

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2022**

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

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

1
RESOLUTION NO. 22-500

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 9, 2022:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on June 9, 2022; and

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

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

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

2
PUBLIC COMMENT
 -None.

3
RESOLUTION NO. 22-501

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0622, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0622 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0622:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0622, memo transfers in batch numbers MTAPR0622, Procurement Card Payments in batch number PCAPR0622 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R2203458	STOCKHANDS HORSES FOR HEALING	COMMUNITY ENHANCEMENT GRANT	10011102 - 5602	\$7,555.00
R2203460	DELAWARE COUNTY HISTORICAL SOCIETY	COMMUNITY ENHANCEMENT GRANT	10011102 - 5602	\$30,000.00
R2203475	BUCKEYE PAVING COMPANY	REMOVE & REPLACE ASPHALT - EMS #9	40111402 - 5410	\$21,450.00
R2203499	IDEXX DISTRIBUTION INC	COLILERT COMBO, TRAYS & BOTTLES	66211900 - 5201	\$1,985.48
R2203499	IDEXX DISTRIBUTION INC	IDEXX SEALER & LARGE INCUBATOR	66211900 - 5260	\$7,055.74
R2203504	CENTRAL OHIO SYMPHONY ORCHESTRA,THE	COMMUNITY ENHANCEMENT GRANT	10011102 - 5602	\$6,500.00
R2203516	MOTOROLA SOLUTIONS INC	SECURITY SOFTWARE UPGRADE FOR 327 MOTOROLA RADIOS	21411306 - 5320	\$20,864.25
R2203526	DELAWARE COUNTY CONVENTION AND VISITORS BUREAU	COMMUNITY ENHANCEMENT GRANT	10011102 - 5602	\$15,000.00
R2203528	STRAND THEATRE	COMMUNITY ENHANCEMENT GRANT	10011102 - 5602	\$20,000.00
R2203534	PEOPLE IN NEED INC	COMMUNITY ENHANCEMENT GRANTS	10011102 - 5602	\$40,000.00
R2203535	SECOND WARD COMMUNITY INITIATIVE INC	COMMUNITY ENHANCEMENT GRANT	10011102 - 5602	\$20,000.00

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

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4

RESOLUTION NO. 22-502

IN THE MATTER OF ACCEPTING THE TREASURER’S REPORT FOR THE MONTH OF MAY 2022:

It was moved by Mr. Benton, seconded by Mr. Merrell to accept the Treasurer’s Report for the month of May 2022.

(Copy available for review at the Commissioners’ Office until no longer of administrative value.)

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

5

RESOLUTION NO. 22-503

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS
RECOGNIZING JULY 2022 AS OHIO LIVING SARAH MOORE’S 130-YEAR ANNIVERSARY
AND 2022 AS OHIO LIVING’S CENTENNIAL YEAR:

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

WHEREAS, Ohio Living Sarah Moore in Delaware, Ohio, opened their first home on July 4, 1892, to care for older adults; and

WHEREAS, Ohio Living Sarah Moore has been and remains a valued community asset that supports older adults and their loved ones through their programs and services; and

WHEREAS, Ohio Living Sarah Moore strives to provide a safe, accessible and high-quality environment for its assisted-living residents, its patients receiving skilled nursing and rehabilitation services, and its healthcare team members who serve the Ohio Living Sarah Moore community.

THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners recognizes July 2022 as Ohio Living Sarah Moore’s 130-year anniversary and 2022 as Ohio Living’s centennial year. The Commissioners recognize the value and importance of caring for older adults in Delaware County and salute the long-standing tradition of care that Ohio Living Sarah Moore has provided since 1892.

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

6

RESOLUTION NO. 22-504

IN THE MATTER OF AMENDING THE CHILD PLACEMENT SERVICES CONTRACTS
BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE
DELAWARE COUNTY BOARD OF COMMISSIONERS, AND HEALING PATHWAYS
TRANSITIONAL HOMES, INC.; CINCINNATI CHILDREN’S HOSPITAL- CHILDREN’S
COLLEGE HILL CAMPUS; BUCKEYE RANCH, INC.; FOUNDATIONS FOR LIVING;
GENACROSS FAMILY AND YOUTH SERVICES; LEGACY RESIDENTIAL HOMES, INC.; AND
NECCO, INC.;

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

WHEREAS, Delaware County contracts with child care placement providers in accordance with state and federal regulations; and

WHEREAS, the Director of Job & Family Services recommends approval of the following contract amendments;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the contract amendments for child care placement providers with Healing Pathways Transitional Homes, Inc.; Cincinnati Children’s Hospital- Children’s College Hill Campus; Buckeye Ranch, Inc.; Foundations For Living; Genacross Family And Youth Services; Legacy Residential Homes, Inc. AND NECCO, Inc., as follows:

Healing Pathways Transitional Homes, Inc.:

**Third Amendment
To
Contract for the Purchase of
Residential Treatment Care Services
Between**

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2022**

**Delaware County Department of Job and Family Services
and
Healing Pathways Transitional Homes, Inc.**

This Third Amendment of the Contract For The Provision of Residential Treatment Care Services is entered into this 23rd day of June, 2022 by and between Delaware County Board of County Commissioners (hereinafter “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and Healing Pathways Transitional Homes, Inc. (hereinafter “Provider”) whose address is 1667 State Avenue, Cincinnati, Ohio 45204 (hereinafter collectively the “Parties”).

WHEREAS, the Parties entered into the Contract for Residential Treatment Care Services (“Contract”) on June 28, 2021,

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

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:
 - A. The contract shall be extended for the service period July 1, 2022 through June 30, 2023.
 - B. Appendix I updates Schedule A Per Diem Rates for the service period July 1, 2022 through June 30, 2023.
 - C. Appendix II updates Schedule C Per Diem Rates for the service period July 1, 2022 through June 30, 2023.

2. Signatures

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

3. Conflicts

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

4. Terms of Agreement Unchanged

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

**Appendix I
Schedule A Rate Information
Per Diem Rates
July 1, 2022 – June 30, 2023
Healing Pathways**

Title IV-E Reimbursement Ceiling Per Diem Amount				
Service Worksheet	Service Name	Provider Number	Maintenance	Administration
RES 1	State Avenue Group Home	20954	\$405	\$18

Cost Per Diem Amount							
Maintenance	Administration	Case Management	Transportation - Maintenance	Transportation - Administration	Other Direct Services	Behavioral Health	Other
\$197.83	\$205.65	\$1.30	\$5.56	\$5.56	\$7.58	\$0.00	\$0.00

**Appendix II
Schedule C Rate Information
Per Diem Rates
July 1, 2022 – June 30, 2023
Healing Pathways**

Title IV-E Reimbursement Ceiling Per Diem Amount				
Service Worksheet	Service Name	Provider Number	Maintenance	Administration
RES 1	State Avenue Group Home	20954	\$405	\$18

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2022**

Cost Per Diem Amount							
Maintenance	Administration	Case Management	Transportation - Maintenance	Transportation - Administration	Other Direct Services	Behavioral Health	Other
\$197.83	\$205.65	\$1.30	\$5.56	\$5.56	\$7.58	\$0.00	\$0.00

Cincinnati Children’s Hospital- Children’s College Hill Campus:

**Third Amendment
To
Contract for the Purchase of
Residential Treatment Care Services
Between
Delaware County Department of Job and Family Services
and
Cincinnati Children’s Hospital- Children’s College Hill Campus**

This Third Amendment of the Contract For The Provision of Residential Treatment Care Services is entered into this 23rd day of June, 2022 by and between Delaware County Board of County Commissioners (hereinafter “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and Cincinnati Children’s Hospital- Children’s College Hill Campus (hereinafter “Provider”) whose address is 5642 Hamilton Avenue, Cincinnati, Ohio 45224 (hereinafter collectively the “Parties”).

WHEREAS, the Parties entered into the Contract for Residential Treatment Care Services (“Contract”) on June 28, 2021,

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

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:
 - A. The contract shall be extended for the service period July 1, 2022 through June 30, 2023.
 - B. Appendix I updates Schedule A Per Diem Rates for the service period July 1, 2022 through June 30, 2023.
 - C. Appendix II updates Schedule B Per Diem Rates for the service period July 1, 2022 through June 30, 2023.
2. Signatures

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

3. Conflicts

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

4. Terms of Agreement Unchanged

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

**Appendix I
Schedule A Rate Information
Per Diem Rates
July 1, 2022 – June 30, 2023
Cincinnati Children’s Hospital**

Service Description	Service ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation/Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other per Diem Cost	Total Per Diem
Children's College Hill Campus (20557)	373666	\$457.46	\$11.00						\$468.46

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
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**Schedule A Rate Information
Per Diem Rates
July 1, 2022 – June 30, 2023
Cincinnati Children’s Hospital**

Service Description	Service ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation/Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other per Diem Cost	Total Per Diem
Children's College Hill Campus (20557)	373666	\$457.46	\$11.00						\$468.46

Buckeye Ranch, Inc.:

**Fourth Amendment
To
Contract for the Purchase of
Residential Treatment and Foster Care Services
Between
Delaware County Department of Job and Family Services
and
Buckeye Ranch, Inc.**

This Fourth Amendment of the Contract For The Provision of Residential Treatment and Foster Care Services is entered into this 23rd day of June, 2022 by and between Delaware County Board of County Commissioners (hereinafter “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and Buckeye Ranch, Inc. (hereinafter “Provider”) whose address is 5665 Hoover Road, Grove City, Ohio 43123 (hereinafter collectively the “Parties”).

WHEREAS, the Parties entered into the Contract for Residential Treatment and Foster Care Services (“Contract”) on June 28, 2021.

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

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:
 - A. The contract shall be extended for the service period July 1, 2022 through June 30, 2023.
 - B. Appendix I updates Schedule A Per Diem Rates for the service period July 1, 2022 through June 30, 2023.
 - C. Appendix II updates Schedule B Per Diem Rates for the service period July 1, 2022 through June 30, 2023.
2. Signatures

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

3. Conflicts

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

4. Terms of Agreement Unchanged

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

**Appendix I
Schedule A Rate Information
Per Diem Rates
July 1, 2022 – June 30, 2023
Buckeye Ranch**

COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
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Service	Provider		Admin	Other	Total
	Number	Maintenance			
Foster Care					
Level 1 - Traditional Foster Care	30176	\$ 30.11	\$ 46.00	\$ 2.48	\$ 78.59
Level 2 - Specialized Foster Care	30177	\$ 49.91	\$ 42.54	\$ 1.92	\$ 94.37
Level 3 - Exceptional Foster Care	30178	\$ 57.18	\$ 58.92	\$ 2.63	\$ 118.73
Level 4 - Intensive Foster Care	30179	\$ 64.57	\$ 68.00	\$ 3.31	\$ 135.88
Residential					
Intensive Care Center	20193	\$ 515.00	\$ 25.00	\$ 10.12	\$ 550.12

Rates listed above are applicable to clients who are Medicaid eligible.
Residential clients who are not Medicaid eligible, the per diem rate shall be:
Main- \$515.00
Admin- \$25.00
Other- \$225.00
TOTAL- \$765.00

Independent Living - \$175 per day + \$20 per day for each dependent minor child

Appendix II
Schedule B Rate Information
Per Diem Rates
July 1, 2022 – June 30, 2023
Buckeye Ranch

Service	Provider		Admin	Other	Total
	Number	Maintenance			
Foster Care					
Level 1 - Traditional Foster Care	30176	\$ 30.11	\$ 46.00	\$ 2.48	\$ 78.59
Level 2 - Specialized Foster Care	30177	\$ 49.91	\$ 42.54	\$ 1.92	\$ 94.37
Level 3 - Exceptional Foster Care	30178	\$ 57.18	\$ 58.92	\$ 2.63	\$ 118.73
Level 4 - Intensive Foster Care	30179	\$ 64.57	\$ 68.00	\$ 3.31	\$ 135.88
Residential					
Intensive Care Center	20193	\$ 515.00	\$ 25.00	\$ 10.12	\$ 550.12

Rates listed above are applicable to clients who are Medicaid eligible.
Residential clients who are not Medicaid eligible, the per diem rate shall be:
Main- \$515.00
Admin- \$25.00
Other- \$225.00
TOTAL- \$765.00

Independent Living - \$175 per day + \$20 per day for each dependent minor child

Foundations For Living:

Third Amendment
To
Contract for the Purchase of
Residential Treatment Care Services
Between
Delaware County Department of Job and Family Services
and
Foundations For Living

This Third Amendment of the Contract For The Provision of Residential Treatment Care Services is entered into this 23rd day of June, 2022 by and between Delaware County Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and Family Services, a Title IV-E Agency, (hereinafter "Agency") whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and Foundations For Living (hereinafter "Provider") whose address is 1451 Lucas Road, Mansfield, Ohio 44903 (hereinafter collectively the "Parties").

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WHEREAS, the Parties entered into the Contract for Residential Treatment Care Services (“Contract”) on June 18, 2021,

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

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:
 - A. The contract shall be extended for the service period July 1, 2022 through June 30, 2023.
 - B. Appendix I updates Schedule A Per Diem Rates for the service period July 1, 2022 through June 30, 2023.
 - C. Appendix II updates Schedule B Per Diem Rates for the service period July 1, 2022 through June 30, 2023.
2. Signatures

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

3. Conflicts

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

4. Terms of Agreement Unchanged

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

**Appendix I
Schedule A Rate Information
Per Diem Rates
July 1, 2022 – June 30, 2023
Foundations for Living**

IV-E PLACEMENT WITH MEDICAID ELIGIBLE RATES AND MEDICAID ELIGIBLE RATES										
SERVICE NAME	Provider Number	Maintenance	Administration	Case Management	Transportation Maintenance	Transportation Administration	Other Direct Services	Behavioral Health	Other	TOTAL PER DIEM RATE
RTC (20476) Residential	81467	\$ 232.89	\$ 86.11							\$ 319.00
RTC (20476) 45 Day Assessment	81467	\$ 232.89	\$ 116.11							\$ 349.00
NON-MEDICAID RATES										
SERVICE NAME	Provider Number	Maintenance	Administration	Case Management	Transportation Maintenance	Transportation Administration	Other Direct Services	Behavioral Health	Other	TOTAL PER DIEM RATE
RTC (20476) Residential	81467	\$ 232.89	\$ 86.11						\$ 140.00	\$ 459.00
RTC (20476) 45 Day Assessment	81467	\$ 232.89	\$ 116.11						\$ 140.00	\$ 489.00
ANY INDIVIDUAL PER DIEM RATES NEGOTIATED AND TIED TO A SPECIFIC YOU PLACEMENTS										
SERVICE NAME	Provider Number	Maintenance	Administration	Case Management	Transportation Maintenance	Transportation Administration	Other Direct Services	Behavioral Health	Other	TOTAL PER DIEM RATE
1:1 Supervision on top of Residential Per Diem as needed. (hourly rate \$35.00)	81467	\$ 232.89	\$ 86.11						\$ 840.00 (if on 24 hours)	\$ 1,159.00

**Appendix II
Schedule B Rate Information
Per Diem Rates
July 1, 2022 – June 30, 2023
Foundations for Living**

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IV-E PLACEMENT WITH MEDICAID ELIGIBLE RATES AND MEDICAID ELIGIBLE RATES										
SERVICE NAME	Provider Number	Maintenance	Administration	Case Management	Transportation Maintenance	Transportation Administration	Other Direct Services	Behavioral Health	Other	TOTAL PER DIEM RATE
RTC (20476) Residential	81467	\$ 232.89	\$ 86.11							\$ 319.00
RTC (20476) 45 Day Assessment	81467	\$ 232.89	\$ 116.11							\$ 349.00
NON-MEDICAID RATES										
SERVICE NAME	Provider Number	Maintenance	Administration	Case Management	Transportation Maintenance	Transportation Administration	Other Direct Services	Behavioral Health	Other	TOTAL PER DIEM RATE
RTC (20476) Residential	81467	\$ 232.89	\$ 86.11						\$ 140.00	\$ 459.00
RTC (20476) 45 Day Assessment	81467	\$ 232.89	\$ 116.11						\$ 140.00	\$ 489.00
ANY INDIVIDUAL PER DIEM RATES NEGOTIATED AND TIED TO A SPECIFIC YOU PLACEMENTS										
SERVICE NAME	Provider Number	Maintenance	Administration	Case Management	Transportation Maintenance	Transportation Administration	Other Direct Services	Behavioral Health	Other	TOTAL PER DIEM RATE
1:1 Supervision on top of Residential Per Diem as needed. (hourly rate \$35.00)	81467	\$ 232.89	\$ 86.11						\$ 840.00 (if on 24 hours)	\$ 1,159.00

Genacross Family and Youth Services:

**Third Amendment
To
Contract for the Purchase of
Residential Treatment Care Services
Between
Delaware County Department of Job and Family Services
and**

LUTHERAN HOMES SOCIETY, INC. dba GENACROSS FAMILY AND YOUTH SERVICES

This Third Amendment of the Contract For The Provision of Residential Treatment Care Services is entered into this 23rd day of June, 2022 by and between Delaware County Board of County Commissioners (hereinafter “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and Lutheran Homes Society, Inc. dba Genacross Family and Youth Services (hereinafter “Provider”) whose address is 1905 Perrysburg Road, Holland Road 43528 (hereinafter collectively the “Parties.”).

WHEREAS, the Parties entered into the Contract for Residential Treatment Care Services (“Contract”) on July 19, 2021,

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

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:
 - A. The contract shall be extended for the service period July 1, 2022 through June 30, 2023.
 - B. Appendix I updates Schedule A Per Diem Rates for the service period July 1, 2022 through June 30, 2023.
 - C. Appendix II updates Schedule B Per Diem Rates for the service period July 1, 2022 through June 30, 2023.

