by County of general IT services required for Board business including but not limited to:

1. Provision of dedicated file server for Board applications and data files
2. Provision of Board email system on the existing County email server (Board will pay for licenses)
3. Provision of antivirus software (Board will pay for licenses)
4. Provision of a 400Mb shared Internet connection with the County
5. Provision of support of Extreme Network switches at each location
6. Provision of dedicated desktop support for Board users
7. The Board shall seek prior approval of the County Chief Technology Officer for any projects outside of Exhibit A, including but not limited to custom programming, prior to engaging IT staff.

EXHIBIT B

Name	Hourly Rate
Clayton, Ron	\$45.73
Hoffman, Curry	\$46.20
Lawson, Calvin	\$29.09
Maggs, Clayton	\$29.09
Massaro, Michael	\$33.19
Montgomery, Jason	\$54.59
Winters, Paul	\$29.09

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

RESOLUTION NO. 21-470

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND MARION GOODWILL INDUSTRIES, INC. FOR THE PURCHASE OF COMPREHENSIVE CASE MANAGEMENT EMPLOYMENT PROGRAM AND WORKFORCE INNOVATION AND OPPORTUNITY ACT YOUTH PROGRAM SERVICES:

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

WHEREAS, the Director of Jobs & Family Services recommends approval of the first amendment to the contract with Marion Goodwill Industries, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following first amendment to the contract with Marion Goodwill Industries, Inc., for the purchase of comprehensive case management employment program and workforce innovation and opportunity act youth program services:

**First Amendment
To Contract for the Purchase of
Comprehensive Case Management Employment Program
And Workforce Innovation and Opportunity Act
Youth Program Services
Between
Delaware County Department of Job and Family Services
and
Marion Goodwill Industries, Inc.**

This First Amendment of the Contract For The Provision of Youth Program Services is entered into this 3rd day of June, 2021 by and between Delaware County Board of County Commissioners (hereinafter “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and Marion Goodwill Industries, Inc. (hereinafter “Provider”) whose address is 340 West Fairground Street, Marion, Ohio 43302 (hereinafter collectively the “Parties.”).

WHEREAS, the Parties entered into the Contract for Youth Program Services (“Contract”) on July 23, 2020.

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

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:
 - A. The Contract shall be extended for an additional service year from July 1, 2021 through June 30, 2022.
 - B. The Contract maximum for the service period July 1, 2021 through June 30, 2022 shall be \$50,000. The adjusted budget for the service period July 1, 2021 through June 30, 2022 is detailed in Appendix I.
 - C. Provider shall invoice Agency for the service period July 1, 2021 through June 30, 2022 in accordance with the Invoice Cycles defined in Appendix II.
 - D. Provider shall use the following updated forms to administer the Work Experience Program:
 - a. Delaware County CCMEP Program, Individual Participant Training Agreement, dated 02/08/21.
 - b. Delaware County CCMEP Program, Work Site Agreement, dated 02/08/21.
2. Signatures

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

3. Conflicts

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

4. Terms of Agreement Unchanged

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

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

**6
RESOLUTION NO. 21-471**

IN THE MATTER OF APPROVING THE SECOND AMENDMENT TO THE CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND NORTH CENTRAL JOBS FOR OHIO'S GRADUATES FOR COMPREHENSIVE CASE MANAGEMENT EMPLOYMENT PROGRAM AND WORKFORCE INNOVATION AND OPPORTUNITY ACT YOUTH PROGRAM SERVICES:

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

WHEREAS, the Director of Job & Family Services recommends approval of the following second amendment with North Central Jobs for Ohio's Graduates;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the second amendment to the contract between the Delaware County Department of Job and Family Services, the Delaware County Board of Commissioners, and North Central Jobs for Ohio's Graduates for comprehensive case management employment program and workforce innovation and opportunity act youth program services:

**Second Amendment
To Contract for the Purchase of
Comprehensive Case Management Employment Program
And Workforce Innovation and Opportunity Act
Youth Program Services
Between
Delaware County Department of Job and Family Services
and
North Central Jobs for Ohio's Graduates**

This Second Amendment of the Contract For The Provision of Youth Program Services is entered into this 3rd day of June, 2021 by and between Delaware County Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and Family Services, a Title IV-E Agency, (hereinafter "Agency") whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and North Central Jobs for Ohio's Graduates (hereinafter "Provider") whose address is 890 West Fourth Street, Mansfield, Ohio 44906 (hereinafter collectively the "Parties.).

WHEREAS, the Parties entered into the Contract for Youth Program Services ("Contract") on July 23, 2020.

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

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:
 - A. The Contract shall be extended for an additional service year from July 1, 2021 through June 30, 2022.
 - B. The Contract maximum for the service period July 1, 2021 through June 30, 2022 shall be \$50,000. The adjusted budget for the service period July 1, 2021 through June 30, 2022 is detailed in Appendix I.

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2. Signatures

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

3. Conflicts

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

4. Terms of Agreement Unchanged

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

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

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RESOLUTION NO. 21-472

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

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

Supplemental Appropriations

22311611-5348	JFS Workforce Investment/Client Services	\$200,000.00
70161605-5342	FCFC System of Care/Medical and Health Related Services	\$380,000.00

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

7

RESOLUTION NO. 21-473

IN THE MATTER OF APPROVING THE SECOND AMENDMENT TO THE CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND THE DELAWARE COUNTY TRANSIT BOARD FOR THE PURCHASE OF TRANSPORTATION SERVICES:

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

WHEREAS, the Director of Job & Family Services recommends approval of the following second amendment with the Delaware County Transit Board for the purchase of transportation services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the second amendment to the contract between the Delaware County Department of Job and Family Services, the Delaware County Board of Commissioners, and the Delaware County Transit Board for the purchase of transportation services:

**Second Amendment
To
Contract for the Purchase of
Transportation Services
Between
Delaware County Board of County Commissioners
And
Delaware County Transit Board**

This Second Amendment of the Contract For The Provision of Transportation Services is entered into this 3rd day of June, 2021 by and between the Delaware County, Ohio Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Department of Job and Family Services, a Title IV-E Agency, (hereinafter "Agency") whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and Delaware County Transit Board (hereinafter "Provider") whose address is 119 Henderson Court, Delaware, Ohio 43015 (hereinafter collectively the "Parties").

WHEREAS the Parties entered into the Contract for Transportation Services on June 24, 2019.

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

NOW THEREFORE, the Parties agree as follows:

- 1. The Parties agree to amend the Contract to add the following Provisions:
 - A. The contract service period shall be extended through June 30, 2022.
 - B. Terms specified in Appendix I, titled Service Contract Standards, dated April 28, 2021, shall apply for the service period July 1, 2021 through June 30, 2022.
 - C. The contract maximum for the service period July 1, 2021 through June 30, 2022 shall be \$190,000.

2. Signatures

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

3. Conflicts

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

4. Terms of Agreement Unchanged

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

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

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RESOLUTION NO. 21-474

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS ACCEPTING AND APPROVING THE SOCIAL SERVICES BLOCK GRANT TITLE XX PLAN FOR THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES FOR FY2022 SIGNATURE AUTHORIZATION:

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

WHEREAS, the Family Services Planning Committee approved the proposed FY2022 Social Services Block Grant (SSBG) Title XX Plan; and

WHEREAS, yearly signature by the Board of County Commissioners on the SSBG Title XX Plan is required in rule 5101:2 of the Ohio Administrative Code; and

WHEREAS, the Director of Job & Family Services recommends approval of the FY2022 signature authorization by the Delaware County Board of Commissioners on the SSBG Title XX Plan;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the FY2022 signature authorization on the SSBG Title XX Plan.

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

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

10
RESOLUTION NO. 21-475

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

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

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

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

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT
G-2223-11-6918
RECITALS:**

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

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

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

DEFINITIONS:

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

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

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

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

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

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

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

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS

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SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

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

ARTICLE II. STATUTORY AUTHORITY OF ODJFS

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

- A. Provide financial assistance to the Subgrantee in accordance with this Subgrant Agreement and state and federal laws.
- B. Provide annual financial, administrative, or other incentive awards to the Subgrantee subject to ORC Section 5101.23.
- C. Monitor the Subgrantee to obtain reasonable assurance that the financial assistance provided pursuant to this Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- D. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding provided under this Subgrant Agreement.
- E. Provide technical assistance and training to assist the Subgrantee in complying with its obligations under state and federal law and this Subgrant Agreement.
- F. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to the family services duties for which these funds are awarded. Any ODJFS enforcement action against the Subgrantee will be taken in accordance with ORC Section 5101.24, unless another section provides authority for a different action. If ODJFS takes an action authorized by ORC Section 5101.24, ODJFS will provide written notice to the Board, the county auditor, and the CDJFS director. The entity against which any action is taken may request an administrative review in accordance with ORC Section 5101.24, except as provided by Section 5101.24 (E). Additionally, any further ODM enforcement action against the Subgrantee will be taken in accordance with ORC 5160.20 and 5160.37.

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

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

- A. Ensure that the funds included in this Subgrant Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions established by the Departments and state and federal laws, as well as the federal terms and conditions of the grant award.
- B. Utilize a financial management system that meets the requirements established by ODJFS and use the ODJFS designated software programs to report financial and other data according to the standards established by ODJFS. Subgrantee will provide to ODJFS all program and financial reports and updates in accordance with the timeliness schedules, formats and other requirements established by ODJFS.
- C. Promptly reimburse ODJFS the amount the Subgrantee is responsible for, pursuant to action ODJFS takes under ORC Section 5101.24 (C), of funds the department pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty.
- D. Promptly reimburse, the Departments the amounts of any cash overdrafts or excessive cash draws paid to Subgrantee by ODJFS.
- E. Take prompt corrective action if the Departments, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law to determine compliance with the conditions, requirements, and restrictions applicable to a family services duty for which this Subgrant is awarded determines compliance has not been achieved. Correct action includes, but is not limited to, paying amounts resulting from an adverse finding, sanction, or penalty.
- F. Where Subgrantee identifies reimbursements or other payments due the Departments, promptly notify ODJFS and request direction as to the manner in which such payments shall be made. Where the Departments identify reimbursements or other payments due to the Departments and ODJFS notifies Subgrantee, payment shall be made in the manner specified by the Departments.

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

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

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

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

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

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

M. Post and require all entities with which it sub-grants and contracts to post the most recent version of the AD- 475A and /or AD-4758 "And Justice for All" poster.

N. Comply with OAC 5160:1-2-01 (I) and (L) and C.F.R 435.916 by ensuring Medicaid determinations and renewals are completed timely and renewal signatures are captured and stored properly.

O. Ensure all Medicaid eligibility case documentation is entered timely into Ohio's Electronic Data Management System (EDMS).

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

A. This Subgrant Agreement will be in effect from July 1, 2021, through June 30, 2023, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.

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

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

A. The total amount of the Subgrant for State Fiscal Years (SFY) 2022 and 2023 and grant specific terms and conditions such as, but not limited to, the applicable period of performance, will be provided to Subgrantee in formal notices. The Departments will provide this funding expressly to perform the Subgrant activities described in ARTICLE I of this Subgrant Agreement. This amount will be determined by the methodology required by OAC Section 5101 :9-6. ODJFS will notify Subgrantee of revisions to subgrant amounts and terms through the issuance of supplementary notices as changes arise.

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

C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, including federal funds. If at any time the Departments' Directors determines that state or federal funds are insufficient to sustain existing or

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anticipated spending levels, said Director may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate. If the Ohio General Assembly or the external funding source fails at any time to continue funding the Departments for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.

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

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

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

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

2. Period of performance and availability of funds: Pursuant to 2 CFR 200.309, 2 CFR 200.343, 45 CFR 75.309, 2 CFR 200 and 2 CFR 400.1, Subgrantee and its subgrantee(s) may charge to the

Federal award only costs resulting from obligations incurred during the funding period specified in the notices under Article V-A, above, unless notified by ODJFS that carryover of these balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated in a timely manner in accordance with federal and state law and specifications by ODJFS, not to exceed 90 days.

3. Cost sharing or matching: Pursuant to 2 CFR 200.306, 45 CFR 75.306, 2 CFR 200 and 2 CFR 400.1, cost sharing or matching requirements applicable to the Federal program must be satisfied by allowable costs incurred or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal and state laws.

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

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

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

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

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

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

ARTICLE VI. AUDITS OF SUBGRANTEE

A. Subgrantee agrees to provide for timely audits as required by OMB 2 CFR 200. Subject to the

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

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

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

ARTICLE VII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

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

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

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

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

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listed elsewhere in this Subgrant Agreement.

- C. Subgrantee, upon receipt of a notice of suspension or termination, will do all of the following:
1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement.
 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities.
 3. Prepare and furnish a report to ODJFS, as of the date Subgrantee received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
 4. Perform any other tasks that ODJFS requires.
- D. Upon breach or default by Subgrantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, the Departments will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by the Departments of any occurrence of breach or default is not a waiver of subsequent occurrences. If one of the Departments or the Subgrantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other parties, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE VIII. NOTICES

- A. Notices to the Departments from Subgrantee that concern this award, termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the ODJFS Deputy Director of Fiscal and Monitoring Services at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215.
- B. Notices to the Subgrantee from the Departments concerning any and all matters regarding this Subgrant Agreement, including changes in the amount of funding or in the source of federal funding, will be sent to the Board and other county signatories to this Subgrant Agreement.
- C. All notices in accordance with Section A of this ARTICLE VIII will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE IX. AMENDMENT, ADDENDA, AND SUBGRANTS

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

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

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

- C. Subgrants

1. Any subgrants made by Subgrantee to another governmental entity, university, hospital, other nonprofit, or commercial organization will be made in accordance with 2 CFR 200, 2 CFR 200.201, 45 CFR 75.352 and 2 CFR 400.1 and will impose the requirements of 45 CFR 75 and 2 CFR 400, as applicable, as well as federal and state law. Any award of a subgrant to another entity shall be made by means of a county subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of ORC Section 5101.21.
2. Debarment and Suspension: As provided in 2 CFR 200, 2 CFR 200.205, 45 CFR 75.212 and 2 CFR 400.1, Subgrantee, its principals, and its subgrantee(s) must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs. Prior to making any such award or

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permitting any such award, Subgrantee must confirm that the party to which the award is proposed to be made is not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

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

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

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

ARTICLE X. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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RESOLUTION NO. 21-476

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

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

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

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

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

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES SUBGRANT AGREEMENT

G-2223-11-6919

RECITALS:

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

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

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

DEFINITIONS:

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

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5101.21(A) (1).

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

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

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

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

ARTICLE II. STATUTORY AUTHORITY OF ODJFS

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

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

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

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

- A. Ensure that the funds included in this Subgrant Agreement are used, and the family services duties for which the grants are awarded are performed in accordance with conditions, requirements and restrictions established by the Departments and state and federal laws, as well as the federal terms and conditions of the grant award.
- B. Utilize a financial management system that meets the requirements established by ODJFS and use the ODJFS designated software programs to report financial and other data according to the standards established by ODJFS. Subgrantee will provide to ODJFS all program and financial reports and updates in accordance with the timeliness schedules, formats and other requirements established by ODJFS.
- C. Promptly reimburse ODJFS the amount the Subgrantee is responsible for, pursuant to action ODJFS takes under ORC Section 5101.24 (C), of funds the department pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty.
- D. Promptly reimburse the Departments the amounts of any cash overdrafts or excessive cash draws paid to Subgrantee by ODJFS.
- E. Take prompt corrective action if the Departments, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law to determine compliance with the conditions, requirements, and restrictions applicable to a family services duty for which this Subgrant is awarded determines compliance has not been achieved. Correct action includes, but is not limited to, paying

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amounts resulting from an adverse finding, sanction, or penalty.

- F. Where Subgrantee identifies reimbursements or other payments due the Departments, promptly notify ODJFS and request direction as to the manner in which such payments shall be made. Where the Departments identifies reimbursements or other payments due to the Departments and ODJFS notifies Subgrantee, payment shall be made in the manner specified by the Departments.
- G. Make records available to the Departments, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.
- H. Provide and ensure the existence and availability of local non-federal funds for the purpose of matching any federal funding for allowable operating expenses incurred by Subgrantee. Subgrantee must also ensure that any matching funds, regardless of their source, that Subgrantee manages are clearly identified and used in accordance with federal and state laws and the requirements of this Subgrant Agreement.
- I. Maintain documentation of all subgrant related activity in accordance with the requirements of OAC Section 5101:9-9-21, 5101:9-9-21.1 and 5101:9-9-29.
- J. Comply with all requirements of state and federal laws which are required by OAC Section 5101:9-4-04 to be included in a county written code of standards of conduct and with all additional requirements and prohibitions specified in that administrative rule.
- K. Comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C § 12131 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines , 28 CFR 50.3 and 42; and Department of Agriculture, Food and Nutrition Services (FNS) directives and guidelines to the effect that, no person shall on the grounds of race, color, national origin, sex, age, disability or political beliefs or association, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS.
- L. Immediately take measures to incorporate paragraph K above, into existing agreements and contracts and shall incorporate the above language in all future agreements and contracts with other entities. Subgrantee shall require all entities with which it sub-grants and contracts with to incorporate Sections K and A, above, in all its existing agreements and contracts that are funded in whole or in part with funds from the U.S. Department of Agriculture or Health and Human Services, and shall further require those entities to incorporate the language in all future agreements and contracts with other entities.
- M. Post and require all entities with which it sub-grants and contracts to post the most recent version of the AD- 475A and/or AD-475B "And Justice for All" poster.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from July 1, 2021, through June 30, 2023, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.
- B. In addition to Article IV-A above, it is expressly understood by the Departments and Subgrantee that this Subgrant Agreement will not be valid and enforceable until, pursuant to ORC Section 126.07, the State of Ohio Director of the Office of Budget and Management first certifies there is a balance in the appropriation not already allocated to pay current obligations.

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

- A. The total amount of the Subgrant for State Fiscal Years (SFY) 2022 and 2023 and grant specific terms and conditions such as, but not limited to, the applicable period of performance, will be provided to Subgrantee in formal notices. The Departments will provide this funding expressly to perform the Subgrant activities described in ARTICLE I of this Subgrant Agreement. This amount will be determined by the methodology required by OAC Section 5101:9-6. ODJFS will notify Subgrantee of revisions to subgrant amounts and terms through the issuance of supplementary notices as changes arise.
- B. Subgrantee will limit cash draws to the minimum amount needed for actual, immediate requirements in accordance with the Cash Management Improvement Act, 31 CFR 205, 45 CFR 75, 2 CFR 400 and ODJFS requirements including Chapter 7 of the Fiscal Administrative Procedures Manual.

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Subgrantee agrees that amounts submitted as the basis for claims for reimbursement will not exceed the amount of actual cash expenditures for lawfully appropriate purposes under the terms of the subaward in question.

- C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, including federal funds. If at any time the Departments' Director determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, said Director may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate. If the Ohio General Assembly or the external funding source fails at any time to continue funding the Departments for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
- D. In all circumstances under which budgetary information is maintained or is required to be maintained for a grant, Subgrantee must be able to reconcile budgetary expenditures to actual costs when required by the Departments.
- E. As a subrecipient of federal funds, Subgrantee hereby specifically acknowledges its obligations relative to all federal funds provided under this Subgrant Agreement pursuant to OMB 2 CFR 200, 2 CFR 300, 2 CFR 400, as well as 45 CFR 75, 45 CFR 95, and 45 CFR 96, including but not limited to, the following federal rules:
1. Standards for financial management systems: Subgrantee and its subgrantee(s) will comply with the requirements of 2 CFR 200 (D) and (E), 45 CFR 75.302, 2 CFR 200 and 2 CFR 400.1, including, but not limited to:
 - a. Fiscal and accounting procedures.
 - b. Accounting records.
 - c. Internal control over cash, real and personal property, and other assets.
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts.
 - e. Source documentation; and
 - f. Cash management.
 2. Period of performance and availability of funds: Pursuant to 2 CFR 200.309, 2 CFR 200.343, 45 CFR 75.309, 2 CFR 200 and 2 CFR 400.1, Subgrantee and its subgrantee(s) may charge to the Federal award only costs resulting from obligations incurred during the funding period specified in the notices under Article V-A, above, unless notified by ODJFS that carryover of these balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated in a timely manner in accordance with federal and state law and specifications by ODJFS, not to exceed 90 days.
 3. Cost sharing or matching: Pursuant to 2 CFR 200.306, 45 CFR 75.306, 2 CFR 200 and 2 CFR 400.1, cost sharing or matching requirements applicable to the Federal program must be satisfied by allowable costs incurred or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal and state laws.

For Federal programs in which state funds are made available to use as matching funds, the Subgrantee is required to use, in addition to the amounts required under ORC Section 5101.16, additional local funds for matching funds in the event that the state funding allocated for that purpose is exhausted.
 4. Program income: Program income must be used as specified in 2 CFR 200.307, 45 CFR 75.307, 2 CFR 200 and 2 CFR 400.1.
 5. Real property: If Subgrantee is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 200.311, 45 CFR 75.318, 2 CFR 200 and 2 CFR 400.1.
 6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 2 CFR 200.313, 45 CFR 75.320, 2 CFR 200 and 2 CFR 400.1.

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

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

ARTICLE VI. AUDITS OF SUBGRANTEE

- A. Subgrantee agrees to provide for timely audits as required by OMB 2 CFR 200. Subject to the threshold requirements of 45 CFR 75.501, 2 CFR 400.1, and 2 CFR 200.501, Subgrantee must ensure that the county of which they are a part has an audit with a scope as provided in 2 CFR 200.514 that covers funds received under this Subgrant Agreement. Costs of such audits are allowable as provided in 2 CFR 200.425. Subgrantee must send one (1) copy of the final audit report to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section, at 30 East Broad Street, 37nd Floor, Columbus, Ohio 43215, within two (2) weeks of the Subgrantee's receipt of any such audit report.
- B. Subgrantee has additional responsibilities as an auditee under 45 CFR 75.508, et seq., and OMB Omni- Circular, 2 CFR 200.508, et seq., that include, but are not limited to:
1. Proper identification of federal awards received.
 2. Maintenance of required internal controls.
 3. Compliance with all state and federal laws, and regulations, and with all provisions of contracts, grant agreements, or subgrant agreements that pertain to each of its federal programs.
 4. Procuring or otherwise arranging for the audit required by this Article in accordance with 2 CFR 200.509, and ensuring it is properly performed and submitted when due in accordance with 2 CFR 200.512.
 5. Preparation of appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510.
 6. Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR 200.511; and
 7. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this Article. Subgrantee must take prompt action to correct problems identified in an audit.

ARTICLE VII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Departments' Director and the Board, and the termination agreement is adopted by resolution of the Board. An agreement to terminate is effective on the later of the date stated in the agreement to terminate, the date it is signed by all parties, or the date the termination agreement is adopted by resolution of the Board.
 2. Any of the parties may terminate after giving ninety (90) days written notice of termination to the other parties by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.
 3. Either of the Departments may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by a federal administrative agency, or illegal conduct affecting the operation of the Subgrant Agreement. In the event of such a termination, the Departments will send a notice to the Board and other county signatories to this Subgrant Agreement, specifying the reason for the termination and the effective date of the termination.
- B. Pursuant to ORC Section 5101.24, 45 CFR 75.371, 2 CFR 200 and 2 CFR 400.1, the Departments

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may take any or all of the following actions if Subgrantee, or any of its subgrantee(s): materially fails to comply with any term of an award, state and federal laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule.

1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action.
 2. Disallow all or part of the cost of the Subgrant activity or action not in compliance.
 3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s)' Subgrant activity.
 4. Withhold further awards for the Subgrant activity; or
 5. Take any other remedies that may be legally available, including the additional remedies listed elsewhere in this Subgrant Agreement.
- C. Subgrantee, upon receipt of a notice of suspension or termination, will do all of the following:
1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement.
 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities.
 3. Prepare and furnish a report to ODJFS, as of the date Subgrantee received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
 4. Perform any other tasks that ODJFS requires.
- D. Upon breach or default by Subgrantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, the Departments will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by the Departments of any occurrence of breach or default is not a waiver of subsequent occurrences. If one of the Departments or the Subgrantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other parties, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE VIII. NOTICES

- A. Notices to the Departments from Subgrantee that concern this award, termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the ODJFS Deputy Director of Fiscal and Monitoring Services at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215.
- B. Notices to the Subgrantee from the Departments concerning any and all matters regarding this Subgrant Agreement, including changes in the amount of funding or in the source of federal funding, will be sent to the Board and other county signatories to this Subgrant Agreement.
- C. All notices in accordance with Section A of this ARTICLE VIII will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE IX. AMENDMENT, ADDENDA, AND SUBGRANTS

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

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

- B. Addenda: ODJFS will provide information concerning changes to the requirements of this Subgrant Agreement in addenda thereto. Any addenda to this Subgrant Agreement will not need to be signed.

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Any draw of the funds following the receipt of an addendum will constitute acceptance of changes specified therein.

C. Subgrants

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

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

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

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

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

ARTICLE X. MISCELLANEOUS PROVISIONS

- A. Limitation of Liability: To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall any party be liable for any indirect or consequential damages, even if the Departments or Subgrantee knew or should have known of the possibility of such damages.
- B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.
- C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by the Departments to the Board, to any county signer required by ORC Section 5101.21 (B), or to any county family services agency that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, the Departments, or any of the officers or employees of the State of Ohio or the Departments.
- D. Subgrantee agrees that no agency, employment, joint venture, or partnership has been or will be created between ODM and Subgrantee. Subgrantee further agrees that, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Agreement. Subgrantee agrees that it is for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.
- E. Risk Assessment. In accordance with 2 CFR 200.331 and 2 CFR 200.207, the Departments as a pass-

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through entity evaluate Subgrantee's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. If deemed required, Subgrantee agrees to comply with specific conditions and monitoring requirements posed by the Departments to ensure proper accountability and compliance with program requirements and achievement of performance goals.

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

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

12
RESOLUTION NO. 21-477

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

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

WHEREAS, the Delaware County Commissioners passed Resolution No. 21-449 on May 24, 2021, adopting a Delaware County Facilities Permit Policy (the "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

WHEREAS, the 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 Policy;

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED that the Delaware County Board of Commissioners hereby authorizes the use of the Meeting Room of the Frank B. Willis Building, located at 2079 U.S. Route 23 North, Delaware, Ohio 43015 by the Ohio Association of Municipal and County Court Clerks on June 22, 2021 from 9:00 AM- 3:00 PM.

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

13
RESOLUTION NO. 21-478

IN THE MATTER OF APPROVING THE SAFETY AND HEALTH CONSULTING AGREEMENT BETWEEN SENDREX LLC AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS:

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

WHEREAS, the Deputy County Administrator recommends approving the Safety and Health Consulting Agreement between SENDREX LLC and the Delaware County Board of Commissioners;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Safety and Health Consulting Agreement between SENDREX LLC and the Delaware County Board of Commissioners, as follows:

Safety and Health Consulting Agreement

This Safety and Health Consulting Agreement (this "Agreement") is entered into as of June 3, 2021 between, SENDREX LLC ("Consultant") and Delaware County Board of Commissioners ("Client").

Client requires the services of Consultant for the purpose of assisting with the evaluation, assessment, and training of Client's Safety program and to act as a consultant for various safety and health issues, as further described below. In consideration of the agreements and covenants hereinafter set forth, the parties agree as follows:

- 1. **Consultant's Responsibilities; Performance of the Services.** Consultant shall provide services and advice relating to safety and health (the "Services") as set forth on Schedule A hereto, which is hereby incorporated into and made part of this Agreement. In the event of a conflict between the terms of the Agreement and Schedule A, the terms of this Agreement shall prevail. Client acknowledges and agrees that this Agreement, including Schedule A, sets forth the sole duties, tasks and obligations of Consultant and that Client shall be solely responsible for performing all other duties, tasks and obligations that are not specifically identified in this Agreement as Consultant's responsibility including, without limitation, the duties, tasks, and

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obligations set forth in Section 2 below.

2. Client's Responsibilities. As a condition to Consultant's performance of the Services, Client shall (a) provide sufficient qualified personnel who are capable of performing Client's duties, tasks and obligations under this Agreement; (b) provide Consultant with access to Client's facility during Client's normal business hours and otherwise as reasonably requested by Consultant in order to facilitate Consultant's ability to timely perform the Services; and (c) perform such other duties and tasks as set forth on Schedule A. Client acknowledges and agrees that its failure to perform or to timely perform any of its duties or obligations under this Agreement may affect the timing and cost of Services to be provided by Consultant.

3. Compensation.

3.1 Fees and Expenses. Client shall pay to Consultant the fees set forth on Schedule A for the Services rendered by Consultant. The total compensation under this Agreement shall not exceed \$30,000 without subsequent written modification of this Agreement. At Client's request, Consultant will provide such documentation as may be reasonably required to verify such expenses.

3.2.2 Payment of Invoices. Consultant shall use reasonable efforts to bill Client on a monthly basis. Client shall pay all amounts incurred hereunder within thirty (30) calendar days after the date of Consultant's invoice. If Client fails to remit payment within such thirty (30) calendar day period, Client shall pay interest on the amount due under such invoice at the rate of percent (8%) per month, or the highest rate permitted to be charged by applicable law whichever is lower.

3.3 Taxes. Client is exempt from personal property, sales, use and other taxes and shall provide exemption forms to Consultant upon request.

4. Confidential Information and Work Product

4.1 Confidential Information. Each party may disclose to the other party hereto certain information that it considers to be confidential and such information shall constitute "Confidential Information," provided such information is disclosed in writing and clearly marked or, if orally disclosed, promptly thereafter reduced to writing and clearly marked "Confidential," and further provided, in no event shall Confidential Information include information that: (a) is or becomes publicly available other than through a breach of the Agreement; (b) is known to the party receiving such information prior to disclosure hereunder or is independently developed by such party subsequent to such disclosure without reference to Confidential Information provided hereunder; (c) is subsequently lawfully obtained by the party receiving such information from a third party without obligations of confidentiality; or (d) constitutes a public record under applicable Ohio law. Each party agrees that it (a) will not disclose or divulge the other party's Confidential Information to any person, (b) will not use the other party's Confidential Information for its own benefit or the benefit of others, (c) will employ at least the same degree of care in protecting Confidential Information as it employs in protecting its own confidential information, but not less than a reasonable degree of care, and (d) will, upon termination of the Agreement, or at any time at the request of the other party, return to the other party or destroy all copies of the other party's Confidential Information. Notwithstanding the foregoing each party may disclose the other party's Confidential Information to its employees, subcontractors and authorized agents who have a need to know such confidential information to fulfill its obligations under this Agreement. In the event a party receives a subpoena or other validly issued administrative or judicial process requesting the disclosure of the other party's Confidential Information, such party will promptly notify the other party and tender to it the defense of such demand and will cooperate (at the other party's expense) with the defense of such demand. Unless the demand shall have been timely quashed or extended, the party receiving the demand shall thereafter be entitled to comply with such demand when and to the extent required by law.

4.2 Ownership of Proprietary Materials. Each Party is and shall remain the owner of all right, title and interest in and to such party's proprietary materials, and all copies thereof, and in and to all the related trade secrets, copyrights, patents, and all other proprietary rights. Neither party shall obtain any right or license in and to the other party's proprietary materials.

4.3 Ownership of Work Product. Upon payment of all amounts due hereunder, title to all written work product delivered by Consultant under this Agreement (the "Work Product") shall invest in Client and Client shall have the perpetual right to use, copy, distribute and make derivative works from such copies. Notwithstanding the foregoing, Consultant shall retain sole and exclusive ownership of all ideas, concepts, theories, improvements, designs, original works of authorship, formulas, processes, algorithms, inventions, know-how, techniques, compositions of matter and any other information owned by Consultant prior to the date of this Agreement or generated by Consultant under this Agreement, including all intermediate and partial versions thereof, and all proprietary rights therein (collectively, the "Consultant Knowledge"), provided that in no event shall any of Client's Confidential Information be deemed to be included in Consultant Knowledge.

4.44 Survival. The terms of this Section 4 shall survive any termination of this Agreement.

5. Independent Contractor. Nothing herein shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the parties for any purpose, including but not

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limited to, withholding for purposes of social security or income tax, or entitlement to vacation, insurance, retirement, or other employee benefits. The relationship of the parties is that of independent contractor and client and is governed solely by this Agreement. Neither party is authorized to act as agent for, or otherwise on behalf of the other party, and no action by either party shall bind the other party.

The Client is a public employer as defined in Ohio Revised Code section 145.01(D). Because the Consultant is 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 Consultant for services or deliverables rendered or received under or pursuant to this Agreement. Consultant acknowledges and agrees that the Client, in accordance with Ohio Revised Code section 145.038(A), has informed Consultant of such classification and that no contributions will be made to OPERS. In support of being so informed and pursuant to Ohio Revised Code section 145.038, Consultant agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form ("Form"). The Form is attached hereto and by this reference is incorporated as a part of this Agreement. The Client shall retain the completed Form and immediately transmit a copy of it to OPERS.

6. Warranty.

6.1 Services Warranty. Consultant warrants that it shall perform the Services in a professional and workmanlike manner. In the event Consultant fails to perform any Services as provided in the Section, Consultant's sole and exclusive obligation shall be to promptly take such action as may be reasonably necessary to correct such failure.

6.2 Exclusion of Warranties. CONSULTANT MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES TO BE PERFORMED BY CONSULTANT OR ANY PRODUCTS THAT MAY RESULT THEREFROM. CONSULTANT DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Without limitation to the foregoing, Client acknowledges that Consultant has been hired for consultancy and advisory services only. ENFORCEMENT OF ALL SAFETY AND HEALTH REGULATIONS SHALL BE THE SOLE RESPONSIBILITY OF CLIENT AND SHALL NOT BE THE RESPONSIBILITY OF CONSULTANT.

6.3 Limitation of Liability. CONSULTANT'S TOTAL LIABILITY UNDER THIS AGREEMENT FOR ANY CAUSE WHATSOEVER IS LIMITED TO THE AMOUNT ACTUALLY PAID BY CLIENT UNDER THIS AGREEMENT FOR THE SERVICES THAT GAVE RISE TO SUCH LIABILITY. CONSULTANT SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL OR SIMILAR DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF REVENUES, LOSS OF DATA, OR FOR COVER AND THE LIKE, EVEN IF CONSULTANT HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES.

7. Term and Termination.

7.1 Term and Termination Without Cause. This Agreement shall commence on the date set forth first above and shall remain in effect until (a) the completion of the Services, unless an earlier date is specified on Schedule A, (b) terminated by either party as provided in Section 7.2; or (c) terminated by a party without cause upon ninety (90) calendar days prior written notice to the other party.

7.2 Termination for Default. In the event of the failure of a party to perform any material obligation under this Agreement that is not cured within thirty (30) calendar days following receipt of written notice of such failure, the non-defaulting party shall have the right to terminate this Agreement and, subject to the terms of this Agreement, seek all rights and remedies available to it at law and in equity.

8. Risk Allocation and Insurance.

8.1 Insurance. Client shall maintain for each jobsite, insurance in an amount comparable to similar jobsites of equal size and character, including but not limited to worker's compensation, or other employer's liability claims of any kind or nature for damaged property or for personal injury, including death, that may arise from Client's activity on the jobsite. Client shall provide Consultant with a binder or other evidence of insurance coverage naming Consultant as an additional insured for each jobsite prior to commencement of Consultant's performance under this agreement.

9. Miscellaneous.

9.1 Governing Law, Disputes. This Agreement shall be governed by and enforced in accordance with the laws of the State of Ohio (excluding conflict of law provisions). Any dispute or disagreement between parties under this Agreement (except to the extent arising under Section 4 of this Agreement) shall only be filed in and heard before the courts of Delaware County, Ohio, and the parties hereby consent to the exclusive personal jurisdiction and venue of such courts.

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9.2 Injunctive Relief: Exclusive Jurisdiction. The parties agree that money damages would not be a sufficient remedy for any breach of Section 4 of this Agreement and that the nonbreaching party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or threatened breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement but shall be in addition to all other remedies available at law or equity to the non-breaching party. The parties further agree to waive any requirement for the securing or posting of any bond in connection with such remedy. Any suit or proceeding to enforce a party's right under Section 4 of this Agreement shall be brought only in the courts of Delaware County, Ohio, and the parties hereby consent to the exclusive personal jurisdiction and venue of such courts.

9.3 Notices. Any notice required or permitted to be delivered pursuant to this Agreement shall be in writing and shall be deemed delivered: (a) upon delivery if delivered in person; (b) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid; (c) upon transmission if sent via Telecopier, with a confirmation copy sent via overnight mail; or (d) one (1) business day after deposit with a national overnight courier, in each case addressed to the address set forth in the first paragraph of this Agreement or to such other address as may be specified by either party upon notice given to the other in accordance with the terms of this Agreement.

9.4 Force Majeure. Each party shall be excused from performance under this Agreement and shall have no liability to the other party for any period it is prevented from performing any of its obligations, in whole or in part, as a result of delays caused by the other party by an act of God, war, civil disturbance, court order, third party performance or nonperformance, strikes, work stoppages or other cause beyond its reasonable control, and such nonperformance shall not be a default under, or grounds for termination of, this Agreement. Notwithstanding the foregoing, if any of the above-enumerated circumstances prevent, hinder or delay performance of either party's obligations hereunder for more than thirty (30) calendar days, the party not prevented from performing may, at its option, terminate this Agreement without liability or penalty as of a date specified by such party in a written notice of termination to the other party.

9.5 Survival of Obligations. Termination of this Agreement for any cause shall not release either party from any liability that accrued on or before the date of termination or that may thereafter arise with respect to any act or omission occurring on or before the date of termination, or from any obligation that is expressly stated in this Agreement to survive termination of this Agreement.

9.6 Entire Agreement; Construction. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements relating to the same subject matter. No modification, amendment or supplement to this Agreement shall be effective for any purpose unless agreed to in writing and signed by authorized representatives of the parties. If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity shall remain in full force and effect. No delay or omission on the part of either party to exercise or avail itself of any right, power, or privilege that it has or may have hereunder shall operate as a waiver; any waiver must be in writing and signed by the party granting such waiver. The waiver by either party of a breach or default in any of the provisions of this Agreement by the other party shall not be construed as a waiver of any other breach or default. Headings contained in this Agreement are for convenience of reference only and shall not affect the meaning and interpretation of this Agreement.

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

SCHEDULE A

STATEMENT OF SERVICES AND FEE SCHEDULE

SERVICES

During the period beginning as of the date set forth first above and ending six months thereafter Consultant shall:

- a) Evaluate Client's existing safety program and edit/augment said program as Consultant deems advisable.
- b) Provide training with respect to safety issues to Client's employees as Consultant deems advisable.
- c) Provide site specific written plans as Consultant deems advisable.
- d) Perform periodic site visits and provide recommendations for hazard abatement. All

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- e) recommendations will be provided in writing to Client’s site supervisor and Client’s county designee. Participate, if requested and upon reasonable notice, in inspections and informal conferences conducted by governing entities and/or insurers, as well as any other meetings or conferences involving safety and health, as needed.

FEES Consultant fee is calculated at \$895.00 per day Maximum of three days per week
When additional hours are needed, and agreed upon by both parties, the hourly rate is \$90.00

CLIENT RESPONSIBILITIES

To supply adequate and ergonomically correct Office and Training areas in compliance with county, state, and ADA guidelines.

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

14
RESOLUTION NO. 21-479

IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATOR TO PREPARE DRAFT RESOLUTIONS AND SEND ALL NECESSARY NOTICES RELATED TO EXEMPTIONS TO BE CONSIDERED PURSUANT TO R.C. 5709.78:

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

WHEREAS, Ohio Revised Code Sections 5709.77 to 5709.80 (collectively, the “TIF Statutes”) authorize the legislative authority of a county, by resolution, to declare the improvement to parcels of real property located within the unincorporated territory of the county to be a public purpose and exempt from taxation, require the owner of each parcel to make service payments in lieu of taxes, establish a redevelopment tax equivalent fund for the deposit of the those service payments, and specify public infrastructure improvements made, to be made or in the process of being made that directly benefit, or that once made will directly benefit, those parcels; and

WHEREAS, Ohio Revised Code Sections 5709.78 and 5709.83 require that notices of the proposed resolutions be delivered to the Boards of Education of the Olentangy Local School District and the Delaware Area Career Center;

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

Section 1. The County Administrator is hereby authorized to prepare draft resolutions and send all necessary notices related to the following exemptions to be considered pursuant to R.C. 5709.78: the Berlin Business Park TIF and Ravines at Meadow Ridge TIF.

Section 2. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the passage of this Resolution were taken in an open meeting of this Board or any of its committees, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Ohio Revised Code Section 121.22.

Section 3. This Resolution shall be in full force and effect immediately upon its adoption.

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

15
RESOLUTION NO. 21-480

IN THE MATTER OF APPROVING A WATER USER’S AGREEMENT WITH DEL-CO WATER CO., INC., FOR WATER SERVICE AT THE HYATTS ROAD PUMP STATION:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Del-Co Water Co., Inc., for water service at the Hyatts Road Pump Station;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with Del-Co Water Co., Inc.:

Del-Co Water Co. Inc. Water User’s Agreement
(Rev. 12-27-19)

DEL-CO WATER CO., INC
WATER USER’S AGREEMENT

Please sign the Water User's Agreement on the reverse side by the "X"

Account Number:

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Name: DELAWARE COUNTY/RSD
 Billing Address: 10333 Olentangy River Rd., Powell OH 43065
 Phone: 740-833-2251
 E-mail:
 Meter Location: 100 Hyatts Rd., Delaware OH 43015
 Meter Size: 3/4"
 Membership ID:
 Service Date:

VOLUNTARY STATISTICAL DATA			
<p>"The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race, ethnicity and sex of applicants on the basis of visual observation or surname."</p>			
<input type="checkbox"/> I do not wish to furnish this information			
Race/National Origin (select one or more):			
<input type="checkbox"/>	American Indian or Alaska Native (not Alaskan)	<input type="checkbox"/>	Asian
<input type="checkbox"/>	Black or African American	<input type="checkbox"/>	Native Hawaiian or Other Pacific Islander
<input type="checkbox"/>	White	<input type="checkbox"/>	Other (Specify)
Ethnicity (select one):		Sex:	
<input type="checkbox"/>	Hispanic or Latino	<input type="checkbox"/>	Female
<input type="checkbox"/>	Not Hispanic or Latino	<input type="checkbox"/>	Male
<i>This Institution is an equal opportunity provider and employer</i>			

This agreement, between Del-Co Water Co. Inc. (a non-profit corporation), hereinafter called the Association, and the Signer hereof, a User of the Association hereinafter called the User.

Witnesseth

Whereas, the User desires to purchase water from the Association, and to enter into a water user's agreement as required by the Code of Regulations of the Association. Now, therefore, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed:

The Association shall furnish, subject to the limitations set out in Rules and Regulations and Code of Regulations and those hereinafter provided for, such quantity of water as the User may desire in connection with his occupancy of the property described on the reverse hereof.

The User hereby agrees to give the Association, its successors or assigns, a perpetual easement in, over, under, and upon the above described land with the right to erect, construct, install, and thereafter use, operate and inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to ingress and egress over adjacent land for the purpose mentioned above. The User shall install and maintain at its own expense a service line, which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the Association at the nearest place of desired use by the User, provided the Association has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

The User agrees to pay for water at such rates, times, and places as shall be determined by the Association and agrees to the penalties for non-compliance with the above as set out in the Rules and Regulations. In addition to any connection fee established by the Association, the User agrees to pay a membership fee in the amount of TEN DOLLARS (\$10.00). A tenant deposit shall be held and applied by the Association to the payment of the account of the User should service to the user be terminated either voluntarily by the User, or involuntarily by the Association. Should the account be fully paid at the time of termination of service to the User, the tenant deposit shall be refunded by the Association within a reasonable time thereafter.

The Association shall purchase and install a cutoff valve and may also provide a water meter for each service location. The Association shall have the exclusive right to use such cutoff valve and water meter. The Association shall have the sole responsibility to (1) determine the location of any service line connection to its distribution system; (2) determine the allocation of water to Users in the event of a water shortage; (3) shut off water to the User who allows a connection or extension to be made to its service line for the purpose of supplying water to another party. In the event the total water supply is insufficient to meet all the needs of the Users or in the event there is a shortage of water, the Association may prorate the water available among the various Users on such basis as is deemed equitable by the Board of Directors and may also prescribe a schedule of hours covering use of water for lawn/landscape watering purposes by particular Users and require adherence thereto or prohibit the use of water for lawn/landscape watering purposes; provided that, if at any time the total water supply shall be insufficient to meet all the needs of all of the Users, the Association shall first satisfy all the needs of Users for both domestic and livestock purposes before supplying any water for lawn/landscape watering purposes.

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The User agrees to comply with the requirements of the Ohio Environmental Protection Agency that no other present or future source of water will be connected to any water lines served by the Association's water lines and will disconnect from its present water supply prior to connecting to and switching to the Association's system; and will properly abandon any auxiliary sources of water on the premises, such as a well or cistern, or either 1) install a reduced pressure principle backflow preventer on the Association's service line, or 2) meet other requirements which may be allowed. The User shall connect its service lines to the Association's distribution system and shall commence using water from the system on the date that the water is made available to the User by the Association. Water charges to the User shall commence on the date that the service is made available. The Board of Directors shall have the authority, in addition to all other rights and remedies, to purchase the User's Membership Certificate and terminate this agreement and, in such event, the User shall not be entitled to receive, nor the Association obligated to supply any water under this agreement. If the User thereafter pays all water charges in arrears, all penalties charged against it and reinstallation fee provided in the Association Rules and Regulations, it may re-purchase its membership certificate, and it shall then be entitled to a resumption of water services subject to all regulations of the Association.

Users who joined the Association as part of a community waterworks improvement project may be subject to a monthly surcharge in addition to the monthly water use charge to reimburse the Association the costs incurred with constructing the project. The terms of said surcharge are unique to each community project and determined with a calculation using total project cost less contribution in aid of construction divided by the total number of project participants and spread over a predetermined period of years. The calculated surcharges, minimum and usage charges are payable by the User upon the substantial completion of the project regardless of the connection of its service line to the Association's distribution system. Any amounts in arrears shall be brought current by Users to initiate and maintain water service.

In the event the User shall breach this contract by refusing or failing, without just cause, to connect its service line to the Association's distribution system as set forth above, or by refusing or failing, without just cause, to pay minimum monthly water rate as established by the Association, the User agrees to pay the Association no more than ten percent (10%) of the current tap fee as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that the breach by the User in either of the respects set forth above would cause serious and substantial damages to the Association and it will be difficult, if not impossible, to prove the amount of such damages. Nothing in this paragraph shall be construed to limit the amount of any outstanding surcharges associated with the member's premises.

The parties hereto have computed, estimated, and agreed upon said sum in an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result. The failure of the User to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

- (1) nonpayment after the due date will be subject to a penalty of five percent of the delinquent account;
- (2) nonpayment within thirty days from the billing date may result in the water being shut off from the User's property. In the event it becomes necessary for the Association to shut off the water from the Users property, a fee as established by the Board of Directors and shown on the SHUT OFF notice will be charged for turn on or reconnection of the service.

NOTIFICATION OF OHIO METER TAMPERING LAW

The State of Ohio has a law that makes tampering with Water Company meters or equipment illegal and establishes penalties for violations. Penalties applied for the following illegal acts:

- (1) Interfering with or bypassing a water meter or attachment to impede or reduce correct registration of the meter;
- (2) Knowingly consuming any water which has not correctly registered in the meter because of tampering;
- (3) Reconnecting water service that has been disconnected or shut off by the Water Company for non-payment or other reasons;
- (4) Knowingly consuming any water which unlawfully reconnected.

IN WITNESS WHEREOF, we have hereunto executed this instrument this 3rd day of June, 2021.

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

16

RESOLUTION NO. 21-481

IN THE MATTER OF APPROVING CHANGE ORDER NO. 01 TO THE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND PETERSON CONSTRUCTION COMPANY FOR PROGRESSIVE DESIGN-BUILD SERVICES FOR THE OLENTANGY ENVIRONMENTAL CONTROL CENTER HEADWORKS AND AERATION UPGRADES PROJECT:

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

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WHEREAS, there is an agreement between the Delaware County Board of Commissioners and Peterson Construction Company for the Olentangy Environmental Control Center Headworks and Aeration Upgrades Project; and

WHEREAS, Change Order No. 01 includes preliminary design phase services for evaluation of new equipment for improvements to the existing tertiary filtration system and solids thickening and dewatering processes and authorizes an increase to the contract in the amount of \$287,000; and

WHEREAS, the Sanitary Engineer recommends approval of Change Order No. 01;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves Change Order No. 01 to the Agreement between the Delaware County Board of Commissioners and Peterson Construction Company for the Olentangy Environmental Control Center Headworks and Aeration Upgrades Project.

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

17
RESOLUTION NO. 21-482

IN THE MATTER OF APPROVING CHANGE ORDER NO. 01 TO THE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND TRUCCO CONSTRUCTION COMPANY, INC. FOR THE CHESHIRE FORCE MAIN IMPROVEMENTS PROJECT:

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

WHEREAS, there is an agreement between the Delaware County Board of Commissioners and Trucco Construction Company, Inc., for the Cheshire Force Main Improvements Project; and

WHEREAS, Change Order No. 01 reflects a reduction in the overall contract price due to unused force account funds and authorizes a decrease to the contract in the amount of \$64,915.19; and

WHEREAS, the Sanitary Engineer recommends approval of Change Order No. 01;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves Change Order No. 01 to the Agreement between the Delaware County Board of Commissioners and Trucco Construction Company, Inc., for the Cheshire Force Main Improvements and Aeration Upgrades Project.

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

18
ERIK MCPEEK,
DEPUTY DIRECTOR OF OPERATIONS DELAWARE COUNTY REGIONAL SEWER DISTRICT
MONTHLY SANITARY APPROVAL UPDATE TO BOARD OF COMMISSIONERS

20
ADMINISTRATOR REPORTS

Dawn Huston, Deputy Administrator
-There are sixty (60) days left for employees to finish their wellness points. The deadline to have blood work and the physicians form turned in is August 12th, the program will end on August 13th.

21
COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton
-The Open House for employees last Friday went well.
-Attended the groundbreaking ceremony for the newest Olentangy Middle School last week.
-Attended the virtual Regional Planning meeting last Thursday.
-Attended the Genoa Township Business Association meeting.
-MORPC will meet this afternoon.
-CEBCO will meet tomorrow.
-DKMM will hold their annual electronic disposal event Saturday at the Delaware County Fairgrounds from 9-1:00.
-The Memorial Tournament kicked off this week.
-Would like to offer condolences to Commissioner Merrell that the Sooners couldn't take the top spots in gymnastics or golf.

Commissioner Merrell
-The Sooners did take second place nationally for gymnastics and golf.
-Oklahoma softball senior Jocelyn Alo was named the 2021 USA Softball Collegiate Player of the Year and freshman Tiare Jennings claimed NFCA/Schutt Sports Division I Freshman of the Year.

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-Was able to give the Delaware County Library Director, George Needham, a tour of the Historic Courthouse.

19

RESOLUTION NO. 21-483

10:00A.M. PUBLIC HEARING TO CONSIDER CHANGING THE NAME OF ORBIT GLEN DRIVE, A TOWNSHIP ROAD IN THE UNINCORPORATED AREA OF BERKSHIRE TOWNSHIP, DELAWARE COUNTY, OHIO:

It was moved by Mr. Benton, seconded by Mr. Merrell to open the hearing at 10:05A.M..

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

19 continued

RESOLUTION NO. 21-484

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

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

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

19 continued

RESOLUTION NO. 21-485

IN THE MATTER OF CLOSING THE PUBLIC HEARING TO CONSIDER CHANGING THE NAME OF ORBIT GLEN DRIVE, A TOWNSHIP ROAD IN THE UNINCORPORATED AREA OF BERKSHIRE TOWNSHIP, DELAWARE COUNTY, OHIO:

It was moved by Mr. Benton, seconded by Mr. Merrell to close the hearing at 10:11A.M..

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

19 continued

RESOLUTION NO. 21-486

IN THE MATTER OF CHANGING THE NAME OF ORBIT GLEN DRIVE, A TOWNSHIP ROAD IN THE UNINCORPORATED AREA OF BERKSHIRE TOWNSHIP, DELAWARE COUNTY, OHIO:

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

WHEREAS, pursuant to section 5541.04 of the Revised Code, the board of county commissioners of any county, on its own motion or on petition by a person owning a lot in the unincorporated area of said county praying that the name of a county or township road in the immediate vicinity of such lot be changed, upon hearing, and upon being satisfied that there is good cause for such a change of name, that it will not be detrimental to the general interest, and that it should be made, may, by resolution declare the change of the name of such road; and

WHEREAS, on April 20, 2021, the Delaware County Board of Commissioners (the "Board") received a petition from Northstar Residential Development, LLC, landowner, requesting the change of name of Orbit Glen Drive, to Honey Grove Drive; and

WHEREAS, after providing notice to all affected parties, on June 3, 2021, the Board held a public hearing to consider changing the name of Orbit Glen Drive, to Honey Grove Drive;

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

Section 1. The Board hereby finds and determines that there is good cause to change the name of Orbit Glen Drive, a township road in the unincorporated area of Berkshire Township, Delaware County, Ohio, to Honey Grove Drive, that the change will not be detrimental to the general interest, and that the change in name should be made.

Section 2. The Board hereby declares that the name of Orbit Glen Drive, shall be changed to Honey Grove Drive, effective as of July 1, 2021.

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Section 3. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the county engineer, the county recorder, and the county auditor, who shall change their records accordingly but still retain in some manner the old name of the road, in accordance with section 5541.04 of the Revised Code. The Clerk of the Board is further directed to mail courtesy copies of this Resolution via regular U.S. Mail to all owners of lots abutting the road renamed herein, and the Berkshire Township Board of Trustees.

Section 4. The Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including section 121.22 of the Revised Code.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners