

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 27, 2021**

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

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

1
RESOLUTION NO. 21-870

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 20, 2021:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on September 20, 2021; and

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

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

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

2
PUBLIC COMMENT

3
RESOLUTION NO. 21-871

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0924:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0924 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Valley Tire	Regional Sewer	66211900-5328	\$ 7,000.00
John Eramo and Sons	Peachlow FM and Retainage	66711900-5415	\$149,835.12
Tyler Technologies	Software	41711436-5452	\$ 59,300.07
Board & Care	Foster Care Services	22511607-5350	\$ 20,000.00
Day Care	Client Services	22511607-5348	\$ 25,000.00
Passs	Foster Care Services	22511607-5350	\$ 20,000.00
NE Ohio Adopt	Medical & Health Related Services	22511607-5342	\$ 5,000.00
Buckeye Ranch	Medical & Health Related Services	22511607-5342	\$112,058.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2104403	CANYON CONSTRUCTION CO INC	TIME AND MATERIALS	66211900 - 5428	\$12,000.00

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

4
RETIREMENT TRIBUTE FOR MIKE TAYLOR

5
DEANNA BRANT,
EXECUTIVE DIRECTOR DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES
PRESENTATION/INFORMATION UPDATE

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PATRICK BRANDT, DIRECTOR OF EMERGENCY COMMUNICATIONS
UPDATE ON THE NEW COMPUTER AIDED DISPATCH (CAD) SYSTEM

7

RESOLUTION NO. 21-872

IN THE MATTER OF APPROVING AN AMENDMENT TO THE LICENSE AGREEMENT BY AND BETWEEN DELAWARE COUNTY AND TYLER TECHNOLOGIES, INC. FOR EMERGENCY COMMUNICATIONS SOFTWARE:

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

WHEREAS, the Director of Emergency Communications recommends approval of an amendment to the License Agreement with Tyler Technologies for Emergency Communications Software;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves an amendment to the License Agreement with Tyler Technologies for Emergency Communications Software, as follows:

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and Delaware County, with offices at 149 N Sandusky St., Delaware, OH 43015-1732 ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of December 2, 2019 (the "Agreement"); and

WHEREAS, Tyler and Client now desire to amend the Agreement.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The software and/or services set forth in Exhibit 1 to this Amendment are hereby added to the Agreement.
2. The following payment terms, as applicable, shall apply:
 - a. Additional software fees will be invoiced 100% on the Amendment Effective Date.
 - b. Associated maintenance and support fees will be invoiced on a pro rata basis beginning on the first day of the month following the Amendment Effective Date, and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software.
 - c. Fixed price services are invoiced upon complete delivery of the service.
3. The Pictometry Interface Tyler Software is hereby removed from the Agreement as of the Amendment Effective Date. Upon such date, Client's license for such software is terminated, as are Tyler's obligations to support, maintain, and update such software. Should Client wish to again license and/or use such software, Client shall first pay Tyler the then-current license fee(s) for the software, as well as fees for any required services, support or 3rd party products.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

(Copy of amendment exhibits available in the Commissioners' office until no longer of administrative value).

FURTHER BE IT RESOLVED that the Delaware County Board of Commissioners approves the purchase order request to Tyler Technologies: R2104351 (41711436-5452) in the amount of \$12,872.00

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

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RESOLUTION NO. 21-873

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE SHERIFF'S OFFICE:

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

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WHEREAS, pursuant to R.C. 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30th, 2004, adopted a policy for the use of County Procurement Cards; and

WHEREAS, the Board of Commissioners of Delaware County by Resolution No. 11-1040 dated October 3rd, 2011, adopted amendments to the Policies and Procedures for the county procurement card program and has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29(F)(2);

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, authorizes the use of the following procurement card to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Appointing Authority: County Sheriff
Office/Department: Sheriff's Office

Daily spending per card: \$5,000
Monthly spending per card: \$10,000
Single transaction limit: \$5,000
Daily number of transactions per card: 10
Monthly number of transactions per card: 50

Name on Card: Kirsten Imthurn
Department Coordinator: Marsha Ames

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

**9
RESOLUTION NO. 21-874**

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS, A SUPPLEMENTAL APPROPRIATION AND A TRANSFER OF APPROPRIATIONS FOR THE SHERIFF'S OFFICE:

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

Transfer of Funds

From:	To:	
10011102-5801	28631345-4601	28,078.65
Commissioners Gen/Misc. Cash Transfer	LEAP Forward 2020/Interfund Revenues	

Supplemental Appropriation

29031318-5410	Concealed Handgun/Building & Improve > 25,000	49,000.00
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Transfer of Appropriation

From:	To:	
28631345-5450	28631345-5365	20,000.00
LEAP Forward 2020/Machinery & Equip	LEAP Forward 2020/Grant Related Services	

28631345-5260	28631345-5301	
LEAP Forward 2020/Inv Tool & Equip	LEAP Forward 2020/Contracted Prof. Services	8,000.00

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

**10
RESOLUTION NO. 21-875**

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR ADULT COURT SERVICES:

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

Supplemental Appropriation

25322312-5001	ODRC Subsidy Grant/Compensation	200.00
25322312-5101	ODRC Subsidy Grant/Health Insurance	3,100.00
25322312-5102	ODRC Subsidy Grant/Workers Comp	10.00
25322312-5120	ODRC Subsidy Grant/OPERS	25.00

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

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RESOLUTION NO. 21-876

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE RECORDS CENTER:

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

Supplemental Appropriation

10011103-5201	Records Center/General Supplies & Equipment	5,516.00
10011103-5301	Records Center/Contracted Professional Services	4,025.00

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

12

RESOLUTION NO. 21-877

IN THE MATTER ACCEPTING A GRANT FROM THE COLUMBUS FOUNDATION AND APPROVING A SUPPLEMENTAL APPROPRIATIONS FOR THE DELAWARE COUNTY DOG SHELTER:

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

WHEREAS, the Columbus Foundation has authorized a grant of \$6,000.00 from the John E. Payton Family Foundation to Delaware County; and

WHEREAS, the grant will be used to support the medical treatment of dogs;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners accepts the \$6,000.00 grant from the Columbus Foundation to support the medical treatment of dogs and approves the following supplemental appropriations:

Supplemental Appropriations		Amount
20411305 -5342	Dog And Kennel /Medical & Health Related Services	\$6, 000.00

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

13

RESOLUTION NO. 21-878

IN THE MATTER ACCEPTING A GRANT FROM THE OHIO PET FUND AND APPROVING A SUPPLEMENTAL APPROPRIATION FOR THE DELAWARE COUNTY DOG SHELTER:

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

WHEREAS, the Ohio Pet Fund is a grant funded from specialized plates in Ohio; and

WHEREAS, the State of Ohio has authorized a grant of \$2,000 to Delaware County; and

WHEREAS, the grant will be used to support the spaying and neutering of dogs;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners accepts the \$2,000.00 grant from the Ohio Pet Fund to support the spaying and neutering of dogs and approves the following supplemental appropriations:

Supplemental Appropriations		Amount
20411305 -5342	Dog And Kennel /Medical & Health Related Services	\$2, 000.00

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

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RESOLUTION NO. 21-879

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR THE DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:

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

Supplemental Appropriation

29552501-5601	Developmental Disabilities/Grants in Aid	243,000.00
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Vote on Motion	Mrs. Lewis	Aye	Mr. Merrell	Aye	Mr. Benton	Aye
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15

RESOLUTION NO 21-880

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR FEMA TASK FORCE 1:

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

Supplemental Appropriation

21211329-5001	FEMA Task Force 1/Compensation	11,346.17
21211329-5101	FEMA Task Force 1/Health Insurance	1,083.07
21211329-5102	FEMA Task Force 1/Workers Comp	113.46
21211329-5120	FEMA Task Force 1/OPERS	1,588.46
21211329-5131	FEMA Task Force 1/Medicare	164.52

Vote on Motion	Mr. Merrell	Aye	Mrs. Lewis	Aye	Mr. Benton	Aye
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16

RESOLUTION NO. 21-881

IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATOR TO REPRESENT THE BOARD AT, AND APPROVE AND EXECUTE ALL DOCUMENTS ASSOCIATED WITH, THE CLOSINGS OF THE WATKINS FARM, NEWHOUSE FARM, AND LANUM FARM AGRICULTURAL EASEMENTS, 2019 AND 2020 OHIO DEPARTMENT OF AGRICULTURE LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAMS:

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

WHEREAS, on April 8, 2019, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 19-301, authorizing participation in the Ohio Department of Agriculture Local Agricultural Easement Purchase Program ("LAEPP") for the property owned by WATKINS FARM, LLC (the "Watkins Farm"); and

WHEREAS, on April 8, 2019, the Board adopted Resolution No. 19-302, authorizing participation in the LAEPP for the property owned by Gary L. and Yvonne G. Newhouse (the "Newhouse Farm"); and

WHEREAS, on April 2, 2020, the Board adopted Resolution No. 20-307, authorizing participation in the LAEPP for the property owned by STB3, LLC (the "Lanum Farm"); and

WHEREAS, the Watkins Farm, Newhouse Farm, and Lanum Farm were approved for participation in the LAEPP, and all requirements have been met and documents prepared to proceed to closing;

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

Section 1. The Board hereby approves proceeding to closing for the Watkins Farm, Newhouse Farm, and Lanum Farm Agricultural Easements, 2019 and 2020 LAEPP.

Section 2. The Board hereby authorizes the County Administrator, or Acting County Administrator, to represent the Board at the closing for the Watkins Farm, Newhouse Farm, and Lanum Farm Agricultural Easements and to approve and execute all the documents associated therewith.

Section 3. This Resolution shall take immediate effect upon adoption.

Vote on Motion	Mrs. Lewis	Aye	Mr. Merrell	Aye	Mr. Benton	Aye
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17**RESOLUTION NO. 21-882**

**IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO AGREEMENT FOR
2020 LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP) COOPERATIVE
AGREEMENT BETWEEN THE OHIO DEPARTMENT OF AGRICULTURE AND DELAWARE
COUNTY COMMISSIONERS:**

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

**FIRST AMENDMENT TO AGREEMENT
FOR
2020 LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP)
COOPERATIVE AGREEMENT
BETWEEN
THE OHIO DEPARTMENT OF AGRICULTURE AND
DELAWARE COUNTY COMMISSIONERS**

This First Amendment to the 2020 Local Agricultural Easement Purchase Program (LAEPP) Cooperative Agreement, (hereinafter, "Agreement"), is made and entered into by and between the State of Ohio, acting by and through the Ohio Department of Agriculture ("ODA"), located at 8995 East Main Street, Reynoldsburg, Ohio 43068 and Delaware County Commissioners (hereinafter "Local Sponsor"), located at 91 North Sandusky, Delaware, OH 43015 (hereinafter "Local Sponsor").

Recitals

1. WHEREAS, ODA and Local Sponsor executed an Agreement on June 17, 2021 granting funds to Local Sponsor to purchase easements under the Local Agricultural Easement Purchase Program ("LAEPP") 2020, which is attached hereto with its Exhibits as Exhibit 1;
2. WHEREAS, ODA and Local Sponsor now desire to modify certain provisions of the Agreement (and its attached Exhibit A - Scope of Work), to provide for changes necessitated by the passage of the FY 2021/2023 biennium.
3. NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, ODA and Local Sponsor agree by and between themselves as follows:

STATEMENT OF THE AGREEMENT

1. The Agreement and attached Exhibit(s) is attached hereto as Exhibits 1, and incorporated herein by reference if fully rewritten.
2. Article I - SCOPE OF WORK

Delete paragraph 2.5, insert the following:

"The agricultural easement closing ("Closing") in connection with each Property shall occur on a time and date mutually agreed to by the parties, but in no event later than June 30, 2023. Local Sponsor may receive an extension to this deadline with the prior written approval of ODA."

3. Article III - TIME OF PERFORMANCE Delete paragraph 3.1, insert the following:

"The services as stated in Exhibit A shall be concluded by the Local Sponsor on or before June 30, 2023. Prior to the expiration of this Agreement, the parties may mutually agree to renew this Agreement as indicated in Paragraph 3.3 below.

Delete paragraph 3.2, insert the following:

"This Agreement shall remain in effect until the work described in Exhibit A is completed to the satisfaction of ODA or until terminated as provided in Article VIII, Termination of Local Sponsor's Services, whichever is sooner. However, in no event will this Agreement continue beyond June 30, 2023, unless renewed as provided for herein.

Delete paragraph 3.3, insert the following:

"As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than June 30, 2023. This contract may be renewed, at ODA's option, for a period of one (1) year upon the same terms contained herein.

4. Exhibit A - Scope of Work

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Delete paragraph F, insert the following:

"The parties shall mutually agree to a closing date, but in no event later than June 30, 2023 unless otherwise agreed in writing by ODA."

- 5. Except as amended herein, the Agreement shall in full force and effect in accordance with its terms.
- 6. A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature.

(Copy of exhibits available in the Commissioners' Office and Soil and Water Conservation Office until no longer of Administrative value).

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

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RESOLUTION NO. 21-883

IN THE MATTER OF APPROVING THE SECOND AMENDMENT TO AGREEMENT FOR 2019 LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP) COOPERATIVE AGREEMENT BETWEEN THE OHIO DEPARTMENT OF AGRICULTURE AND DELAWARE COUNTY COMMISSIONERS:

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

**SECOND AMENDMENT TO AGREEMENT
FOR
2019 LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP)
COOPERATIVE AGREEMENT
BETWEEN
THE OHIO DEPARTMENT OF AGRICULTURE
AND
DELAWARE COUNTY COMMISSIONERS**

This Second Amendment to the 2019 Local Agricultural Easement Purchase Program (LAEPP) Cooperative Agreement, (hereinafter, "Agreement"), is made and entered into by and between the State of Ohio, acting by and through the Ohio Department of Agriculture ("ODA"), located at 8995 East Main Street, Reynoldsburg, Ohio 43068 and Delaware County Commissioners (hereinafter "Local Sponsor"), located at 91 North Sandusky, Delaware, OH 43015 (hereinafter "Local Sponsor").

Recitals

- 1. WHEREAS, ODA and Local Sponsor executed an Agreement on May 3, 2019 granting funds to Local Sponsor to purchase easements under the Local Agricultural Easement Purchase Program ("LAEPP") 2019, which is attached hereto with its Exhibits as Exhibit 1;
- 2. WHEREAS, on March 10, 2020, ODA and Local Sponsor entered into the First Amendment, attached hereto as Exhibit 2, which modified the provisions of the Agreement and its attached "Exhibit A - Scope of Work" as follows:
 - a. Total obligated funds of \$338,922 increased. An additional \$35,698 became available resulting in a new total of \$374,620;
 - b. Updated biennial dates;
 - c. Outlined the distribution of funds to specific landowners.
- 3. WHEREAS, ODA and Local Sponsor now desire to modify certain provisions of the Agreement (and its attached "Exhibit A - Scope of Work"), and First Amendment to provide for changes necessitated by the passage of the FY 2021/2023 biennium.
- 4. NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, ODA and Local Sponsor agree by and between themselves as follows:

STATEMENT OF THE AGREEMENT

- 1. The Agreement and attached Exhibit(s), and First Amendment are attached hereto as Exhibits 1 and 2, respectively, and incorporated herein by reference if fully rewritten.
- 2. Article I - SCOPE OF WORK

Delete paragraph 2.5, insert the following:

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"The agricultural easement closing ("Closing") in connection with each Property shall occur on a time and date mutually agreed to by the parties, but in no event later than June 30, 2023. Local Sponsor may receive an extension to this deadline with the prior written approval of ODA."

3. Article III - TIME OF PERFORMANCE Delete paragraph 3.1, insert the following:
"The services as stated in Exhibit A shall be concluded by the Local Sponsor on or before June 30, 2023. Prior to the expiration of this Agreement, the parties may mutually agree to renew this Agreement as indicated in Paragraph 3.3 below.

Delete paragraph 3.2, insert the following:

"This Agreement shall remain in effect until the work described in Exhibit A is completed to the satisfaction of ODA or until terminated as provided in Article VIII, Termination of Local Sponsor's Services, whichever is sooner. However, in no event will this Agreement continue beyond June 30, 2023, unless renewed as provided for herein.

Delete paragraph 3.3, insert the following:

"As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than June 30, 2023. This contract may be renewed, at ODA's option, for a period of one (1) year upon the same terms contained herein.

4. Exhibit A - Scope of Work

Delete paragraph F, insert the following:

"The parties shall mutually agree to a closing date, but in no event later than June 30, 2023 unless otherwise agreed in writing by ODA."

5. Except as amended herein, the Agreement shall in full force and effect in accordance with its terms.

6. A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature.

(Copy of exhibits available in the Commissioners' Office and Soil and Water Conservation Office until no longer of Administrative value).

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

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RESOLUTION NO. 21-884

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE CORONER'S OFFICE:

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

Transfer of Appropriation		Amount
From	To	
10030301-5001	10030301-5201	\$2,500.00
Coroner/Compensation	Coroner/Supplies	

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

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RESOLUTION NO. 21-885

IN THE MATTER OF APPROVING AN ASSIGNMENT AND ASSUMPTION AGREEMENT WITH THE UNAM CORPORATION:

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

WHEREAS, the Delaware County Board of Commissioners adopted Resolution No. 17-997, authorizing the execution of a Community Reinvestment Area Agreement by and between the County and Highdev II, LLC to confirm that the Owners within the Creekside Development will be provided with a real property tax exemption for fifteen (15) years for the assessed value of structures constructed at the property; and

WHEREAS, Highdev II, LLC, has transferred a portion of the Creekside Development to UNAM CORPORATION; and

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WHEREAS, UNAM CORPORATION, wishes to obtain the benefits of the Community Reinvestment Area agreement as successor of the property and has agreed to enter an Assignment and Assumption Agreement in accordance with the terms and conditions of the Community Reinvestment Area Agreement as approved in Resolution No. 17-997;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Assignment and Assumption agreement with UNAM CORPORATION:

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into by and between the COUNTY OF DELAWARE (the "County"), a political subdivision of the State of Ohio; HIGHDEV II, LLC, an Ohio limited liability company (the "Property Owner") and UNAM CORPORATION, a Georgia corporation (the " Successor"). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between the Property Owner and the County, made effective December 28, 2017 (the "CRA Agreement,") a copy of which is attached hereto as Exhibit A and incorporated herein.

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), the County, by Resolution No. 10-1050, adopted by the Board of County Commissioners of the County (the "Board"), on August 9, 2010, designated the area specified in the Resolution as the Orange Township Community Reinvestment Area (the "CRA") and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, the County, pursuant to Resolution No. 14-918 adopted by the Board on August 18, 2014, amended the CRA under the authority of the CRA Act; and

WHEREAS, pursuant to Resolution No. 17-997 adopted on September 25, 2017, the Property Owner and the County entered into the CRA Agreement effective December 28, 2017, concerning the development of a mixed use property with related site improvements, at the Project Site as defined in the CRA Agreement (as particularly described in Exhibit A to the CRA Agreement); and

WHEREAS, by virtue of that certain Limited Warranty Deed dated as of August 24, 2021, and filed for record on August 27, 2021 (the "Transfer Instrument"), a copy of which is attached hereto as Exhibit B, the Successor has succeeded on August 27, 2021 (the "Transfer Date") to the interest of the Property Owner (or a successor to the Property Owner) in all or part of the Project Site or a Building at the Project Site (such transferred property may be referred to hereinafter as the "Transferred Property"); the Transferred Property acquired or leased by the Successor is identified in the Transfer Instrument ; and

WHEREAS, the Successor wishes to obtain the benefits of the CRA Agreement, and, as agreed in the CRA Agreement, the County is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement as long as the Successor executes this Agreement.