2. Signatures

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

3. Conflicts

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

4. Terms of Agreement Unchanged

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

**Appendix I
Schedule A Rate Information**

COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
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Per Diem Rates
July 1, 2022 – June 30, 2023
Genacross Lutheran Services

<table border="1"> <tr><td colspan="2">Anthony Wayne and East Toledo Group Homes</td></tr> <tr><td colspan="2">Title IV-E Reimbursement Breakdown</td></tr> <tr><td>Maintenance</td><td>\$ 408.64</td></tr> <tr><td>Administration</td><td>\$ 6.01</td></tr> <tr><td>Case Management</td><td>\$ -</td></tr> <tr><td>Transportation-Maintenance</td><td>\$ -</td></tr> <tr><td>Transportation-Administration</td><td>\$ 2.41</td></tr> <tr><td>Other Direct Services</td><td>\$ 1.11</td></tr> <tr><td>Behavioral Health</td><td>\$ -</td></tr> <tr><td>Other</td><td>\$ (12.17)</td></tr> <tr><td>Total</td><td>\$ 406.00</td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td colspan="2">Reimbursement Ceilings</td></tr> <tr><td>Maintenance</td><td>\$ 416.00</td></tr> <tr><td>Administration</td><td>\$ 2.00</td></tr> </table>		Anthony Wayne and East Toledo Group Homes		Title IV-E Reimbursement Breakdown		Maintenance	\$ 408.64	Administration	\$ 6.01	Case Management	\$ -	Transportation-Maintenance	\$ -	Transportation-Administration	\$ 2.41	Other Direct Services	\$ 1.11	Behavioral Health	\$ -	Other	\$ (12.17)	Total	\$ 406.00					Reimbursement Ceilings		Maintenance	\$ 416.00	Administration	\$ 2.00	<table border="1"> <tr><td colspan="2">Oregon and Wynn Group Homes</td></tr> <tr><td colspan="2">Title IV-E Reimbursement Breakdown</td></tr> <tr><td>Maintenance</td><td>\$ 339.64</td></tr> <tr><td>Administration</td><td>\$ 6.80</td></tr> <tr><td>Case Management</td><td>\$ -</td></tr> <tr><td>Transportation-Maintenance</td><td>\$ 0.14</td></tr> <tr><td>Transportation-Administration</td><td>\$ 3.98</td></tr> <tr><td>Other Direct Services</td><td>\$ 0.87</td></tr> <tr><td>Behavioral Health</td><td>\$ -</td></tr> <tr><td>Other</td><td>\$ 54.57</td></tr> <tr><td>Total</td><td>\$406.00</td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td colspan="2">Reimbursement Ceilings</td></tr> <tr><td>Maintenance</td><td>\$ 347.00</td></tr> <tr><td>Administration</td><td>\$ 4.00</td></tr> </table>		Oregon and Wynn Group Homes		Title IV-E Reimbursement Breakdown		Maintenance	\$ 339.64	Administration	\$ 6.80	Case Management	\$ -	Transportation-Maintenance	\$ 0.14	Transportation-Administration	\$ 3.98	Other Direct Services	\$ 0.87	Behavioral Health	\$ -	Other	\$ 54.57	Total	\$406.00					Reimbursement Ceilings		Maintenance	\$ 347.00	Administration	\$ 4.00
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<table border="1"> <tr><td colspan="2">Maumee Youth Center</td></tr> <tr><td colspan="2">Title IV-E Reimbursement Breakdown</td></tr> <tr><td>Maintenance</td><td>\$ 383.56</td></tr> <tr><td>Administration</td><td>\$ 16.51</td></tr> <tr><td>Case Management</td><td>\$ -</td></tr> <tr><td>Transportation-Maintenance</td><td>\$ 0.18</td></tr> <tr><td>Transportation-Administration</td><td>\$ 4.42</td></tr> <tr><td>Other Direct Services</td><td>\$ 0.89</td></tr> <tr><td>Behavioral Health</td><td>\$ -</td></tr> <tr><td>Other</td><td>\$ 0.44</td></tr> <tr><td>Total</td><td>\$406.00</td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td colspan="2">Reimbursement Ceilings</td></tr> <tr><td>Maintenance</td><td>\$ 401.00</td></tr> <tr><td>Administration</td><td>\$ 4.00</td></tr> </table>		Maumee Youth Center		Title IV-E Reimbursement Breakdown		Maintenance	\$ 383.56	Administration	\$ 16.51	Case Management	\$ -	Transportation-Maintenance	\$ 0.18	Transportation-Administration	\$ 4.42	Other Direct Services	\$ 0.89	Behavioral Health	\$ -	Other	\$ 0.44	Total	\$406.00					Reimbursement Ceilings		Maintenance	\$ 401.00	Administration	\$ 4.00																																		
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Appendix II
Schedule B Rate Information
Per Diem Rates
July 1, 2022 – June 30, 2023
Genacross Lutheran Services

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Anthony Wayne and East Toledo Group Homes		Oregon and Wynn Group Homes	
Title IV-E Reimbursement Breakdown		Title IV-E Reimbursement Breakdown	
Maintenance	\$ 408.64	Maintenance	\$ 339.64
Administration	\$ 6.01	Administration	\$ 6.80
Case Management	\$ -	Case Management	\$ -
Transportation-Maintenance	\$ -	Transportation-Maintenance	\$ 0.14
Transportation-Administration	\$ 2.41	Transportation-Administration	\$ 3.98
Other Direct Services	\$ 1.11	Other Direct Services	\$ 0.87
Behavioral Health	\$ -	Behavioral Health	\$ -
Other	\$ (12.17)	Other	\$ 54.57
Total	\$ 406.00	Total	\$406.00
Reimbursement Ceilings		Reimbursement Ceilings	
Maintenance	\$ 416.00	Maintenance	\$ 347.00
Administration	\$ 2.00	Administration	\$ 4.00

Maumee Youth Center	
Title IV-E Reimbursement Breakdown	
Maintenance	\$ 383.56
Administration	\$ 16.51
Case Management	\$ -
Transportation-Maintenance	\$ 0.18
Transportation-Administration	\$ 4.42
Other Direct Services	\$ 0.89
Behavioral Health	\$ -
Other	\$ 0.44
Total	\$406.00
Reimbursement Ceilings	
Maintenance	\$ 401.00
Administration	\$ 4.00

Legacy Residential Homes, Inc.:

**Third Amendment
To
Contract for the Purchase of
Residential Treatment Care Services
Between
Delaware County Department of Job and Family Services
and
Legacy Residential Homes, Inc.**

This Third Amendment of the Contract For The Provision of Residential Treatment Care Services is entered into this 23rd day of June, 2022 by and between Delaware County Board of County Commissioners (hereinafter “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and Legacy Residential Homes, Inc. (hereinafter “Provider”) whose address is 10377 Pippin Lane, Cincinnati, Ohio 45231 (hereinafter collectively the “Parties”).

WHEREAS, the Parties entered into the Contract for Residential Treatment Care Services (“Contract”) on

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July 26, 2021,

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

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:
 - A. The contract shall be extended for the service period July 1, 2022 through June 30, 2023.
 - B. Appendix I updates Schedule A Per Diem Rates for the service period July 1, 2022 through June 30, 2023.
 - C. Appendix II updates Schedule B Per Diem Rates for the service period July 1, 2022 through June 30, 2023.
2. Signatures

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

3. Conflicts

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

4. Terms of Agreement Unchanged

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

**Appendix I
Schedule A Rate Information
Per Diem Rates
July 1, 2022 – June 30, 2023
Legacy Residential Homes**

- Title - IVE placements..... \$331.00
- Medicaid placements..... \$331.00
- Non-Medicaid placements... \$400.00
- Any individual per diem rates negotiated and tied to specific youth placements.... \$331.00

**Appendix II
Schedule B Rate Information
Per Diem Rates
July 1, 2022 – June 30, 2023
Legacy Residential Homes**

- Title - IVE placements..... \$331.00
- Medicaid placements..... \$331.00
- Non-Medicaid placements... \$400.00
- Any individual per diem rates negotiated and tied to specific youth placements.... \$331.00

NECCO, Inc.

**Third Amendment
To
Contract for the Purchase of
Foster Care Services
Between
Delaware County Department of Job and Family Services
and
NECCO, Inc.**

This Third Amendment of the Contract For The Provision of Foster Care Services is entered into this 23rd day of June, 2022 by and between Delaware County Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and

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Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and NECCO, Inc. (hereinafter “Provider”) whose address is 415 Glensprings Drive, Cincinnati, Ohio 45246 (hereinafter collectively the “Parties.”).

WHEREAS, the Parties entered into the Contract for Foster Care Services (“Contract”) on June 28, 2021,

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

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:
 - A. The contract shall be extended for the service period July 1, 2022 through June 30, 2023.
 - B. Appendix I updates Schedule A Per Diem Rates for the service period July 1, 2022 through June 30, 2023.
 - C. Appendix II updates Schedule B Per Diem Rates for the service period July 1, 2022 through June 30, 2023.
2. Signatures

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

3. Conflicts

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

4. Terms of Agreement Unchanged

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

**Appendix I
Schedule A Rate Information
Per Diem Rates
July 1, 2022 – June 30, 2023
NECCO, Inc.**

Description	Service	Main	Admin
Traditional	4973663	\$30.00	\$60.00
Treatment Foster Care Level 1	4973665	\$38.00	\$72.00
Treatment Foster Care Level 2/3	4975665	\$42.50	\$81.00
Treatment Foster Care Level 3	4973666	\$48.00	\$90.00
Treatment Foster Care Special Needs			
Total	4973664	\$70.00	\$110.00

**Appendix II
Schedule B Rate Information
Per Diem Rates**

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July 1, 2022 – June 30, 2023
NECCO, Inc.

Description	Service	Main	Admin	
Traditional	4973663	\$30.00	\$30.00	\$60.00
Treatment Foster Care Level 1	4973665	\$38.00	\$34.00	\$72.00
Treatment Foster Care Level 2/3	4975665	\$42.50	\$38.50	\$81.00
Treatment Foster Care Level 3	4973666	\$48.00	\$42.00	\$90.00
Treatment Foster Care Special Needs	4973664	\$70.00	\$40.00	\$110.00

Total

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

7

RESOLUTION NO. 22-505

IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACTS, FIRST AMENDMENTS, AND SECOND AMENDMENTS BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND CHILD PLACEMENT PROVIDERS SAFE HOUSE MINISTRIES (DBA SAFE HOUSE RESIDENTIAL SERVICES) AND LIGHTHOUSE YOUTH SERVICES, INC.:

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

WHEREAS, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations; and

WHEREAS, the Director of Jobs & Family Services recommends approval of the following contract, first amendment, and second amendment;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract, first amendment, and second amendment for Child Care Placement providers:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Safe House Ministries, Inc. (DBA Safe House Residential Services) 3164 Eastview Drive Youngstown, OH 44505 This Agreement in effect from 06/06/2022-06/30/2023	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Lighthouse Youth Services 401 E. Mcmillian Street Cincinnati, Ohio 45206	A. Maintenance B. Administration C. Case Management D. Transportation

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<p>This Agreement in effect from 06/06/2022-06/30/2023</p>	<p>E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)</p>
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Safe House Ministries, Inc.

**FIRST AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND SAFE HOUSE MINISTRIES, INC. dba SAFE HOUSE RESIDENTIAL SERVICES**

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and Safe House Ministries, Inc. dba Safe House Residential Services (“Provider”) (“First Amendment”) is entered into this June 23, 2022.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 06/06/22 through 06/30/23 (“Agreement”); and

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

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

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

Section 1 – Supplemental Terms and Conditions

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

- A. Article II.** This agreement shall have an initial service period of 06/06/22 through 06/30/23.

By mutual consent, the Agency and Provider may determine that an extension of this contract is in the best interest of all Parties. Therefore, by mutual agreement of the Parties, the contract may be extended for two (2) additional consecutive years in one (1) year period increments. There shall be no increase in transaction costs nor a decrease in services, and all other terms of this contract remain unchanged, unless amended by a separate written amendment signed by all Parties.

Extension is contingent upon the availability of funds, the terms of the grant agreement between the Agency, the state of Ohio and/or the federal government, as well as satisfactory performance by the Provider, and is subject to approval by the Agency, with renegotiation to be initiated by the Agency before the expiration of the existing service period.
- B. Article V.E.** Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the twentieth (20th) day of each month. The progress report will be based on the child’s Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- C. Article V.F., G. and H.** Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.
- D. Article V.I.** Provider also agrees to notify the Agency when and if the following safety condition exists:
- The child’s medication has changed.
- E. New Article V. AA.** Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- F. New Article V. BB.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- G. Article VIII. A.** There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.

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H. New Article VIII. J. Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov and Ms. Jenifer Wattenschaidt, Business Administrator, whose email address is Jenifer.wattenschaidt@jfs.ohio.gov. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.

I. Article XII.D. Independent Contractor Acknowledgement/No Contribution to OPERS
Agency, Board, and Delaware County, Ohio (for purposes of this section collectively “County”) are public employers as defined in R.C. § 145.01(D). The County has classified the Provider as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of Provider and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Provider acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Provider is an individual or has less than five (5) employees, Provider, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor/Worker Acknowledgement Form (“OPERS Form”). The OPERS Form is attached to this First Amendment as Exhibit 1. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

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

Signature	Date
Printed Name	
Title	

J. Article XX.D. In lieu of the coverage amount indicated in the Agreement, Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate above the commercial general and business auto primary policies.

K. Article XX.F. The Delaware County Board of Commissioners (Board”) shall be listed as the Certificate Holder.

Section 2 - Miscellaneous

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

- B. Attachments to First Amendment.** The following are attached to this First Amendment and by this reference are incorporated into this First Amendment:
 - 1. OPERS Independent Contractor/Worker Acknowledgement.

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

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

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E. Signatures.

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

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

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

**SECOND AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND SAFE HOUSE MINISTRIES, INC. dba SAFE HOUSE RESIDENTIAL SERVICES**

This Second Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“DCDJFS”) and Safe House Ministries, Inc. dba Safe House Residential Services (“Provider”) (“Second Amendment”) is entered into this June 23, 2022. This Second Amendment adds the Delaware County Family and Children First Council (hereinafter, “DCFCFC”) as a party when services are rendered by Provider pursuant to the terms of this Second Amendment. DCDJFS is the Administrative Agent for DCFCFC, and therefore they are related parties. DCDJFS and DCFCFC are collectively referred to as “Agency.”

Whereas, DCDJFS and Provider have entered an Agreement and a First Amendment for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 06/06/22 through 06/30/23 (“Agreement”); and,

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

Whereas, on occasion the Agency identifies children who require placement with a provider but who are not in Agency custody. There is alternative funding through DCFCFC to pay for services under these circumstances; and,

Whereas, DCDJFS and Provider desire and hereby amend the Agreement to include additional terms and conditions for the purpose of including DCFCFC as a party to the Agreement and First Amendment. This will allow Provider to render services to Agency clients that are not in Agency custody with payment for the services made through DCFCFC’s funding sources; and,

Whereas, this Second Amendment is intended to define the responsibilities of the Parties under this alternative placement arrangement.

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

Section 1 – Changes in Terms and Conditions

The terms and conditions of the Agreement and First Amendment shall apply equally to this Second Amendment, except for the following terms which apply only for services under this Second Amendment:

Agreement

Article VI, Section D. – this section does not apply to services provided pursuant to this Second Amendment.

Article VIII – The words “Schedule C” shall be substituted in all instances where “Schedule A” appears in Article VIII.

Article XVI – For services provided pursuant to this Second Amendment, Notice shall be sent to Agency at the following address:

Delaware County Family and Children First Council
145 N Union St
Delaware, OH 43015

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Notice shall also be sent to the legal guardian/custodian of the child at the address given to Provider by the Agency.

First Amendment

Section 1(B) – The words “Children’s Services Assistant Director” shall be replaced with “Family & Children First Council Coordinator.”

Section 1(H) – The words “Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov” shall be replaced with:

“Ms. Rachel Layne, Family & Children First Council Coordinator whose email address is rachel.layne@jfs.ohio.gov.”

Section 1(H) – The following words are removed from the Agreement for purposes of this Second Amendment only:

“Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.”

Section 2(A)(3) - The words “Schedule C” shall be substituted in all instances where “Schedule A” appears.

Section 2 – Supplemental Terms and Conditions

The following terms and conditions shall be added to and supplement the terms of this Second Amendment, and shall apply only to services provided under this Second Amendment:

- A. Throughout Agreement and First Amendment**– In all instances where the Provider is required to give a report or notice to the Agency, the Provider must also give the same notice or report to the guardian/custodian of the child. Agency shall provide Provider with the contact information of the guardian/custodian.
- B. Custody of Child.** At all times while services are rendered under this Second Amendment, the child will remain in the custody of his or her legal guardian/custodian. In all instances where Provider must obtain consent for care or course of action, such consent must be obtained from the child’s legal guardian/custodian, with follow-up notice given to Agency.
- C. Funding** – Multiple System Youth
- D. Auditor’s Certification.** The Auditor’s Certification attached to this Second Amendment shall apply only to the Second Amendment.

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

Lighthouse Youth Services:

**FIRST AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND LIGHTHOUSE YOUTH SERVICES, INC.**

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and Lighthouse Youth Services, Inc. (“Provider”) (“First Amendment”) is entered into this June 23, 2022.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 06/06/22 through 06/30/23 (“Agreement”); and

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

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

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

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Section 1 – Supplemental Terms and Conditions

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

- A. Article II.** This agreement shall have an initial service period of 06/06/22 through 06/30/23.
- By mutual consent, the Agency and Provider may determine that an extension of this contract is in the best interest of all Parties. Therefore, by mutual agreement of the Parties, the contract may be extended for two (2) additional consecutive years in one (1) year period increments. There shall be no increase in transaction costs nor a decrease in services, and all other terms of this contract remain unchanged, unless amended by a separate written amendment signed by all Parties.
- Extension is contingent upon the availability of funds, the terms of the grant agreement between the Agency, the state of Ohio and/or the federal government, as well as satisfactory performance by the Provider, and is subject to approval by the Agency, with renegotiation to be initiated by the Agency before the expiration of the existing service period.
- B. Article V.E.** Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the twentieth (20th) day of each month. The progress report will be based on the child’s Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- C. Article V.F., G. and H.** Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.
- D. Article V.I.** Provider also agrees to notify the Agency when and if the following safety condition exists:
- The child’s medication has changed.
- E. New Article V. AA.** Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- F. New Article V. BB.** Agency agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- G. Article VIII. A.** There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
- H. New Article VIII. J.** Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov and Ms. Jenifer Wattenschaidt, Business Administrator, whose email address is Jenifer.wattenschaidt@jfs.ohio.gov. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.
- I. Article XII.D. Independent Contractor Acknowledgement/No Contribution to OPERS**
Agency, Board, and Delaware County, Ohio (for purposes of this section collectively “County”) are public employers as defined in R.C. § 145.01(D). The County has classified the Provider as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of Provider and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Provider acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Provider is an individual or has less than five (5) employees, Provider, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor/Worker Acknowledgement Form (“OPERS

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Form”). The OPERS Form is attached to this First Amendment as Exhibit 1. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

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

Signature Date

Printed Name

Title

J. Article XX.D. In lieu of the coverage amount indicated in the Agreement, Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate above the commercial general and business auto primary policies.

K. Article XX.F. The Delaware County Board of Commissioners (Board”) shall be listed as the Certificate Holder.

Section 2 - Miscellaneous

A. Exhibits to Agreement.

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

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

- 1. OPERS Independent Contractor/Worker Acknowledgement.

**SECOND AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND LIGHTHOUSE YOUTH SERVICES, INC.**

This Second Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“DCDJFS”) and Lighthouse Youth Services, Inc. (“Provider”) (“Second Amendment”) is entered into this June 23, 2022. This Second Amendment adds the Delaware County Family and Children First Council (hereinafter, “DCFCFC”) as a party when services are rendered by Provider pursuant to the terms of this Second Amendment. DCDJFS is the Administrative Agent for DCFCFC, and therefore they are related parties. DCDJFS and DCFCFC are collectively referred to as “Agency.”

Whereas, DCDJFS and Provider have entered an Agreement and a First Amendment for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 06/06/22 through 06/30/23 (“Agreement”); and,

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

Whereas, on occasion the Agency identifies children who require placement with a provider but who are not in Agency custody. There is alternative funding through DCFCFC to pay for services under these circumstances; and,

Whereas, DCDJFS and Provider desire and hereby amend the Agreement to include additional terms and conditions for the purpose of including DCFCFC as a party to the Agreement and First Amendment. This will allow Provider to render services to Agency clients that are not in Agency custody with payment for the services made through DCFCFC’s funding sources; and,

Whereas, this Second Amendment is intended to define the responsibilities of the Parties under this alternative placement arrangement.

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

Section 1 – Changes in Terms and Conditions

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The terms and conditions of the Agreement and First Amendment shall apply equally to this Second Amendment, except for the following terms which apply only for services under this Second Amendment:

Agreement

Article VI, Section D. – this section does not apply to services provided pursuant to this Second Amendment.

Article VIII – The words “Schedule C” shall be substituted in all instances where “Schedule A” appears in Article VIII.

Article XVI – For services provided pursuant to this Second Amendment, Notice shall be sent to Agency at the following address:

Delaware County Family and Children First Council
145 N Union St
Delaware, OH 43015

Notice shall also be sent to the legal guardian/custodian of the child at the address given to Provider by the Agency.

First Amendment

Section 1(B) – The words “Children’s Services Assistant Director” shall be replaced with “Family & Children First Council Coordinator.”

Section 1(H) – The words “Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov” shall be replaced with:

“Ms. Rachel Layne, Family & Children First Council Coordinator whose email address is rachel.layne@jfs.ohio.gov.”

Section 1(H) – The following words are removed from the Agreement for purposes of this Second Amendment only:

“Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.”

Section 2(A)(3) - The words “Schedule C” shall be substituted in all instances where “Schedule A” appears.

Section 2 – Supplemental Terms and Conditions

The following terms and conditions shall be added to and supplement the terms of this Second Amendment, and shall apply only to services provided under this Second Amendment:

- A. Throughout Agreement and First Amendment**– In all instances where the Provider is required to give a report or notice to the Agency, the Provider must also give the same notice or report to the guardian/custodian of the child. Agency shall provide Provider with the contact information of the guardian/custodian.
- B. Custody of Child.** At all times while services are rendered under this Second Amendment, the child will remain in the custody of his or her legal guardian/custodian. In all instances where Provider must obtain consent for care or course of action, such consent must be obtained from the child’s legal guardian/custodian, with follow-up notice given to Agency.
- C. Funding** – Multiple System Youth
- D. Auditor’s Certification.** The Auditor’s Certification attached to this Second Amendment shall apply only to the Second Amendment.

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

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

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

E. **Signatures.**

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

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

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

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

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RESOLUTION NO. 22-506

IN THE MATTER OF APPROVING THE STATE FISCAL YEAR (SFY) 2023 LOCAL WORKFORCE AREA 7 MEMORANDUM OF UNDERSTANDING:

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

WHEREAS, the Director of Job & Family Services recommends approval of the State Fiscal Year (SFY) 2023 Local Workforce Area 7 Memorandum of Understanding;

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

Section 1. The Board hereby approves the State Fiscal Year (SFY) 2023 Local Workforce Area 7 Memorandum of Understanding.

Section 2. The Board hereby authorizes Barb Lewis, as President of the Board of Commissioners of Delaware County, to execute the State Fiscal Year (SFY) 2023 Local Workforce Area 7 Memorandum of Understanding.

This Agreement will be fully executed as the date of the signature of the Ohio Department of Job and Family Services Assistant Deputy Director.

**Memorandum of Understanding for
Local Workforce Area 7 Workforce Development System**

Integrated service delivery is the cornerstone of the local workforce development system, through which workforce development, educational, and other human resource services are made available to individuals and employers at the OhioMeansJobs centers. Management of the local workforce development system is to be shared among states, local workforce development boards, core Workforce Innovation and Opportunity Act (WIOA) programs, required partners, additional partners, and OhioMeansJobs center operators.

The Ohio Department of Job & Family Services (ODJFS), through the Office of Workforce Development (OWD) is recognized by the United States Department of Labor (DOL) as the State Workforce Agency responsible for administration and oversight of Ohio’s workforce development systems.

This MOU documents the roles, responsibilities, and funding commitments the parties negotiated and mutually agreed upon for the operation and funding of the local workforce development system and the OhioMeansJobs center(s) in the local workforce area (LWA). All parties understand that this MOU is not a legally enforceable agreement.

Area 7/GOWBI Board, which is the local workforce development board (LWDB), Deborah Lieberman, Montgomery County Commissioner, which is the local workforce area Chief Elected Officials (CEO), Montgomery County, which is the fiscal agent for purposes of this MOU, and the local required and additional partners (identified below and referred to collectively as “partners”) enter into this Memorandum of Understanding (MOU).

Required Partners – Per WIOA Section 121(b)(1)(B) – See Attached Partner & Services Matrix and Career

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Services for each county. (Attachment A)

Definitions

- A. **Additional Partner:** An entity that carries out a workforce development program not identified as required under WIOA that is approved by the LWDB and the CEOs to be included as a partner in the local workforce development system. WIOA Section 121 (b)(2) outlines the entities that may serve as additional partners.
- B. **Affiliate Center:** A site that makes available one or more of the required or optional programs, services, and activities to job seekers and employers in an LWA.
- C. **Career Services:** Services that must be provided through the local workforce development system as authorized under each partner's program. Services are listed and defined in Attachment A to this MOU.
- D. **Chief Elected Officials:** When used in reference to a LWA, the chief elected executive officers of the units of general local government in a LWA. The CEOs are responsible for the selection of the LWDB members, the development of by-laws for LWDB structure and are identified as the recipients of WIOA Adult, Dislocated Worker, and Youth funds per WIOA Section 107(d)(12).
- E. **Common Costs:** Per WIOA Section 121(i), is the costs shared by partner programs that may include costs for basic career services, such as initial intake, assessment of needs, basic skills assessment, identification of appropriate services, referrals by one partner to another partner's program, and other similar services that may be chargeable to more than one program. Common costs and methodologies for cost sharing are included in the cost-sharing portion of this MOU.
- F. **Comprehensive Center:** A physical site where services and activities under all required programs are made available to local job seekers and employers.
- G. **Cost Allocation:** Measurement of actual costs in relation to the benefit received to determine each partner's proportionate share of local workforce development system operating costs.
- H. **Fiscal Agent:** An entity appointed by CEOs to be responsible for the administration and disbursement of WIOA and other funds allocated for workforce development programs activities in the LWA.
- I. **Individuals with Barriers to Employment:** Defined in WIOA Section 3(24) as member of one or more of the following populations:
- Displaced homemakers.
 - Low-income individuals.
 - Indians, Alaska Natives, Native Hawaiians.
 - Individuals with disabilities (including youth).
 - Older individuals.
 - Ex-offenders.
 - Homeless individuals.
 - Youth that are in, or have aged out of, the foster care system.
 - Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers.
 - Eligible migrant and seasonal farmworkers.
 - Individuals within two years of exhausting lifetime eligibility under Title IV of the Social Security Act.
 - Single parents—including single pregnant women.
 - Long-term unemployed individuals.
- J. **Infrastructure Costs:** Per WIOA Section 121(h)(4), the costs necessary for the general operation of OhioMeansJobs (aka "One-Stop") centers to be shared by a LWA and partners. Infrastructure costs include facility rental costs, utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), technology to facilitate access to the center, and may include planning and outreach activities.
- K. **Local Workforce Area:** A geographic area of a state designated by the Governor in accordance with WIOA Section 106 that serves as a jurisdiction for the administration of workforce development activities delivered through a local workforce development system.
- L. **Local Workforce Development Board (LWDB):** The board appointed by a LWA's CEO(s) to be certified by the Governor or designee per WIOA Section 107. The LWDB is responsible for administration and oversight of the local workforce development system in agreement with the

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CEO(s) and in collaboration with required and additional partners.

- M. **Local Workforce Development System:** The system established in accordance with WIOA Section 121 through which career services; employment and training programs and activities; partner programs and activities; related support; and specialized services are made available to workers and employers in a LWA.
- N. **OhioMeansJobs:** The common identifier or brand for the Ohio workforce development system. ORC Section 6301.08 requires all local workforce areas to use this common identifier. Per WIOA Section 121(e)(4), and Workforce Innovation and Opportunity Act Policy Letter (WIOAPL) 16-07, the OhioMeansJobs logo and brand must be used in conjunction with the Department of Labor’s logo with the tagline “a proud partner of the American Job Center network”.
- O. **OhioMeansJobs Center:** Referred to in WIOA as “One-Stop” centers, it is the term used collectively under the Ohio workforce system brand, “OhioMeansJobs” for the comprehensive, affiliate, and specialized centers that operate in a LWA and make WIOA programs, services, and activities available to job seekers and employers.
- P. **OhioMeansJobs Center Operator:** One or more entities competitively selected in accordance with WIOA Section 121(d) to operate an OhioMeansJobs center and to coordinate OhioMeansJobs service delivery in accordance with all applicable federal, state, and local rules and policies and the terms of this MOU.
- Q. **Proportionate Share:** The portion of local workforce development system operating costs to be contributed by each partner in proportion to the benefits the partner’s program receives from participation in the local workforce development system.
- R. **Required Partner:** An entity that carries out one or more of the programs or activities identified in WIOA Section 121(b)(1) that must be made available through the local workforce development system.
- S. **Resource Sharing:** The cash and/or resources each partner will contribute to fund its proportionate share of costs for operation of the local workforce development system.
- T. **Shared Services:** For purposes of this MOU, it is a shared function or activity that benefits more than one partner program. Partners contribute staff time rather than cash or other resources to fund their proportionate share of these types of costs.
- U. **Specialized Center:** A site in a LWA that provides services to address specific needs, including those of dislocated workers, youth, or key industry sectors/clusters, and includes a process to make referrals to the comprehensive and affiliate OhioMeansJobs centers.
- V. **State Infrastructure Funding Mechanism:** The formula that will be implemented by the state to calculate required partners’ proportionate shares of infrastructure costs when consensus agreement cannot be reached among a LWDB and required partners in a LWA. The method is described in Article VI of this MOU.
- W. **Training Services:** Persons deemed unable to obtain or retain employment through career services are eligible to receive training services, which include, but are not limited to: occupational skills training, on-the-job training, programs that combine workplace training with related instructions, private-sector training programs, skills upgrades, entrepreneurial training, job- readiness training, adult education and literacy activities in combination with a training program, or customized training.
- X. **WIOA:** The Workforce Innovation and Opportunity Act of 2014, which supersedes the Workforce Investment Act of 1998 (WIA) and serves to align and continuously improve workforce, education, and economic development systems and more effectively address the employment and skill needs of workers, jobseekers, and employers.

Article I: Local Workforce Development System Description

A. **Overview & General Description:** The local workforce development system includes 43 counties (listed below), 2 Comprehensive OhioMeansJobs centers, 41 Affiliate centers, and 0 Specialized centers as identified in the table below.

Local Area 7 OhioMeansJobs Centers				
Center Code	OhioMeansJobs Center Name	Address	Counties Served	Hours of Operation
1	Allen (Comprehensive)	951 Commerce Pkwy Lima OH 45804	Allen	7:00 to 4:30

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2.	Ashland (Affiliate)	15 W Fourth St. Ashland OH 44805	Ashland, Holmes, Wayne	8:00 to 4:00
3.	Champaign (Affiliate)	1512 South US Hwy 68, Bay 14 Urbana OH 43078	Champaign, Clark, Logan, Madison, Union	8:30 to 4:00
4.	Clark (Affiliate)	1345 Lagonda Ave Springfield OH 45503	Champaign, Clark, Logan, Madison, Union	8:00 to 4:30
5.	Clinton (Affiliate)	1025 S South St Suite 500 Wilmington OH 45177	Clinton, Fayette, Greene, Highland, Montgomery	8:00 to 4:30
6.	Coshocton (Affiliate)	725 Pine St. Coshocton OH 43812	Coshocton, Guernsey, Licking, Muskingum	7:00 to 4:00
7.	Darke (Affiliate)	603 Wagner Ave Greenville OH 45331	Darke, Miami, Preble, Shelby	8:00 to 4:30
8.	Defiance (Affiliate)	6879 Evansport Rd., Ste A Defiance, OH 43512	Defiance, Fulton, Henry, Paulding, Putnam, Williams	8:00 to 4:30
9.	Delaware (Affiliate)	145 North Union Street Delaware OH 43015	Delaware, Knox, Marion, Morrow	8:00 to 4:30
10.	Erie (Affiliate)	221 W Parish St Sandusky OH 44870	Erie, Huron, Ottawa, Sandusky, Seneca	8:00 to 4:30
11.	Fayette (Affiliate)	107 E East Street Washington OH OH 43160	Clinton, Fayette, Greene, Highland, Montgomery	8:00 to 4:30
12.	Fulton (Affiliate)	604 S Shoop Ste. 110 Wauseon, OH 43567	Defiance, Fulton, Henry, Paulding, Putnam, Williams	8:00 to 4:30
13.	Gallia (Affiliate)	848 Third Ave Gallipolis OH 45631	Gallia, Jackson, Lawrence	7:00 to 5:00
14.	Greene (Affiliate)	581 Ledbetter Rd. Xenia OH 45385	Clinton, Fayette, Greene, Highland, Montgomery	7:30 to 5:00
15.	Guernsey (Affiliate)	324 Highland Ave Cambridge OH 43725	Coshocton, Guernsey, Licking, Muskingum	7:30 to 4:00
16.	Hancock (Affiliate)	7814 County Rd 140 PO Box 270 Findlay OH 45839	Hancock, Wood, Wyandot	8:00 to 4:30
17.	Henry (Affiliate)	104 E Washington St. Suites 201-215 PO Box 527 Napoleon OH 43545	Defiance, Fulton, Henry, Paulding, Putnam, Williams	8:00 to 4:30
18.	Highland (Affiliate)	1575 N High St Ste. 100 Hillsboro OH 45133 1300 Jefferson Street Greenfield OH 45123	Clinton, Fayette, Greene, Highland, Montgomery	One 8:00 to 4:30
19.	Holmes (Affiliate)	85 N. Grant St., P.O. Box 72 Millersburg, OH 44654-0072	Ashland, Holmes, Wayne	7:30 to 4:30
20.	Huron (Affiliate)	185 Shady Lane Dr. Norwalk, OH 44857-2373	Erie, Huron, Ottawa, Sandusky, Seneca	8:00 to 4:30
21.	Jackson (Affiliate)	25 E. South St. Jackson, OH 45640	Gallia, Jackson, Lawrence	8:00 to 4:30
22.	Knox (Comprehensive)	17604 Coshocton Rd. Mount Vernon, OH 43050	Delaware, Knox, Marion, Morrow	8:00 to 4:30
23.	Lawrence (Affiliate)	120 N Third St Ironton OH 45639	Gallia, Jackson, Lawrence	8:00 – 4:30
24.	Licking (Affiliate)	998 E Main St Newark OH 43055	Coshocton, Guernsey, Licking, Muskingum	8:00 – 5:00
25.	Logan (Affiliate)	1 Hunter Pl. Suite B Bellefontaine OH 43311	Champaign, Clark, Logan, Madison, Union	8:00 – 4:15
26.	Madison (Affiliate)	200 Midway St London OH 43140	Champaign, Clark, Logan, Madison, Union	8:00 - 5:00
27.	Marion (Affiliate)	622 Leader St. Marion OH 43302	Delaware, Knox, Marion, Morrow	8:00 – 4:30
28.	Miami (Affiliate)	2040 N County Rd 25-A Troy OH 45373	Darke, Miami, Preble, Shelby	8:00 – 5:00
29.	Montgomery (Affiliate)	1111 S. Edwin C. Moses Blvd. Dayton, OH 45422-3600	Clinton, Fayette, Greene, Highland, Montgomery	8:00 – 5:00

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30.	Morrow (Affiliate)	619 W. Marion Rd. Mt. Gilead, OH 43338-1280	Delaware, Knox, Marion, Morrow	8:00 – 4:30
31.	Muskingum (Affiliate)	445 Woodlawn Ave Zanesville, OH 43701	Coshocton, Guernsey, Licking, Muskingum	7:30 to 4:30
32.	Ottawa (Affiliate)	8043 W. St. Rte. 163, Suite 200 Oak Harbor, OH 43449	Erie, Huron, Ottawa, Sandusky, Seneca	8:00 – 4:30
33.	Paulding (Affiliate)	250 Dooley Dr., Ste. B Paulding, OH 45879	Defiance, Fulton, Henry, Paulding, Putnam, Williams	8:00 -4:30
34.	Preble (Affiliate)	1500 Park Ave. Eaton, OH 45320	Darke, Miami, Preble, Shelby	7:30 – 4:30
35.	Putnam (Affiliate)	575 Ottawa-Glandorf Rd., Ste 1 Ottawa, OH 45875	Defiance, Fulton, Henry, Paulding, Putnam, Williams	7:00 – 4:30
36.	Sandusky (Affiliate)	2511 Countryside Dr. Fremont, OH 43420	Erie, Huron, Ottawa, Sandusky, Seneca	8:00 – 4:30
37.	Seneca (Affiliate)	900 E. County Rd. 20 Tiffin, OH 44883	Erie, Huron, Ottawa, Sandusky, Seneca	8:00 – 4:30
38.	Shelby (Affiliate)	227 S. Ohio Ave. Sidney, OH 45365	Darke, Miami, Preble, Shelby	7:30 – 4:00
39.	Union (Affiliate)	940 London Ave., Ste. 1500, Marysville, OH 43040-0389	Champaign, Clark, Logan, Madison, Union	8:00 – 4:30
40.	Wayne (Affiliate)	356 W. North St. Wooster, OH 44691	Ashland, Holmes, Wayne	7:30 – 4:30
41.	Williams (Affiliate)	1425 E. High St. Suite #107 Bryan, OH 43506	Defiance, Fulton, Henry, Paulding, Putnam, Williams	8:00 – 4:30
42.	Wood (Affiliate)	1928 E. Gypsy Lane Rd., P.O. Box 679, Bowling Green, OH 43402	Hancock, Wood, Wyandot	8:00 – 4:30
43.	Wyandot (Affiliate)	120 E. Johnson St. Upper Sandusky, OH 43351	Hancock, Wood, Wyandot	8:00 – 4:30

B. Administrative Structure

- Chief Elected Officials (CEOs): Deborah Lieberman, Montgomery County Commissioners, 451 W. Third Street, 11th Floor, Dayton OH 45422 and Area 7 Consortium of Chief Local Elected Officials. The CEOs are responsible for the selection of the LWDB members, the development of by-laws for LWDB structure and are identified as the recipients of WIOA Adult, Dislocated Worker, and Youth funds per WIOA Section 107(d)(12).
- Local Workforce Development LWDB (LWDB): Area 7/GOWBI Board, 100 S. Limestone Street, Suite 418, Springfield OH 45502
- Fiscal Agent: Montgomery County, 1111 E Edwin C Moses Blvd., Dayton OH 45422 Comprehensive OhioMeansJobs Center Operator(s): See table above and Attachment A: Partner & Services Matrix and Career Services.
- Affiliate OhioMeansJobs Center Operator: See table above and Attachment A: Partner & Services Matrix and Career Services.
- Specialized OhioMeansJobs Center Operator: See table above and Attachment A: Partner & Services Matrix and Career Services.

Article II: Agreement Period

- This MOU will be in effect from July 1, 2022, until June 30, 2023, unless an extension is granted per Section B of this Article.
- This MOU will be renewed at the end of the MOU period identified in Section A of this Article, above. The parties agree to review the information in this MOU, note any necessary changes, and enter into good faith negotiations for the renewal MOU that will be effective July 1, 2023.

Article III: Partner Responsibilities

WIOA identifies the following minimum responsibilities for required partners in each local workforce development system. For consistency, each partner, including each additional partner, will assume the responsibilities identified below, unless otherwise specified in this Article.

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- A. Provide access to partner programs and activities through the local workforce development system.
- B. Use a portion of funds made available for partner program and activities to provide career services through the local workforce development system and to maintain the local workforce development system, including costs for infrastructure, in accordance with Article VI of this MOU.
- C. Continue as a party to this MOU and enter into renewal MOUs for as long as participating as a partner in the local workforce development system.
- D. Participate in the operation of the local workforce development system consistent with the terms of this MOU, the federal laws that authorize partners program or activities, and all applicable state and local laws.
- E. Collaborate with the LWDB to establish a local priority of service policy and will ensure priority of service to veterans and covered spouses for any qualified job training program pursuant to the Jobs for Veterans Act as prescribed in 38 USC 4215.
- F. Ensure the programmatic accessibility of facilities, programs, services, technology, and materials to individuals with disabilities per WIOA Section 188.
- G. Notify the LWDB and OWD of any changes to the rules governing partner's program that impact the partner's performance and/or proportionate share under this MOU. The LWDB will communicate the changes to the CEOs, Fiscal Agent, OhioMeansJobs center operators, and other partners and will initiate the process to amend this MOU if necessary.
- H. Ensure staff members assigned OhioMeansJobs centers comply with policies and procedures at those locations. Should a conflict exist between the OhioMeansJobs personnel policies and a partner's personnel policies, the more restrictive policy will prevail. Cooperate with efforts to implement the use of an integrated, technology-based intake and case management information system as required under WIOA.
- I. Participate and cooperate in data collection and reporting and other activities to track and evaluate performance of the local workforce development system using state and local performance accountability measures.

Article IV: Coordination of Programs, Services, & Activities

All parties acknowledge that cooperation among the partners is key to successful service delivery through the local workforce development system, including cooperation among all partner staff assigned to work in the OhioMeansJobs center(s). The parties further acknowledge that although the OhioMeansJobs center operator will make best efforts to maintain cooperation among all partner staff, each party has the responsibility to communicate to their staff the expectation for each to be courteous and professional in their interactions with customers and with other partners' staff.

- A. **Shared Service Delivery**— Services are defined in the Career Services document, included as Attachment A to this MOU. Workflow diagram(s) are included as Attachment B to this MOU. Both Attachments A and B are hereby incorporated. All parties agree that services will be shared among the partners as described in Attachment A and will ensure staff functions or shared services will be covered in the event of staff leave or call off.
- B. **Accessibility** – The partners will implement the strategies described in Attachment A to ensure that access to services provided through the local workforce development system effectively meets the needs of workers, youth, and individuals with barriers to employment—including individuals with disabilities.

Article V: Methods of Referral

The parties agree that referral of individuals between the OhioMeansJobs center operator(s) and the partners for the services and activities described in Article IV, Attachment A, will be made as referenced in Attachment B, Workflow Diagrams.

Article VI: Cost Sharing/Infrastructure Funding

Each partner agrees to pay its allocable share of infrastructure and additional costs in proportion to use and the benefit received as negotiated and described herein. All parties agree to the allocation methods that will be used to determine each partner's proportionate share of costs. Partner costs are detailed and calculated in the County Finance Information System (CFIS). A copy of the Budget, (CFIS Report CT- 611), is included as Attachment C to this MOU and hereby incorporated.

- A. **Identification of Shared Costs** – The parties agree that the costs listed below are beneficial to more than one partner program and therefore must be shared by the partners in proportion to the

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benefit received or use by each partner program. See attached for each county.

- Infrastructure** – Shared non-personnel costs necessary for the general operation of the OhioMeansJobs Centers.

Shared Cost Items - Infrastructure		
Cost	Description/Function	Benefit to Partners
Rent		
Utilities		
Maintenance		
Equipment		
Supplies		
Communication		
Assessment Software/System		
Website Maintenance		
Tools/Software to support accessibility		
Assistive Technology for individuals with disabilities		

- Additional Costs** – Shared costs beneficial to more than one partner program that relate to the operation of the local workforce development system, including costs for the provision of career services that are not funded with staffing resources per Article IV, and other common costs that are not considered “infrastructure” costs as defined in WIOA Section 121(h).

Shared Cost Items - Additional		
Cost	Description/Function	Benefit to Partners

B. Reconciliation

All parties agree that a quarterly reconciliation of budgeted to actual costs will be completed in accordance with the following process to ensure compliance with federal Uniform Guidance and Cost Principles.

- Upon receipt of cost information and documentation of the actual costs for the quarter, the Fiscal Agent or designee will compare budgeted costs to actuals and will apply agreed upon allocation methods to determine the actual costs allocable to each partner.
- The Fiscal Agent or designee will update the budget in CFIS to reflect cost adjustments and will prepare an invoice for each partner with the actual costs allocable to each partner for the quarter.
- Fiscal Agent, or designee, will submit the invoices to the partners and send a copy of the updated CFIS CT-611 budget to all parties no later than 45 days after the end of each quarter. The partners understand that the timeliness of preparation and submission of invoices and adjusted budgets is contingent upon the timeliness of each partner in providing Fiscal Agent or designee the necessary cost information. For partners that advance funds to the LWA, the Fiscal Agent need only send a copy of the updated budget.
- Upon receipt of the invoice and adjusted budget, each partner will review both documents and will submit payment to the Fiscal Agent or designee no later than 30 days following receipt. Payment of the invoice signifies agreement with the costs in the adjusted budget. For partners that advance funds to the LWA, funds for quarterly payments may be drawn down upon approval via email of the reconciled budget.
- Partners will communicate any disputes with costs in the invoice or the adjusted budget to the Fiscal Agent, or designee, and LWDB in writing. The Fiscal Agent will review the disputed cost items and respond accordingly to the partner and LWDB within 15 days of receipt of notice of the disputed costs. When necessary, the Fiscal Agent or designee will revise the invoice and the adjusted budget upon resolution of the dispute. In the event of a situation where construction, emergency repairs, outages (water, power, telephone, internet), or other unexpected situation requires the relocation of partner staff for more than 10 working days from an OhioMeansJobs Center to another

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site, reconciliation will include calculations of any additional costs incurred and/or reduced costs as appropriate for the circumstances (e.g., increases due to leasing alternative space or increased insurance; reduced costs due to reduction in utilities or reduced income). Costs to partners will be adjusted in accordance with the allocation base negotiated in this MOU. Such calculations will be documented in a spreadsheet and shared with all partners.

C. State Infrastructure Funding Mechanism

1. All parties acknowledge that consensus agreement on shared infrastructure costs must be achieved by May 31 of the last year of the MOU period listed in Article II.
2. All parties further acknowledge that WIOA Section 121(h)(2) requires the State to implement a state infrastructure funding mechanism to calculate each required partner's proportionate share of infrastructure costs when consensus agreement cannot be achieved by the stated deadline.
3. When necessary, ODJFS, on behalf of the Ohio Governor, will implement the state infrastructure funding mechanism, incorporated here by reference as WIOAPL 16-06. If implemented, the state-calculated infrastructure budget with the partners' proportionate share of costs will be included in this MOU as Attachment D. The state infrastructure funding mechanism will be implemented for a period consistent with the MOU period in Article II, Section A, unless the parties reach a consensus agreement on infrastructure funding prior to the end of the MOU period.

- D. **Budget** – The CFIS Report CT-611, included as Attachment C, captures the costs negotiated for this MOU and includes the cost pools, expense types, and allocated costs for each partner. Cost allocation and reconciliation will be calculated and documented in the Budget. Quarterly adjustments to the budget as a result of reconciliation will not require an amendment to this MOU.

Article VII: Termination/Separation

- A. **MOU Termination:** This MOU will remain in effect until the end date specified in Article II, Section A, unless:
1. All parties mutually agree to terminate this MOU.
 2. WIOA and the corresponding regulations are repealed; or
 3. LWA designations are changed.
- B. **Partner Separation** – Any non-required partner may terminate its participation as a party to this MOU upon 60 days written notice to the LWDB. In such an event:
1. LWDB will provide written notice to all remaining partners and to OWD Grants Management.
 2. The LWDB and Fiscal Agent will review the budget to determine where adjustments can be made that will prevent an increase in the remaining partners' shared cost amounts.
 3. The LWDB will amend this MOU per Article VIII and the Fiscal Agent will prepare a revised budget document.
 4. All parties must agree to the revised budget or reconvene to negotiate a new budget within 60 days of the date notice was received from the separating partner.
- C. **Effect of Termination**
1. **Required Partners** – Each required partner understands that participation as a party to this MOU is required under WIOA Section 121(b)(1)(A)(III) and any required partner that opts to terminate its participation as a party to this MOU:
 - a. Is still obligated as a required partner to provide access to program activities and services through a direct linkage with a comprehensive OhioMeansJobs Center.
 - b. Will be subject to and will cause all other required local partners to be subject to, the state infrastructure funding mechanism.
 - c. Will be required to pay its proportionate share of infrastructure costs as

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determined under the state infrastructure funding mechanism.

- d. Must be reported to OWD Grants Management and to the state agency that administers the partner program, as applicable. For required partners that get program funds directly from the DOL, the DOL will be notified.
 - e. May be subject to sanctions by the state and/or federal agency that administers the partner program.
 - f. Must make best efforts to find another entity that will fulfill the required partner role and/or will make recommendations to the LWDB and Fiscal Agent on budget adjustments or other means to defray a cost increase to the remaining partners.
 - g. Will send written notice of the intent to separate to OWD Grants Management and to the state agency that administers the partner program, as applicable, prior to submitting written notice of the separation to the LWDB. Required partners that receive funds directly from the DOL must send written notice to the DOL Grant Officer assigned to the partner in addition to OWD Grants Management.
2. Any non-required partner that terminates its role as a party to this MOU is no longer eligible to participate as a partner in the local workforce development system. However, referrals may be made between the terminating partner and the remaining parties as necessary to ensure customers receive all available services needed.

Article VIII: Amendment

- A. This MOU and budget may be amended upon mutual agreement of the parties as allowable under applicable federal, state and local laws. This MOU must be amended when one or more of the following occurs:
1. The addition or removal of a partner from this MOU.
 2. A change of OhioMeansJobs center operator, the administrative structure, or the physical location of an OhioMeansJobs center.
 3. A change that significantly alters negotiated terms to this MOU—including, but not limited to—changes in shared services, service delivery, referral methods, costs or cost sharing. Any other change that will impact shared costs, which does not include updates to the budget as a result of quarterly reconciliation.
- B. All parties agree that amendments involving changes with no impact on shared services, cost-sharing, or other negotiated terms need only be signed by authorized representatives of the LWDB, the CEOs, and the affected partner(s). All other amendments will require the signatures of all parties. All amendments will involve the following process:
1. The party seeking an amendment will submit a written request to the LWDB that includes:
 - a. The requesting party's name.
 - b. The reason(s) for the amendment request.
 - c. Each Article and Section of this MOU that will require revision.
 - d. The desired date for the amendment to be effective.
 - e. The signature of the requesting party's authorized representative.
 2. If the request is approved, the LWDB will notify the remaining partners of the intent to amend and will allow 30 days from the date of the notice (unless another timeframe is specified in the notice) for the remaining partners to review the requested changes and to submit a response to the LWDB. No response by a partner will be considered approval of the requested changes.
 3. Any partner with questions and/or concerns regarding the requested changes must be submitted to the LWDB in writing within the specified timeframe.
 4. The LWDB will provide a written response to the partner within 15 days of receipt of the partner's questions. The LWDB will have the discretion to share questions/concerns with other partners and/or to schedule a meeting to achieve consensus on a final amendment draft.

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5. The final, approved amendment draft will be signed by authorized representatives of the affected partners then submitted to the LWDB for the final signature unless it is an amendment that requires the signatures of all parties, in which case, LWDB must secure all local signatures and submit to ODJFS for final signature.
 6. The LWDB will distribute copies of the fully executed amendment to all parties and to OWD.
- C. This writing is the entire agreement among the parties with respect to each party's role and responsibilities in the local workforce development system. All parties agree that any amendments to applicable laws or regulations cited herein will result in the correlative modification of this MOU without a formal, written amendment.
 - D. All parties agree to communicate details of any amendments to their respective staff members whose responsibilities may be impacted by the changes and further agree to ensure that their staff members are referencing or utilizing the most current version of the MOU in the performance of their responsibilities.
 - E. Amendments that will require the signatures of all parties must be executed no later than 90 days prior to the end of the MOU period. Amendments that require only the signatures of the LWDB, the chief elected officials, and the affected partner(s) must be executed no later than 45 days from the end of the current State Fiscal Year to allow time for Purchase Order modifications.

Article IX: Confidentiality

All parties acknowledge that program participant information and certain other types of information are confidential under federal and state law and that service delivery and other activities conducted by the parties' staff members under this MOU will involve the use of confidential information for more than one partner program. All parties further understand and expressly agree that this MOU does not authorize the use and/or disclosure of confidential data among partner programs.

- A. Each partner agency has the sole authority to grant access to its data and will follow the laws and regulations applicable to its data when granting such access. In most cases, a separate data-sharing agreement must be executed between partner programs before staff members of one partner program may access the confidential data of another partner program.
- B. Each party will ensure that its staff members who will deliver services through the local workforce development system and in the OhioMeansJobs Centers are informed of the requirements, restrictions, and penalties pertinent to confidential partner program data. All parties will further ensure their staff members are properly trained on the use, protection, disclosure, and disposal of any and all confidential data they will be authorized to access as well as on the procedures, outlined in Section C, below.
- C. All parties will implement the following safeguards, which are common across federal and state confidentiality laws:
 1. Identifying the staff members who will be authorized to access confidential data in the performance of their work under this MOU.
 2. Authorizing access to such staff members in a written statement to be signed by the staff member and his/her immediate supervisor that at a minimum:
 - a. Identifies each source of confidential partner program data, the partner program that owns the data, and the partner staff member who will serve as the custodian of the data.
 - b. Describes the system that contains the data, the allowable uses of the data, the procedures for safeguarding the data; and
 - c. Lists the requirements, restrictions, and the civil and criminal penalties for misuse under applicable federal and state confidentiality laws.
 3. Storing confidential data in an area that is physically safe from access via computer, remote terminal or any other means during duty hours, non-duty hours, or when not in use.
 4. Segregating each partner program's confidential data from other data.
 5. Applying federal encryption standards to any data that is kept in a portable format or emailed.
 6. Restricting access of confidential data to only authorized employees and officials of the parties to this MOU who must access the data in the performance activities under this MOU.

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7. Processing confidential data and records created from the information under the immediate supervision and control of authorized personnel to ensure that the data will be processed and utilized in a manner that will protect the confidentiality of the information. Prohibiting disclosure of any confidential data to a third party without prior written permission from the authorized representative of the partner program responsible for the data.
 8. Limiting collection and use of any information, systems, or records that contain personal identifying data to purposes that support programs and activities under this MOU, and, when possible, de-identifying data and presenting it in aggregate form for purposes such as evaluation or reconciliation.
- C. The LWDB will allow partner representatives to make onsite inspections to ensure compliance with federal and state data-protection laws, regulations, and standards.
- D. In the event of any suspected or actual breach or violation of confidentiality laws or regulations for a particular program, the staff member who first discovers the suspected/actual breach or violation must immediately notify the LWDB, which will ensure that the custodians of the partners that own the data involved are immediately notified of the incident. The partner's data custodian will provide instruction on the actions to take under the federal and/or state laws applicable to their data.
- E. Federal and State laws and regulations regarding the use and disclosure of confidential information under WIOA and the partner programs include:
1. 29 USC 2935(a)(4) WIOA Reports, Recordkeeping, Investigation.
 2. The Privacy Act (5 USC 552a).
 3. The Family Educational and Privacy Rights Act (20 USC 1232g), also referenced in WIOA Section 136(f)(3).
 4. 42 USC 602(a)(1)(A)(iv) and 42 USC 608(a)(9)(B) regarding information on TANF recipients.
 5. 7 USC 2020(e)(8) and 7 CFR 272.1(c) regarding information on recipients of Supplemental Nutrition Assistance Program (SNAP) benefits.
 6. 34 CFR 361.38 Protection, use and release of personal information of Vocational Rehabilitation Services participants.
 7. ORC 149.431 Records of governmental or nonprofit organizations receiving governmental funds.
 8. ORC 5101.27 Restricting Disclosure of Information Regarding Public Assistance Recipients.
 9. ORC 4141.21 and 4141.22 regarding use and disclosure of Unemployment Compensation records.
 10. ORC 3304.21 regarding use of information relative to participants of programs administered by Opportunities for Ohioans with Disabilities.
 11. ORC 1347.12 regarding disclosure of security breach of computerized personal information data.
 12. Sections 5101: 9-22-15 and 5101: 9-22-16 of the Ohio Administrative Code (OAC) regarding release of and access to confidential personal information. OAC 5101:1-1-03 regarding disclosure of information on recipients of: disability financial assistance; Ohio Works First; or Prevention, Retention, and Contingency programs under ORC Chapters 5115, 5107 and 5108, respectively.
 13. OAC 4141-43-01 and 4141-43-02 regarding disclosure of Unemployment Compensation information.
 14. OAC 3304-2-63 regarding use of information relative to applicants or participants of programs administered by Opportunities for Ohioans with Disabilities.
 15. Department of Labor, Training and Employment Guidance Letter (TEGL) 39-11 regarding handling and protection of personally identifiable information.
- F. The LWDB or its designee will maintain a current list of staff members who are authorized to access personal confidential information for each partner program under this MOU and will identify the

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types of data and data systems that the authorized staff members are permitted to access.

Article X: Dispute Resolution

- A. For purposes of this MOU and for other issues relevant to participation in the local workforce development system, each party expressly agrees to participate in good faith negotiations to reach a consensus on the terms and conditions in this MOU. However, should a dispute arise among any or all of the parties, all parties agree to take the steps listed below and make a good-faith effort to resolve the dispute.

All parties agree to enlist the procedure detailed in the Area 7 Complaint Procedure Policy in the resolution of disputes.

- B. The LWDB and/or partners may ask ODJFS and the other state agencies responsible for oversight of partner programs to participate in their the dispute resolution process.
- C. Should all reasonable attempts to resolve the dispute at the local level be unsuccessful, the LWDB will report the dispute to OWD, which will intervene with the parties to resolve the disputes.
- D. If the parties cannot reach a consensus agreement on infrastructure costs by May 31 of the current state fiscal year, OWD is required initiate the state infrastructure funding mechanism outlined in WIOAPL 16-06 to ensure that infrastructure costs are paid.
- E. For all other disputed terms and costs, if OWD intervention does not help resolve the dispute, OWD is required to notify the DOL and the federal agencies responsible for oversight of the partner programs that LWDB and partners have failed to execute an MOU.

Article XI: Safety and Security

- A. All parties acknowledge that the staff members who will deliver services or conduct activities in OhioMeansJobs Centers must be provided with a safe and healthy working environment that is compliant with the Occupational Safety and Health Administration (OSHA) standards and the Ohio Public Employment Risk Reduction Program (PERRP), as applicable.
- B. At a minimum, LWDBs will ensure that local OhioMeansJobs center operators maintain facilities in a manner that will ensure the safety of all staff members working in those locations, which includes, but is not limited to;
- Implementation of Responsible Protocols for Getting Ohio Back to Work posted by the Ohio Department of Health to minimize staff and customer risk of exposure to COVID-19, which includes recommending face coverings for staff and recommending them for customers; conducting daily self-assessments for symptoms; encouraging good hygiene and handwashing; cleaning and sanitizing workspaces; and limiting capacity.
 - Posted diagrams of fire exits and tornado safe rooms as well as emergency action plans.
 - Routine fire and tornado drills.
 - Maintenance of heating and air conditioning.
 - Maintenance of proper lighting at all workstations and in all offices.
 - Completion of preventive maintenance for the OhioMeansJobs center mechanical systems.
- C. All parties will ensure that their staff members are effectively trained on policies and procedures relevant to workplace safety and workplace conduct.
- D. Each party with staff assigned to work in the local OhioMeansJobs Centers will identify a contact person at each party's administrative office who will be notified of any safety or personnel concerns.
- E. Each party will ensure staff assigned to work in local OhioMeansJobs centers will follow and adhere to the weather emergency of related policies for each site.

Article XII: Limitation of Liability

To the extent permitted by law, each party agrees to be responsible for any liability that directly relates to any and all of its own acts or omissions or the acts or omissions of its employees. In no event will any party be liable for any indirect or consequential damages caused by actions or omissions of another party or by the employees of another party.

Article XIII: General Provisions

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All parties agree to follow all federal, state and local laws and regulations as applicable under this MOU, including those listed below, which are generally applicable to WIOA, most federally funded partner programs, and to parties that provide programs and services on behalf of the State of Ohio.

- A. **Jobs for Veterans Act** – As stated in Article III B 1, each party agrees to provide priority of service to veterans and covered spouses for any qualified job training program pursuant to 38 USC 2813.
- B. **Americans with Disabilities** – Each party, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
- C. **Pro-Children Act** – If any activities under this MOU call for services to minors, each party agrees to comply with the Pro-Children Act of 1994 (45 CFR 98.13) that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
- D. **Drug-Free Workplace.** Each party, its officers, employees, members, subrecipient(s) and/or any independent contractors (including all field staff) associated with this MOU agree to comply with 29 CFR 94 and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. Each party will make a good faith effort to ensure that none of each party's officers, employees, members, and subrecipient(s) will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property. Fair Labor Standards and Employment Practices
1. Each party hereby affirms compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
 2. Pursuant to WIOA Section 188, in carrying out this MOU, each party affirms that it will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion demotion, rate of pay, or eligibility for in-service training programs.
 3. Each party agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
 4. Each party agrees to collect and maintain data necessary to show compliance with the foregoing nondiscrimination provisions of WIOA Section 188.
- E. **Civil Rights Assurance.** All parties hereby agree that they will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).
- F. **Work Programs.** Each party agrees not to discriminate against individuals who have or are participating in any work program administered by any County Department of Job and Family Services under ORC Chapters 5101 or 5107.
- G. **Ethics Laws.** Each party certifies that by executing this MOU, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2011-03K pertaining to ethics. Each party further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.
- H. **Conflict of Interest** – All parties agree to comply with the following, as applicable:
- a. All parties agree that they, their officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of functions and responsibilities under this MOU. If any party, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, the party will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215. The parties further agree that the person with the conflicting interest will not participate in any activities hereunder until ODJFS, in collaboration with other state partners and, if necessary, the Ohio Attorney General's office, determines that participation would not be contrary to public interest.
 - b. Each party will establish safeguards to prohibit employees from using their positions

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for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

- I. **Qualifications to Conduct Business** – Each party affirms that it and any and all subrecipients and subcontractors that will perform under this MOU have all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the MOU period any party or its subrecipients or subcontractors for any reason, become disqualified from conducting business in the Ohio, the affected party will notify LWDB in writing and will take measures to ensure that the disqualified party immediately ceases performance of activities hereunder.

Article XIIV: Partial Invalidity

This MOU will be governed, construed, and enforced in accordance with all applicable federal, state, and local laws. Should any portion of this MOU be found unallowable by operation of statute or by administrative or judicial decision, it is the intention of the parties that the remaining portions of this MOU will not be affected as long as performance remains feasible with the absence of the unallowable provision(s).

Article XV: Counterpart

This agreement may be executed in one, or more than one counterpart and each executed counterpart will be considered an original, provided that the counterpart is delivered by facsimile, mail courier or electronic mail, all of which together will constitute one and the same agreement.

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

**9
RESOLUTION NO. 22-507**

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND MARION GOODWILL INDUSTRIES, INC., FOR COMPREHENSIVE CASE MANAGEMENT EMPLOYMENT PROGRAM (CCMEP) AND WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) YOUTH SERVICES:

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

WHEREAS, the Director of Job & Family Services recommends approval of the following contract with Marion Goodwill Industries, Inc., for Comprehensive Case Management Employment Program (CCMEP) and Workforce Innovation and Opportunity Act (WIOA) Youth Services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract with Marion Goodwill Industries, Inc. for Comprehensive Case Management Employment Program (CCMEP) and Workforce Innovation and Opportunity Act (WIOA) Youth Services:

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

This Contract is entered into this 23rd day of June, 2022 by and between the Delaware County Board of County Commissioners (hereinafter, “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015 on behalf of Delaware County Department of Job and Family Services (hereinafter, “DCDJFS), whose address is 145 North Union Street, Delaware, Ohio 43015, and Marion Goodwill Industries, Inc. (hereinafter, “PROVIDER”) whose address is 340 West Fairground Street, Marion, Ohio 43302 (hereinafter singly “Party,” collectively, “Parties”).

PRELIMINARY STATEMENTS

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

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

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

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

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

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

1. PURPOSE OF CONTRACT

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

Marion Goodwill Industries, Inc. Proposal Dated 04/30/22

Appendix I, Negotiated Terms Negotiated Between Marion Goodwill and Delaware County JFS

Appendix II, Marion Goodwill Industries Adjusted Budget Dated 05/18/22

Appendix III, Financial Literacy Course Guide

2. TERM

This Agreement shall be effective July 1, 2022 through June 30, 2023 with an option to extend the agreement for three (3) additional one-year periods through June 30, 2026.

3. SCOPE OF SERVICES/DELIVERABLES

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

Marion Goodwill Industries, Inc. Proposal Dated 04/30/22

Appendix I, Negotiated Terms Negotiated Between Marion Goodwill and Delaware County JFS

Appendix II, Marion Goodwill Industries Adjusted Budget Dated 05/18/22

Appendix III, Financial Literacy Course Guide

4. FINANCIAL AGREEMENT

A. PAYMENT PROCEDURES:

1.

2. DCDJFS shall reimburse PROVIDER in accordance with the following:

3.

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

5.

The PROVIDER shall provide a monthly invoice to the DCDJFS no later than 30 days past the service month. Failure to provide the invoice within the 30 days may delay payment of the invoice.

If the invoice is not received by DCDJFS within the 30-day deadline, the Provider agrees to be bound by the removal rates listed below:

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

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

B. MAXIMUM PAYMENT:

PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to DCDJFS, the lesser of the following: (1) The maximum amount of One Hundred Thousand Dollars and No Cents (\$ 100,000) or (2) the amount of actual expenditures made by PROVIDER for purposes of providing the Services. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of One Hundred Thousand Dollars and No Cents (\$ 100,000).

5. AWARD INFORMATION

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

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

Funding sources are contingent upon eligibility of the participant.

6. LIMITATION OF SOURCE OF FUNDS

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

7. DUPLICATE BILLING/OVERPAYMENT

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

8. INFORMATION REQUIREMENTS

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

9. AVAILABILITY AND RETENTION OF RECORDS

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

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

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

10. INDEPENDENT FINANCIAL RECORDS

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

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

11. SERVICE DELIVERY RECORDS

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

12. RESPONSIBILITY OF AUDIT EXCEPTIONS

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

13. INDEPENDENT CONTRACTORS

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

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

DCDJFS and Delaware County are public employers as defined in R.C. § 145.01(D). The Parties acknowledge and agree that PROVIDER is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. PROVIDER also agrees that, as an independent contractor, PROVIDER assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.

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

PROVIDER hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.

14. INDEMNIFICATION

PROVIDER shall provide indemnification as follows:

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

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

15. INSURANCE

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

Prior to commencement of this Contract, PROVIDER shall present to the Board and DCDJFS current certificates of insurance and shall maintain current such insurance during and throughout the entire term of this Contract. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below: Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.

Commercial General Liability Insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, including coverage for subcontractors, if any are used.
Umbrella or Excess Liability* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000 per occurrence and in the aggregate.

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

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

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

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

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

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

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

All insurance shall be written by insurance companies licensed to do business in the State of Ohio. The insurer shall provide thirty (30) days written notice to DCDJFS before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.

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

During the life of the Contract, the Board or DCDJFS may require PROVIDER to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate of insurance within seven (7) calendar days of the request may be considered as default. In addition to the rights and protections provided by the insurance policies as required above, the Board and DCDJFS shall retain any and all such other and further rights and remedies as are available at law or in equity.

Provider's failure to maintain current insurance certificates at any time during the duration of the contract awarded pursuant to this RFP shall be deemed a breach of the contract. In the event of such

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breach, the County shall have the right to withhold any further payment(s) due to Provider and to terminate the contract immediately without liability for any such payment(s).

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

16. CONFLICT OF INTEREST

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

17. PROGRAM EVALUATION AND MONITORING

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

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

18. RESPONSIBILITY FOR BOARD / DCDJFS PROPERTY

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

19. TERMINATION

A. TERMINATION FOR THE CONVENIENCE:

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

B. BREACH OR DEFAULT:

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

C. WAIVER:

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

D. LOSS OF FUNDING:

It is understood by PROVIDER that availability of funds for this contract and thus this contract is contingent on appropriations made by the Local, State and/or Federal governments. In the event that

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the Local, State and/or Federal reimbursement is no longer available to DCDJFS, PROVIDER understands that changes and/or termination of this contract will be required and necessary. Such changes and/or termination shall be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by DCDJFS.

20. SAFEGUARDING OF CLIENT

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

21. CIVIL RIGHTS

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

22. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED

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

23. FAIR HEARING

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

24. DRUG-FREE WORKPLACE

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

25. FINDINGS FOR RECOVERY

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

26. ASSURANCES AND CERTIFICATIONS

PROVIDER assures and certifies that:

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

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

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

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

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

Neither it nor any other units planned for participation in the activities to be funded

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hereunder, are listed on the debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to Contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. NOTICES

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

Marion Goodwill Industries, Inc.

Michelle Roberts
President & CEO
Marion Goodwill Industries, Inc.
340 West Fairground Street
Marion, Ohio 43302

Delaware County Job and Family Services

Robert A. Anderson
Director
Delaware County Job and Family Services
145 N. Union St., 2nd Floor
Delaware, Ohio 43015

28. PUBLICITY

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

29. GOVERNING LAW

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

30. SEVERABILITY

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

31. ENTIRE AGREEMENT

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

32. SIGNATURES

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

33. EFFECT OF SIGNATURE

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

IN WITNESS WHEREOF, the parties have executed this contract as of the date of the signature of the parties.

**Appendix I
Marion Goodwill Industries
CCMEP WIOA Youth Program Contract
Negotiated Points**

Budget

The adjusted budget, dated May 18, 2022, in Appendix II reflects approved budget changes.

Transportation Mileage Reimbursement Rate

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The mileage reimbursement rate shall be the current IRS standard reimbursement rate for businesses that is in effect in the month when transportation services occur.

Youth Program Elements

Financial Literacy

Taxation and Identity Theft shall be incorporated into the Financial Literacy element as detailed in Appendix III.

Drop Out Recovery

PROVIDER shall be responsible for establishing linkages with the Delaware County Aspire Program, linkages with all public high schools in Delaware County, and linkages with State of Ohio recognized online high school provider(s).

Services for Youth in the Follow-up Phase

Provider shall have the option to provide youth program services for participants who have entered the Follow-up phase. Services during the Follow-up phase shall be limited to the three elements listed below. Services may be provided to participants who were referred to any of the three elements either prior to or after entering Follow-up. Services must not exceed the 12-month Follow-up period after program exit.

- Financial literacy education
- Adult mentoring
- Preparation for and transition to post-secondary education/training

Quarterly Youth Program Coordination Meetings

PROVIDER and DCDJFS shall participate in quarterly program coordination meetings scheduled and initiated by DCDJFS.

Meetings shall be scheduled for the following months:

- October 2022
- January 2023
- March 2023
- May 2023

APPENDIX III FINANCIAL LITERACY COURSE GUIDE

***Note:** This course is broken down into three parts; session 1, includes units 1-3, session 2, includes units 4 and 5, and the recently added, session 3, includes units 6, 7, and 8. Each session is intended to last about 2.5 hours, to make the sessions more flexible students can complete a full session or a unit out of a session. A class is considered complete when all units in that session are completed.

Session 1:

Unit 1: How do you value money? (40-45 min)

Have students complete the short pre-test exploring their views on money (5 min)

Begin the class with the “price is right” game as an icebreaker (10 min) – if online, have students guess the prices and the change over time, if in person you can use cards with the answers and ask students to attempt to correctly arrange them.

Discuss values, goals and SMART goals with the students. Have students either complete the SMART goals scenario activity based on Maria or create a list of their own goals (being sure that they are SMART) (10 min)

Discuss social pressure and advertising, focus on avoiding impulse buying and recognizing when they are making impulse purchases. Have student make a list of purchases they made in the last week (or longer) and then highlight the ones that were not needed (or may have been an impulse buy). Discuss what they purchased, why and ways they can avoid such purchases in the future (i.e. avoiding store email lists, Facebook ads, etc.) (15 min)

Have students complete the post-assessment (same as the first) and see if their views changed (5 min)

Unit 2: Income, Expenses, Taxes and Benefits (1hr 10 min)

Have students complete the short pre-test over reading pay stubs, benefits and taxes (3 min)

Discuss gross v. net income and ways of being payed. Explore a sample paystub with the students and have them identify what taxes are being deducted, what benefits are being paid for and what their “take home” pay would be. If this is virtual you can use the sample provided on slide 23, if in person, use paper copies students can mark up. (15 min)

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Discuss what the students noticed on the pay stub, what deductions were taken out, which are required, and which are elective? What about taxes, discuss taxes in Ohio and Delaware county. Explain a W4 using a sample (<https://www.irs.gov/pub/irs-pdf/fw4.pdf>), explain the form based on their situation. Discuss various types of employment and income. (<https://tax.ohio.gov/wps/portal/gov/tax/individual/filing-season-central>.) See link for more on Ohio tax information (20 min)

Discuss the difference between needs, wants and obligations and the ways students spend their income. (can also have students complete a short “quiz” on what is a want, need or obligation) Include a discussion of public benefits (chart provided in PowerPoint) and ensure students are aware of what benefits they receive and what limits are set on these benefits. If you have time, ask students to write down the benefits they receive and add this (if they are working) to their take home pay to see their total income. Is this number what they expected? How much of this income do they think they spend on wants, needs and obligations each month? (15 min)

Discuss the importance of tracking your expenses and paying on time. Explore various ways to pay such as Zelle, PayPal, Venmo and the Cash App, have students discuss how they spend online (do they use a credit card, one of these services, how do they keep their information safe, track their spending?) Show students the apps (if you have time, have students complete a comparison chart) (15 min)

Have students complete the post-assessment. (2 min)

Unit 3: Making a Budget, Spending and Saving (40-45 min)

Have students complete the pre-test over their views on spending, saving and budgeting. (3 min)

Discuss budgeting and how to set daily, weekly and monthly goals. Remind students of what was discussed in unit 2 (using cash apps and virtual wallet). Have students complete a monthly budget, using the money in, money out chart provided on slide 39. (15 min)

Discuss the results, was there a negative result (overspending), what can be done to correct this, what is working, what isn't, what can they cut back on? How can they prioritize and break a cycle of overspending? (10 min)

Now that they have their budget sorted, what about savings? Discuss why it is important to save, and ways they can start saving without cutting out too much of their budget. Discuss the value of savings accounts (and how to select the best option) and various ways to save, show that even saving a small amount can make a big difference. *note: the next section will discuss banking in greater detail so there is no need to go into great detail in this discuss, focus on the value of interest and saving wisely (15 min)

Have students complete a post-assessment. (2 min)

Session 2:

Unit 4: Banking; Checking, Savings and Services (1hr 10min)

Have students complete a pre-test about their savings habits and banking use. (3 min)

Discuss the differences between banks and credit unions, show the value of using a bank (or credit union) instead of other cash services (such as payday loans or check cashing stores). Discuss the services that are available at banks and ways these services can be helpful to the students. If you have time, explore the “My Banking Checklist” together and discuss ways that a bank could meet their money management needs. (15 min)

Explain how to open a bank account using the “apply it” check list. Do students have everything they need, do they know how to get their banking history report to see if they may encounter problems? Discuss what is needed and how they can get the materials to apply. (15 min)

Explain differences between savings and checking accounts, how to use them and how to avoid fees and overdraft charges. If you have time, walk students through the parts of a check, how to fill one out and what the information on the check contains (use slide 71 as an example). (15 min)

Discuss direct deposit and auto-pay. Explain that auto-pay can be a great way of avoiding late fees on bills but can (if not managed well) lead to overdraft charges (if the funds are not in the account to pay the bill). Explain the benefits of direct deposit and how to track payments and bills. Ask students of ways they can see these services helping them, and what to be cautious of, have them discuss anytime they used these services. (10 min)

Explain debit cards v. pre-paid cards. What is the value of a debit card, how is it different from a credit card? How can you keep these cards safe? (10 min)

Have students complete a post-assessment. (2 min)

Unit 5: Credit Cards, Credit Scores and Debt (1hr 15min)

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Have students complete a pre-test assessment discussing their use and understanding of credit. (3 min)
Explain that there are 3 credit reporting agencies, and why having good credit is important to their financial future. Discuss what a good credit score can accomplish and what having no credit can mean for them when trying to make large purchases. Have students complete the example activity with Yardley, discuss what they noticed, how might their credit be currently impacting them? (15 min)

Explain to student how to access their credit scores (refer to the “Getting Your Credit Report” handout). Discuss the value of knowing their scores and keeping an eye on them. Explain how to repair, start, and improve credit if the scores they find are not what they expected, discuss various ways to build and maintain credit without accumulating debt. If you have time, have students complete the scenario with Alex discuss what impacted his scores. (15 min)

Ask students to discuss what they know (and their assumptions) about credit cards. Do they have any, how do they use them, are they good or bad? Explain what a credit card is and how it can be a helpful financial tool, when used carefully. (10 min)

Explain how to select a credit card and what to watch out for. Discuss interest rates, annual fees, APRs. Also discuss benefits such as cash back, miles, etc. and credit limits. Have students “shop” for a credit card based on the example of Siddharth, discuss what they noticed. Should Siddharth have a secured or unsecured card, what barriers did he have, what cards were the best/worst? (15 min)

Discuss the credit card application process, and how to read credit card statements. Using an example credit card statement have student identify key aspects and discuss ways of managing credit card use and debt (how to pay off balances faster and what interest means on the overall cost of a purchase, why they shouldn’t pay only the minimum balance). (15 min)

Have students complete the post-assessment. (2 min)

Session 3:

Unit 6: Protect Yourself (Identify Theft Protection) (1hr 5min)

Warm up and pre-assessment, what is identify theft, why it happens (10 min)

Guided exploration about the 3 types of identity theft including text message spam, pharming, and phishing. Review how to spot identify theft and complete exercise on possible risky scenarios. Walk students through dos and don’ts and ask them to do research on various types of scams on their own by researching articles and discussing what they have found. (25 min)

Explore additional scams and potentially dangerous postings by working through the “this job, not job” exercise to discuss what job posting can be trusted and which postings to avoid. Work through the steps to take handout and discuss ways to stay safe online and when applying for jobs. (25 min)

Warp up and final thoughts; discuss any final questions and complete the post-training assessment. (5min)

Unit 7: Financial Markets and Investing (increasing the value of your money) (45-50min)

Warm up exercise, creating a bucket list and exploring how these goals may be financed. Complete pre-assessment. (10min)

Investment vehicles: discuss the various forms of investing including stocks, bonds, mutual funds, retirement accounts and how to keep these investments safe. Complete the investment products activity and discuss investment types. (20min)

Investment choice: explore the “what type of investor are you handout” and have students explore their risk vs. return by working through various interest rates calculations. Have students discuss the levels of risk they are comfortable with and how to manage the ups and downs of investing (20min).

Wrap up and final thoughts, discuss any final thoughts and create an action plan together with the student(s). Complete post-assessment (5min)

Unit 8: Risky Business (Insurance) (50-55min)

Warm up and discussion; explore what students already know (or assume) about insurance and risk by discussing questions such as, why people have insurance, what insurance do we need, what is insurance, what is the difference between various insurance plans (health, life, auto, car insurance, etc.). (10min)

Explore and discuss the various types of insurance and insurance lingo. Discuss what insurance they may need vs. what an older adult, or even a business owner may need. Explore pros and cons of various insurance policies. Ask students to complete the life map activity to explore what insurance they may need at different stages of their life. (20 min)

Work with students to complete the insurance investigator activity, exploring various scenarios and insurance policies to find the best fit. (20 min)

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Optional additional units may include:

Saving for Retirement
 Buying a car
 Exploring ways to pay for college
 Housing: Renting vs. Buying
 Charitable giving
 Estate planning
 Understanding the Economy, inflation, fiscal policies, and economic cycles
 Entrepreneurship (proposing/planning, starting and maintain a small business)
 Financial Resources (financial advisors, federal and state protections, credible financial resources)

****each unit is about 1 to 1.5 hours in length****

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

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RESOLUTION NO. 22-508

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

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

WHEREAS, the Director of Job & Family Services recommends approval of the following contract with the Delaware County Transit Board for the purchase of Transportation Services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the contract with the Delaware County Transit Board for the purchase of Transportation Services, as follows:

**CONTRACT
FOR THE PURCHASE OF
TRANSPORTATION SERVICES
BETWEEN THE DELAWARE COUNTY
BOARD OF COUNTY COMMISSIONERS
AND
DELAWARE COUNTY TRANSIT BOARD**

This Contract is entered into this 23rd day of June, 2022 by and between the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015 on behalf of Delaware County Department of Job and Family Services (hereinafter, "DCDJFS"), whose address is 145 North Union Street, Delaware, Ohio 43015, and Delaware County Transit Board (hereinafter, "PROVIDER") whose address is: 119 Henderson Court, Delaware, Ohio 43061 (hereinafter singly "Party," collectively, "Parties").

PRELIMINARY STATEMENTS

WHEREAS, PROVIDER provides transportation services to citizens in Ohio; and,

WHEREAS, DCDJFS has accepted federal funds to pay for transportation services using the following funding streams:

Medicaid CFDA #93.778
 Temporary Assistance for Needy Families (TANF) CFDA #93.558
 TANF Purpose #1
 Title XX CFDA #93.667
 Food Assistance Employment and Training (FAET) CFDA #10.561; and,

WHEREAS, PROVIDER is willing to provide such services; and,

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

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

1. PURPOSE OF CONTRACT

The purpose of this Contract is to state the covenants and conditions under which PROVIDER, for and on behalf of DCDJFS, will provide transportation services (hereinafter collectively "Services") for DCDJFS customers. Services to be provided, service rates, and forms to be used for such Services are respectively described in detail and/or set forth in:
 Delaware County Transit Board Proposal For RFP # 01-CY22 , dated March 28, 2022

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2. TERM

This Agreement shall be effective July 1, 2022 through June 30, 2023.
The agreement may be extended, at the option of DCDJFS and upon written agreement of the Provider, for two (2) additional one (1) year terms not to exceed three (3) years

3. SCOPE OF SERVICES/DELIVERABLES

Delaware County Transit Board Proposal For RFP # 01-CY22 , dated March 28, 2022

4. FINANCIAL AGREEMENT

A. PAYMENT PROCEDURES:

DCDJFS shall reimburse PROVIDER in accordance with the following:

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

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

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

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

B. MAXIMUM PAYMENT:

PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to DCDJFS, the lesser of the following: (1) The maximum amount of Two Hundred Thousand Dollars and No Cents (\$200,000.00) or (2) the amount of actual expenditures made by PROVIDER for purposes of providing the Services. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of Two Hundred Thousand Dollars and No Cents (\$200,000.00).

5. AWARD INFORMATION

Medicaid CFDA #93.778
Temporary Assistance for Needy Families (TANF) CFDA #93.558
TANF Purpose #1
Title XX CFDA #93.667
Food Assistance Employment and Training (FAET) CFDA #10.561; and,

6. LIMITATION OF SOURCE OF FUNDS

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

7. DUPLICATE BILLING/OVERPAYMENT

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

8. INFORMATION REQUIREMENTS

PROVIDER will provide such information to DCDJFS as is necessary to meet the specific fiscal and program requirements contained in this Contract. This shall include regular reports, at intervals to be

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determined by the Parties, of services provided and outcomes achieved.

9. AVAILABILITY AND RETENTION OF RECORDS

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

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

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

10. INDEPENDENT FINANCIAL RECORDS

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

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

11. SERVICE DELIVERY RECORDS

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

12. RESPONSIBILITY OF AUDIT EXCEPTIONS

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

14. INDEPENDENT CONTRACTORS

The Parties are public employers as defined in R.C. § 145.01(D). Each Party has classified the other as an independent contractor or another classification other than public employee. As a result, no contributions will be made by either Party to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of the other Party and/or any of the other Party's boards, board members, officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Each Party acknowledges and agrees that, in accordance with R.C. § 145.038(A), that it has been informed by the other Party of such classification and that as provided herein no contributions will be made to OPERS.

15. INDEMNIFICATION

The Parties are political subdivisions of the state of Ohio or are boards, departments, entities, or parts thereof. As such, the Parties lack authority to indemnify. Therefore, the Parties understand and agree that each Party is and shall be responsible for its own negligence, actions, or omissions and/or the negligence, actions, or omissions of their respective boards, board members, officials, officers, employees, agents, representatives, servants, and/or volunteers, resulting from or related in any manner to the performance of this Agreement. The Parties agree to be individually and solely responsible for

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any and all liability, loss, damages, injury, including death, penalties, costs, fines, fees, and/or related expenses that each may incur as a result of its own negligence, actions, or omissions and/or the negligence, actions, or omissions of its respective boards, board members, officials, officers, employees, agents, representatives, servants, and/or volunteers in the performance of this Agreement.

16. INSURANCE

PROVIDER agrees to carry and maintain throughout the life of this Agreement such insurance as will protect it and its employees against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of this Agreement. PROVIDER shall provide DCDJFS certificate(s) of coverage demonstrating such insurance.

17. CONFLICT OF INTEREST

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

18. RESPONSIBILITY FOR BOARD / DCDJFS PROPERTY

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

19. TERMINATION

A. TERMINATION FOR THE CONVENIENCE:

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

B. BREACH OR DEFAULT:

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

C. WAIVER:

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

D. LOSS OF FUNDING:

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

20. SAFEGUARDING OF CLIENT

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

21. CIVIL RIGHTS

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

22. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED

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

23. FAIR HEARING

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

24. DRUG-FREE WORKPLACE

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

25. FINDINGS FOR RECOVERY

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

26. ASSURANCES AND CERTIFICATIONS

PROVIDER assures and certifies that:

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

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

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

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

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

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

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

It agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law.

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

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

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

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

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

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

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

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

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

27. Sub-Contracting

Sub-Contracting by the Provider is permitted under this contract. All sub-contractors performing the work described in this contract must be held to the same standards and obligations as the Provider has agreed to.

Prior to the commencement of this contract, PROVIDER shall submit a written request to DCDJFS for

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approval of the use of any subcontractor who will perform work under this contract. The request must include the subcontractor's name, address, and phone number, and a statement of the work to be performed by that subcontractor. PROVIDER agrees not to permit any subcontractor to begin work under this contract, and that no substitutions will be made, without prior written approval. PROVIDER further agrees not to grant any unapproved subcontractor access to any DCDJFS or county facility, equipment, client, or client records.

With respect to any subcontractor and any other person or entity PROVIDER will use to do work under this contract, PROVIDER shall have an ongoing duty to notify DCDJFS of any known or suspected quality or safety issues, criminal activity, or violations of state or federal law, whether occurring in the past, present, or foreseeable future. PROVIDER shall use good faith, reasonable efforts to resolve any such issues to DCDJFS's satisfaction. DCDJFS, in its sole discretion, may deny or revoke approval of any subcontractor, the use of which could adversely affect the quality or safety of the work, create a risk of harm to persons or property, or result in liability or loss of funds for the County, including, but not limited to, liability under state or federal law.

PROVIDER's failure to comply with any of the obligations of this section shall be deemed a material breach of the contract. In the event of such breach, DCDJFS shall provide notice of the breach and may immediately withhold any further payments due and terminate the contract without liability for any such payments. In lieu of termination, DCDJFS may, at its option, choose to withhold any further payments due until PROVIDER complies with the obligations of this section. Nothing in this contract shall be construed as giving DCDJFS the right to direct or control the work of PROVIDER or its employees, agents, or subcontractors.

28. PROGRAM EVALUATION AND MONITORING

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

29. NOTICES

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

PROVIDER:	Delaware County Job and Family Services
Name of Authorized Contact	Robert A. Anderson
Title of Authorized Contact	Director
Address of Provider	Delaware County Job and Family Services 145 North Union Street, 2 nd Floor Delaware, Ohio 43015

30. PUBLICITY

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

31. GOVERNING LAW

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

32. SEVERABILITY

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

33. ENTIRE AGREEMENT

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

34. SIGNATURES

Any person executing this contract in a representative capacity hereby warrants that he/she has

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authority to sign this contract or has been duly authorized by his/her principal to execute this contract on such principal's behalf.

35. EFFECT OF SIGNATURE

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

IN WITNESS WHEREOF, the parties have executed this contract as of the date of the signature of the parties.

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

11

RESOLUTION NO. 22-509

IN THE MATTER OF APPROVING CHANGE ORDER NO. 01 TO THE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND BEHELER EXCAVATING, INC., FOR THE LOWER ALUM CREEK RELIEF PUMP STATION AND FORCEMAIN PROJECT, FORCEMAIN CONTRACT TC-142-FM:

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

WHEREAS, the Delaware County Board of Commissioners entered into an agreement with Beheler Excavating, Inc., for the Lower Alum Creek Relief Pump Station and Forcemain Project, Forcemain Contract TC-142-FM; and

WHEREAS, Change Order No. 01 authorizes an increase to the contract price in the amount of \$213,198.00 and extends the final completion date to 7/31/2022, due to differing site conditions; and

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

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves Change Order No. 01 to the Agreement between the Delaware County Board of Commissioners and Beheler Excavating, Inc., for the Lower Alum Creek Relief Pump Station and Forcemain Project, Forcemain Contract TC-142-FM.

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

12

RESOLUTION NO. 22-510

IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH POWER SOLUTIONS GROUP, LTD., FOR GENERAL ELECTRICAL SERVICES:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Power Solutions Group, Ltd., for general electrical services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with Power Solutions Group, Ltd.:

DIVISION OF ENVIRONMENTAL SERVICES
REGIONAL SEWER DISTRICT
SERVICES AGREEMENT

This Agreement is made and entered into on June 23, 2022 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Power Solutions Group, Ltd., 251 Outerbelt Street, Columbus, Ohio 43213 ("Contractor"), hereinafter collectively referred to as the "Parties."

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide general services on electrical switchgear, breakers, and transformers for the Delaware County Regional Sewer District (the "Services").
- 1.2 The Contractor 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.

2 SUPERVISION OF SERVICES

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- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer (“Sanitary Engineer”) as the agent of the County for this Agreement.
- 2.2 The Sanitary Engineer 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 Contractor, 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 in accordance with the Contractor’s rates schedule, which is attached hereto as “Exhibit A” and, by this reference, incorporated herein.
- 4.2 For all Services, fees shall be based on a time and materials basis. Total compensation under this Agreement shall not exceed \$40,000.00 without subsequent modification.
- 4.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

5 NOTICES

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

County:

Name: Jason Watts

Address: 10333 Olentangy River Rd, Powell, Oh 43065

Telephone: 740-833-2238

Email: jwatts@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Stuart Spohn

Address of Firm: 425 W. Kerr Rd.

City, State, Zip: Tipp City, Ohio 45371

Telephone: 1-937-506-8444

Email: SSpohn@powersolutionsgroup.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor in accordance with Exhibit A and approved by the Sanitary Engineer.
- 6.2 Invoices shall be submitted to the Sanitary Engineer by the Contractor 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 Contractor 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, DELAYS AND EXTENSIONS

- 7.1 The Contractor shall commence Services upon written order from the Sanitary Engineer and shall complete the Services in accordance with this Agreement.
- 7.2 Contractor shall not proceed with any Services without written authorization.

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- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Sanitary Engineer 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 Contractor shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of termination, the Contractor 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 unless approved by both Parties in writing.

10 OWNERSHIP

- 10.1 Upon completion or termination of the Agreement, the Contractor 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 CONTRACTOR STAFF; ASSIGNMENT

- 11.1 The Contractor shall immediately notify the County, in writing, of any change to key Contractor staff or subcontractors assigned to the Services as contemplated at the time of executing this Agreement.
- 11.2 The Contractor 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 Contractor 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 Contractor, 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: Contractor 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: Contractor 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: Contractor 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 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. Contractor shall require all of its subcontractors to provide like endorsements.
- 13.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for

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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. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 Prohibited Interests: Contractor 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. Contractor 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 Contractor 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. Contractor also agrees that, as an independent contractor, Contractor 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. **Contractor 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: Contractor 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 Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, and Contractor Safety Policy. The Contractor 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 failure of the Contractor 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 Contractor 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 Contractor 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: Contractor 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

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the employment of a person qualified and available to perform the work to which the Agreement relates.

Contractor 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.

Contractor 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.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

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

13

RESOLUTION NO. 22-511

IN THE MATTER OF SETTING THE BID DATE AND TIME TO RECEIVE BIDS FOR LIQUID SLUDGE HAULING SERVICES:

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

WHEREAS, the Delaware County Regional Sewer District recommends soliciting bids for Liquid Sludge Hauling Services; and

WHEREAS, Sewer District staff has provided the contract documents and technical specifications for the Liquid Sludge Hauling Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the specifications for the project known as Liquid Sludge Hauling Services and authorizes the Sanitary Engineer to advertise for and receive bids in accordance with the following Legal Notice:

**Legal Notice
Invitation to Bid**

The Delaware County Commissioners are seeking competitive bids from contractors for a one (1) year contract for the removal, transportation, and offloading of liquid digester sludge from the County's various wastewater treatment facilities to the Alum Creek Water Reclamation Facility or Olentangy Environmental Control Center on an as-needed basis. Bids will be received at the Delaware County Sanitary Engineer's Office, 50 Channing Street, Delaware, Ohio 43015, until **2:00 p.m. on Monday, July 18, 2022**. At that time, bids will be opened and read aloud.

The bids must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR LIQUID SLUDGE HAULING."

This public notice and the complete Invitation to Bid are posted on the internet and may be viewed on Delaware County's web page at <http://www.co.delaware.oh.us> under the heading Public Notices and Bids or may be obtained from the Delaware County Regional Sewer District web page at <https://regionalsewer.co.delaware.oh.us/bids/>.

Any bid submitted shall be accompanied by bond or certified check, cashier's check, or money order on a solvent bank or savings and loan association in the amount of Five Hundred Dollars (\$500.00).

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right to waive irregularities and to reject any or all bids.

Questions about the bid shall be directed in writing to Julie McGill via email at jmcgill@co.delaware.oh.us.

Delaware Gazette Advertisement Date:
Friday, June 24, 2022

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

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14**RESOLUTION NO. 22-512****IN THE MATTER OF SETTING THE BID DATE AND TIME TO RECEIVE BIDS FOR VACUUM BOX RENTAL AND SERVICES:**

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

WHEREAS, the Delaware County Regional Sewer District recommends soliciting bids for Vacuum Box Rental and Services; and

WHEREAS, Sewer District staff has provided the contract documents and technical specifications for the Vacuum Box Rental and Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the specifications for the project known as Vacuum Box Rental and Services and authorizes the Sanitary Engineer to advertise for and receive bids in accordance with the following Legal Notice:

**Legal Notice
Invitation to Bid**

The Delaware County Commissioners are seeking competitive bids from contractors for a one (1) year contract with two optional one-year extensions for providing vacuum box rental and related services on an as-needed basis for wastes removed from sewers and wastewater treatment facilities. Bids will be received at the Delaware County Sanitary Engineer's Office, 50 Channing Street, Delaware, Ohio 43015, until **2:00 p.m. on Monday, July 18, 2022**. At that time, bids will be opened and read aloud.

The bids must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR VACUUM BOX RENTAL AND SERVICES."

This public notice and the complete Invitation to Bid are posted on the internet and may be viewed on Delaware County's web page at <http://www.co.delaware.oh.us> under the heading Public Notices and Bids or may be obtained from the Delaware County Regional Sewer District web page at <https://regionalsewer.co.delaware.oh.us/bids/>.

Any bid submitted shall be accompanied by bond or certified check, cashier's check, or money order on a solvent bank or savings and loan association in the amount of Five Hundred Dollars (\$500.00).

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right to waive irregularities and to reject any or all bids.

Questions about the bid shall be directed in writing to Julie McGill via email at jmcgill@co.delaware.oh.us.

Delaware Gazette Advertisement Date:
Friday, June 24, 2022

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

15**MONTHLY SANITARY APPROVAL UPDATE TO BOARD OF COMMISSIONERS****16****RESOLUTION NO. 22-513****IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH BUILTRITE INTERIOR CONSTRUCTION, LTD., FOR INSTALLATION OF A CLIMATE CONTROLLED STORAGE AREA:**

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

WHEREAS, the Director of Facilities recommends approval of the services agreement with Bultrite Interior Construction, Ltd., for installation of a climate controlled storage area;

NOW, THEREFORE, BE IT RESOLVED, that the Delaware County Board of Commissioners approves the services agreement between the Delaware County Board of Commissioners and Bultrite Interior Construction, Ltd., for installation of a climate controlled storage area, as follows:

SERVICES AGREEMENT

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This Agreement is made and entered into on June 23, 2022, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Bultrite Interior Construction, Ltd., 5200 Fisher Road, Columbus, Ohio 43228 (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide labor, materials, tools, and equipment necessary for the installation of a work shop at the County’s EMS Station 7, located at 6305 Frost Road, Westerville, Ohio (the “Services”).
- 1.2 The Services shall be further defined in and rendered by the Contractor in accordance with the Contractor’s Proposal dated May 19, 2022 (the “Proposal”), which is attached hereto and, by this reference, incorporated herein.
- 1.3 In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 5, and any of the documents incorporated by reference herein, the terms and conditions stated herein shall take precedence.

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Facilities (the “Director”) as the agent of the County for this Agreement.
- 2.2 The Director shall have authority to review changes, commencement, and suspension 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 Contractor, 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 in accordance with the Proposal.
- 4.2 For all Services, the lump sum fee shall be \$38,407.00.
- 4.3 Total compensation under this Agreement shall not exceed \$38,407.00 without subsequent modification.
- 4.4 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.

5 PAYMENT

- 5.1 Compensation shall be paid in accordance with the Proposal, based on invoices submitted by the Contractor and approved by the Director.
- 5.2 Invoices shall be submitted to the Director by the Contractor 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 Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 5.3 The County shall pay invoices within thirty (30) days of receipt.

6 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS

- 6.1 The Contractor shall commence Services upon written order from the Director and shall complete the Services promptly in accordance with the Proposal.
- 6.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Director may grant such an extension provided that all other terms of the Agreement are adhered to.

7 SUSPENSION OR TERMINATION OF AGREEMENT

- 7.1 The County, upon written notice, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.

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- 7.2 In the case of termination, the Contractor 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.

8 INDEMNIFICATION

- 8.1 The Contractor 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 Contractor, 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.

9 INSURANCE

- 9.1 General Liability Coverage: Contractor 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.
- 9.2 Automobile Liability Coverage: Contractor 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.
- 9.3 Workers' Compensation Coverage: Contractor 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.
- 9.4 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 9.1 and 9.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 9.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, 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. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

10 MISCELLANEOUS TERMS AND CONDITIONS

- 10.1 Prohibited Interests: Contractor 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. Contractor 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.
- 10.2 Independent Contractor: The Parties acknowledge and agree that Contractor 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. Contractor also agrees that, as an independent contractor, Contractor 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. **Contractor 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.**
- 10.3 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.
- 10.4 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.
- 10.5 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

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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.

- 10.6 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.
- 10.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 10.8 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.
- 10.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor 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 failure of the Contractor 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.
- 10.10 Drug-Free Workplace: The Contractor 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 Contractor 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.
- 10.11 Non-Discrimination/Equal Opportunity: Contractor 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.

Contractor 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.

Contractor 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.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

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

17
RESOLUTION NO. 22-514

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR ECONOMIC DEVELOPMENT:

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

Supplemental Appropriation
44511441-5715 Creekside Redev Tax Equiv Fd/Principal Payments Notes-Loans 111,600.00

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

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18**RESOLUTION NO. 22-515**

IN THE MATTER OF AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE OHIO DEVELOPMENT SERVICES AGENCY FOR PROGRAM YEAR 2022 (PY22) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ALLOCATION PROGRAM GRANT FUNDING:

It was moved by Mr. Merrell, seconded by Mr. Benton to authorize the application:

WHEREAS, the Ohio Development Services Agency has allocated \$274,000.00 in PY22 CDBG Allocation Program grant funds to Delaware County; and

WHEREAS, Delaware County has received project applications related to public facilities, public services, housing, economic development, and/or fair housing, all being eligible activities of the Allocation Program; and

WHEREAS, Delaware County conducted two public hearings related to the use of CDBG funding, the first public hearing held on February 28, 2022, and the second public hearing held on June 15, 2022; and

WHEREAS, the hearings indicated significant need and interest in utilizing CDBG funding to assist the communities within the County with necessary and useful programs; and

WHEREAS, the use of Allocation Program funding through CDBG meets the State and national program objectives and qualification criteria for this program;

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

Section 1. The Economic Development Administrator, or the Administrator's designee, is hereby authorized to make application to the Ohio Development Services Agency and its Office of Community Development for Allocation Program funding for the following eligible projects:

1. \$20,000 of which shall be used for flood mitigation project within Harlem Township
2. \$49,335 of which shall be used for flood mitigation project within Scioto Township

Should there be a variation from the \$69,335 that is expected to be awarded from ODSA, the difference shall be applied to project number 1 or 2 above, as determined by the Economic Development Administrator, or the Administrator's designee. All necessary documentation will be included with the application, and all required program assurances shall be followed.

Section 2. The Board authorizes the President of the Board to execute any necessary administrative documents in support of the grant application.

Section 3. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the passage of this Resolution were taken in an open meeting of this Board or any of its committees, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Ohio Revised Code Section 121.22.

Section 4. This Resolution shall be in full force and effect immediately upon its adoption.

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

19**RESOLUTION NO. 22-516**

IN THE MATTER OF APPOINTING A LOCAL GOVERNMENT REPRESENTATIVE TO THE SUNBURY MEADOWS COMMUNITY DEVELOPMENT AUTHORITY BOARD OF TRUSTEES:

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

WHEREAS, on August 10, 2006, the Delaware County Board of Commissioners (the "Board of Commissioners") adopted Resolution No. 06-1017, establishing the Sunbury Meadows Community Development Authority, pursuant to Chapter 349 of the Revised Code; and

WHEREAS, as the organizational board of commissioners, the Board of Commissioners shall make appointments to the Community Development Authority Board of Trustees, pursuant to Resolution No. 06-1017 and section 349.04 of the Revised Code; and

WHEREAS, the term for a seat will expire on August 9, 2022, and the member occupying that seat wishes to be re-appointed; and

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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 board of trustees of the Sunbury Meadows Community Development Authority;

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 appointment made herein by choosing to waive the requirement for posting the position and to proceed directly to re-appointment.

Section 2. The Board of Commissioners hereby approves the following re-appointment to the Sunbury Meadows Community Development Authority Board of Trustees:

Position	Appointee	Term Ends
Local Government Representative	Julie Datko	August 9, 2024

Section 3. The re-appointment approved herein shall be effective on August 10, 2022.

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

20

RESOLUTION NO. 22-517

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

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

WHEREAS, on August 16, 2007, the Delaware County Board of Commissioners (the “Board of Commissioners”) adopted Resolution No. 07-985, establishing the NorthStar New Community Authority, pursuant to Chapter 349 of the 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. 07-985 and section 349.04 of the Revised Code; and

WHEREAS, the terms for two seats will expire on August 15, 2022, and the two 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 board of trustees of the NorthStar New Community Authority;

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 appointments of the following members to the NorthStar New Community Authority Board of Trustees for the terms specified herein:

Position	Appointee	Term Ends
Citizen Member	Glenn Evans	August 15, 2024
Citizen Member	Howard Heffelfinger	August 15, 2024

Section 3. The appointments approved herein shall be effective on August 16, 2022.

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

21

RESOLUTION NO. 22-518

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

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

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

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

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

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

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED that the Delaware County Board of Commissioners hereby authorizes the Diamond Point Advisors to use the Meeting Room at 145 N Union Street, Delaware, OH 43015 on July 18, 2022 no cost.

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

22

RESOLUTION NO. 22-519

IN THE MATTER OF APPROVING THE SERVICES AGREEMENT BETWEEN NEOGOV AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS:

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

WHEREAS, the Deputy County Administrator recommends approving the Services Agreement between NEOGOV and the Delaware County Board of Commissioners;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Service Agreement between NEOGOV and the Delaware County Board of Commissioners, as follows:

Exhibit A Order form

NEOGOV
Governmentjobs.com, Inc. (dba "NEOGOV")
300 Continental Blvd, Suite 565
El Segundo, CA 90245 United States
billing@neogov.com S
Sales Rep: Emily Siefring

Customer:
Delaware, County of (OH)
Delaware, Ohio 43015
USA

Quote Valid From: 5-9-2022
Quote Valid To: 6/30/2022
Quote Number Q-05821
Payment Terms: Annual, Net 30
Employee Count 300

Order Summary

First 3 Months			
Service Description	Start Date	End Date	Term Price
Learn Subscription	7/1/2022	9/30/2022	<u>\$0.00</u>
	First 3 Months TOTAL:		\$0.00
Prorated Term			
Service Description	Start Date	End Date	Term Price
Learn Subscription	10/1/2022	12/31/2022	<u>\$5,107.89</u>
	Prorated Term TOTAL:		\$5,107.89
Year 1			
Service Description	Start Date	End Date	Term Price
Learn Subscription	1/1/2023	12/31/2023	<u>\$10,132.50</u>
	Year 1 TOTAL:		\$10,132.50

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Year2			
Service Description	Start Date	End Date	Term Price
Learn Subscription	1/1/2024	12/31/2024	<u>\$20,265.00</u>
		Year 2 TOTAL:	\$20,265.00

Prorated Term			
Service Description	Start Date	End Date	Term Price
Learn Setup			<u>\$6,000.00</u>
		Prorated Term TOTAL:	\$6,000.00

ORDER TOTAL: \$41,505.39

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement between GovernmentJobs.com, Inc. and County of Delaware (OH), as associated with the Order Form dated March 23, 2020, attached hereto as Appendix 1. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

- Initial Term: 31 Months
- Customer may terminate the Services within this Order for convenience by providing written notice to NEOGOV of its intent to terminate within ninety (90) days from the Effective Date ("Termination for Convenience"). Termination for Convenience shall be effective upon NEOGOV receipt of Customer's written notice to Terminate for Convenience. After ninety (90) days have passed from the Effective Date, Customer's right to Terminate for Convenience shall expire, and the Parties may terminate the Service(s) in accordance with the Agreement.
- Prorated Term Subscription Fees and Professional Service fees shall be invoiced on September 1st, 2022. Thereafter, Subscription Fees shall be invoiced on each anniversary of the Effective Date on January 1st, 2023.

(A copy of Appendix 1, the NEOGOV Services Agreement between GovernmentJobs.com, Inc. and County of Delaware (OH), as associated with the Order Form dated March 23, 2020, is available in the Commissioners' Office and Administrative Services Department until no longer of Administrative value).

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

23

RESOLUTION NO. 22-520

IN THE MATTER OF APPROVING OWNER'S AGREEMENT FOR VINMAR VILLAGE SECTION 5:

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

WHEREAS, the Engineer recommends approving the Owner's Agreement for Vinmar Village Section 5;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner's Agreement for Vinmar Village Section 5 as follows:

OWNER'S AGREEMENT
PROJECT NUMBER: 22065

THIS AGREEMENT, executed on this 23rd day of June, between The Reserve at Vinmar, LLC, hereinafter called "OWNER" and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY**

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OHIO (COUNTY COMMISSIONERS), for the project described as Vinmar Village Sec 5 further identified as Project Number 22065 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 2 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 **Forty Eight Thousand Dollars and No Cents (\$48,000.00)** 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 **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

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and all Townships and/or Villages within 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	\$1,204,300.00
CONSTRUCTION BOND AMOUNT	N/A
MAINTENANCE BOND AMOUNT	\$120,500.00
INSPECTION FEE DEPOSIT	\$48,000.00

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

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RESOLUTION NO. 22-521

IN THE MATTER OF APPROVING DEVELOPER’S AGREEMENT FOR HYATTS CROSSING:

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

WHEREAS, the Engineer recommends approving the Developer’s Agreement for Hyatts Crossing;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Developer’s Agreement for Hyatts Crossing as follows:

DEVELOPER'S AGREEMENT
PROJECT NUMBER: 22058

THIS AGREEMENT made and entered into this 23rd day of June by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **PULTE HOMES OF OHIO LLC**, hereinafter called the **OWNER**, is governed by the following considerations, to wit:

- 1) The **OWNER** is constructing a development known as Hyatts Crossing (the "Development") which will include a new roadway access to Sawmill Parkway and contribute to the need for improvements to Sawmill Parkway or other roadways in the vicinity of the Development which shall be constructed by the **COUNTY** (the "Improvements").
- 2) On or before August 1, 2022 , the **OWNER** shall pay to the **COUNTY** One Hundred Thousand Nine Hundred Forty Dollars and No Cents (\$100,940.00), mutually agreed to be the **OWNER'S** proportional share of, and contribution toward, the cost and expense of the Improvements. **OWNER** further agrees that such contribution may be used as determined by the **COUNTY** for improvements to Sawmill Parkway, or any other public roadway in the vicinity thereof, benefitting the Development.
- 3) To the extent the **OWNER**, either directly or through its agents or contractors, performs any work within the **COUNTY'S** right-of-way, the **OWNER** shall indemnify and hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the work.
- 4) The **OWNER** further agrees that any violation of or noncompliance with any of the provisions as stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to suspend or terminate any permit for access to or work within the **COUNTY** right-of-way.

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- 5) If the **OWNER** should 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**.
- 6) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to access the Improvements stipulated herein, subject to the issuance of a right-of-way work permit.

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

25

RESOLUTION NO. 22-522

IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR: SHEFFIELD PARK SECTION 1 PHASE B LOT 6903 DIVISION # 1; HOWARD FARMS SECTION 2 AND SECTION 3; JES CAD AND A RE-SUBDIVISION OF ORANGE CENTRE DEVELOPMENT LOTS 7518 AND 7519:

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

Sheffield Park Section 1 Phase B Lot 6903 Division 1:

WHEREAS, Roundtree Rentals, Ltd. has submitted the Plat of Subdivision ("Plat") for Sheffield Park Section 1 Phase B Lot 6903 Division 1 including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Sheffield Park Section 1 Phase B Lot 6903 Division 1;

Sheffield Park Section 1 Phase B Lot 6903 Division 1:

Situated in the State of Ohio, County of Delaware, Township of Genoa, lying in Farm lot 12, Quarter Township 2, Township 3, Range 17, United States Military lands, being all of Lot 6903 of "Sheffield Park Section 1, Phase B" as shown in Plat Cabinet 3, Slides 245-245A, and containing 1.823 acres of land as conveyed to Roundtree Rentals, Ltd. In Deed Book 1319, page 1478, Delaware County Recorder's Office. Cost: \$9.00 (*\$3.00 per buildable lot*)

Howard Farms Section 2:

WHEREAS, Homewood Corporation has submitted the Plat of Subdivision ("Plat") for Howard Farms Section 2 including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Howard Farms Section 2;

Howard Farms Section 2:

Situated in the State of Ohio, County of Delaware, Township of Berlin, in Farm Lot 11, Quarter Township 3, Township 4, Range 18, United States Military Lands, containing 13.811 acres of land, more or less, said 13.811 acres being of that tract of land conveyed to Homewood Corporation by deed of record in Official Record 719, Page 1262, Recorder's Office, Delaware County, Ohio. Cost: \$75.00 (*\$3.00 per buildable lot*)

Howard Farms Section 3:

WHEREAS, Homewood Corporation has submitted the Plat of Subdivision ("Plat") for Howard Farms Section 3 including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Howard Farms Section 3;

Howard Farms Section 3:

Situated in the State of Ohio, County of Delaware, Township of Berlin, in Farm Lots 11 (12.116 acre) and 12 (31.1724 acres), Quarter Township 3, Township 4, Range 18, United States Military Lands, containing 43.840 acres of land, more or less, said 43.840 acres being part of that tract of land conveyed to Homewood Corporation by deed of record in Official Record 719, Page 1262, Recorder's Office, Delaware County, Ohio. Cost: \$78.00 (*\$3.00 per buildable lot*)

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JES CAD:

WHEREAS, Steve and Julie Lisano have submitted the Plat of Subdivision (“Plat”) for JES CAD including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for JES CAD;

JES CAD:

Situated in the State of Ohio, County of Delaware, Township of Brown and being part of Farm Lot 19, Section 4, Township 5, Range 18, United States Military Lands. Being a Subdivision of 12.152 acres of a 12.152 acre tract of land conveyed to Steve and Julie Lisano as recorded in the Official Record 1652, Page 1095 of the Delaware County Recorder’s Office. Cost: \$12.00 (\$3.00 per buildable lot)

Re-Subdivision of Orange Centre Development Lots 7518 and 7519:

WHEREAS, MGS Partners LLC has submitted the Plat of Subdivision (“Plat”) for Orange Centre Re-Subdivision Of Orange Centre Development Lots 7518 And 7519, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Re-Subdivision of Orange Centre Development Lots 7518 and 7519;

Re-Subdivision of Orange Centre Development Lots 7518 and 7519:

Situated in the State of Ohio, County of Delaware, Township of Orange, Farm Lot 19, Quarter Township 3, Township 3, Range 18, United States Military Lands, being 2000 acres out of lot 7518 & 7519 of Orange Centre Development Lot 7496, Division 1 of Record in Official Record Volume 851, page 801 and stored in Plat Cabinet 4, Slide 9-9A, and being conveyed to MGS Partners LLC of record in the Official Record Volume 1294 , page 1376, all references to records being on file in the Office of the Recorder, Delaware County. Cost: \$3.00 (\$3.00 per buildable lot)

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

26

RESOLUTION NO. 22-523

IN THE MATTER OF ESTABLISHING A MAINTENANCE BOND AND RELEASING CONSTRUCTION BOND FOR HARVEST CURVE:

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

WHEREAS, the roadway construction has been completed for the project known as Harvest Curve (the “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 \$230,590.00 (10% of the original construction estimate) and that the Project be placed on the required one year maintenance period; and

WHEREAS, Rockford Homes, Inc. (the “Owner”) has provided a maintenance bond in the amount of \$230,590.00 as surety to cover the one year maintenance period; and

WHEREAS, the Engineer also recommends that, in accordance with the Owner’s Agreement, the construction bond being held as surety for the Project be returned to the Owner;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners accepts the maintenance bond in the amount of \$230,590.00 for the Project, places the Project on the required one year maintenance period, and returns the construction bond being held for the Project to the Owner.

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

27

RESOLUTION NO. 22-524

IN THE MATTER OF ACCEPTING THE ROADS, APPROVING RECOMMENDED SPEED LIMITS, ESTABLISHING STOP CONDITIONS AND RELEASING THE SURETIES FOR HYATTS

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CROSSING:

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

WHEREAS, the Engineer has reviewed the roadway construction of the roads within Hyatts Crossing (the "Subdivision"), finds them to be constructed in accordance with the approved plans, and recommends that the following roadways within the Subdivision be accepted into the public system:

- An addition of 0.11 mile to Township Road Number 1817, Hyatts Crossing Drive; and

WHEREAS, the Engineer also recommends that 25 mile per hour speed limits be established throughout the Subdivision; and

WHEREAS, the Engineer recommends that the following stop conditions be established within the Subdivision:

- On Township Road 1817, Hyatts Crossing Drive, at its intersection with County Road 609, Sawmill Parkway; and

WHEREAS, the Engineer requests approval to return the maintenance surety to the owners, Pulte Homes of Ohio, LLC;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts the Engineer's recommendations stated herein and accepts the roads, approves speed limits and stop conditions, and releases sureties in accordance with the Engineer's recommendations stated herein.

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

28**RESOLUTION NO. 22-525**

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND STRAWSER PAVING COMPANY FOR DEL-CR91-3.45, BERLIN STATION ROAD AND PIATT ROAD ROUNDABOUT PROJECT:

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

**DEL-CR91-3.45, Berlin Station Road and Piatt Road Roundabout Project
Bid Opening: June 2, 2022**

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

WHEREAS, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and Strawser Paving Company, for the project known as: DEL-CR91-3.45, Berlin Station Road and Piatt Road Roundabout Project;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the contract with Strawser Paving Company for the project known as DEL-CR91-3.45, Berlin Station Road and Piatt Road Roundabout Project, as follows:

CONTRACT

THIS AGREEMENT is made this 23rd day of June, 2022 by and between **Strawser Paving Company, 1595 Frank Road, Columbus, Ohio 43223**, hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

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

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named "**DEL-CR91-3.45, Berlin Station Road and Piatt Road Roundabout Project**", and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed **Two Million Seven Hundred Fifty-Four Thousand Five Hundred Forty Dollars and Ninety-Seven Cents (\$2,754,540.97)** subject to

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additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

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

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

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two original copies on the day and year first above written.

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

29

RESOLUTION NO. 22-526

IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATE AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS DEL-BYXBE CAMPUS, ROLLER COMPACTED CONCRETE BASE FOR PARKING LOT:

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

WHEREAS, the County Engineer has prepared specifications and an estimate for the project known as DEL-Byxbe Campus, which includes constructing a roller compacted concrete base for parking lot;

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

Section 1. The Board hereby approves the specifications and estimate for the project known as DEL-Byxbe Campus.

Section 2. The County Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Public Notice:

**Public Notice
Advertisement for Bids**

Bids shall be submitted electronically through the www.bidexpress.com web service until 10:00 am on Tuesday, July 12, 2022, at which time they will be publicly received and read aloud, for the project known as:

DEL-Byxbe Campus

All proposals shall be submitted electronically through the web service www.bidexpress.com. The bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting "Public Notices and Bids."

The Owner requires that all work associated with the project be completed before September 30, 2022. The estimated commencement of work date is July 25, 2022.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4115 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau.

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Bidders shall comply with all applicable provisions.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of Delaware County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:
June 24, 2022

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

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RESOLUTION NO. 22-527

IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATE AND RESETTING THE BID DATE FOR THE PROJECT KNOWN AS DEL-36-19.93, US 36 AND CARTER'S CORNER INTERSECTION IMPROVEMENT:

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

WHEREAS, the County Engineer has prepared specifications and an estimate for the project known as DEL-36-19.93(rebid) US 36 and Carter's corner intersection, which includes the reconstruction of US 36, Domigan Road and Carter's Corner Road to add left turn lanes and prepare for the installation of a future traffic signal at the intersection;

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

Section 1. The Board hereby approves the specifications and estimate for the project known as DEL-36-19.93 (rebid), US 36 and Carter's Corner Intersection Improvement.

Section 2. The County Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Public Notice:

**Public Notice
Advertisement for Bids**

Bids shall be submitted electronically through the www.bidexpress.com web service until 10:00 am on Tuesday, July 19, 2022, at which time they will be publicly received and read aloud, for the project known as:

DEL-36-19.93(rebid)
US 36 and Carter's Corner Intersection Improvement

All proposals shall be submitted electronically through the web service www.bidexpress.com. The bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting "Public Notices and Bids."

The Owner requires that all work associated with the project be completed before June 1, 2023. The estimated commencement of work date is July 25, 2022.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4115 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of Delaware County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:
June 24, 2022
July 1, 2022
July 8, 2022

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

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RESOLUTION NO. 22-528

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

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

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

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

Permit #	Applicant	Location	Type of Work
UT22-0073	Ohio Edison First Energy	Merchant Road	Install poles
UT22-0074	CenturyLink/Lumen	Carter’s Corner	Place aerial cable & poles
UT22-0075	CenturyLink/Lumen	Ross Road	Road bore
UT22-0076	AEP Ohio	S .Old State Road	Road bore
UT22-0077	Columbia Gas of Ohio	Rome Corners Rd	Install gas main
UT22-0078	Columbia Gas of Ohio	Hyatts Rd	Install gas line
UT22-0079	Spectrum	S. Section Line Rd	Bury cable
UT22-0080	Columbia Gas	Liberty Rd	Abandon line
UT22-0081	Spectrum	Brust Rd	Bury cable
UT22-0082	Lumen	Golf Course Rd	Road bore
UT22-0083	The Chillicothe Telephone Co	Sawmill Pkwy	Install conduit & fiber
UT22-0084	AEP Ohio	Hyatts Rd	Relocate & place poles
UT22-0085	Neesai CD Designs LLC	Commerce Ct	Bore road
UT22-0086	Liberty Township Trustees/SandsDecker	Liberty Twp. Park	Construct waterline
UT22-0087	Frontier	Coover Rd	Install buried FOC
UT22-0088	AEP Ohio	Lewis Center Rd	Install new poles
UT22-0089	Team Fishel	Enterprise Dr	Bore & install FOC

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

32

RESOLUTION NO. 22-529

IN THE MATTER OF APPROVING SPEED LIMIT REDUCTIONS ON NORTH OLD 3C HIGHWAY (CR #24):

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

WHEREAS, a request has been made by the Delaware County Engineer (the “Engineer”) that the statutory vehicular speed established by section 4511.21 of the Revised Code is greater than that considered to be safe and reasonable on N. Old 3C Highway (CR #24) between Centerburg Road (CR #48) and Perfect Road (TR#255), in Delaware County, Ohio; and

WHEREAS, the Engineer has caused to be made engineering and traffic investigations upon the sections of roads described above; and

WHEREAS, it is the belief of the Engineer that such investigation confirms that, due to several factors identified within such investigation (minimal shoulder, roadway characteristics and road width and development), the statutory speed limit of 55 is unrealistic upon the sections of roads; and

WHEREAS, the Engineer requests that this Board, by virtue of section 4511.21 of the Revised Code, request that the Director of the Ohio Department of Transportation review the engineering and traffic investigations to determine and declare a reasonable and safe prima facie speed limit of 45 miles per hour on N. Old 3C

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Highway (CR #24) between Centerburg Road (CR #48) and Perfect Road (TR #255), in Delaware County, Ohio;

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

Section 1. The Board hereby requests that the Director of the Ohio Department of Transportation determine and declare a reasonable and safe speed limit on the sections of roads described above.

Section 2. Upon being advised that the Director of Transportation has determined and declared a revision of the speed limits on the sections of roads described above, the Engineer shall promptly erect standard signs properly posted and giving notice thereof.

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

33

RESOLUTION NO. 22-530

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR THE SHERIFF'S OFFICE:

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

Supplemental Appropriation

10031303-5342 Sheriff Jail Medical & Health Related Services \$342,430.00

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

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ADMINISTRATOR REPORTS

Tracie Davies, County Administrator

- Will be participating in two Community Authority meetings today: Berlin Meadows New Community Authority and the Liberty Grand New Community Authority.
- The Berlin Business Park Quarterly meeting occurred yesterday.
- Attended the Delaware Area Chamber Board meeting. Thanks to Holly Quaine for the invitation.

Dawn Huston

- There are less than 60 days for employees to complete the Wellness Program.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

- Met with Treasurer Rankey, Jr. He expressed concerns about inflation and the cost of living for employees of the County. Treasurer Rankey handed a letter that was passed along after the meeting yesterday to the rest of the Board.
- Attended the Farmer's Bureau breakfast this morning. The topic of broadband was brought up and how many farmers do not have access to it.

Commissioner Benton

- Congrats to EMS for the 3rd year of winning the American Heart Association's Gold Plus Standard Award.
- Berlin High School has been awarded the Most Spirited Award in the U.S.
- Attended the Sycamore Run ribbon cutting. This newest Preservation Park is located at Home Road and SR315 and will serve as a launching site for canoes and kayaks.

Commissioner Merrell

- Talked about Oklahoma baseball/softball.
- Gave his thoughts on the idea of a 90 day temporary Federal gas tax lift.

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RESOLUTION NO. 22-531

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

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

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

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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; employment; promotion; compensation of a public employee or public official; for pending or imminent litigation; for collective bargaining.

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

RESOLUTION NO. 22-532

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Benton, seconded by Mr. Merrell 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