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the Successor from the execution hereof, the parties hereto agree as follows:

1. From and after the Transfer Date, the Property Owner hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property, and (b) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Owners that are contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, representations, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section I ("Project"), Section 3 ("Employee Positions"), Section 4 ("Provision of Information"), Section 6 ("Application for Exemption"), Section 7 ("Payment of Non-Exempt Truces"), Section IO ("Certification as to No Delinquent Taxes"), Section 13 ("Non-Discriminatory Hiring"), Section 18 ("Validity"), Section 21 ("R.C. Section 9.66 Covenants"), Section 22 ("Annual Fee"), and Section 23 ("Notice of Vacancy").

2. The County acknowledges through the Transfer Date that the CRA Agreement is in full force and effect and releases the Property Owner from liability for any defaults occurring after the Transfer Date with regard to the Transferred Property.

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3. The Successor further certifies that, as required by RC. Section 3735.671(E), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five (5) years immediately prior to the date of this Agreement, (ii) nor is Successor a "successor" to, nor "related member" of, a party as described in the foregoing clause (i). As used in this paragraph, the terms "successor" and "related member" have the meaning as prescribed in RC. Section 3735.671(E).

4. The County agrees that as to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an "Owner" under the CRA Agreement, and (b) in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Property Owner) to the CRA Agreement.

5. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 20 thereof, addressed as follows:

Unam Corporation
1000 Wiegand Boulevard
Lawrenceville, Georgia 30043
Attention: Bobby Herring
Telephone: (770) 338-5163

EXHIBIT A
TO ASSIGNMENT AND ASSUMPTION AGREEMENT
Copy of CRA Agreement
(attached hereto)

(Copy of Exhibits available in the Commissioners' Economic Development Department until no longer of administrative value)

EXHIBIT B
TO ASSIGNMENT AND ASSUMPTION AGREEMENT
Copy of Instrument Conveying the Transferred Property
(attached hereto)

(Copy of Exhibits available in the Commissioners' Economic Development Department until no longer of administrative value)

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

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RESOLUTION NO. 21-886

IN THE MATTER OF APPROVING THE PROGRAM YEAR 2020 TARGET OF OPPORTUNITY PROGRAM CARES ACT COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) SUBRECIPIENT AGREEMENT WITH UNITED WAY OF DELAWARE COUNTY:

It was moved by Mr. Benton, seconded by Mrs. Lewis approve the CDBG-CV Subrecipient Agreement:

WHEREAS, on July 12, 2021, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 21-614, approving the PY2020 Target of Opportunity CARES Act (CDBG-CV) Program Grant Agreement between Delaware County and the Ohio Development Services Agency; and

WHEREAS, the Board wishes to carry out the approved CDBG-CV Program activities through a sub-award of the CDBG-CV grant to United Way of Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners, County of Delaware, State of Ohio, hereby approves the following Subrecipient Agreement with United Way of Delaware County:

**PY 2020 TARGET OF OPPORTUNITY CARES ACT PROGRAM (CDBG-CV)
SUBRECIPIENT AGREEMENT**

THIS AGREEMENT is entered into by and between Delaware County, Ohio, acting through its Board of County Commissioners, with its address at 91 North Sandusky Street, Delaware, Ohio 43015 (the "County"), and the United Way of Delaware County, with its address at 8999 Gemini Pkwy #100, Columbus, OH 43240 ("Subrecipient").

This Agreement is entered into based on the following representations:

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- A. Pursuant to the provisions of the Housing and Community Development Act of 1974, as amended, (the “Act”), and Public Law 116-36 Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”), the United States Department of Housing and Urban Development (“HUD”) has been authorized by the Congress of the United States to make grants to states for community and economic development to prevent, prepare for, and respond to coronavirus and has made available a grant to the State of Ohio through the Ohio Development Services Agency, Office of Community Development;
- B. The County is an eligible grantee under the Act and CARES Act and has received a grant award in the amount of \$396,900 (the “Grant Funds”) for the purpose of partnering with Subrecipient to employ three (3) individuals to administer housing assistance programs serving LMI persons within Delaware County, Ohio, including long-term housing assistance, emergency rental assistance, and eviction services (the “Program”);
- C. The County and the Subrecipient shall cooperate in implementing and administering the Program in accordance with the Act, the CARES Act, and other applicable laws, rules, regulations and policies, and the Program is further defined in, and shall be conducted in accordance with the County’s Grant Agreement, including all attachments, attached hereto and, by this reference, fully incorporated herein;
- D. Pursuant to section 307.85 of the Ohio Revised Code, the County may cooperate with other agencies or organizations, either private or governmental, in establishing and operating any federal program enacted by the congress of the United States and, for such purpose, may adopt any procedures and take any action not prohibited by the constitution of Ohio nor in conflict with the laws of this state;
- E. The Subrecipient is experienced and qualified in the administration of various federal programs similar to the Program authorized in the Act, and the County has the authority to distribute the CDBG-CV funds to the Subrecipient for administration of the Program upon the terms and conditions stated herein;

Therefore, in consideration of the foregoing representations, which are an integral part of this Agreement, the County and the Subrecipient agree to the following:

(1) LAWS, RULES, REGULATIONS, AND POLICIES

- a. Performance under this Agreement is subject to 2 C.F.R Part 200, entitled “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.” As a condition precedent of this Agreement, the Subrecipient shall submit to the County a Statement of Internal Controls (ICOFR) that is satisfactory to the Delaware County Auditor.
- b. This Agreement includes:
 - i. Provisions specifying a scope of work that clearly establishes the tasks that the Subrecipient is required to perform. The Scope of Work is included within the Grant Agreement attached hereto, which is, by this reference, fully incorporated herein.
 - ii. A provision specifying the financial consequences that apply if the Subrecipient fails to perform the minimum level of service required by the Agreement.
 - iii. A provision specifying that the Subrecipient may use CDBG-CV funds only for allowable costs as specified in the Grant Agreement.
 - iv. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the County.
- c. In addition to the foregoing, the Subrecipient and the County will be governed by all applicable State and Federal laws, rules and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(2) CONTACT

- a. The County’s Economic Development Specialist (“Program Manager”) will be responsible for enforcing performance of this Agreement’s terms and conditions and will serve as the County’s liaison with the Subrecipient. As part of his duties, the Program Manager will monitor and document Subrecipient performance.
- b. The contact information for the Program Manager for this Agreement is:

Zachary Dowley
Economic Development
Specialist
91 N. Sandusky Street
Delaware, Ohio 431015
zdowley@co.delaware.oh.us

- c. The name and address of the representative of the Subrecipient responsible for the administration of this Agreement is:

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United Way of Delaware County
Attn: Brandon Feller, President
PO Box 319
Delaware, OH 43015
bfeller@uwaydelaware.org

- d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(3) TERMS AND CONDITIONS

This Agreement, including the Grant Agreement attached hereto, contains all the terms and conditions agreed upon by the parties.

(4) EXECUTION; MODIFICATION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original. This Agreement may not be modified except by a written amendment signed by both parties.

(5) BONDING

The Subrecipient shall provide to the County evidence that it is bonded in a sufficient amount to secure faithful performance of its obligations under this Agreement and to cover any obligation of repayment of funding provided under this Agreement in the event repayment is required. Sufficiency shall, at a minimum, equal or exceed the total amount of CDBG-CV funds disbursed to the Subrecipient at any one time.

(6) PERIOD OF AGREEMENT

This Agreement shall be effective on September 13, 2021 and shall continue in force and effect until the Program is concluded, including final reporting and auditing, unless terminated earlier in accordance with the provisions of Paragraph (15) TERMINATION.

(7) FUNDING

- a. The County's performance and obligation to provide funds under this Agreement is contingent upon, and subject to, appropriation by the County's Board of Commissioners.
- b. The County shall provide a 1 time check to United Way of Delaware County for the balance of the CDBG-CV Grant Funds, totaling \$396,900 within 14 days of execution of this agreement by all parties.
- c. The Subrecipient may only use the CDBG-CV funds to provide wages, benefits, and equipment, as well as administrative expenses outlined in the proposal.
- d. The Subrecipient shall use interest income earned on the funds on eligible grant expenditures. The Subrecipient must track such earned interest income in accordance with Paragraph (10) AUDITS and must return any unused interest income to the County once the Program is concluded.
- e. The County's Program Manager shall reconcile and verify all funds received against all funds expended during the period of this Agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by Subrecipient.
- f. For the purposes of this agreement, the term "improper payment" means or includes: Any payment that does not pay for salary, benefits, equipment or administrative costs related to the three positions to be funded by the grant.
- g. The provisions of the CDBG-CV Grant Agreement shall govern the use of CDBG-CV Grant Funds, and any deviation therefrom shall be considered an improper use of funds.
- h. To receive Grant Funds, Subrecipient must provide job descriptions for the three positions to be funded by this grant to be approved by the Program Manager.

(8) RECORDS

- a. As a condition of receiving the CDBG-CV Grant Funds, and as required by applicable law, the County, the Delaware County Auditor, the Ohio Auditor of State, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Subrecipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
- b. The Subrecipient shall maintain all records related to this Agreement until such time as the Program has been fully audited and any findings have been resolved.

(10) AUDITS

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- a. In accounting for the receipt and expenditure of funds under this Agreement, the Subrecipient must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, "GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."
- b. The Subrecipient must track all interest income earned from the Grant Funds.
- c. When conducting an audit of the Subrecipient's performance under this Agreement, the County must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, "GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."
- d. If an audit shows that all or any portion of the Grant Funds were not spent in accordance with the conditions of and in strict compliance with this Agreement and the Act, the Subrecipient will be held liable for reimbursement to the County of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the County has notified the Subrecipient of such non-compliance.
- e. The Subrecipient must have all audits completed by an independent auditor acceptable to the Delaware County Auditor and the Ohio Auditor of State. The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the County no later than nine months from the end of the Subrecipient's fiscal year.
- f. The Subrecipient must send copies of reporting packages required under this paragraph directly to each of the following: the County Program Manager; the Delaware County Auditor; and the Ohio Auditor of State, if and as directed by the County.
- g. All CDBG-CV payments and reimbursements are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

(11) REPORTS

- a. The Subrecipient must provide the County with semi-annual reports and a close-out report. These reports must include all the information the Act requires for reporting of the current status and progress of the expenditure of CDBG-CV Grant Funds, in addition to any other information requested by the County.
- b. All reports must be provided to the Program Manager fifteen (15) days after the start of the month in which the report is due.
- c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever occurs first.
- d. The Subrecipient must provide additional Program updates or information that may be required by the County.

(12) MONITORING

In addition to reviews of audits conducted in accordance with paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by County staff, limited scope audits, or other procedures. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the County. In the event that the County determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the County to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Federal or State authorities. In addition, the County will monitor the performance and financial management by the Subrecipient throughout the period of this Agreement to ensure timely and proper completion of all tasks.

(13) LIABILITY

The Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the County, and agrees to be liable for, and indemnify and hold the County harmless against, any damages, costs, or expenses caused by such acts or omissions.

(14) DEFAULT

- a. If any of the following events occur ("Events of Default"), all obligations on the part of the County to reimburse payments will, if the County elects, terminate and the County has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the County may make reimbursements or partial reimbursements after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further reimbursement.
 - If any warranty or representation made by the Subrecipient in this Agreement or any previous agreement with the County is or becomes false or misleading in any respect, or if the Subrecipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the County and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
 - If material adverse changes occur in the financial condition of the Subrecipient at any time during the period of agreement, and the Subrecipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the County;

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- If any reports required by this Agreement have not been submitted to the County or have been submitted with incorrect, incomplete or insufficient information; or
- If the Subrecipient has failed to perform and complete on time any of its obligations under this Agreement.

(15) REMEDIES

If an Event of Default occurs, then the County may, after thirty (30) calendar days written notice to the Subrecipient and upon the Subrecipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (2) CONTACT herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend reimbursement of all or any part of a request for reimbursement;
- d. Require that the Subrecipient refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - iii. advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question, or
 - iv. require the Subrecipient to reimburse the County for the amount of costs incurred for any items determined to be ineligible, or
- f. Exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not stop the County from pursuing any other remedies in this Agreement or provided at law or in equity. If the County waives any right or remedy in this Agreement or fails to insist on strict performance by the Subrecipient, it will not affect, extend or waive any other right or remedy of the County, or affect the later exercise of the same right or remedy by the County for any other default by the Subrecipient.

(16) TERMINATION

- a. The County may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Subrecipient to permit access to any document, paper, letter, or other material subject to disclosure as required herein.
- b. The County may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Subrecipient with thirty (30) calendar days prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.
- d. In the event this Agreement is terminated, the Subrecipient will not incur new obligations for the terminated portion of this Agreement after they have received the notification of termination. The Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Subrecipient will not be relieved of liability to the County because of any breach of this Agreement by the Subrecipient. The County may, to the extent authorized by law, withhold reimbursement to the Subrecipient for the purpose of set-off until the exact amount of damages due the County from the Subrecipient is determined.

(17) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments will control, but only to the extent of the conflict or inconsistency.

(18) SUBCONTRACTING; SUBAWARDS

- a. Except for the retention of legal counsel to offer legal advice with respect to evictions and housing matters as a part of the Program, the Subrecipient shall not enter into any subcontracts for its obligations under this Agreement but shall directly administer the Program as set forth herein and in accordance with the Act and any regulatory guidance from the U.S. Department of Housing and Urban Development or the Ohio Development Services Agency.
- b. Subawards of the CDBG-CV Grant Funds shall be strictly prohibited.

(19) ADMINISTRATIVE EXPENSES

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- a. Administrative expenses shall be strictly limited to the purposes and amount set forth in the Grant Agreement.

(20) MANDATED CONDITIONS AND OTHER LAWS

- a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a County request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes will, at the option of the County and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the County from all its obligations to the Subrecipient.
- b. This Agreement must be construed under the laws of the State of Ohio, and venue for any actions arising out of this Agreement will be in the courts of Delaware County, Ohio. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision is null and void to the extent of the conflict, and is severable, but does not invalidate any other provision of this Agreement.
- c. Any power of approval or disapproval granted to the County under the terms of this Agreement will survive the term of this Agreement.
- d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
- e. The Subrecipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
- f. If the Subrecipient is allowed to temporarily invest any funds disbursed under this Agreement, they must use the interest earned or other proceeds of these investments only for the authorized use of CDBG-CV Grant Funds under the Act.
- g. Any balances of unobligated CDBG-CV funds are not authorized to be retained and must be refunded to the County immediately for recapture.

(21) LOBBYING PROHIBITION

- a. No funds or other resources received from the County under this Agreement may be used directly or indirectly to influence legislation or any other official action by a legislative body or any executive agency.
- b. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

(22) LEGAL AUTHORIZATION

The Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Subrecipient also certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement.

(23) NON-DISCRIMINATION

The Subrecipient hereby agrees that it will not discriminate against any applicant for financial assistance because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

(24) EQUAL OPPORTUNITY EMPLOYMENT

The Subrecipient hereby agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

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RESOLUTION NO. 21-887

IN THE MATTER OF APPROVING THE SECOND AMENDMENT TO THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND FORENSIC FLUIDS LABORATORIES, INC. FOR THE PURCHASE OF DRUG SCREENING LABORATORY SERVICES:

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

WHEREAS, the Director of Jobs & Family Services recommends approval of the following amendment with Forensic Fluids Laboratories, Inc.;

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NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following amendment to the contract with Forensic Fluids Laboratories, Inc. for drug screening laboratory services:

Second Amendment
To
Contract for the Purchase of
Confidential Drug Screening, Confirmation, and Reporting Services
Between
Delaware County Board of County Commissioners
and
Forensic Fluids Laboratories, Inc.

This Second Amendment of the Contract For The Provision of Confidential Drug Screening, Confirmation, and Reporting Services is entered into this 27th day of September, 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 Forensic Fluids Laboratories, Inc. (hereinafter "Provider") whose address is 225 Parsons Street, Kalamazoo, Michigan 49007 (hereinafter collectively the "Parties.).

WHEREAS, the Parties entered into the Contract for Confidential Drug Screening, Confirmation, and Reporting Services on December 16, 2019.

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

NOW THEREFORE, the Parties agree as follows:

- 1. The Parties agree to amend the Agreement to add the following Provisions:
A. The contract service period shall be extended through December 31, 2022.
B. The maximum amount payable pursuant to this contract shall be \$20,000 for the service period January 1, 2022 through December 31, 2022.

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 the 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. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

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RESOLUTION NO. 21-888

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

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

Supplemental Appropriations
22411604-5309 JFS Child Protection/Travel Mileage Reimbursements \$3,000.00
70161603-5301 FCFC General/Contracted Professional Services \$5,822.00
70161605-5342 FCFC System of Care/Medical and Health Related Services \$120,000.00

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

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24**RESOLUTION NO. 21-889**

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS ACCEPTING AND APPROVING THE PREVENTION, RETENTION AND CONTINGENCY PROGRAM FOR THE DEPARTMENT OF JOB AND FAMILY SERVICES PUBLIC ASSISTANCE PROGRAM:

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

WHEREAS, the Director of Jobs & Family Services recommends approval of the following Prevention, Retention and Contingency Program;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Prevention, Retention and Contingency Program:

**Prevention, Retention, Contingency
Effective
October 1, 2021- September 30, 2023**

1. Purpose:

- a. The Prevention, Retention, Contingency (PRC) program is a special category of assistance offered by Delaware County Department of Job and Family Services (DCDJFS). It is designed to help people overcome immediate barriers to achieving or maintaining self-sufficiency and personal responsibility, thereby preventing the need for ongoing public assistance. PRC is meant to assist a family through a presenting crisis and not to maintain a family when long term financial expenses exceed the ability of the family to meet those obligations. The main objectives of providing PRC assistance are to prevent loss of paid employment or eliminate a barrier in securing employment; to provide temporary assistance when the retention of a job is in jeopardy due to an unexpected crisis; and to meet a presenting contingency (unforeseen event that, if not satisfied threatens the safety, health or wellbeing of one or more family members).
- b. PRC client services or contract services indicated throughout this PRC plan meets one or more of the TANF Goals indicated below:
 - i. Assisting needy families so that children can be cared for in their own homes;
 - ii. Reducing the dependency of needy parents by promoting job preparation, work and marriage;
 - iii. Preventing out-of-wedlock pregnancies; and
 - iv. Encouraging the formation and maintenance of two-parent families.

2. Voter Registration:

- a. In accordance with section 329.051 of the ORC, the DCDJFS makes available a voter registration application to persons applying for or participating in the PRC program. This is also applicable to those entities with whom the county contracts. Contracted agencies can provide the completed voter registration forms to the DCDJFS.

3. PRC Services Are:

- a. Are services that have no direct monetary value to an assistance group and do not involve implicit or explicit income support; and/or
- b. Are short term financial assistance which is limited to the amount actually required to meet an emergent need, up to the maximum payment standard;
- c. After the emergent need is met with PRC funds, the family must be able to meet their ongoing needs;
- d. Are services that help families through a presenting crisis that interferes with keeping or getting a job;
- e. Meet unexpected infrequent emergencies that could not be avoided;
- f. Divert families from applying for cash assistance;
- g. Are available within a 12-month period from the month of application up to the maximum allowable service.

4. PRC Services Are Not:

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- a. Ongoing cash assistance;
- b. For repetitive delinquent payments of the same crisis... i.e. continual utility shut offs and eviction notices; and/ or
- c. An entitlement (Services and/or financial assistance are not guaranteed); and/ or
- d. Available categorically. Recipients of other public assistance programs such as Ohio Works First (OWF), Food Assistance, SSI and/or Medicaid are not automatically eligible for PRC.

5. Eligibility:

- a. The PRC program is intended to meet infrequent emergencies of a legitimate nature that could not have been avoided by any other means available to the applicant.
- b. Eligibility for PRC is dependent upon the PRC Assistance Group's (AG's) demonstration and verification of the need for financial assistance and/or services, and whether the county determines that a provision of PRC will satisfy the need and whether or not the family has the ability to meet their ongoing needs. Eligibility will be carefully evaluated on a case-by-case basis. Immediate needs and whether or not the PRC program can be of benefit to meet said need will be determined by DCDJFS.

6. Other Eligibility Requirements:

- a. Applicants must meet one of the Assistance Group definitions.
- b. PRC AG household must reside in Delaware County at the time of application.
- c. PRC AG members must be citizens or meet the OWF qualified alien requirements in OAC rule 5101:1-2-30.
- d. Income for the PRC AG must be at or below the current 200% of the Federal Poverty Guidelines (FPG).
- e. Families receiving assistance under other DCDJFS programs may receive PRC assistance as long as they are participating and cooperating with all OWF and Food Assistance requirements (i.e., cooperating with Child Support Enforcement Agency, participating and following an OWF/FAET work activity component, fulfilling their self-sufficiency contract).

7. Assistance Group Definition:

- a. PRC is only available to five specific assistance groups. The definition of each is as follows:
 - i. PRC benefits and services are available to a family assistance group (AG) which includes a minor child or pregnant individual.
 - ii. PRC benefits and services are also available to a non-custodial parent who is regularly meeting his/her court ordered support obligation for a minor child. The non-custodial parent must be working no less than 30 hours per week. In this situation, the PRC AG will consist of the non-custodial parent, his/or her spouse, plus the child(ren) for whom the non-custodial parent is paying support. The income of all PRC AG members will be used in determining eligibility under this provision.
 - iii. An eligible family may also consist of a minor child residing with a parent, caretaker relative, legal guardian, or legal custodian and other family members of the household (who may or may not be related to the minor child) who may significantly enhance the family's ability to achieve economic self-sufficiency.
 - iv. "Minor child" as defined in 45 CFR 260.30 means an individual who:
 1. Has not attained eighteen years of age; or
 2. Has not attained nineteen years of age and is a full-time student in a secondary school (or the equivalent level of vocational or technical training).
 - v. An eligible family may also consist of related or non-related adults. These adults would be included in determining the household size and their income and resources would be included when determining eligibility.

8. Income/ Budgeting Period:

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- a. All earned and unearned income received by any PRC AG member within a 30-day budget period, is considered in determining financial need with the exception of the earnings of a minor child. The 30-day budget period begins 30 days prior to the date of application and ends on the application date. The gross income received during this time period is used in the computation of financial eligibility. This includes all gross income, both earned and unearned of the PRC AG members. The only allowable deduction from the countable income is legally obligated child support payments paid via a wage withholding by a member of the PRC AG to or for a non-household member. This wage withholding must be verified.
- b. The following are examples of earned income that must be counted in the 30-day budget period. These are examples only and are not meant to be an all-inclusive list:
 - i. Earnings from work as an employee;
 - ii. Earnings from Self Employment (computed using the last 30 days of income. Self-employment income is to be computed based on TANF rules);
 - iii. Strike benefits;
 - iv. Training allowance; and
 - v. Tax returns.
- c. The following are examples of unearned income that must be counted in the 30-day budget period. These are examples only and are not meant to be an all-inclusive list:
 - i. RSDI, SSI Benefits;
 - ii. Alimony and Child Support;
 - iii. Veteran Administration Benefits;
 - iv. Workers' Compensation Benefits;
 - v. Unemployment benefits;
 - vi. Pension and Retirement Benefits;
 - vii. Strike Benefits;
 - viii. Investment Income;
 - ix. Rental Income; and
 - x. OWF.
- d. The following are examples of excludable income:
 - i. (A) Child support payment distributions made by the Ohio department of job and family services (ODJFS) pursuant to division (C) of Section 1 of Am. S.B. 170 of the 124th General Assembly (10/25/2001).
 - ii. (B) All income that is federally excluded in the determination of eligibility for federal needs-based programs. Federally excluded income includes the income sources identified in paragraphs (C) and (D) of this rule.
 - iii. (C) Drug discounts and transitional assistance received under the Medicare Prescription Drug, Improvement, and Modernization Act, at Section 1860D-31(g)(6) of the Social Security Act (12/08/2003). The language in Section 1860D-31(g)(6) of the Social Security Act states that the availability of negotiated prices or transitional assistance under this section shall not be treated as benefits or otherwise taken into account in determining an individual's eligibility for, or the amount of benefits under any other federal program.
 - iv. (D) Monetary allowances paid under Section 401 of the Veteran's Benefits and Health Care Improvement Act of 2000, effective December 1, 2000. Payments authorized and made by the veteran's administration (VA) to provide certain benefits, including a monthly monetary allowance for children with covered birth defects who are the natural children of women veterans who served in the republic of Vietnam from February 28, 1961 through May 7, 1975.
- e. Written or verbal verification from the income source is required. Any verification that is obtained by phone must be dictated clearly in the PRC AG case record to include the following:

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- i. The name and position of the individual supplying the information;
- ii. The date the verification was obtained;
- iii. The amount of the verified income; and
- iv. The name of the individual who obtained the verification.

9. Resources:

- a. A PRC applicant is encouraged to explore and utilize any program, benefit, or support system which may reduce or eliminate the presenting need. County personnel determining eligibility for PRC should be aware of community resources which may be contracted for or otherwise utilized to help meet the need.

10. Ineligible Assistance Groups/ Applicants:

- a. Fugitive felons, probation and/or parole violators;
- b. AG's which include individuals who are under a disqualification and are ineligible to participate in the OWF or Food Assistance programs;
- c. Unmarried, non-graduate minor parent, with a child more than 12 weeks old, and not attending high school or participating in activities aimed at enabling the teen to receive an equivalency degree;
- d. Unmarried minor parent or pregnant minor not living in an approved adult supervised setting;
- e. Individuals found to have fraudulently misrepresented residence in order to obtain assistance;
- f. PRC AG's which consist of a household member that is currently serving a sanction or penalty period from any public assistance program, unless the requested service is for vehicle repair to assist a sanctioned PRC AG member in gaining or retaining employment;
- g. AG who has not signed a repayment agreement for an existing over payment in Delaware County;
- h. AG's which include individuals who are not current on the repayment of an existing overpayment(s) in Delaware County;
- i. AG's with fraudulent (IPV) overpayments for OWF and PRC assistance – must have these overpayments paid in full to be eligible for PRC funds. Eligibility cannot be authorized until it is verified that the fraudulent overpayment is paid in full. If payment is made by a personal check – authorization of PRC funds can't occur until it is verified that the personal check has cleared and not returned as non-sufficient funds;
- j. An AG who has not made a payment towards their rent, utility in the last 4 months. Payments made by another organization do not meet this requirement;
- k. Non-citizens or individuals who do not meet the OWF qualified alien requirements in OAC rule 5101:1-2-30; and
- l. Illegal aliens and/or aliens not authorized to work.

11. Application Process:

- a. A PRC application must be completed;
- b. All providers of services for PRC purposes must be willing to accept a voucher from DCDJFS.

12. Approval/ Denial Process:

- a. The county is responsible for using objective criteria when determining eligibility. Eligibility should be approved or denied within 30 days. In order to meet the 30-day requirement, applicants must provide all necessary verifications. Failure to provide verifications within the 30 days or meet eligibility criteria may result in the PRC application being denied. Eligibility will be carefully evaluated on a case-by-case basis in a fair and equitable manner.
- b. A PRC application may also be denied when it is documented by DCDJFS that no attempt by the applicant has been made to prevent a reoccurrence of an emergent need unless the PRC applicant has experienced an extraordinary circumstance or expenses.

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13. Misuse of PRC Funds:

- a. Any PRC funds issued inappropriately or incorrectly, based on misrepresentation of facts or a situation by the applicant will be considered an overpayment of funds and will be referred to the Benefit Recovery Unit for recoupment.

14. Comprehensive Case Management and Employment Program (CCMEP) Eligible/ Potentially Eligible Applicants:

- a. Applicants ages 14-24 will be referred to the CCMEP case workers after their application is processed for approval or denial;
- b. Enrollment into CCMEP is not required; and
- c. CCMEP participants may still be potentially eligible for PRC while enrolled in CCMEP if CCMEP supportive services funds are fully expended.

15. Amounts and Types of Assistance:

PRC payments are limited to the amount actually required to meet the need in a 12-consecutive month period of eligibility, unless specifically stated elsewhere in this PRC policy. PRC funds issued in any other county within the 12-month period prior to application will be counted toward the maximum allowable service.

16. Authorization:

- a. Once eligibility for PRC is established a DCDJFS employee will authorize and generate payment for the assistance, goods, and/or services. Authorization may occur at any time during a period beginning on the date that PRC is approved. As long as payment is authorized within the appropriate period, actual payment may be made to vendors according to the procedures established in the DCDJFS procurement plan. All PRC payments are made by DCDJFS to the vendor. DCDJFS must ensure that its policies meet all auditing requirements.

17. Approval or Denial:

- a. If it is determined that an application for PRC is approved, the DCDJFS shall mail or otherwise deliver the ODJFS 4074, Notice of Approval of Your Application for Assistance. If it is determined that an application for PRC is denied, DCDJFS shall mail or otherwise deliver the ODJFS 7334, Notice of Denial of Your Application for Assistance.
- b. DCDJFS agree to implement the Prevention, Retention Contingency Plan as written above.

Chapter 1: Family Strengthening and Preservation Services: TANF Goal #1

FAMILY STRENGTHENING and PRESERVATION SERVICES	NEEDED VERIFICATIONS	CAP	ASSISTANCE GROUP
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<p>PRC payments may be issued for supportive services to assist at-risk individuals; needy families so that children may be cared for in their own home or in the home of a relative; needy parents to end dependence on government benefits, reduce out-of-wedlock pregnancies, promote job preparation, work, and marriage; and to one-parent families to encourage the formation of two-parent households.</p> <p>Family Preservation and Reunification Services:</p> <ul style="list-style-type: none"> • Respite Care • Emergency Shelter • Shelter Assistance • Parenting Education • School Fees • Supportive Services 	<p>Verification of income or written, signed, dated self-declaration statement of previous 30 days income for the Assistance Group.</p> <p>Completed PRC application</p> <p>Referral from Protective Services is required for all services in this scope.</p>	<p>\$2,500 per family, per 12 months.</p>	<p>Specified relative w/minor child(ren)</p> <p>Pregnant Woman</p> <p>Legal custodian/guardian w/minor child(ren)</p> <p>Child only</p> <p>Non-custodial parent if the non-custodial parent resides in Delaware County and is regularly meeting his/her court ordered support obligation for a minor child or fully cooperating with CSEA. The child may reside out of county or if the child is in care of DCDJFS</p> <p>Note: Services may be provided to non-Delaware County residents if that household has an active case with Delaware PCSA</p>
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Chapter 2: Diversion/Contingency Services: TANF Goal #1

DIVERSION/CONTINGENCY SERVICES	NEEDED VERIFICATIONS	CAP	ASSISTANCE GROUP
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<p>Contingency Services (defined as): Emergent needs that inhibit employment or threaten the health and/or safety of children to the extent that it prohibits them from being cared for in their own home. Emergent needs must be determined by DCDJFS</p> <p>Utility Assistance/ Payments to prevent shut off or to reconnect</p> <ul style="list-style-type: none"> • Electric • Natural Gas • Propane (must be verified that there is less than a 10-day supply) • Fuel Oil (must be verified that there is less than a 10-day supply) • Water & Sewage <p>Applicant must apply for HEAP and PIP (when program is available) and follow through with the application process, before PRC Services can be rendered for utility assistance. PRC funds will not be used to pay PIP arrears.</p>	<p>Completed PRC application</p> <p>Proof of income for the 30 days prior to the date of application</p> <p>Budget form (Applicant’s ability to pay on-going utility will be reviewed when determining eligibility for this service)</p> <p>Original disconnect notice</p> <p>The household must have made at least one payment on that utility bill within the 90 days prior to the date of application and the total payment(s) made must be equal to a minimum of 10% of the amount needed to prevent disconnect or to reconnect the service.</p> <p>Bill must be in a current household members name.</p>	<p>\$1,500 per 12-month period</p>	<p>Specified relative w/minor child(ren)</p> <p>Legal custodian/guardian w/minor child(ren)</p> <p>Pregnant woman</p> <p>Non-custodial parent if the non-custodial parent resides in Delaware County and is regularly meeting his/her court ordered support obligation for a minor child or fully cooperating with CSEA. The child may reside out of county.</p>
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Chapter 3: Housing and Repair: TANF Goal #1

HOUSING SHELTER SERVICES	NEEDED VERIFICATIONS	CAP	ASSISTANCE GROUP
<p>Shelter Assistance: Rent and/or Rent Deposits Deposits will only be paid if due in the month of application. Assistance cannot be provided for any month greater than 6 months prior to the date of application.</p> <p>Emergency Shelter /Temporary Shelter</p> <p>Appliance Repair/Replacement/Purchase (Appliance choice is at the agency’s discretion)</p> <p>Home repair or replacements if required to ensure health and safety needs including, but not limited to:</p> <ul style="list-style-type: none"> • Structure repair • Repair or purchase of furnace, air conditioning or water heater <p>For housing repair: Applicant</p>	<p>Completed PRC application</p> <p>Proof of income for the 30 days prior to the date of application</p> <p>Budget form (Applicant’s ability to pay on-going rent will be reviewed when determining eligibility for this service)</p> <p>Note: payment history by agency(s) and/or household will be considered when determining ongoing ability to pay.</p> <p>Statement from the landlord as to amount needed to prevent eviction or amount needed to move in if homeless, a payment history of a min of 6 months if applying for past due rent and verification that the landlord will accept a county voucher if the AG is approved. (use agency form)</p> <p>HH must have made at least 1 payment on the rent obligation that is past due; the total payment(s) must be equal to a min of 10% or \$100, whichever is lower.</p> <p>Emergency Shelter /Temporary Shelter Proof of homelessness (ex. Statement from a shelter, collateral contact, or self-declaration)</p>	<p>\$2,500 per family, per 12 months.</p>	<p>Specified relative w/minor child(ren)</p> <p>Legal custodian/guardian w/minor child(ren)</p> <p>Pregnant woman</p> <p>Non-custodial parent if the non-custodial parent resides in Delaware County and is regularly meeting his/her court ordered support obligation for a minor child or fully cooperating with CSEA. The child may reside out of county.</p>

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<p>must apply for CHIP (when program is available) and submit approval/ denial verification before PRC Services can be explored. Applicant must verify ownership of property.</p>	<p>Appliance repairs will be authorized prior to replacement. AG must provide verification that they are responsible for the repair or replacement of the appliance.</p> <p>(1) written estimate from a licensed service provider for home repairs</p>		
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Chapter 4: Disaster Services: TANF Goal #1

DISASTER SERVICES	NEEDED VERIFICATIONS	CAP	ASSISTANCE GROUP
<p>Declared by Federal Government, State Government, or County Commissioners. (Other individual disasters such as house fire, flood, etc. may also be considered).</p> <p>Immediate emergency disaster-caused needs necessary to resume normal daily activities independently. "Immediate" is defined as an event that occurred no earlier than 30 days prior to the date of application.</p> <p>All assistance is based on verified disaster-caused needs.</p> <p>Shelter Assistance</p> <ul style="list-style-type: none"> • Rent • Rent deposits • Emergency shelter/temporary shelter • Payment of moving expenses <p>Utility Assistance</p> <ul style="list-style-type: none"> • Payments to prevent shut off • Payment for initial hook-up • Purchase of bulk fuel • Installation or repair of telephone • Purchase or replace essential household contents / Personal Items (item eligibility determined by DCDJFS) • Essential clothing for members of Assistance Group • Essential non-consumable products, excluding tobacco and alcohol (item eligibility determined by DCDJFS) <p>Home repair or replacements if required to ensure health and safety needs including, but not limited to:</p> <ul style="list-style-type: none"> • Structure repair • Appliances or fixture repairs/replacement • Repair or purchase of furnace, air conditioning or water heater 	<p>Completed PRC Application</p> <p>Proof of income for the 30 days prior to the date of application</p> <p>Statement from the landlord with amount needed and agreement to accept voucher payment.</p> <p>Disconnect notice and original utility bill</p> <p>(1) written estimate for personal items, household items and repairs</p> <p>The disaster must have occurred within the 30 days prior to the date of application.</p>	<p>\$750.00 per Assistance Group, per episode of disaster</p>	<p>Specified relative w/minor child(ren)</p> <p>Legal custodian/guardian w/minor child(ren)</p> <p>Pregnant woman</p> <p>Non-custodial parent if the non-custodial resides in Delaware County and is regularly meeting his/her court ordered support obligation for a minor child or fully cooperating with CSEA. The child may reside out of county.</p>

Chapter 5: Subsidized Employment Program (SEP): TANF Goal #2

SUBSIDIZED EMPLOYMENT PROGRAM (SEP)	NEEDED VERIFICATIONS	CAP	ASSISTANCE GROUP
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<p>Enable low income TANF-eligible Delaware County residents to gain valuable work experience while earning a paycheck to help meet basic needs</p> <p>Offer individuals the opportunity to develop work experience and have a current reference from an employer, demonstrating success in a workplace environment.</p> <p>As paid employees, participants pay into the Social Security system and may qualify for Tax Credits, leading to increased long-term economic security.</p>	<p>Completed PRC Application</p> <p>Proof of income for the 30 days prior to the date of application</p> <p>Employer Information and Application</p> <p>Completed Training Plan</p>	<p>Up to 50% not to exceed \$8,000 over a four (4) month period for reimbursement of wages to the employer</p>	<p>Specified relative w/minor child(ren)</p> <p>Legal custodian/guardian w/minor child(ren)</p> <p>Pregnant woman with no other minor children</p> <p>Non-custodial parent if the non-custodial parent resides in Delaware County and is regularly meeting his/her court ordered support obligation for a minor child or fully cooperating with CSEA. The child may reside out of county</p>
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Chapter 6: Youth Summer Employment Program: TANF Goals #1 and #2

YOUTH SUMMER EMPLOYMENT PROGRAM	NEEDED VERIFICATIONS	CAP	ASSISTANCE GROUP
<p>This program will operate from May 1st to September 30th</p> <p>Other services which are offered by the employer to the participants including:</p> <ul style="list-style-type: none"> • Work related items (uniforms, tools, licenses, certifications etc.) • Transportation costs to and from work site <p>At the conclusion of the TANF Summer Youth Employment Program, eligible participants shall be notified of and given the opportunity to volunteer to participate in CCMEP, if determined appropriate.</p>	<p>Completed PRC application.</p> <p>TANF eligibility verification</p> <p>Proof of income for the 30 days prior to the date of application</p> <p>Have an ohioeansjobs.com account</p> <p>Parental consent</p>	<p>\$10.00/ hour Not to exceed 4 months</p>	<p>The types of youth that may be served are:</p> <ul style="list-style-type: none"> • Youth age 14-18, enrolled in secondary school, as long as the youth is in an income eligible family and in school. • The youth may be a non-custodial parent as long as they are income eligible and have a minor child

Chapter 7: Vehicle Repairs: TANF Goal #2

TRANSPORTATION SERVICE OR BENEFIT	NEEDED VERIFICATIONS	CAP	ASSISTANCE GROUP
<p>Provide employment, education, and job search-related transportation services.</p> <p>Reasonable cost of parts and labor to repair vehicle for travel to/from employment or training.</p> <ul style="list-style-type: none"> • For employment of at least 20 hours per week. (If less than 20 hours per week, must be actively seeking full-time employment) (If unable to work full-time, verification is necessary for exemption) • Or for full-time training that leads to employment. • Or an individual actively seeking employment <p>It is the intent of the program to assist low-income families with unexpected vehicle repair expenses,</p>	<p>Completed PRC application</p> <p>Proof of income for the 30 days prior to the date of application.</p> <p>Proof of current ownership/registration of the vehicle at the time of application.</p> <p>Proof of current driver's license and auto insurance.</p> <p>Have no other working vehicles titled to the assistance group unless the other vehicles are being used for employment or education.</p> <p>Have at least one (1) estimate.</p> <p>Application must be approved before service is completed.</p> <p>Vehicle must be operable after repair.</p> <p>Car repairs performed through a</p>	<p>\$2,500 per 12-month period.</p> <p>Auto insurance only- two (2) month limit. Must be paid at one time</p>	<p>Specified relative w/minor child(ren)</p> <p>Legal custodian/guardian w/minor child(ren)</p> <p>Pregnant woman with no other minor children</p> <p>Non-custodial parent if the non-custodial parent resides in Delaware County and is regularly meeting his/her court ordered support obligation for a minor child or fully cooperating with CSEA. The child may reside out of county.</p>

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<p>not expected regular maintenance. Therefore, services that would be considered “regular maintenance” (such as oil changes, windshield wipers, light bulbs, etc.) will not be covered unless required as the result of another necessary repair. Necessary repairs are those needed to ensure the vehicle becomes safe and operational.</p> <p>The cost of the repair cannot be more than the value of the vehicle. Ex: cannot repair a totaled vehicle.</p> <p>State minimum Vehicle Insurance Coverage</p>	<p>licensed, qualified mechanic or other agency-approved vendor.</p> <p>For car repairs for individuals actively seeking employment- must create an account on www.ohiomeansjobs.com</p> <p>Vehicle insurance - subject to new/ ongoing policy or quote.</p>		
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Chapter 8: Employment and Training (Employment Readiness) Services: TANF Goal #2

Employment and Training (Employment Readiness) Services	NEEDED VERIFICATIONS	CAP	ASSISTANCE GROUP
<p>PRC may be used for employment and training (post-secondary) activities to develop the workforce of Delaware County. Targeted individuals include unemployed and underemployed individuals.</p> <p>Training Services</p> <ul style="list-style-type: none"> • Tuition (Four (4) quarter/ semester limit) • Fees • Books/supplies/uniforms • Testing fees (1 retake) <p>Employment Services</p> <ul style="list-style-type: none"> • Clothing or uniforms for work • Safety equipment such as shoes or glasses • Job interview attire • DCT, if customer does not have own transportation (or on demand service if DCT cannot transport) • Driver’s licenses & birth certificates can be covered for eligible AG members (one (1) time per applicant in their lifetime) <p>Mileage Reimbursement</p> <ul style="list-style-type: none"> • At the county rate <p>Tools or equipment required for employment</p> <ul style="list-style-type: none"> • Need verified by employer. 	<p>Completed PRC application</p> <p>Training for “in demand field” with “in demand” determined by agency</p> <p>School/ educational fees: Verification from school</p> <p>Invoice</p> <p>Application must be approved before training starts</p>	<p>\$7,000/ 12-month period</p>	<p>Specified relative w/minor child(ren)</p> <p>Legal custodian/guardian w/minor child(ren)</p> <p>Pregnant woman with no other minor children</p> <p>Non-custodial parent if the non-custodial parent resides in Delaware County and is regularly meeting his/her court ordered support obligation for a minor child or fully cooperating with CSEA. The child may reside out of county.</p>

Chapter 9: Vehicle Fuel Assistance: TANF Goal #2

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VEHICLE FUEL ASSISTANCE BENEFIT	NEEDED VERIFICATIONS	CAP	ASSISTANCE GROUP
<p>To provide assistance with the purchase of vehicle fuel for employment only (travel to/from worksite and home).</p> <p>*Fuel Vouchers/ Checks will be issued One (1) time per eligible household member per 12-month period.</p> <p>Mileage to/from employment worksite will be calculated at the current county reimbursement rate, times the mileage from home, to work, and back home, times the number of trips. (not to exceed \$100 per month / per person). Voucher(s)/ checks will be issued based upon this calculation. Ex: .40/ mile x 20 miles (10 miles to work+10 miles home) x 10 (#of trips before the first pay)</p> <p>Fuel check amounts will vary based upon the determined need of each individual applicant. Each employed member of household over age 16 is eligible.</p> <p>Applicants are not eligible if already reimbursed for travel by their employer or provided this benefit through another assistance program.</p>	<p>Completed PRC application.</p> <p>Proof of income for the 30 days prior to the date of application.</p> <p>Verification of Employment.</p> <p>Completed W9 for applicant.</p> <p>Employment must be at least 20 hours per week earning at least minimum wage. Benefit may be received prior to start-date of employment if verified by agency.</p>	<p>One (1) time per 12-month benefit.</p> <p>\$100 per person.</p>	<p>Specified relative w/minor child(ren)</p> <p>Legal custodian/guardian w/minor child(ren)</p> <p>Pregnant woman with no other minor children</p> <p>Non-custodial parent if the non-custodial parent resides in Delaware County and is regularly meeting his/her court ordered support obligation for a minor child or fully cooperating with CSEA. The child may reside out of county.</p>

Chapter 10: Employment Retention: TANF Goal #2

EMPLOYMENT RETENTION BENEFIT	NEEDED VERIFICATIONS	CAP	ASSISTANCE GROUP
<p>To provide Employment Retention benefits to employed individuals.</p> <p>Retention benefits are awarded as an incentive for participants to maintain continuous full-time employment. Benefits are issued on the following schedule:</p> <ol style="list-style-type: none"> \$200 employment retention bonus after 30 days of verified continuous full-time employment. \$300 employment retention bonus after 60 days of verified continuous full-time employment. \$500 employment retention bonus after 120 days of verified continuous full-time employment. <p>Total: \$1,000 employment retention bonus</p> <p>Full-Time employment defined as at least 32 hours per week earning at least minimum wage at one individual employer. Continuous employment defined as no more than 5 days between active employment. For new, full-time employment (within 30 days prior to date of application). No retroactive benefits are available. Benefits start from date of application forward. Ex: job starts 1-1 and the PRC application is</p>	<p>Completed PRC application</p> <p>Proof of income for the 30 days prior to the date of application.</p> <p>Verification of new full-time employment.</p> <p>Verifications of continuous full-time employment for issuance of 2nd and 3rd steps.</p>	<p>\$1,000 per individual per lifetime cap</p> <p>Multiple individuals per assistance group may receive benefit.</p>	<p>Specified relative w/minor child(ren)</p> <p>Legal custodian/guardian w/minor child(ren)</p> <p>Pregnant woman with no other minor children</p> <p>Non-custodial parent if the non-custodial parent resides in Delaware County and is regularly meeting his/her court ordered support obligation for a minor child or fully cooperating with CSEA. The child may reside out of county.</p>

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completed 1-15. The 30-day clock starts the date of the app not the date of the job start. Applicants are not eligible if already provided this benefit through another assistance program.			
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Chapter 11: Kinship Caregiver Program: TANF Goal #1

KINSHIP CAREGIVER PROGRAM SERVICES	NEEDED VERIFICATIONS	CAP	ASSISTANCE GROUP
<p>These services are intended to provide the following relief of childcare functions to kinship providers:</p> <p>Supportive Services/ stabilization to maintain kinship placement. (may include up to four (4) months of childcare services)</p> <p>To be eligible for any of these services, Kinship Caregivers must be a specified relative, a legal guardian, or a legal custodian.</p> <p>Eligible child must be no older than 13 unless the child meets the definition of special needs pursuant to paragraph (u) of the rule 5401:2-16-01 of the administrative code and may remain eligible until they turn eighteen.</p> <p>The assistance group must inform the agency within ten (10) days if the child no longer resides with the kinship caregiver.</p>	<p>Completed PRC application.</p> <p>Proof of income for 30 days prior to the date of application for child only.</p>	<p>\$2,000 per child (excluding childcare)</p>	<p>Child Only</p> <p>Does not include a nonrelative adult having a familiar and long-standing relationship with the child/family.</p>
<p>These services are intended to provide the following relief of childcare functions to kinship providers:</p> <p>Childcare expenses</p> <p>Eligible child must be no older than 13 unless the child meets the definition of special needs pursuant to paragraph (u) of the rule 5401:2-16-01 of the administrative code and may remain eligible until they turn eighteen.</p> <p>Childcare expenses may be paid directly to a DCDJFS licensed child care provider or non-licensed childcare provider of the kinship caregivers choice.</p> <p>The assistance group must inform the agency within ten (10) days if the child no longer resides with the kinship caregiver.</p>	<p>Completed PRC application.</p> <p>Income for all assistance group members.</p> <p>Proof of income for 30 days prior to the date of application.</p> <p>Proof of eligible activity (ex: employment, training)</p>	<p>Reimbursement rate may not exceed the maximum established for the Publicly Funded Child Care Program.</p>	<p>Kinship caregiver, child, and anyone else in the public assistance group.</p> <p>Does not include a nonrelative adult having a familiar and long-standing relationship with the child/family.</p>

Chapter 12: Wraparound Services: TANF Goal #1

WRAPAROUND SERVICES	NEEDED VERIFICATIONS	CAP	ASSISTANCE GROUP
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<p>Available services provided by Delaware County Family & Children First Council (FCFC)</p> <p>Basic Service Coordination (\$1,000 cap) Broad-based, youth and family-driven, cross system (team) planning process by which resources and supports are coordinated to determine the least restrictive plan of success for the youth and family. Team meetings are facilitated by FCFC staff during this process.</p> <p>Intensive High-Fidelity Wraparound (\$1,500 cap) Evidence-based intensive planning and facilitation process, utilizing a comprehensive team to develop a uniquely designed helping plan based on the youth and family's needs, and is inclusive of uniquely designed resources linked to youth and family strengths. High fidelity Wraparound is provided for youth and families with complex intensive multiple needs across multiple systems. In addition to facilitating team meetings, FCFC staff also develop and implement individualized strength-based plans for the youth and family.</p>	<p>Completed PRC application</p> <p>Proof of income for the 30 days prior to the date of application.</p> <p>After approval, an invoice must be received from FCFC verifying the receipt of Basic Service Coordination and/or Intensive Wraparound services.</p>	<p>\$2,500 per family, per 12 months</p>	<p>Specified relative w/minor child(ren)</p> <p>Legal custodian/guardian w/minor child(ren)</p> <p>Child Only</p> <p>Non-custodial parent if the non-custodial parent and/or the child resides in Delaware County and is regularly meeting his/her court ordered support obligation for a minor child or fully cooperating with CSEA. The child may reside out of county. Or if the child is in the care of DCDJFS.</p>
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Chapter 13: In-School Readiness: TANF Goal #1

IN-SCHOOL READINESS	NEEDED VERIFICATIONS	CAP	ASSISTANCE GROUP
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<p>Vouchers to assist families with purchasing school clothes, supplies, shoes etc. for children/ students to promote school engagement and truancy prevention.</p> <p>Based on availability of funds and access to a vendor who will accept a voucher.</p>	<p>Completed PRC application.</p> <p>Proof of income for the 30 days prior to the date of application.</p> <p>Verification of student grade level.</p>	<p>\$200 (per child) voucher</p>	<p>OWF assistance groups or TANF eligible assistance groups with school aged children (K-12) attending a school outside of the home.</p> <p>The AG must meet all other PRC requirements – recipient of public Assistance (OWF, Cash Assistance, Food Assistance, or Medicaid) or have a family income below 200% of poverty. Assistance groups currently sanctioned or serving a fraud penalty are not eligible for PRC.</p> <p>Applications will be accepted on a first come first serve basis up to the point of available funding. When funding has been maximized, applications will be denied regardless of eligibility.</p>
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Chapter 14: Employment Incentive Program (EIP): TANF Goal #2

EMPLOYMENT INCENTIVE PROGRAM (EIP)	NEEDED VERIFICATIONS	CAP	ASSISTANCE GROUP
<p>To provide Employment Retention benefits to employed individuals.</p> <p>Retention benefits are awarded as an incentive for participants to maintain continuous full-time employment. Benefits are issued on the following schedule:</p> <ol style="list-style-type: none"> \$200 employment retention bonus after 30 days of verified continuous full-time employment. \$300 employment retention bonus after 60 days of verified continuous full-time employment. \$500 employment retention bonus after 120 days of verified continuous full-time employment. <p>Total: \$1,000 employment retention bonus</p> <p>Full-Time employment defined as at least 32 hours per week earning at least minimum wage at one individual employer. Continuous employment defined as no more than 5 days between active employment. For new, full-time employment (within 30 days prior to date of application). No retroactive benefits are available. Benefits start from date of application forward. Ex: job starts 1-1 and the PRC application is completed 1-15. The 30-day clock starts the</p>	<p>Completed PRC application</p> <p>Proof of income for the 30 days prior to the date of application.</p> <p>Verification of new full-time employment.</p> <p>Verifications of continuous full-time employment for issuance of 2nd and 3rd steps.</p>	<p>\$1,000 per individual per lifetime cap</p> <p>Multiple individuals per assistance group may receive benefit but limited to \$1,000 per individual.</p>	<p>Individual losing OWF, SNAP, and Medicaid eligibility due to gaining full-time employment.</p> <p>AG does not have to meet all TANF eligibility.</p>

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date of the app not the date of the job start. Applicants are not eligible if already provided this benefit through another assistance program.			
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Vote on Motion Mr. Benton Aye Mrs. Lewis Aye Mr. Merrell Aye

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RESOLUTION NO. 21-890

IN THE MATTER OF APPROVING A PROCUREMENT POLICY FOR THE DELAWARE COUNTY JOB AND FAMILY SERVICES DEPARTMENT:

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

WHEREAS, the Director of Jobs & Family Services recommends approval of the following Procurement Policy for the Delaware County Job and Family Services Department;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Procurement Policy for the Delaware County Job and Family Services Department, as follows:

Subject: Procurement Policy
New: Replacement: X
Supersedes: April 1, 2016
Document Number: Admin 21-02
Effective Date: September 28, 2021
Review Due Date: As Needed
Approved By: Robert A. Anderson, Director
Regulations: See Below

Section I – Procurement Standards

A. Preface

Chapter 5101:0-4, Ohio Administrative Code (OAC) establishes general standards for the procurement of goods and services by county family services agencies in Ohio. Rule 5101:9-4-02, OAC, Standards for Acquisition, requires that each county agency establish written acquisition standards to ensure that all purchase of goods and services are performed in accordance with applicable federal and state statutes, federal regulation, state administrative rules, and local policies.

This plan has been adopted by the Board of Delaware County Commissioners on behalf of the Delaware County Department of Job and Family Services and Child Protective Services Agency (CDJFS/PCSA) to satisfy this requirement of the administrative rule. All acquisitions of goods and services by the Delaware CDJFS/PCSA must be made in accordance with the requirements of this plan.

B. Applicable Law

This plan was written in accordance with applicable federal and state statutes, federal regulations, state administrative rules, and local policies, including, but not limited to:

- * 29 CFR 95;
- * 2 CFR 200;
- * 45 CFR 75;
- * 29 CFR 97;
- * 48 CFR;
- * Chapter 307, Revised Code;
- * Chapter 3125, Revised Code;
- * Chapter 5153, Revised Code;
- * Chapter 5101:12-1, OAC;
- * Chapter 5101:9-04, OAC

The Delaware CDJFS/PCSA will, as a matter of county policy, comply with all directives of applicable federal and state statutes, federal regulation, state administrative rules, and local policies. In the event of changes in applicable federal and state statutes, federal regulations, state administrative rules, and local policies subsequent to the adoption of this plan, Delaware CDJFS/PCSA must comply with the applicable law notwithstanding the fact that this plan may not have yet been revised to reflect such changes. The Board of County Commissioners will update this plan as expeditiously as possible to reflect such changes.

OAC 5101:9-4-07 (A)(3)(b) – Acquisitions listed that are procured with federal block grants authorized by the Omnibus Budget Reconciliation Act of 1981 and the Child Care and Development Block Grant of 1990, as amended, are excluded from the requirements of this rule – (OAC 5101:9-4-07). However, the PCSA’s and local WIOA areas shall adhere to state and local standards of acquisition. For acquisitions with such monies,

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the Delaware CDJFS/PCSA will comply with the requirements of the Social Services State Plan adopted by the Ohio Department of Job and Family Services (ODJFS) and any local plan filed with ODJFS.

Section 307.86, Revised Code, exempts acquisitions by a CDJFS under section 329.04, Revised Code, regarding family services duties or workforce development activities, from competitive bidding requirements of Sections 307.86 through 307.92, Revised Code. **However, it is important to note that acquisitions exempt from state competitive bidding requirements are not exempt from all federal requirements.**

C. Procurement Authority

The director of the Delaware CDJFS/PCSA, in exercising contracting authority pursuant to Chapter 329, Revised Code, shall act in accordance with the applicable law, good administrative practice and sound business judgment. In addition, all officers, employees and agents of the Delaware CDJFS/PCSA and of the Board of Delaware County Commissioners, when acting for or on behalf of the Delaware CDJFS/PCSA, must act in accordance with the applicable law, good administrative practice and sound business judgment.

The Delaware CDJFS/PCSA will provide for settlement of all contractual and administrative issues arising out of procurements entered in support of local, state and/or federal grants. Delaware CDJFS/PCSA will refer all violations of law to local, state, or federal authorities having proper jurisdiction.

D. Definitions

Definitions applicable to acquisitions by county agencies are set forth in 2 CFR 200, and are reproduced in Appendix A to this plan. These definitions must be applied in all uses of this plan.

Section II – Standards of Conduct

A. Fiduciary Responsibilities/Prudent Judgment

Maintaining the integrity of public procurement is crucial in preventing fraud and abuse of public funds. All officers, employees and agents of the Delaware CDJFS/PCSA and of the Board of Delaware County Commissioners, when acting for or on behalf of Delaware CDJFS/PCSA, have a responsibility to act with prudent judgment in purchasing matters and shall not abuse their positions in making decisions as to the administration of the procurement function. All Delaware CDJFS/PCSA officers, employees and agents shall comply with the requirements of this plan and the prescribed standards of conduct in awarding, recommending, approving, monitoring, and administering contracts and purchases.

B. Legal Restrictions

All officers, employees, and agents of the Delaware CDJFS/PCSA and of the Board of County Commissioners must, as a matter of policy, comply with all directives in the foregoing legal requirements without regard to whether they are specifically referenced in this plan.

Ohio Ethics Law – All officers, employees and agents of the Delaware CDJFS/PCSA and of the Board of County Commissioners must comply with the requirements of the Ohio ethics law and Ohio law pertaining to offences against justice and public administration, including, but not limited to, Sections 102.03, 102.04, 2921.42 and 2921.43, Revised Code.

Copies of the statutes are reproduced in Appendix B to this plan. They are also available online at www.ethics.ohio.gov. Educational information related to the Ohio ethics laws may be found online at www.ethics.ohio.gov/EducationandPublicInfo.html. In addition, if any officers, employees, or agents of the Delaware CDJFS/PCSA are uncertain of the propriety of a specific course of action they may consult with the county prosecuting attorney's staff. Ethics information regarding specific proposed actions may also be obtained from the Ohio Ethics Commission staff on a prospective basis by calling (614) 466-7090.

Gifts and Gratuities – No officer, employee, or agency of the Delaware CDJFS/PCSA or of the Board of Delaware County Commissioners may solicit or accept gratuities, favors, or anything of value as defined in Section 1.03, Revised Code, from anyone doing business with or seeking to do business with, or regulated by the agency, including contractors, and potential contractors.

Conflict of Interest – No officer, employee, or agent, of the Delaware CDJFS/PCSA or of the Board of Delaware County Commissioners may participate in the selection, award, recommendation, approval, monitoring, or administration of any contract or purchase if a real, potential or apparent conflict of interest could arise. A conflict of interest could arise if any of the following individuals or organizations has a financial, personal, or other interest in the individual or company selected for the award of a contract, purchase, or grant:

1. Officers, employees, agents or any member of their immediate families;
2. The officers', employees', or agents' business associates or partners;
3. Any organization for which any of the above is an officer, employee, or agent; and
4. Any organization which employs or is about to employ the officer, employee, or agent, or a

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member of the officers', employees' or agents' immediate families or business associates.

Officers, employees, or agents must immediately notify their supervisor or principal whenever they identify a real, potential, or actual conflict of interest on their part. It is the policy of the Delaware CDJFS/PCSA under such circumstances to relieve the employee from further participation in selection, award or administration of any procurement or resulting contract which presents a conflict of interest.

Personal Interests – No officer, employee, or agent of the Delaware CDJFS/PCSA or of the Board of Delaware County Commissioners may:

- * Sell, attempt to sell or act in a representative capacity for a contractor or other person attempting to sell goods or services to the county agency;
- * Sell or attempt to sell any goods or services to:
 - * The Ohio Department of Job and Family Services (ODJFS);
 - * Any county department of job and family services (CDJFS);
 - * Any public children's services agency (PCSA);
 - * Any Ohio Means Jobs agency (OMJ).
- * Solicit or accept employment from anyone doing business with any of the foregoing agencies unless the officer, employee, or agent completely withdraws, with the approval of the Delaware County Department of Job and Family Services, from all activities of the agency regarding the party offering employment.

Officers, employees and agents of Delaware CDJFS/PCSA and their immediate family members and business associates are prohibited from voting, authorizing, recommending or in any other way using their position to secure approval of a Delaware CDJFS/PCSA contract or purchase in which the officer, employee, a member of their immediate family, or anyone with whom they have a business or employment relationship, has an interest.

Officers, employees and agents of Delaware CDJFS/PCSA and their immediate family members and business associates are prohibited from benefiting from any contract or purchase authorized or approved by Delaware CDJFS unless all criteria set forth in Section 2921.42, Revised Code, are met.

Officer, employees and agents of the Delaware CDJFS/PCSA may not act in a representative capacity, in any manner, before a public agency on behalf of any contractor or other person on any matter in which the employee personally participated through decision, approval, disapproval, recommendation, or other substantial exercise of administrative discretion.

Contract/Contractor Restrictions – No contractor, individual, company or organization seeking a contract or seeking to sell goods or services to Delaware CDJFS/PCSA will promise or give to any agency officer, employee, or agent anything of value, including employment or promise of employment within the scope of his or her job duties. No contractor or individual, company or organization seeking a contract or grant or seeking to sell goods or services to Delaware CDJFS/PCSA will ask an officer, employee, or agent of the agency to violate the agency's code of standards of conduct requirements. Contractors acting on behalf of Delaware CDJFS/PCSA will refrain from activities which could result in violations of this rule.

All Delaware CDJFS/PCSA contracts shall contain provisions requiring the contractor to refrain from promising or giving to any agency officer, employee, or agent anything of value that is of such a character as to manifest a substantial and improper influence upon the officer, employee, or agent with respect to the officer's, employee's, or agent's duties to agree that it will not solicit agency officers, employees, or agents to violate the agency's code of standards of conduct or Sections 102.03, 102.04, 2921.42 or 2921.43, Revised Code, and to refrain from conflict of interest, whether direct or indirect.

All contracts of the Delaware CDJFS/PCSA shall include a certification by the contractor that it is in compliance with and will maintain compliance with the requirements of sections 102.03, 102.04, 2921.42 and 2921.43 of the Revised Code and the portions of the Delaware CDJFS code of standards of conduct applicable to contractors, and that the contractor will promptly notify the Delaware CDJFS/PCSA of any newly arising conflicts of interest of potential violations of state ethics laws.

State Finding for Recoveries – Officers, employees, and agents of Delaware CDJFS/PCSA will not utilize state funding for purchases for a person that has a finding for recovery, issued by the auditor of state on or after January 1, 2001 – if the finding for recovery is unresolved.

Consequences – Officers, employees, and agents of Delaware CDJFS/PCSA and contractors in violation of Sections 102.03, 102.04, 2921.42 or 2921.43, Revised Code, may be prosecuted for criminal violations. Any contractor who violates the requirements of this code of conduct or of Sections 102.03, 102.04, 2921.42 or 2921.43, Revised Code, is subject to having the related contract terminated or having the Delaware County Department of Job and Family Services refuse to enter a contract. The Delaware CDJFS/PCSA will enforce the requirements contained in this written code of standards of conduct with penalties, sanctions, or disciplinary actions, including suspension or removal, when an agency officer, employee, agent, or contract violates the code of standards of conduct.

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The signature of any Delaware CDJFS/PCSA officer, employee, or agent of a requisition, invoice, or other document requesting or approving the purchase of goods or services shall be a certification of compliance with the requirements and prohibitions of this plan.

Shared Services and Intergovernmental Agreements – State and local intergovernmental agreements shall be used where appropriate for procurement or use of common or shared goods and services to foster greater economy and efficiency. Competition requirements will be met with applied to documented procurement actions using shared services, strategic sources, or similar procurement arrangements.

Section III – Open and Free Competition

Procurement of goods and services must be conducted in a manner that provides maximum open and free competition for every purchase sought. All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of 45 CFR 75.328 (HHS), 2 CFR 200 (USDA) and OAC 5101:9-4-07. Where no competition exists or it is not prudent to solicit formal procurement, a determination must be made and documented explaining why the lack of competition was necessary and reasonable. Situations restrictive to open and free competition include but are not limited to:

- * Placing unreasonable requirements on firms in order for them to qualify to do business;
- * Requiring unnecessary experience and excessive bonding;
- * Non-competitive pricing practices between firms or between affiliated companies;
- * Non-competitive awards to consultants that are on retainer contracts;
- * Organizational conflicts of interest;
- * Specifying only a “brand name” product instead of allowing “an equal” product to be offered; and describing the performance of other relevant requirements of procurement; and
- * Any arbitrary action in the procurement process.

All procedures, regardless of the procurement method used, must include:

- * A clear and accurate description of the technical requirements to be procured. The description may not contain features which unduly restrict competition. It may include a statement of the qualitative nature of the material, product, or service to be procured, and when necessary, set forth the minimum essential characteristics and standards to which it must conform to satisfy its intended use. Detailed product specifications should be avoided if possible. When it is impractical or uneconomical to make a clear and accurate description of technical requirements, a “brand name or equal” description may be used to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by bidders must be clearly stated;
- * Identify all requirements that contractor must fulfill and all other factors to be used in the selection evaluation;
- * Officers, employees, and agents of Delaware CDJFS/PCSA must ensure that all pre-qualified lists of persons, firms or products used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Officers, employees and agents of the agency may not preclude potential bidders from qualifying during the solicitation period;
- * All proposed procurements must be reviewed by agency management to avoid purchase of unnecessary or duplicative items. Performance of the review must be documented and maintained in the procurement file.

Section IV – Equal Opportunity

Federal and state procurement standards require that small and minority-owned business be given every opportunity to compete equally with other businesses, including special efforts to solicit bids and proposals from such firms. 2CFR 200.322 requires preference be given to purchases of foods, products and materials produced in the United States, to the extent practical. 2CFR 200.216 states for contract purposes, the agency shall prohibit the purchase/procurement of specific telecommunication devices by specific vendors. The agency shall also make preference to purchase domestic made items per 2CFR 200.332). However, favored treatment in authorizing contracts is not allowed.

Delaware CDJFS/PCSA officers, employees, and agents shall make efforts to utilize small, minority and women’s business enterprises and labor surplus area firms when they are potential resources for supplies, equipment, construction, and services as established in 2 CFR 200.321; 45 CFR 75.330, and OAC 5101:9-4-06. Preference for such otherwise qualified contractors may be given, for example, by selecting the disadvantaged organization in the case of tie bids and setting certain conditions under which such contractors will be encouraged to bid. These conditions may include:

- * Placing qualified small and minority businesses, and women’s business enterprises on solicitation lists, and assuring that those businesses are solicited whenever they are potential resources;
- * Dividing total requirements into small tasks or quantities to permit maximum small and

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minority businesses and women's business enterprises participation when economically feasible. When tasks are divided to allow small businesses and women's business enterprises to compete, the separation cannot be done to avoid competitive bidding requirements;

- * Establishing delivery schedules which will encourage participation by small and minority businesses, and women's business enterprises where the requirement permits;
- * Using the services and assistance of the United States Small Business Administration, the Office of Minority Business Development Agency of the U.S. Department of Commerce, the Community Services Administration, and other entities, as appropriate;
- * Requiring the prime contractor to take affirmative steps as listed in paragraphs (A) to (E) of this rule if any subcontracts are to be let; and

Section V – Methods of Procurement

Delaware CDJFS/PCSA shall use one of the three categories of procurement when purchasing supplies, equipment, and services:

- * Informal Procurement;
- * Formal Procurement;
- * Non-competitive

A. Informal Procurement (Small Purchase and Micro Purchase Procedures)

Small Purchases:

- * When making relatively simple and informal purchases where price is the overriding factor, and which involve standardized products or services (e.g. office equipment and supplies) costing in the aggregate not more than \$250,000 annually. Such procurements shall be affected by comparing price and/or quotations from an adequate number of qualified sources, but not less than three sources; and
- * For relatively simple and straightforward purchases which do not cost more than the small purchase threshold, where price is not the overriding factor and where relative quality and performance must be evaluated (e.g. consulting services). Such procurements shall be affected by obtaining proposals from an adequate number of qualified sources, but not less than three sources.

The splitting of purchases that exceed the small purchase limit into several small purchases merely to be able to use the small purchase method is prohibited. Such split purchases will be considered unauthorized and disallowed.

The Delaware County Department of Job and Family Services shall maintain a list of qualified sources from which to solicit proposals. The list shall include qualified sources which have expressed an interest in providing products or services to Delaware CDJFS/PCSA.

For each procurement using small purchase procedures, an authorized officer, employee, or agent of the Delaware CDJFS/PCSA must evaluate the quotations obtained and determine the successful contractor. The officer, employee, or agent performing the evaluation must summarize the evaluation factors used and their relative importance. The procurement must be made from the responsible source whose quotation is most advantageous to the program, with price and other factors considered.

Where the purchase of a specific class of goods or services using small purchases is reasonably foreseeable, Delaware CDJFS/PCSA will ensure that at least three suppliers are contacted on an annual basis to assess purchase costs, and, taking into account delivery time, administrative exigency, transportation costs and product availability. When all factors appear equal, Delaware CDJFS/PCSA will utilize all suppliers on an equitable basis.

Where practicable, purchases pursuant to small purchase procedures must be documented using the form set forth in Appendix C.

Micro Purchases

Delaware county job and family services/public children services agency may acquire by micro-purchase any supplies or services in which the aggregate dollar amount does not exceed the micro-purchase threshold of ten thousand dollars (\$10,000.00).

Micro-purchases may be awarded without soliciting quotes for acquisitions of supplies or services if the:

- Price is considered reasonable – based on research, experience, purchase history or other information and documents; and
- To the extent practical, micro-purchases are distributed equitably among qualified suppliers.

B. Formal Procurement (Bidding and Proposals)

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Competitive sealed bidding, also known as formal advertising, is the method of procurement used when all the following conditions exist:

- * Procurement lends itself to a firm fixed price contract;
- * Two or more responsible suppliers are willing and able to compete effectively;
- * The item or service can be supplied by the contractor;
- * The selection of the successful bidder can be made principally on the basis of price; and
- * A complete, adequate, and realistic specifications or purchase description is available, e.g. the Invitation to Bid (ITB).

Where this method of procurement is used, county policy requires:

- * Where the cost is in excess of the small purchase procedure threshold, competitive sealed bidding/formal advertising must be used unless it is determined by the agency not to be practical or feasible. For the use of this method to be feasible, the five conditions noted above must be met;
- * An invitation to bid (ITB) must be publicly advertised and bids solicited from an adequate number of known suppliers, providing them with sufficient time prior to the date for opening of the bids;
- * The ITB must include specifications and pertinent attachments, defining the items or services in order for bidders to properly respond;
- * Bids must be publicly opened at the time and place prescribed in the ITB; and
- * A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder.

Where specified in bidding documents, factors such as discounts, transportation costs and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken.

Any or all bids may be rejected if there is a sound documented reason.

Competitive Proposal/Negotiation

Competitive proposals shall be used where conditions are not appropriate for the use of competitive sealed bids, small purchase procedures or noncompetitive proposals.

A competitive proposal process is normally conducted with more than one source submitting an offer, either a fixed price or cost reimbursement type contract is awarded, and the following conditions met:

- * The complex and technical nature of the procurement cannot be described in bid specifications; and
- * It is logical to award a contract on factors other than price.

This process of conducting competitive proposals is similar to conducting competitive sealed bidding and includes:

- * Proposals must include a clear and accurate description of technical requirements for the material, product, or service to be procured. Detailed product specifications should be avoided if possible. When it is impractical or uneconomical to make a clear and accurate description of technical requirements, a brand name of equal description may be used as means to define performance or other conspicuous requirements. Specific features of the brand name must be clearly stated;
- * Proposals must be solicited from an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirements of the procurement. The RFP must be publicized and reasonable requests by other sources to complete will be honored to the maximum extent practicable;
- * The RFP must identify all significant evaluation factors, including price or costs where required, and their relative importance;
- * The agency shall provide mechanisms for technical evaluation of the proposals received, determinations of reasonable proposers for the purpose of written or oral discussions, and selection for award;
- * The award may be made to the responsible contractor whose proposal will be most advantageous to the Delaware CDJFS/PCSA, price and other factors considered. Unsuccessful contractors shall be notified promptly; and
- * The agency may use competitive proposal procedures for qualifications based procurement of architectural/engineering (A/E) professional services whereby competitor's qualifications are evaluated and the most qualified competitor is selected, subjected to negotiation of fair and reasonable compensation. This method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services even if A/E firms are potential sources to perform the proposed effort.

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C. Noncompetitive Proposal

The noncompetitive proposal process may be used only when the award of a contract is infeasible under small purchase procedure, micro purchase, competitive sealed bidding, or competitive proposals and **one or more** of the following conditions exist:

- * Only one source of the product or services exists;
- * The public exigency or emergency will not permit the delay which would result from competitive solicitation;
- * After solicitation of several sources, a determination is made that competition is inadequate. This includes circumstances where no acceptable bids have been received after an attempt to use competitive sealed bidding/formal advertising or no acceptable proposals have been received after an attempt to use competitive proposals/negotiations;
- * ODJFS authorizes noncompetitive proposals.

A written justification must be prepared to show why a competitive procurement methodology (small purchase procedures, competitive sealed bids, or competitive proposal/negotiation) was not used.

In the absence of an emergency, documentation must be maintained of any attempts to solicit competition. Such documentation must include:

- * A copy of any public advertisement;
- * A list of providers contacted;
- * Copies of all letters received from prospective bidders or proposers, including those indicating a lack of interest in competing for the contract;
- * Cost analysis, the projections of the data, and the evaluation of the specific elements of costs and profit. Independent estimates must be made before receiving bids or proposals; and
- * Any other materials which would justify use of noncompetitive procurement.

Noncompetitive proposals require the mutual discussion and arrangement of terms of a transaction of agreement for the purpose of arriving at a common understanding of contract essentials such as technical requirements, scheduled, prices, and terms.

D. Special Circumstances

Foster Care Purchases and Child Welfare Service Purchases

Purchases for foster care placement services that include public and private agency foster homes, group homes, children's residential centers, residential parenting facilities, adoption services and other services performed by Delaware County PCSA in the discharge of its duties under Chapter 5153, of the Revised Code, including services on behalf of a child in the custody of the agency and purchases made pursuant to rule 5101:2-47-23.1 of the Administrative Code, will generally be considered to follow small purchase procedures or noncompetitive proposals as specified in paragraph C of 5105:9-4-07.1 of the OAC when they are purchased for individually specific cases. The need for these purchases must be documented by Delaware County Job and Family Services and Child Protective Services Agency in the records that support each case.

When purchasing case specific services other than foster care placement and adoption services and where there are contractors in close proximity providing substantially similar services, and who are equally qualified to meet the service need presented, the Delaware County Department of Job and Family Services and Child Protective Services Agency must document that the process of awarding the contract to the contractor was done in a manner that demonstrates that a cost comparison of the contractors has been performed.

Delaware County Department of Job and Family Services and Child Protective Services Agency may not establish an exclusive relationship with a services contractor to the exclusion of all other service contractors unless agency staff can document the reasons for the single source relationship with the service contractor. This documentation must include a demonstration that the service contractor is qualified to meet the needs of all children and families who will receive services from the contractor and must also provide assurances that no child or family will be denied services due to the single source nature of the relationship with the service contractor.

Purchases of goods or services by the Delaware County Department of Job and Family Services and Child Protective Service Agency, including purchase of child welfare services benefiting children and families but which are not purchased in response to a specific case need, remain subject to the general procurement requirements established by this plan and may be procured by noncompetitive proposals only subject to the general requirement for noncompetitive proposals set forth above.

State Purchasing Contracts

State purchasing contracts – Purchases made by Delaware County Department of Job and Family Service CDJFS/PCSA through state purchasing contracts which meet all of the requirements contained in Section 125.04, Revised Code, are not subject to the requirements contained in Section V-A through V-D and Section

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VI-A of this plan. State term contracts should not be confused with state term schedules, which are non-competitive schedules of products or services and should be treated only as a pre-qualified contractor list.

- In order to participate in state purchasing contracts, a certified copy of a resolution by the board of county commissioners must be filed with the department of administrative services (DAS) office of state purchasing. The resolution must request that the agency be authorized to participate in the purchasing contracts, agree that the agency is bound by terms and conditions set by DAS, and agree that the agency will directly pay the contractor under each purchase contract.
- Delaware County Department of Job and Family Services CDJFS/PCSA cannot access state purchasing contracts when competitive bidding by the county has already occurred unless the state purchasing contract has the same terms, conditions, and specification as a lower price.
- Delaware County CDJFS/PCSA may also use the price contained in a state purchasing contract in other competitive selection procedures performed pursuant to this rule.

Section VI – General Requirements

The following general procedural requirements are applicable to all procurements per 2 CFR 200, 45 CFR 75, 48CFR 2.1 and OAC 5101:9-4-07.

Contract cost and price analysis

Cost or price analysis must be performed with every procurement action in excess of the small purchase threshold. The method and degree of analysis is dependent on the facts surrounding the procurement situation.

A cost analysis must be performed when the bidder is required to submit the elements of the estimated cost, e.g. under professional consulting and architectural engineering services contract. A cost analysis is also required when adequate price competition is lacking, and for sole source procurements, including procurements on the basis of catalog or market price of commercial product sold in substantial quantities to the general public or based on process set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

When appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. Breaking out procurements should only be done to obtain a more economical price and may not be done to avoid procedural requirements.

Delaware CDJFS/PCSA officers, employees and agents must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed, except that government entities are prohibited by law from receiving a profit. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Costs or prices based on estimated costs for contract under grants will be allowable only to the extent that costs are incurred, or cost estimates included in negotiated prices are consistent with federal cost principles. Grantees may reference their own costs principles that comply with the applicable federal cost principles.

The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

A. Interagency Agreements

Contracts funded in whole or part with federal funds and which are entered into by Delaware CDJFS/PCSA with another county family services agency or workforce development agency within the county or workforce development area are not subject to the requirements contained in Section V and Section VI-A of this plan, providing that such contracts are documented with either a memorandum of understanding or interagency agreement between the agencies.

B. General Procedural Requirements

Geographic preference – For purchases made in whole or in part with federal funds, or with state or local funds required for match, officers, employees and agents of Delaware CDJFS/PCSA will conduct procurement in a manner that prohibits the use of statutorily or administratively imposed in-state or local geographical preference in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference.

Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be selection criterion provided its application leaves an appropriate number of qualified firms given the nature and size of the project, to compete for the contract.

When only state and/or local funds are used for a purchase, the Board of County Commissioners may, by resolution, adopt the model system of preferences for products mined or produced in Ohio and for Ohio-based

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contractors (formerly “Buy-Ohio”). The resolution shall specify the class or classes of contracts to which the system of preferences apply. While the system of preferences is in effect, no officer, employee, or agent of the Delaware CDJFS/PCSA may award a contract in violation of the preference system.

Non-Profit Agencies for Persons with Severe Disabilities – Before determining which method of procurement to use, Delaware CDJFS/PCSA officers, employees, and agents must determine whether a product or service is on the procurement list for products and services provided by persons with severe disabilities in Section 4115.33, Revised Code. If the product or service is on the procurement list and is available within the period required by the agency, the agency must procure the product or service at the price established by the State Use Committee from a qualified nonprofit agency. If the provision of the product or service cannot be made in either the time period required or in the amount specified by the agency, the agency may pursue the procedures outlined in Chapter 5101:9-4 of the Ohio Administrative Code.

Debarment and Suspension – Prior to entering any contract or when any other purchase is made, officer, employees and agents of Delaware County Department of Job and Family Services CDJFS/PCSA must ensure the following:

- The person or entity is not debarred or suspended or otherwise ineligible for participation in federal assistance programs under executive order 12549 and other applicable regulations and statutes, including 2 C.F.R. part 180, 200, 417 and 45 C.F.R. part 75 and 98 and OAC 5101:9-4-07.
- Purchases will be made in conformance with section 9.24 of the Revised Code which prohibits the awarding of contracts, paid for in whole or in part with state funds, to a person against whom a finding for recovery has been issued by the auditor of state on or after January 1, 2001 if the finding remains unresolved.

Section VII – Required Contract Provisions

Contracts must contain enough provisions to define a sound and complete agreement. The same provisions must also apply to subcontracts. The following provisions must be included in all contracts and subcontracts. In some cases, the monetary value of the contract will affect whether the particular provision must be included in the contract agreement.

- * Administrative Remedies for Violations – For all written contracts, the contract must contain provisions or conditions that will allow for administrative, contractual, or legal remedies in instances in which contractors violate or breach contract terms. The contract must also provide for remedial actions (i.e., sanctions and penalties) as appropriate;
- * Equal Employment Opportunities – All contracts in excess of \$10,000 shall contain a provision requiring compliance with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.
- * Patent/Copyright – The contract shall include notice of awarding agency requirements and regulations pertaining to:
 - Patent rights with respect to any discovery or invention which arises or is developed during or under such contract; and
 - Copyrights and rights in data;
- * Records Access – All contracts awarded shall include a provision that the federal/state/county agencies (ODJFS, the county family services agency and workforce development agency, and the federal grantor agency), the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audits, examinations, excerpts, and transcriptions;
- * Records Retention – Financial, programmatic, statistical, recipient records and supporting documents must be retained for a minimum of three years after the ODJFS acceptance of the final closeout expenditure report, or as otherwise provided by any minimum retention requirements specified by applicable state or federal law. If any litigation, claim, negotiation, audit or other action involving the records has started before the expiration of the three year period, the records must be retained until the completion of the action and resolution of all issues that arise from it, or until the end of the regular three year period, whichever is later;
- * Termination Provisions – Any contract in excess of ten thousand dollars (\$10,000) shall contain provisions for termination by the agency awarding the contract, including how to complete a termination and the basis for settlement;
- * Davis-Bacon – Contracts for construction must require compliance with the Davis-Bacon

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Act (40 U.S.C. 276a to 7 Public Law 74-403, as supplemented by Department of Labor regulations (29 CFR Part 5) ;

- * Contract Work Hours and Safety Standards Act – Contracts shall include a provision for compliance with sections 103 and 107 of the Contract and Work Hours and Safety Standards Act (40 U.S.C. 3701 through 3708 as supplemented by Department of Labor regulations (29 CFR Part 5) ;
- * Anti-Kickback Act – Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3);
- * Reporting – Notice of awarding agency requirements and regulations pertaining to reporting;
- * Clean Air Act – Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 7401-7671 (q));
- * Federal Water Pollution Control Act - Compliance with all applicable standards, orders, or requirements issued under section 508 of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), Executive Order 11738, and environmental protection agency regulations (40 C.F.R. Chapter 1); and
- * Energy Policy and Conservation Act – Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- Debarment and Suspension – No contract shall be entered into or purchases made from a person or entity which is debarred or suspended or is otherwise ineligible for participant in federal assistance programs as defined in 2 C.F.R parts 180, 200, 417 and 29 C.F.R part 98, and 45 C.F.R. part 75. No contract shall be awarded to a party/person listed on the governmentwide exclusions in the System for Award Management (SAM). No contract or provision for service is prohibited to a person against whom a finding for recovery has been issued by the auditor of state on or after January 1, 2001, if the finding for recovery is unresolved.
- Byrd Anti-lobbying Amendment (31 U.S.C. 1352) - Contractor must certify that no federal funds will be used to pay for any lobbying activities as defined by Byrd Anti-Lobbying Amendment. A certification will be required for contractors that apply or bid for an award of one hundred thousand dollars or more.

Section VIII – Record Keeping

The Delaware CDJFS/PCSA will maintain pertinent records regarding all procurements. The size and type of procurement will determine the type of information recorded and maintained in file. Records of very small purchases not formally advertised will include the name of the contractor, itemized list of items purchased, the total costs, the date of purchase and the grant project to which the expense was charged. For larger purchase requiring more complex procurement methods, records will be retained to document the following when applicable:

- * Rationale for the method of procurement;
- * Copies of published advertisements for bids or proposals;
- * Copies of all respondent’s replies;
- * Selection of the contract type;
- * Basis of contractor selection or rejection;
- * Basis for the cost or price;
- * Copies of letters sent to known providers advising them of the goods and services sought;
- * Identification of date, time and place bids or proposals were opened; and
- * Proof of prior approval when required.

In cases of non-emergency, noncompetitive proposals, the agency must maintain documentation of its attempts to solicit competition. Such documentation must include the following items:

- * A copy of the public advertisement;
- * A list of providers contacted;
- * Copies of all letters received from prospective bidders or respondents, including those indicating a bidder’s lack of interest in competing for the contract;
- * Cost analysis, i.e. verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profit. Independent estimates must be made before receiving bids or proposals; and
- * Any other materials which would justify the agency’s use of noncompetitive methods.

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Section IX – Monitoring

It is the policy of the Delaware CDJFS/PCSA to closely monitor all contracts to ensure compliance with all terms, conditions, and specifications. The Director or designee is responsible for monitoring. The monitoring process will involve careful review of contract terms prior to finalizing the agreement. In agreements providing for the delivery of supplies, equipment, or materials, such items will be carefully checked and counted prior to acceptance. Legal disputes arising out of contracted procurements will be referred to the County Prosecuting Attorney if efforts to resolve the problem at the agency level are unsuccessful.

Section X – General

Before purchasing any equipment, due consideration will be given to lease, rental, and purchase alternatives to determine, consistent with prudent business judgment, which would be the most economical and practical procurements. In making this determination, due consideration will be given to useful life of the equipment to the program for which it is being purchased, technology obsolescence, maintenance considerations, purchased price versus lease or rental costs and any other matters considered by management to be warranted under the circumstances.

All procurements large and small will be reviewed and approved by the Director or his designee. The Delaware County Board of Commissioners, in regular session, will authorize payment of all vouchers. All vouchers and invoices will then be forwarded to the County Auditor for final approval and payment. These efforts are employed to avoid improper or unnecessary payments and to assure all provisions of local, state and federal law are followed. No purchases or delivery of items, except in emergency situations, are authorized before a signed and approved Purchase Order is completed.

**Appendix A
Definitions**

- (1) “Acquisition cost” – the cost of the asset including the cost to ready the asset for use (2 CFR 200.2 and 45 CFR 75.2)
- (2) “Asset” – Being a capital asset
Capital Asset – capitalized at \$5,000, having a useful life of more than one year, tangible or intangible.
- (3) “Code of conduct” – standards of conduct regarding conflicts of interest.
- (4) “Competitive sealed bidding” – methods that include competitive sealed bidding requirements referenced in paragraph (C) of rule 5101:9-4-07 of the Administrative Code.
- (5) “Contractor” – entity providing goods or services that is required for the conduct of a federal program. These goods or services may be for an organization’s own use or for the use of beneficiaries of the federal program.
- (6) “Cost analysis” – the review and evaluation of the separate cost elements and the application of judgment to determine how well the proposed costs represent what the cost should be, assuming reasonable economy and efficiency. Comparisons should be with actual costs previously incurred by the same supplier; previous cost estimates for the same or similar items; other cost estimates received in response to the solicitation; independent cost estimates by technical personnel; or forecasts of planned expenditures.
- (7) “County family services agency” – means the county department of job and family services (CDJFS), public children services agency (PCSA), whether or not the county family services agency is included in a fiscal agreement entered into between the Ohio Department of Job and Family Services (ODJFS) and the county commissioners board pursuant to section 5101.21 of the Revised Code. County family services agency also means any private or government entity designated by the board of county commissioners to serve as a county family services agency.
- (8) “Equipment” – tangible personal property that has a useful life of more than one year and an acquisition cost of five thousand dollars or more, except that counties may adopt an acquisition cost limit lower than five thousand dollars.
- (9) “Expensing” – method of allocating the cost of an asset to the period it is acquired for purposes of federal and/or state reimbursement, not capitalized.
- (10) “Facilities” – land and buildings or any portion thereof; equipment, either in individual pieces or pieces aggregated for a common purpose; and any other tangible capital asset.
- (11) “Invitation to Bid” (ITB) – The acquisition process used by county family services agencies to solicit competitive sealed bids from contractors.
- (12) “Maintenance” – expenditures for services or items that keep assets in an efficient operating

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condition, do not add to the asset's permanent value, and are not already included in a rental agreement or other charges for space. Repair work to an agency building which adds to the permanent value of the property or appreciably prolongs its intended life is a capital improvement and is not considered maintenance; rental/lease costs.

- (13) "Non-profit organization" – as defined in 2 CFR 200.70 and 49 CFR 75.2
- (14) "Price analysis" – the process of examining, evaluating, and comparing a proposed price to determine if it is fair and reasonable, without evaluating its separate cost elements. Comparison should be with other prices and quotations submitted; published catalog or market prices; prices set by law or regulation; process for the same or similar items; prior quotations for the same or similar items; market data (indexes); or other standardized data.
- (15) "Purchasing or procurement contract" – the agreement by which the contractor and the government agency bind themselves to the terms of a purchase or purchases.
- (16) "Purchase order" – encumbering document used for all contracts to put into effect the prior certification of funds under division (D) of section 5705.41 of the Revised Code.
- (17) "Service contract" – the contract by which the entity providing the service and the agency bind themselves to the terms of a service agreement for the purchase of services.
- (18) "Sub-grant" – an award of financial assistance in the form of money, or property in lieu of money, made under a grant by a grantee to an eligible sub-grantee. The term includes financial assistance when provided by contractual legal agreement, but does not include procurement purchases, nor does it include any form of assistance which is excluded from the definition of grant in this part.
- (19) "Sub-grantee" – the governmental or other legal entity to which a sub-grant is awarded and which is accountable to the grantee for the use of the funds provided as defined in 7 C.F.R. 3016.36, 29 C.F.R. 97, and 45 C.F.R. 92.
- (20) "Sub-recipient" – for the purpose of chapter 5101:9-4 of the Administrative Code, sub-recipient means a non-federal entity that expends federal awards from a contract or grant agreement with either a county family services agency, a local area for workforce investment responsibilities as defined in section 6301.01 of the Revised Code, or a workforce development agency functioning as a pass through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program.
- (21) "Supplies" – items consumed in the county family services agency and workforce development agency operations which do not fit the definition of equipment. Not a capital asset or equipment based on useful life and capitalization levels.
- (22) "Use allowance" – agency will use depreciation method and calculate depreciation
- (23) "Useful life" – the period of time over which an asset is depreciated, which is determined by taking into consideration the type of construction, the nature of the equipment used, historical usage patterns, technological developments, and manufacturer documentation.
- (24) "Vendor" – contractor entity providing goods or services that is required for the conduct of a federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the federal program.
- (25) "Workforce development agency" – the entity given responsibility for workforce development activities that is designated by the board of county commissioners in accordance with section 330.04 of the Revised Code, the chief elected official of a municipal corporation in accordance with section 763.05 of the Revised Code, or the chief elected official of a local area.

**Appendix B
Ohio Ethics Law Provisions**

102.03 Representation by present or former public official or employee prohibited.

(A)(1) No present or former public official or employee shall, during public employment or service or for twelve months thereafter, represent a client or act in a representative capacity for any person on any matter in which the public official or employee personally participated as a public official or employee through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or other substantial exercise of administrative discretion.

(2) For twenty-four months after the conclusion of service, no former commissioner or attorney examiner of the public utilities commission shall represent a public utility, as defined in section 4905.02 of the Revised Code, or act in a representative capacity on behalf of such a utility before any state board, commission, or

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agency.

(3) For twenty-four months after the conclusion of employment or service, no former public official or employee who personally participated as a public official or employee through decision, approval, disapproval, recommendation, the rendering of advice, the development or adoption of solid waste management plans, investigation, inspection, or other substantial exercise of administrative discretion under Chapter 343 or 3734 of the Revised Code, or who is an applicant for a permit or license for a facility under that chapter, on any matter in which the public official or employee personally participated as a public official or employee.

(4) For a period of one year after the conclusion of employment or service as a member or employee of the general assembly, no former member or employee of the general assembly shall represent, or act in a representative capacity for, any person on any matter before the general assembly, any committee of the general assembly, or the controlling board. Division (A) (4) of this section does not apply to or affect a person who separates from service with the general assembly on or before December 31, 1995. As used in division (A) (4) of this section "person" does not include any state agency or political subdivision of the state.

(5) As used in divisions (A)(1), (2), and (3) of this section, "matter" includes any case, proceeding, application, determination, issue, or question, but does not include the proposal, consideration, or enactment of statutes, rules, ordinances, resolutions, or charter or constitutional amendments. As used in division (A) (4) of this section, "matter" includes the proposal, consideration, or enactment of statutes, resolutions, or constitutional amendments. As used in division (A) of this section, "represent" includes any formal or informal appearance before, or any written or oral communication with, any public agency on behalf of any person.

(6) Nothing contained in division (A) of this section shall prohibit, during such a period, a former public official from being retained or employed to represent, assist, or act in a representative capacity for the public agency by which the public official or employee was employed or on which the public official or employee served.

(7) Division (A) of this section shall not be construed to prohibit the performance of ministerial functions, including, but not limited to, the filing or amendment of tax returns, applications for permits and licenses, incorporation papers, and other similar documents.

(8) No present or former Ohio casino control commission official shall, during public service or for two years thereafter, represent a client, be employed or compensated by a person regulated by the commission, or act in a representative capacity for any person on any matter before or concerning the commission.

No present or former commission employee shall, during public employment or for two years thereafter, represent a client or act in a representative capacity on any matter in which the employee personally participated as a commission employee through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or other substantial exercise of administrative discretion.

(B) No present or former public official or employee shall disclose or use, without appropriate authorization, any information acquired by the public official or employee in the course of the public official's or employee's official duties that is confidential because of statutory provisions, or that has been clearly designated to the public official or employee as confidential when that confidential designation is warranted because of the status of the proceedings or the circumstances under which the information was received and preserving its confidentiality is necessary to the proper conduct of governmental business.

(C) No public official or employee shall participate within the scope of duties as a public official or employee, except through ministerial functions as defined in division (A) of this section, in any license or rate-making proceeding that directly affects the license or rates of any person, partnership, trust, business trust, corporation, or association in which the public official or employee or immediate family owns or controls more than five per cent. No public official or employee shall participate within the scope of duties as a public official or employee, except through ministerial functions as defined in division (A) of this section, in any license or rate-making proceeding that directly affects the license or rates of any person to whom the public official or employee or immediate family, or a partnership, trust, business trust, corporation, or association of which the public official or employee of the public official's or employee's immediate family owns or controls more than five percent, has sold goods or services totaling more than one thousand dollars during the preceding year, unless the public official or employee has filed a written statement acknowledging that sale with the clerk or secretary of public agency and the statement is entered in any public record of the agency's proceedings. This division shall not be construed to require the disclosure of clients of attorneys or persons certified under section 4731.14 of the Revised Code, or patients of persons certified under section 4731.14 or the Revised Code.

(D) No public official or employee shall use or authorize the use of the authority or influence of office or employment to secure anything of value or the promise of offer of anything of value that is of such a character as to manifest a substantial and improper influence upon the public official or employee with respect to that person's duties.

(E) No public official or employee shall solicit or accept anything of value that is of such a character as to

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manifest a substantial and improper influence upon the public official or employee with respect to that person's duties.

(F) No person shall promise or give to a public official or employee anything of value that is of such a character as to manifest a substantial and improper influence upon the public official or employee with respect to that person's duties.

(G) In the absence of bribery or another offense under the Revised Code or a purpose to defraud, contributions made to a campaign committee, political party, legislative campaign fund, political action committee, or political contributing entity on behalf of an elected public official or other public official or employee who seeks elective office shall be considered to accrue ordinarily to the public official or employee for the purposes of division (D), (E), and (F) of this section.

As used in this division, "contributions," "campaign committee," "political party," "legislative campaign fund," "political action committee," and "political contributing entity," has the same meanings as in section 3517.01 of the Revised Code.

(H)(1) No public official or employee, except for the president or other chief administrative officer of or a member of a board of trustees of a state institution of higher education as defined in section 3345.011 of the Revised Code, who is required to file a financial disclosure statement under section 102.02 of the Revised Code shall solicit or accept, and no person shall give to that public official or employee, an honorarium. Except as provided in division (H)(2) of this section, this division and divisions (D), (E), and (F) of this section do not prohibit a public official or employee the payment of actual travel expenses, including any expenses incurred in connection with the travel for lodging, and meals, food, and beverages provided to the public official or employee at a meeting at which the public official or employee participates in a panel, seminar, or speaking engagement or provided to the public official or employee at a meeting or convention of a national organization to which any state agency, including, but not limited to, any state legislative agency or state institution of higher education as defined in section 3345.011 of the Revised Code, pays membership dues. Except as provided in division (H) (2) of this section, this division and divisions (D), (E), and (F) of this section do not prohibit a public official or employee who is not required to file a financial disclosure statement under section 102.02 of the Revised Code from accepting and do not prohibit a person from promising or giving to that public official or employee an honorarium or the payment of travel, meal, and lodging expenses if the honorarium, expenses, or both were paid in recognition of demonstrable business, professional, or esthetic interests of the public official or employee that exist apart from public office or employment, including, but not limited to, such a demonstrable interest in public speaking and were not paid by any person or other entity, or by any representative or association on those persons or entities, that is regulated by , doing business with, or seeking to do business with the department, division institution, board, commission, authority, bureau or other instrumentality of the government entity with which the public official or employee serves.

(2) No person who is a member of a board of a state retirement system, a state retirement system investment officer, or an employee of a state retirement system whose position involves substantial and material exercises of discretion in the investment of retirement system funds shall solicit or accept, and no person shall give to that board member, officer, or employee, payment of actual travel expenses, including expenses incurred with the travel for lodging, meals, food, and beverages.

(I) A public official or employee may accept travel, meals, and lodging or expenses or reimbursement of expenses for travel, meals, and lodging in connection with conferences, seminars, and similar events related to official duties if the travel, meals, and lodging, expenses, or reimbursement is not of such a character as to manifest a substantial and improper influence upon the public official or employee with respect to that person's duties. The House of Representatives and Senate, in their code of ethics, and the Ohio Ethics Commission, under section 111.15 of the Revised Code, may adopt rules setting standards and conditions for the furnishing and acceptance of such travel, meals, and lodging, expenses, or reimbursement.

A person who acts in compliance with this division and any applicable rules adopted under it, or any applicable, similar rules adopted by the supreme court governing judicial officers and employees, does not violate division (D), (E), and (F) of this section. This division does not preclude any person from seeking an advisory opinion from the appropriate ethics commission under section 102.08 of the Revised Code.

(J) For purposes of divisions (D), (E), and (F) of this section, the membership of a public official or employee in an organization shall not be considered, in and of itself, to be of such a character as to manifest a substantial and improper influence on the public official or employee with respect to that person's duties. As used in this division, "organization" means a church or a religious, benevolent, fraternal, or professional organization that is tax exempt under subsection 501(a) and described in subsection 501(c)(3), (4), (8), (10), or (19) of the "Internal Revenue Code of 1986." This division does not apply to a public official or employee who is an employee of an organization, serves as a trustee, director, or officer of an organization, or otherwise holds a fiduciary relationship with an organization. This division does not allow a public official or employee who is a member of an organization to participate, formally or informally, in deliberations, discussions, or voting on a matter or to use his official position with regard to the interests of the organization on the matter if the public official or employee has assumed a particular responsibility in the organization with respect to the matter or if the matter would affect that person's personal, pecuniary interests.

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(K) It is not a violation of this section for a prosecuting attorney to appoint assistants and employees in accordance with division (B) of section 309.06 and section 2921.421 of the Revised Code, for a chief legal officer of a municipal corporation or an official designated as prosecutor in a municipal corporation to appoint assistants and employees in accordance with sections 733.621 and 2921.421 of the Revised Code, for a township law director appointed under section 504.15 of Revised Code to appoint assistances and employees in accordance with sections 504.151 and 2921.421 of the Revised Code, or for a coroner to appoint assistants and employees in accordance with division (B) of section 313.05 of the Revised Code.

As used in this division, “chief legal officer” has the same meaning as in section 733.621 of the Revised Code.

(L) No present public official or employee with a casino gaming regulatory function shall indirectly invest, by way of an entity the public official or employee has an ownership interest or control in, or directly invest in a casino operator, management company, holding company, casino facility, or gaming-related contractor. No present public official or employee with a casino gaming regulatory function shall directly or indirectly have a financial interest in, have an ownership interest in, be the creditor or hold a debt instrument issued by, or have an interest in a contractual or service relationship with a casino operator, management company, holding company, casino facility, or gaming-related contractor. This section does not prohibit or limit permitted passive investing by the public official or employee.

As used in this division, “passive investing” means investment by the public official or employee by means of a mutual fund in which the public official or employee has no control of the investments or investment decisions. “Casino operator,” “holding company,” “management firm,” “casino facility,” and “gaming – related contractor” have the same meaning as in section 3772.01 of the Revised Code.

(M) A member of the Ohio casino control commission, the executive director of the commission, or an employee of the commission shall not:

(1) Accept anything of value, including but not limited to a gift, gratuity, emolument, or employment from a casino operator, management company, or other person subject to the jurisdiction of the commission, or from an officer, attorney, agent, or employee of a casino operator, management company, or other person subject to the jurisdiction of the commission;

(2) Solicit, suggest, request, or recommend, directly or indirectly, to a casino operator, management company, or other person subject to the jurisdiction of the commission, or to an officer, attorney, agent, or employee of a casino operator, management company, or other person subject to the jurisdiction of the commission, the appointment of a person to an office, place, position, or employment;

(3) Participate in casino gaming or any other amusement or activity at a casino facility in this state or at an affiliated gaming facility of a licensed casino operator, wherever located.

In addition to the penalty provided in section 102.99 of the Revised Code, whoever violates division (M)(1), (2), or (3) of this section forfeits the individual’s office or employment.

Amended by 128th General Assembly File No. 38, HB 519, § 1, eff. 9/10/2010

Effective Date: 09-05-2001; 09-15-2004; 03-31-2005; 04-26-2005

102.04 Non compensation to elected or appointed state official other than from agency served.

(A) Except as provided in division (D) of this section, no person elected or appointed to an office of or employed by the general assembly or any department, division, institution, instrumentality, board, commission or bureau of the state, excluding the courts, shall receive or agree to receive directly or indirectly compensation other than from the agency with which he serves for any service rendered by him personally in any case, proceeding, application, or other matter that is before the general assembly or any department, division, institution, instrumentality, board, commission, or bureau of the state, excluding the courts.

(B) Except as provided in division (D) of this section, no person elected or appointed to an office of or employed by the general assembly or any department, division, institution, instrumentality, board, commission, or bureau of the state, excluding the courts, shall sell or agree to sell, except through competitive bidding, any goods or services to the general assembly or any department, division, institution, instrumentality, board, commission, or bureau of the state, excluding the courts.

(C) Except as provided in division (D) of this section, no person who is elected or appointed to an office of or employed by a county, township, municipal corporation, or any other governmental entity, excluding the courts, shall receive or agree to receive directly or indirectly compensation other than from the agency which he serves for any service rendered or to be rendered by him personally in any case, proceeding, application, or other matter which is before courts, of the entity of which he is an officer or employee.

(D) A public official who is appointed to a nonelective office or a public employee shall be exempted from division (A), (B), or (C) of this section if both of the following apply:

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(1) The agency to which the official of employee wants to sell goods or services, or before which the matter that involves the rendering of his services is pending, is an agency other than the one with which he serves;

(2) Prior to rendering the personal services or selling or agreeing to sell the goods or services, he files a statement with the appropriate ethics commission, with the public agency with which he serves, and with the public agency before which the matter is pending or that is purchasing or has agreed to purchase goods or services.

The required statement shall contain the official's or employee's name and home address, the name and mailing address of the public agencies with which he serves and before which the matter is pending or that is purchasing or has agreed to purchase goods or services, and a brief description of the pending matter and of the personal services to be rendered or a brief description of the goods or services to be purchased. The statement shall also contain the public official's or employee's declaration that he disqualifies himself for a period of two years from any participation as such public official or employee in any matter involving any public official or employee of the agency before which the present matter is pending or to which goods or services are to be sold. The two-year period shall run from the date of the most recently filed statement regarding the agency before which the matter was pending or to which the goods or services were to be sold. No person shall be required to file statements under this division with the same public agency regarding a particular matter more than once in a calendar year.

(E) No public official or employee who files a statement or is required to file a statement under division (D) of this section shall knowingly fail to disqualify himself from any participation as a public official or employee of the agency with which he serves in any matter involving any official or employee of an agency before which a matter for which he rendered personal services was pending or of a public agency that purchased or agreed to purchase goods or services.

(F) This section shall not be construed to prohibit the performance of ministerial functions including, but not limited to, the filing, or amendment of tax returns, applications for permits and licenses, incorporation papers, and other documents.

Effective Date: 10-20-1980

2921.42 Having an unlawful interest in a public contract

(A) No public official shall knowingly do any of the following:

(1) Authorize, or employ the authority or influence of the public official's office to secure authorization of any public contract in which the public official, a member of the public official's family, or any of the public official's business associates has an interest;

(2) Authorize, or employ the authority or influence of the public official's office to secure the investment of public funds in any share, bond, mortgage, or other security, with respect to which the public official, a member of the public official's family, or any of the public official's business associates either has an interest, is an underwriter, or receives any brokerage, origination, or servicing fees;

(3) During the public official's term of office or within one year thereafter, occupy any position of profit in the prosecution of a public contract authorized by the public official or by a legislative body, commission, or board of which the public official was a member at the time of authorization, unless the contract was let by competitive bidding to the lowest and best bidder;

(4) Have an interest in the profits or benefits of a public contract entered into by or for the use of the political subdivision or governmental agency or instrumentality with which the public official is connected;

(5) Have an interest in the profits or benefits of a public contract that is not let by competitive bidding if required by law and that involves more than one hundred fifty dollars;

(B) In the absence of bribery or a purpose to defraud, a public official, member of a public official's family, or any of a public official's business associates shall not be considered as having an interest in a public contract or the investment of public funds, if all of the following apply:

(1) The interest of that person is limited to owning or controlling shares of the corporation, or being a creditor of the corporation or other organization, that is the contractor on the public contract involved, or that is the issuer of the security in which public funds are invested;

(2) The shares owned or controlled by that person do not exceed five percent of the outstanding shares of the corporation, and the amount due that person as creditor does not exceed five percent of the total indebtedness of the corporation or other organization;

(3) That person, prior to the time the public contract is entered into, files with the political subdivision or governmental agency or instrumentality involved, an affidavit giving that person's exact status in connection

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with the corporation or other organization.

(C) This section does not apply to a public contract in which a public official, member of a public official's family, or one of a public official's business associates has an interest, when all of the following apply:

(1) The subject of the public contract is necessary supplies or services for the political subdivision or governmental agency or instrumentality involved;

(2) The supplies or services are unobtainable elsewhere for the same or lower cost, or are being furnished to the political subdivision or governmental agency or instrumentality as part of a continuing course of dealing established prior to the public official's becoming associated with the political subdivision or governmental agency or instrumentality involved;

(3) The treatment accorded the political subdivision or governmental agency or instrumentality is either preferential to or the same as that accorded other customers or clients in similar transactions;

(4) The entire transaction is conducted at arm's length, with full knowledge by the political subdivision or governmental agency or instrumentality involved, of the interest of the public official, member of the public official's family, or business associate, and the public official takes no part in the deliberations or decision of the political subdivision or governmental agency or instrumentality with respect to the public contract.

(D) Division (A) (4) of this section does not prohibit participation by a public employee in any housing program funded by public moneys if the public employee otherwise qualifies for the program and does not use the authority or influence of the public employee's office or employment to secure benefits from the program and if the moneys are to be used on the primary residence of the public employee. Such participation does not constitute an unlawful interest in a public contract in violation of this section.

(E) Whoever violates this section is guilty of having an unlawful interest in a public contract. Violation of division (A) (1) or (2) of this section is a felony of the fourth degree. Violation of division (A) (3), (4), or (5) of this section is a misdemeanor of the first degree.

(F) It is not a violation of this section for a prosecuting attorney to appoint assistants and employees in accordance with sections 309.06 and 2921.421 of the Revised Code, for a chief legal officer of a municipal corporation or an official designated as prosecutor in a municipal corporation to appoint assistants and employees in accordance with section 733.621 and 2921.421 of the Revised Code, or for a township law director appointed under section 504.15 of the Revised Code to appoint assistants and employees in accordance with sections 504.151 and 2921.421 of the Revised Code.

(G) This section does not apply to a public contract in which a township trustee in a township with a population of five thousand or less in its unincorporated area, a member of the township trustee's family, or one of the township trustee's business associates has an interest, if all of the following apply:

(1) The subject of the public contract is necessary supplies or services for the township and the amount of the contract is less than five thousand dollars per year;

(2) The supplies or services are being furnished to the township as part of a continuing course of dealing established before the township trustee held that office with the township;

(3) The treatment accorded the township is either preferential to or the same as that accorded other customers or clients in similar transactions;

(4) The entire transaction is conducted with full knowledge by the township of the interest of the township trustee, member of the township trustee's family, or the township trustee's business associate.

(H) Any public contract in which a public official, a member of the public official's family, or any of the public official's business associates has an interest in violation of this section is void and unenforceable. Any contract securing the investment of public funds in which a public official, a member of the public official's business associates has an interest, is an underwriter, or receives any brokerage, origination, or servicing fees and that was entered into in violation of this section is void and unenforceable.

(I) As used in this section:

(1) "Public contract" means any of the following:

(a) The purchase or acquisition, or a contract for the purchase or acquisition, of property or services by or for the use of the state, any of its political subdivisions, or any agency or instrumentality of either, including the employment of an individual by the state, any of its political subdivisions, or any agency or instrumentality of either;

(b) A contract for the design, construction, alteration, repair, or maintenance of any public property.

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(2) "Chief legal officer" has the same meaning as in section 733.621 of the Revised Code.

Effective Date: 06-23-1994; 2007 HB119 09-29-2007

2921.43 Soliciting or accepting improper compensation.

(A) No public servant shall knowingly solicit or accept, and no person shall knowingly promise or give to a public servant, either of the following:

(1) Any compensation, other than as allowed by divisions (G), (H), and (I) of section 102.03 of the Revised Code or other provisions of law, to perform the public servant's official duties, to perform any other act or service in the public servant's public capacity, for the general performance of the duties of the public servant's public office of public employment, or as a supplement to the public servant's public compensation;

(2) Additional or greater fees or costs than are allowed by law to perform the public servant's official duties.

(B) No public servant for the public servant's own personal or business use, and no person's own personal or business use or for the personal or business use of a public servant or party official shall solicit or accept anything of value in consideration of either of the following:

(1) Appointing or securing, maintaining, or renewing the appointment of any person to any public office, employment, or agency;

(2) Preferring, or maintaining the status of, any public employee with respect to compensation, duties, placement, location, promotion, or other material aspects of employment.

(C) No person for the benefit of a political party, campaign committee, legislative campaign fund, political action committee, or political contributing entity shall coerce any contribution in consideration of either of the following:

(1) Appointing or securing, maintaining, or renewing the appointment of any person to any public office, employment, or agency;

(2) Preferring, or maintaining the status of, any public employee with respect to compensation, duties, placement, location, promotion, or other material aspects of employment.

(D) Whoever violates this section is guilty of soliciting improper compensation, a misdemeanor of the first degree.

(E) A public servant who is convicted of a violation of this section is disqualified from holding any public office, employment, or position of trust in this state for a period of seven years from the date of conviction.

(F) Divisions (A), (B), and (C) of this section do not prohibit a person from making voluntary contributions to a political party, campaign committee, legislative campaign fund, political action committee, or political contributing entity or prohibit a political party, campaign committee, legislative campaign fund, political action committee, or political contributing entity from accepting voluntary contributions.

Effective Date: 07-13-1998; 03-31-2005; 04-26-2005

**Appendix C
SMALL PURCHASE DOCUMENTATION FORM**

DESCRIPTION OF GOODS OR SERVICES TO BE PURCHASED (attach additional sheets if necessary):

JUSTIFICATION FOR USE OF SMALL PURCHASE PROCEDURES (attach additional sheets if necessary):

EVALUATION CRITERIA TO BE USED IN SELECTION (attach additional sheets if necessary):

VENDOR #1
NAME:

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ADDRESS // TELEPHONE#:
QUOTED PRICE:

VENDOR #2 NAME:
ADDRESS // TELEPHONE#:
QUOTED PRICE:

VENDOR #3 NAME:
ADDRESS // TELEPHONE#:
QUOTED PRICE:

NAME OF SELECTED VENDOR:
BASIS FOR SELECTION:

I attest that the selection of the proposed named above was made in accordance with the Delaware county department of job and family services procurement plan and applicable federal and state statutes, federal regulations, state administrative rules, and local policies. The selected proposer is a responsible source whose quotation is most advantageous to the program, with price and other factors considered, under the evaluation criteria specified above.

NAME
TITLE / POSITION
DATE

**Appendix D
Disclosure Statement**

This form is primarily designed to show the organizational and fiduciary affiliations of the individual signing below. The information presented here is required to prevent potential conflicts of interest for that individual or for members of his/her immediate family. It is to be kept confidential and on file to note relationships which could conflict with individuals signing who are in any way associated with employment, service on boards, or the recipients of funds from the Delaware County Department of Job and Family Services.

Below please list organizational and fiduciary affiliations you or a family member may have which could pose a potential conflict of interest as a result of your association with Delaware County Department of Job and Family Services.

- | | |
|--|---|
| 1. _____
2. _____
3. _____
4. _____
5. _____
6. _____ | 7. _____
8. _____
9. _____
10. _____
11. _____
12. _____ |
|--|---|

NO AFFILIATIONS _____

By signing this statement, I have, to the best of my knowledge, disclosed all information revealing any organizational affiliation which could pose as a conflict of interest given my relationship to the Delaware County Department of Job and Family Services. My signature affirms that I will abide by the conflict of interest clause as stated in the Delaware CDJFS Procurement Policy, as indicated on page 4 of this policy. Further, I will not participate in any matter which could provide direct financial benefit to me nor will I use my position for a purpose that is or gives the appearance of being motivated by a desire for private gain for family members, business associates, etc., as a result of my relationship with the Delaware County Department of Job and Family Services.

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I, the undersigned, do hereby acknowledge and agree to abide by, under penalty of perjury, the above Disclosure Statement.

Staff Member Signature

Date

APPENDIX E
DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
PRICE AND COST ANALYSIS WORKSHEET

Contractor:

Dates of Service:

Contract Value:

Services being provided: Program(s):

CFDA Number(s):

- Administrative
- Financial
- Legal
- Service to Clients
- Other _____

This worksheet is used to assist the DCDJFS to ensure that appropriate documentation is obtained to support the proposed budget or quotation for this procurement.

PRICE ANALYSIS:

Conduct analysis based on one or more of the following (attach documentation):

- Written quotations from one or more contractors; fax and/or email acceptable.
- Documented phone quotations, indicate the name of the contact person, phone number, company or individual and other pertinent information.
- Published price lists from two or more contractors; fax and/or email acceptable.
- Previous purchases by DCDJFS or same or similar item(s) or service(s) from this or another contractor (attach copies of applicable quotations, bids, or purchase orders).
- Previous purchases by others of the same or similar item(s) or service(s) from this contractor (attach copies of applicable quotations, bids, or purchase orders).
- Comparison to in-house estimate (attach estimate).

COST ANALYSIS:

- Salaries/Wages:** Attach supporting documentation of the individual’s actual base rate. Support documentation for salaries and wages may include copies of payroll forms or reports. If this information is not available a certification signed by the contractor is required: “The salary and wage information provided is true and correct and represents the current and actual base of each individual included in the contract.”
- Fringe Benefits:** Attach supporting documentation for fringe benefits. Support documentation may include a copy of the federally negotiated fringe benefit rate agreement or copy of the published rates. If documentation is not available, the following certification signed by the contractor is required: “The fringe benefit information provided is true and correct and represents the current and actual fringe benefits for each individual included in this contract.”
- Consultants:** Identify the name, rate and number of hours/days for each consultant. Determine that the purpose and cost are appropriate. Attach supporting documentation for the rates used. Attach written justification for rates exceeding the federally authorized rate (currently \$443/day). Support documentation for consultant rates may include a copy of the consultant’s published rates or a statement signed by the consultant indicating the rate normally charged for the services provided.
- Mileage:** Attach supporting documentation for mileage reimbursement. Support documentation for consultant rates may include a copy of the IRS published rates or a statement signed by the consultant indicating the rate normally charged for the mileage being charged. Rate cannot exceed any county and/or state-imposed rates for service.

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_____ **Supplies:** Attach supporting documentation for items with unit costs of \$500 or more. Attach justification for direct charging items such as office supplies, postage, utilities, and other costs that are normally considered as indirect costs. Items exceeding \$500 may include copies of published catalog process or copies of previous expense reports.

_____ **Services:** Attach supporting documentation to support unit costs or actual costs for service(s) being provided. This may include a copy of the contractor’s published rates or statement from the contractor indicating the rate normally charged for the service(s) being provided.

_____ **Equipment:** Equipment means an article of nonexpendable, tangible personal property having a useful life of more than two years and an acquisition cost that equals or exceeds \$500. Attach supporting documentation which may include copies of published catalog prices or copies of previous expense vouchers.

_____ **Indirect Costs or Overhead:** Attach a copy of the contractor’s federally- negotiated indirect costs rate or methodology used to develop indirect costs. If contractor includes these costs in a unit rate, then a written description of how the unit rate was developed and illustration of how these costs were computed.

COTS/PRICE REASONABLENESS CERTIFICATION

“I have reviewed the price and/or costs provided by the contractor and have determined that the costs proposed are necessary and reasonable for the services/work performed by the contractor.”

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

**26
RESOLUTION NO. 21-891**

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH SILLING ARCHITECTS FOR PROFESSIONAL DESIGN SERVICES FOR THE PROJECT KNOWN AS THE DELAWARE COUNTY JUDICIAL BUILDING MISCELLANEOUS OFFICE SUITE BUILDOUT:

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

WHEREAS, the Director of Facilities recommends approval of an agreement with Silling Architects for Professional Design Services for the project known as the Delaware County Judicial Building Miscellaneous Office Suite Buildout;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approves the following agreement with Silling Architects, Inc. for Professional Design Services for the project known as the Delaware County Judicial Building Miscellaneous Office Suite Buildout:

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into on September 27, 2021, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Silling Architects, 405 Capitol Street, Upper Atrium, Charleston, WV 25301 (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide professional design services for the project known as Delaware County Judicial Building Miscellaneous Office Suite Buildout (the “Services”).
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services are more fully defined in, and shall be rendered by the Consultant in accordance with AIA Document B104-2017, attached hereto as Exhibit A, and the associated Hourly Rates, attached hereto as Exhibit B, which are both, by these references, fully incorporated herein.

2 SUPERVISION OF SERVICES

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

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be based on the hourly rates set forth in Exhibit B, with the total compensation not to exceed Forty-nine Thousand Nine Hundred Dollars (\$49,000).
- 4.2 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services as set forth in Exhibit A.

5 NOTICES

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

Project Manager:

Name: Jon Melvin, Director of Facilities
 Address: 1405 US Highway 23 North
 Delaware, OH 43015
 Telephone: 740 833-2283
 Email: jmelvin@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Thomas Potts, AIA
 Address of Firm: 405 Capitol Street, Upper Atrium
 City, State, Zip: Charleston, WV 25301
 Telephone: 304-346-0565
 Email: tpotts@silling.com

6 PAYMENT

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

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

- 7.1 The Consultant shall commence Services upon written Notice to Proceed (“Authorization”) from the Project Manager and shall complete the Services no later than 52 weeks from the date authorized.

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- 7.2 Consultant shall not proceed with any "If Authorized" tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Project Manager may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

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

9 CHANGE IN SCOPE OF SERVICES

- 9.1 In the event that significant changes to the scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall not take effect until approved in writing by both Parties.

10 OWNERSHIP

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

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

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

12 INDEMNIFICATION

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

13 INSURANCE

- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services

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hereunder and for three (3) years following completion of the services hereunder. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.

- 13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for

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failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

- 14.10 **Drug-Free Workplace:** The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 **Non-Discrimination/Equal Opportunity:** Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

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

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RESOLUTION NO. 21-892

IN THE MATTER OF RE-APPOINTING MEMBERS TO THE MILLSTONE COMMUNITY AUTHORITY BOARD OF TRUSTEES:

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

WHEREAS, on December 8, 2005, the Delaware County Board of Commissioners (the “Board of Commissioners”) adopted Resolution No. 05-1627, establishing the Millstone Community Authority (the “Community Authority”), pursuant to Chapter 349 of the Ohio Revised Code; and

WHEREAS, as the organizational board of commissioners, the Board of Commissioners shall make appointments to the Community Authority Board of Trustees, pursuant to Resolution No. 05-1627 and section 349.04 of the Revised Code; and

WHEREAS, the terms for two (2) seats will expire December 7, 2021, and the two (2) members occupying those seats wish to be re-appointed; and

WHEREAS, on June 20, 2013, the Board of Commissioners adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the “Policy”), which requires posting of all available positions for at least fourteen (14) days and permits the Board of Commissioners to conduct interviews of any applicants; and

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to re-appoint current members of the Millstone Community Authority Board of Trustees;

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

Section 1. The Board hereby approves an exception to the Policy for the appointments made herein by choosing to waive the requirement for posting the position and to proceed directly to appointment.

Section 2. The Board of Commissioners hereby approves the re-appointment of the following members to the Millstone Community Authority Board of Trustees for the terms specified herein:

Position	Appointee	Term Ends
Citizen Member	Jane Hawes	December 7, 2023
Local Government Representative	Seiji Kille	December 7, 2023

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Section 3. The appointments approved herein shall take effect on December 8, 2021.

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

28

RESOLUTION NO. 21-893

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS APPOINTING A REPRESENTATIVE TO THE OHIO CHILDREN’S TRUST FUND CENTRAL OHIO CHILD ABUSE AND CHILD NEGLECT REGIONAL PREVENTION COUNCIL:

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

WHEREAS, pursuant to section 3109.172(C)(1) of the Ohio Revised Code, the Delaware County Board of Commissioners (the “Board of Commissioners”) may appoint up to two (2) county prevention specialists to the Ohio Children’s Trust Fund Central Ohio Child Abuse and Child Neglect Regional Prevention Council (the “Regional Prevention Council”); and

WHEREAS, the term for one (1) of the Board of Commissioners’ appointments to the Regional Prevention Council will expire December 18, 2021; and

WHEREAS, on June 20, 2013, the Board of Commissioners adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the “Policy”), which requires posting of all available positions for at least fourteen (14) days and permits the Board of Commissioners to conduct interviews of any applicants; and

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to appoint a member of the Regional Prevention Council;

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

Section 1. The Board hereby approves an exception to the Policy for the appointment made herein by choosing to waive the requirement for posting the position and to proceed directly to appointment.

Section 2. The Board of Commissioners hereby approves the appointment of the following member, recommended by the Delaware County Family and Children First Council, to the Ohio Children’s Trust Fund Central Ohio Child Abuse and Child Neglect Regional Prevention Council for the term specified herein:

Appointee	Title	Term
Katie Stenman	Court Administrator, Delaware County Probate/Juvenile Court	December 18, 2021 - December 18, 2023

Section 3. In accordance with OAC 5101:5-1-03(C), the Clerk is directed to submit a copy of this Resolution to the Ohio Children’s Trust Fund for confirmation of the appointment.

Section 4. The appointment approved herein shall be effective upon confirmation by the Ohio Children’s Trust Fund and shall be for the period specified in the appointment confirmation.

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

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RESOLUTION NO. 21-894

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

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

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

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

Permit #	Applicant	Location	Type of Work
UT21-0173	AEP	Piatt Preserve Section 1	Directional bore & install conduit
UT21-0174	AEP	E. Orange Road	Bore & install duct

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

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RESOLUTION NO. 21-895

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR OLENTANGY LOCAL SCHOOL DISTRICT NEW MIDDLE SCHOOL NO. 6:

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

WHEREAS, on September 27, 2021, a Ditch Maintenance Petition for Olentangy Local School District New Middle School No. 6 (the "Petition") was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within Olentangy Local School District New Middle School No. 6 located off of Piatt Road in Berlin Township; and

WHEREAS, the petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the real estate taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program;

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$366,911.80 for the benefit of the lot(s) being created in the subject site. The developed area of 44.98 acres will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore \$8,157.22 per acre. An annual maintenance fee equal to 2% of this basis (\$163.14) will be collected for each developed lot. It is understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$7,338.04 has been paid to Delaware County, receipt of which is hereby acknowledged.

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

31

RESOLUTION NO. 21-896

IN THE MATTER OF ESTABLISHING A MAINTENANCE BOND AND RETURNING CONSTRUCTION SURETIES FOR NORTHLAKE PRESERVE SECTION 3, NORTHLAKE PRESERVE SECTION 4, LIBERTY GRAND DISTRICT SECTION 3, AND LIBERTY GRAND DISTRICT SECTION 4:

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

Northlake Preserve Section 3:

WHEREAS, the roadway construction has been completed for the project known as Northlake Preserve Section 3 ("Project"); and

WHEREAS, as the result of the Engineer's recent field review of the Project, the Engineer has determined that only minor remedial work remains which can be accomplished during the subsequent one year maintenance period; and

WHEREAS, the Engineer recommends that in accordance with the Owner's Agreement, the maintenance bond be set at \$53,660 (10% of the original construction estimate) and the Project be placed on the required one

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year maintenance period; and

WHEREAS, M/I Homes of Central Ohio, LLC (“Principal”) has provided a maintenance bond in the amount of \$53,660 as surety to cover the one year maintenance period; and

WHEREAS, the Engineer also recommends approval to return the construction performance bond to the Principal;

Northlake Preserve Section 4:

WHEREAS, the roadway construction has been completed for the project known as Northlake Preserve Section 4 (“Project”); and

WHEREAS, as the result of the Engineer’s recent field review of the Project, the Engineer has determined that only minor remedial work remains which can be accomplished during the subsequent one year maintenance period; and

WHEREAS, the Engineer recommends that in accordance with the Owner’s Agreement, the maintenance bond be set at \$67,170 (10% of the original construction estimate) and the Project be placed on the required one year maintenance period; and

WHEREAS, M/I Homes of Central Ohio, LLC (“Principal”) has provided a maintenance bond in the amount of \$67,170 as surety to cover the one year maintenance period; and

WHEREAS, the Engineer also recommends approval to return the construction performance bond to the Principal;

Liberty Grand District Section 3

WHEREAS, the roadway construction has been completed for the project known as Liberty Grand District Section 3 (“Project”); and

WHEREAS, as the result of the Engineer’s recent field review of the Project, the Engineer has determined that only minor remedial work remains which can be accomplished during the subsequent one year maintenance period; and

WHEREAS, the Engineer recommends that in accordance with the Owner’s Agreement, the maintenance bond be set at \$53,900 (10% of the original construction estimate) and the Project be placed on the required one year maintenance period; and

WHEREAS, M/I Homes of Central Ohio, LLC (“Principal”) has provided a maintenance bond in the amount of 53,900 as surety to cover the one year maintenance period; and

WHEREAS, the Engineer also recommends approval to return the construction performance bond to the Principal;

Liberty Grand District Section 4

WHEREAS, the roadway construction has been completed for the project known as Liberty Grand District Section 4 (“Project”); and

WHEREAS, as the result of the Engineer’s recent field review of the Project, the Engineer has determined that only minor remedial work remains which can be accomplished during the subsequent one year maintenance period; and

WHEREAS, the Engineer recommends that in accordance with the Owner’s Agreement, the maintenance bond be set at \$64,500 (10% of the original construction estimate) and the Project be placed on the required one year maintenance period; and

WHEREAS, M/I Homes of Central Ohio, LLC (“Principal”) has provided a maintenance bond in the amount of \$64,500 as surety to cover the one year maintenance period; and

WHEREAS, the Engineer also recommends approval to return the construction performance bond to the Principal;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves establishing maintenance bonds for each Project listed herein and returning the construction bonds for each Project listed herein to the respective Principal as outlined herein.

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

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32**RESOLUTION NO. 21-897****IN THE MATTER OF APPROVING OWNER'S AGREEMENTS FOR COURTYARDS AT CLEAR CREEK SECTION 3, HYATTS MEADOWS SECTION 1, AND HYATTS MEADOWS SECTION 2:**

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

WHEREAS, the Engineer recommends approving the Owner's Agreements for Courtyards at Clear Creek Section 3, Hyatts Meadows Section 1, and Hyatts Meadows Section 2;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner's Agreements for Courtyards at Clear Creek Section 3, Hyatts Meadows Section 1, and Hyatts Meadows Section 2, as follows:

Courtyards at Clear Creek Section 3

OWNER'S AGREEMENT
PROJECT NUMBER: 20063

THIS AGREEMENT, executed on this 27th day of September, 2021 between **EPCON CLEAR CREEK, LLC**, hereinafter called "OWNER" and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **Courtyards at Clear Creek Section 3**, further identified as Project Number 20063 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 1 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **TWENTY-SIX THOUSAND DOLLARS (\$26,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to

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10% of the originally approved construction estimate as shown in **Exhibit “A”** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer’s** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto.**

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER’S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS.**

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **OWNER.** All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS,** as required, “as-built” drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer.**

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

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

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the **OWNER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT.**

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT “A”

CONSTRUCTION COST ESTIMATE	\$647,800
CONSTRUCTION BOND AMOUNT	\$647,800
MAINTENANCE BOND AMOUNT	\$ 64,800
INSPECTION FEE DEPOSIT	\$ 26,000

Hyatts Meadows Section 1

OWNER’S AGREEMENT
PROJECT NUMBER: 21085

THIS AGREEMENT, executed on this 27th day of September, 2021 between **OLENTANGY FALLS II, LTD.,** hereinafter called ‘**OWNER**’ and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS),** for the project described as **Hyatts Meadows Section 1,** further identified as Project Number 21085 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT.**

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit “A”** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 1 for this project.

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The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **THIRTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$35,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

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

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$1,746,400
CONSTRUCTION BOND AMOUNT	\$1,746,400
MAINTENANCE BOND AMOUNT	\$ 174,700

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INSPECTION FEE DEPOSIT

\$ 35,000

Hyatts Meadows Section 2

**OWNER'S AGREEMENT
PROJECT NUMBER: 21086**

THIS AGREEMENT, executed on this 27th day of September, 2021 between **OLENTANGY FALLS II, LTD.**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **Hyatts Meadows Section 2**, further identified as Project Number 21086 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 1 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **THIRTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$32,500)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance

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shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, “as-built” drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

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

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the **OWNER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT “A”

CONSTRUCTION COST ESTIMATE	\$406,400
CONSTRUCTION BOND AMOUNT	\$406,400
MAINTENANCE BOND AMOUNT	\$ 40,700
INSPECTION FEE DEPOSIT	\$ 32,500

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

33

RESOLUTION NO. 21-898

IN THE MATTER OF DECLARING THE BOARD’S OPINION REGARDING THE LOCATION AND ESTABLISHMENT OF A NEW PUBLIC ROAD, TO BE KNOWN AS REED PARKWAY (TOWNSHIP ROAD 1782), LOCATED OFF LACKEY OLD STATE ROAD APPROXIMATELY ONE-HALF MILE SOUTH OF U.S. ROUTE 36, EXTENDING WEST FROM LACKEY OLD STATE ROAD FOR ±1101 FEET, IN BERLIN TOWNSHIP, DELAWARE COUNTY, OHIO AND SETTING DATE, TIME, AND PLACE FOR THE VIEW AND FINAL HEARING THEREON:

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

WHEREAS, pursuant to section 5553.04 of the Revised Code, when the board of county commissioners is of the opinion that it will be for the public convenience or welfare to locate, establish, alter, widen, straighten, vacate, or change the direction of a public road, it shall so declare by resolution, which resolution shall set forth the general route and termini of the road, or part of the road, to be located, established, or vacated, or the general manner in which the road is to be altered, widened, or straightened, or the direction of the road is to be changed; and

WHEREAS, the Delaware County Engineer recommends the location and establishment of a new public road, to be known as Reed Parkway (Township Road 1782), located off Lackey Old State Road approximately one-half mile south of U.S. Route 36, extending west from Lackey Old State Road for ±1101 feet in Berlin Township, Delaware County, Ohio; and

WHEREAS, pursuant to section 5553.05 of the Revised Code, in the resolution required by section 5553.04 of the Revised Code, the board of county commissioners shall fix a date when it will view the proposed improvement, and also a date for a final hearing thereon;

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

Section 1. The Board hereby declares its opinion that it will be for the public convenience or welfare to locate and establish a new public road, to be known as Reed Parkway (Township Road 1782), located off Lackey Old State Road approximately one-half mile south of U.S. Route 36, extending west from Lackey Old State Road for ±1101 feet in Berlin Township, Delaware County, Ohio, which is more specifically depicted in Exhibit A, attached hereto and, by this reference, incorporated herein.

Section 2. The Board shall view the proposed improvement through the use of drone videography and

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photography on **Monday, October 11, 2021, at 9:45AM**, at the Commissioners’ Hearing Room located at 91 North Sandusky Street, Delaware, Ohio 43015. The Board shall conduct a final hearing on the proposed improvement on **Thursday, October 14, 2021, at 9:45AM**, at the Commissioners’ Hearing Room located at 91 North Sandusky Street, Delaware, Ohio 43015.

Section 3. The Clerk of the Board is hereby directed to give notice of the view and final hearing by publication in the Delaware Gazette once a week for two consecutive weeks.

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

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ADMINISTRATOR REPORTS

Dawn Huston, County Administrator

- Shout out to Jane Hawes and Marisa Stith for their work on the Open House held yesterday.
- Karen First has sent out the memo to the Directors and Elected Officials for the start of the budget process.

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Benton

- The Little Brown Jug was ran on Thursday with an exciting finish.
- Attended several auction events at the Fair.
- Attended the Operation Forever Grateful on Friday night.
- Was able to tour the new Ohio Wesleyan dorms last Friday.
- There will be an update on the US 23 Corridor study this Wednesday.
- There will be a legislative reception this Wednesday at the Statehouse.

Commissioner Lewis

- Was able to tour the new Franklin County Correctional Facility and Crew Stadium with the new regional CCAO/CCEO group.

Commissioner Merrell

- Attended the Regional Planning Executive Meeting last Wednesday.
- Local support of the Junior Fair participant’s livestock sales in key in their success.
- Attended the Operation Forever Grateful dinner on Friday evening.
- Will be attending a American Relief Program symposium on Wednesday.

36

RESOLUTION NO. 21-899

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR COLLECTIVE BARGAINING:

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of compensation of a public employee or public official; for collective bargaining.

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

RESOLUTION NO. 21-900

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

RECESS 11:44 AM/RECONVENE 1:00 PM

RESOLUTION NO. 21-901

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IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR COLLECTIVE BARGAINING:

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of Appointment of a Public Employee or Public Official.

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

RESOLUTION NO. 21-902

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners