

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 31, 2008

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

Present: Glenn A. Evans, James D. Ward
Absent: Kristopher W. Jordan

PUBLIC COMMENT

RESOLUTION NO. 08-345

IN THE MATTER OF DECLARING APRIL AS CHILD ABUSE PREVENTION MONTH IN DELAWARE COUNTY:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

Whereas, children are Ohio’s most precious and valuable asset; and

Whereas, each child has the right as a human being, to live and grow in a safe and supportive environment; and

Whereas, children who are loved and nurtured grow up to love and nurture others, giving back to their own family, their community and their state, the care that was bestowed upon them; and

Whereas, child abuse/neglect prevention programs succeed because of partnerships among private and public sector agencies and the people of Ohio;

Now, Therefore, We, the Commissioners of Delaware County, do hereby designate

April as Child Abuse and Neglect Prevention Month

Throughout the County of Delaware and urge all county residents to make a commitment to take action to prevent child abuse and neglect

Vote on Motion Mr. Evans Aye Mr. Jordan Absent Mr. Ward Aye

RICK HELWIG BICENTENNIAL COMMITTEE UPDATE

RESOLUTION NO. 08-346

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 27, 2008 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the resolutions and records of the proceedings from regular meeting held March 27, 2008 as contained in the county’s official electronic recordings of the proceedings.

Vote on Motion Mr. Evans Aye Mr. Jordan Absent Mr. Ward Aye

RESOLUTION NO. 08-347

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0328 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0328:

It was moved by Mr. Evans, seconded by Mr. Ward to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0328, memo transfers in batch numbers MTAPR0328 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO’s			
Enchanted Care Learning Inc.	Day Care	22411610-5348	\$ 27,500.00
ACCU Tech	Fiber Optic/Willis	40411412-5410	\$ 14,000.00
ACCU Tech	Fiber Optic/Sawmill/Liberty	40111402-5410	\$ 14,000.00
Prosecutors	Attorney Cost	23711630-5301	\$ 20,000.00
Juvenile Court	Court Contract	23711630-5360	\$ 60,000.00
Common Pleas 2nd.	Court Contract	23711630-5360	\$ 15,000.00
Common Pleas 3rd.	Court Contract	23711630-5360	\$ 15,000.00

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Add Line						
Todays Learning Child	Child Care	22511607-5348		\$	3,000.00	
Increases						
Maryhaven	Residential	22511607-5342		\$	19,277.00	
Dawnya Coleman	Child Care	22411610-5348		\$	50,000.00	
Vouchers						
Pomegranate Health Systems	Residential Treatment	22511607-5342		\$	8,448.00	
Jobs for OH Graduates	Jobs for OH Grads	22311611-5348		\$	39,820.00	
Corna Kokosing	Casework/CFOA	40411412-5410		\$	5,762.00	
Kindercare Neverland	Day Care	22411610-5348		\$	24,442.65	
Kindercare Neverland	Day Care	22511607-5348		\$	1,116.04	
Cincinnati Children's Hospital	Residential Treatment	22511607-5342		\$	29,580.00	
Cincinnati Children's Hospital	Residential Treatment	22511607-5342		\$	7,395.00	
Otis Elevator Company	Contract/140 N. Sandusky St.	10011105-5325		\$	15,415.55	
Synagro Central	Land Application/Biosolids	66290303-5301		\$	21,186.00	
Vote on Motion	Mr. Jordan	Absent	Mr. Evans	Aye	Mr. Ward	Aye

RESOLUTION NO. 08 -348

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

The 911 Department is requesting that E. Sessley and K. Coy attend a Crisis Intervention Training in Delaware, Ohio April 21-24, 2008, at no cost.

The Engineer’s Office is requesting that Jim Drumm, Randy Wilgus, Mike Foreman and Junior Yates attend a Bridge Workers Supervisors and Engineer’s Conference in Mt. Sterling, Ohio April 16-17, 2008, at the cost of \$940.00.

The Environmental Services Department is requesting that Eric Kletrovetz and Tiffany Jenkins attend a Workplace Safety Civil Liability for Professional Engineers in Delaware, Ohio April 15, 2008, at the cost of \$180.00.

The Environmental Services Department is requesting that Eric Kletrovetz and Tiffany Jenkins attend a Contract Law for Professional Engineers in Delaware, Ohio April 15, 2008, at the cost of \$180.00.

The Child Support Enforcement Agency is requesting that Kelly Mills, Adeana Gray, Deb Duke and Joyce Rhodes attend a 2008 Spring Conference in Columbus, Ohio April 7-9, 2008, at the cost of \$450.00.

Vote on Motion	Mr. Ward	Aye	Mr. Jordan	Absent	Mr. Evans	Aye
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RESOLUTION NO. 08-349

IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST FROM GORIC LLC DBA THE OFFICE GRILLE AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following resolution:

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that Goric LLC DBA The Office Grille has requested a new D3A permit located at 3962-64 Powell Road Liberty Township Powell, Ohio 43065, and

Whereas, the Liberty Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested and the Delaware County Commissioners have received no objections.

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

Vote on Motion	Mr. Jordan	Absent	Mr. Evans	Aye	Mr. Ward	Aye
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RESOLUTION NO. 08-350

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

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It was moved by Mr. Evans, seconded by Mr. Ward to approve the following work permits:

Permit #	Applicant	Location	Type of Work
U08-016	AEP	LANE ROAD BRIDGE PROJECT	RELOCATE LINES

Vote on Motion Mr. Evans Aye Mr. Jordan Absent Mr. Ward Aye

RESOLUTION NO. 08-351

IN THE MATTER OF ACCEPTING AND AWARDING THE BIDS FOR ASPHALT MATERIALS:

It was moved by Mr. Evans, seconded by Mr. Ward to accept the following bids:

Asphalt Materials Bid Opening of March 24, 2008

As the result of the referenced bid opening, The Engineer recommends that the following bid awards be made:

MC 30 as per ODOT Spec 702, FOB Jobsite:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.; and Asphalt Technologies, LLC.

MC 30 as per ODOT Spec 702, FOB Plant:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.; and Asphalt Technologies, LLC.

HFRS-2P as per ODOT Spec 902, FOB Jobsite:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.; and Asphalt Technologies, LLC.

HFRS-2P as per ODOT Spec 902, FOB Plant:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc; and Asphalt Technologies, LLC.

SS-1 or SS-1H as per ODOT Spec 702.13, FOB Jobsite:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.; and Asphalt Technologies, LLC.

SS-1 or SS-1H as per ODOT Spec 702.13, FOB Plant:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.; and Asphalt Technologies, LLC.

HFRS-2 as per ODOT Spec 702.13, FOB Jobsite:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials and Asphalt Technologies, LLC.

HFRS-2 as per ODOT Spec 702.13 FOB Plant:

The Engineer recommends that a non-exclusive award be made to Asphalt Materials and Asphalt Technologies, LLC.

Number 301 HMA:

The Engineer recommends that a non-exclusive bid award be made to Mar-Zane Materials, Kokosing, Shelly Materials and The Apple-Smith Corporation

Number 402 HMA:

The Engineer recommends that a non-exclusive bid award be made to Mar-Zane Materials, Shelly Materials, Kokosing and The Apple-Smith Corporation.

Number 404 HMA:

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The Engineer recommends that a non-exclusive bid award be made to Mar-Zane Materials, Shelly Materials, Kokosing and The Apple-Smith Corporation.

2 Men and a Paver:

The Engineer recommends that a non-exclusive bid award be made to Kokosing and Mar-Zane Materials.

A bid tabulation is available for your information.

Vote on Motion Mr. Evans Aye Mr. Jordan Absent Mr. Ward Aye

RESOLUTION NO. 08-352

**IN THE MATTER OF AWARDING THE BID AND APPROVING THE CONTRACT WITH QUIKMOW, INC.,
BY D.R. TENNANT FOR THE 2008-2009 ROADSIDE MOWING PROGRAM:**

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following:

**2008-2009 Roadside Mowing Program
Bids Opened March 17, 2008**

As a result of the referenced bid opening, we recommend that an exclusive bid award be made to D. R. Tennant of Millersburg, Ohio, the only bidder for this program. Mr. Tennant's bid was for a total of \$53,564.48 per year. A contract with Mr. Tennant is attached for your approval.

CONTRACT

AGREEMENT, made and entered into this 31st day of March 2008, by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and Quikmow, Inc., by D.R. Tennant hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of the sum of **Fifty Three Thousand Five Hundred Sixty-Four and Forty Eight** (\$ 53,564.48), based on unit prices on the attached **Bid Blank**, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, all the necessary material, labor and equipment required to complete the project known as **2008-2009 ROADSIDE MOWING PROGRAM**, in accordance with general specifications and Invitation to Bid for same hereto attached; which general specifications and Invitation to Bid are hereby declared to be a part of this **Contract**.

SAID SECOND PARTY further agrees to furnish said materials and to do the said work and labor promptly, in a good, substantial and workmanship manner, under the direction of the **Delaware County Engineer**. Work is to be completed on or before **October 19, 2008-2009**.

THE SECOND PARTY hereby agrees to hold the **County** free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of said **SECOND PARTY**, his sub-contractors, agents or employees

Vote on Motion Mr. Ward Aye Mr. Jordan Absent Mr. Evans Aye

RESOLUTION NO. 08-353

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF
COMMISSIONERS AND STANTEC CONSULTING SERVICES INC. FOR THE BROWN ROAD BRIDGE
OVER BOKES CREEK (DEL-TR176-0.02) PART 1 - PRELIMINARY ENGINEERING PROJECT:**

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

PROFESSIONAL SERVICES CONTRACT

**BROWN ROAD BRIDGE OVER BOKES CREEK (DEL-TR176-0.02)
PART 1 - PRELIMINARY ENGINEERING**

Section 1 – Parties to the Agreement

Agreement made and entered into this 31st day of March, 2008 by and between the Delaware County Board of Commissioners, Delaware County, Ohio ("County"), and the firm of Stantec Consulting Services Inc., 1500 Lake Shore Drive, Suite 100, Columbus, Ohio 43204 ("Consultant").

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as Administrator

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and agent of the Board in performance of Work performed in accordance with this Agreement. The Administrator shall have general supervision of the Work and authority to order commencement or suspension of Work.

Section 3 – Scope of Services (Work)

Consultant agrees to furnish, unto the County, professional engineering services for the project known as Brown Road Bridge over Bokes Creek (DEL-TR176-0.02) including services listed in the Scope of Services agreed upon by the County and Consultant, dated March 10, 2008, and the Price Proposal dated March 10, 2008, by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work promptly and in a skillfully competent manner under the direction of the Administrator and in accordance with generally accepted professional engineering standards.

Section 4 – Compensation

Compensation for Work performed under this Agreement shall be based on a (lump sum or cost including net fee) base contract amount not to exceed one hundred and fifty-four thousand and eight hundred dollars (\$154,800.00) and separately itemized “If Authorized” tasks to be performed only with authorization of the Administrator totaling thirty-two thousand and three hundred dollars (\$32,300.00) as detailed in the Consultant’s aforementioned Price Proposal.

Section 5 – Payment

Compensation shall be paid based on estimates, made no more than once per month, of (the percentage of work completed (for lump sum contracts) or the actual cost plus net fee performed to date) Invoices shall be submitted to the Administrator by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. Consultant shall not commence any “If-Authorized” task listed in the Price Proposal until written authorization for such work is provided by the County. The County may request additional documentation substantiating said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices.

Section 6 – Completion of Work, Delays and Extensions

All Work associated with this Agreement shall be completed by the Consultant no later than April 8, 2009. In the event that unforeseen and unavoidable delays prevent the timely completion of the Work provided under this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

Section 7 – Insurance

- 7.1 **General Liability Coverage:** Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 **Automobile Liability Coverage:** Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 **Workers’ Compensation Coverage:** Consultant shall maintain workers’ compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 **Professional Liability Insurance:** Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 7.5 **Additional Insureds:** The 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 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.6 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Indemnification

The Consultant shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the extent caused in whole or part by any negligent acts, errors or omissions of the

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Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

Section 9 – Termination of Agreement

The County may terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Consultant ordering termination of Work. The Consultant shall immediately terminate Work and submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

Section 10 – Change in Scope of Work

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Work, 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 be approved by both parties.

Section 11 – Ownership of Engineering Documents

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents being part of this Agreement. 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. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Change of Key Consultant Staff

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Work as contemplated at the time of executing this Agreement.

Section 13 – Miscellaneous Terms & Conditions

- 13.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.
- 13.2 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 13.3 **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.
- 13.4 **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.
- 13.5 **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.
- 13.6 **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.
- 13.7 **Findings for Recovery:** Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.8 **Homeland Security:** Consultant certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Consultant agrees to make such certification by completing the declaration of material assistance/nonassistance described in

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R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and “No” being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.

13.9 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

13.10 Campaign Finance – Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

Vote on Motion Mr. Jordan Absent Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 08 -354

IN THE MATTER TRANSFER EXCESS PROPERTY TO THE DELAWARE COUNTY PRESERVATION PARKS DISTRICT, DELAWARE COUNTY, STATE OF OHIO:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

WHEREAS, Delaware County has personal property not needed for public use, or is obsolete or unfit for use which it was acquired; and

WHEREAS, Delaware County may transfer such property to any political subdivision of the state in accordance to the Ohio Revised Code, Section 307.12(D).

NOW THEREFORE BE IT by the Board of County Commissioners, Delaware County, State of Ohio, transfer the excess property consisting of two steel pony trusses removed from the N. Old State Road Bridge over Leatherwood run during the bridge replacement project, to the Delaware County Preservation Parks District, Delaware County, State of Ohio.

Vote on Motion Mr. Ward Aye Mr. Jordan Absent Mr. Evans Aye

RESOLUTION NO. 08 -355

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS AND OTHER AMENITIES FOR CHILD ABUSE PREVENTION BREAKFAST:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

WHEREAS, The Ohio Attorney General Opinion No. 82-006 addresses the issue Expenditure Of Public Funds For Proper “Public Purpose”, and

WHEREAS, The October 20, 2003, State Auditor’s ruling on payment of Expenditures Of Public Funds For Proper “Public Purpose” states that for persons who are employees or non-employees of the County, the

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Commissioners must pre-approve expenditures for the purchase of coffee, meals, refreshments and other amenities.

WHEREAS, April is recognized as Child Abuse Prevention month; and

WHEREAS, Delaware County Department of Job and Family Services has planned a breakfast reception to observe Child Abuse Prevention on April 11 at the Delaware Area Career Center; and

WHEREAS, the State has allocated special funding for this purpose; and

WHEREAS, the Department requests approval to procure catering services for this event; and

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED, by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of Department of Job and Family Services funds in an amount not to exceed \$500.00 to assist in funding the purchase of refreshments and other amenities for Child Abuse Prevention Month 2008.

Vote on Motion Mr. Evans Aye Mr. Jordan Absent Mr. Ward Aye

RESOLUTION NO. 08-356

IN THE MATTER OF AMENDING THE CHILD CARE SERVICES CONTRACTS BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS NANCY LUCAS AND KIDDIE ACADEMY:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

Nancy Lucas

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 2

This amendment, effective March 20, 2008, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Nancy Lucas entered into on the 1st day of January 2008.

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$25,000 to \$75,000 .

Kiddie Academy

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO.2

This amendment, effective March 20, 2008, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kiddie Academy entered into on the 1st day of January 2008.

Article 4. Cost and Delivery of Purchased Services:

. Payment Rates:

Changes amount reimbursable from \$100,000 to \$200,000

Vote on Motion Mr. Jordan Absent Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 08-357

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS AS LISTED:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

BASIC RATES

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Full-time Week for Licensed Center and Type A Providers: 25 to 60 hours

Hourly: Paid after 60 hours

Part-time Week for Center and Type A Providers: 8 hours to 24.9 hours

Hourly Paid for .1 hour to 7.9 hours

Full-time Week for Certified Type B Home Providers: 25 hours to 50 hours

Hourly: Paid after 50 hours

Part-time Week for Home Providers: 8 hours to 24.9 hours

Hourly Paid for .1 hour to 7.9 hours

Child Care Provider		Full	Part Time	Hourly
Kindercare 2680 Sawbury Blvd Columbus, Ohio 43235	Infant	\$224.60	\$ 165.01	\$ 9.20
	Toddler	\$196.77	\$ 139.44	\$ 8.56
	Preschool	\$167.41	\$ 107.71	\$ 6.13
	School age	\$111.91	\$ 82.24	\$ 5.74
	Summer School	\$161.49	\$ 109.53	\$ 6.72
OSU/ Child Care 725 Ackerman Road Columbus, Ohio 43202	Infant	\$224.60	\$ 165.01	\$ 9.20
	Toddler	\$196.77	\$ 139.44	\$ 8.56
	Preschool	\$167.41	\$ 107.71	\$ 6.13
	School age	\$111.91	\$ 82.24	\$ 5.74
	Summer School	\$161.49	\$ 109.53	\$ 6.72
Our Day at Messiah 51 North State Street Westerville, Ohio 43081	Preschoolers			
	AM	\$ 47.67	\$ 47.67	\$ 5.84
	PM	\$ 42.79	\$ 42.79	\$ 5.84
	Hands On/AM T TH	\$ 9.54	\$ 9.54	\$ 5.84
	Hands On/ PM T or W	\$ 14.19	\$ 14.19	\$ 5.84
	MW PM & TH PM	\$ 28.60	\$ 28.60	\$ 5.84

Child Care Provider	Infants	Toddlers	Preschool	School
Carla McMackin 332 Eastwood Ave. Delaware, Ohio 43015	\$147.34 Full	\$143.00 Full	\$132.58 Full	\$118.55 Full
	\$ 108.33 Part	\$ 110.72 Part	\$ 112.42 Part	\$ 89.61 Part
	\$ 5.17 Hourly	\$ 4.88 Hourly	\$ 5.77 Hourly	\$ 5.28 Hourly
	Summer Rate	\$130.73 Full	\$ 94.89 Part	\$ 6.08 Part time

(A copy of each of these contacts is available in the Commissioners’ Office until no longer of Administrative Value).

Vote on Motion Mr. Ward Aye Mr. Jordan Absent Mr. Evans Aye

RESOLUTION NO. 08-358

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND HOUSE OF HOPE FOR ALCOHOLICS, INC. AND LHS FAMILY AND YOUTH SERVICES FOR CHILD PLACEMENT SERVICES:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following contracts:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
House Of Hope for Alcoholics Inc. 1320 Parsons Ave. Columbus, Ohio 43206	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)

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LHS Family And Youth Services 2411 Seaman Street Toledo, Ohio 43605	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)
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(A copy of each of these contacts is available in the Commissioners’ Office until no longer of Administrative Value).

Vote on Motion Mr. Evans Aye Mr. Jordan Absent Mr. Ward Aye

RESOLUTION NO. 08-359

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

Recommendation to hire Deanna Roberts as an Income Maintenance Worker III with the Department of Job and Family Services; effective date April 7, 2008.

Vote on Motion Mr. Jordan Absent Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 08-360

IN THE MATTER OF APPROVING THE RESOLUTION OF NECESSITY FOR PURCHASE OF AUTOMOBILES FOR THE USE OF THE COUNTY COMMISSIONERS; ANY COUNTY DEPARTMENT, BOARD, COMMISSION, OFFICE OR AGENCY; OR ANY ELECTED COUNTY OFFICIAL OR HIS OR HER EMPLOYEES:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the resolution of necessity:

WHEREAS; the Board of County Commissioners of Delaware County, Ohio are required by Ohio Revised Code §307.41, to find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of new automobiles to be used by the County Commissioners, by any county department, board, commission, office or agency, or by any elected county official or his or her employees, and

WHEREAS; the Board of County Commissioners of Delaware, County, Ohio has before it a request from The Maintenance Department, to expend county monies for the purchase of one new, 2008 Ford F250 2-Wheel Drive Regular Cab Pickup Truck; and

WHEREAS; the Board of County Commissioners have legally appropriated monies from the proper fund for the acquisition of vehicles

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

- Section 1.

That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that a necessity exists to purchase one new, 2008 Ford F250 2-Wheel Drive Regular Cab Pickup Truck for use by the Facilities Department.
- Section 2.

That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the number of motor vehicles required is one, for replacement of current vehicle.
- Section 3.

That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the estimated cost of said purchase or lease will be a total of \$16,344.37;
- Section 4.

That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the purchase or lease of said vehicles will be in conformity with the public bidding requirements of Ohio Revised Code 307.86 through 307.92.

FURTHER BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approves The Purchase Order Request for Mathews Kennedy Ford Lincoln Mercury, Inc at a cost not to exceed \$16,344.37 (40111402-5450).

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Vote on Motion Mr. Ward Aye Mr. Jordan Absent Mr. Evans Aye

RESOLUTION NO. 08-361

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY
COMMISSIONERS AND ARROW UNIFORM FOR UNIFORM RENTAL SERVICES
FOR DELAWARE COUNTY:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

Delaware County Board of Commissioners
Contract

This Contract made by and between:

Arrow Uniform
6400 Monroe, PO Box 1248
Taylor, MI 48180

(the “Contractor”) and the Delaware County Board of Commissioners (the “Owner”).

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

ARTICLE 1

1.1 The Contractor shall provide the services as described in the invitation to bid (ITB), which is attached hereto as Exhibit “A”, the Arrow Uniform Service Agreement, which is attached hereto as Exhibit “B”, and as necessary to produce the results intended by the Bid Documents for:

ITB #08-01 Uniform Rental Services
For Delaware County, Ohio

ARTICLE 2

2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the bid documents, not to exceed an estimated annual value of Thirty Thousand dollars (\$35,000.00), based upon the unit pricing set forth in the proposal, submitted by the Contractor and opened on February 25, 2008.

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor as services are provided and approved by the Delaware County Board of Commissioners as provided in the Bid Documents.

ARTICLE 3

3.1 The original term of this contract shall be for Three (3) years, beginning May 1, 2008, and ending April 30, 2011.

3.2 The Delaware County Board of Commissioners may, at its sole option, terminate this Contract with the contractor upon thirty (30) days written notice of its intent to do so. Furthermore, it is understood and agreed that should the contractor fail to provide the quality of good and/or service(s) as specified in the bid instructions, such failure shall constitute a breach of this Contract. Upon a breach of the Contract, the Delaware County Board of Commissioners may, at its sole option, terminate this Contract with the contractor effective immediately upon written notice of its intent to do so.

ARTICLE 4

4.1 This Contract shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein, and made a part hereof. This Contract, along with all documents incorporated by reference, 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.

4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

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4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.

4.4 To the fullest extent permitted by law, the Contractor shall indemnify, save and hold the Delaware County Board of Commissioners, its officers, agents, servants, and employees free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the Contractor's performance of this Contract. The Contractor shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the Delaware County Board of Commissioners by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees. No employee of the Contractor shall at any time be considered an agent or employee of the Delaware County Board of Commissioners.

4.5 Insurance:

4.5.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence with an annual aggregate of not less than \$2,000,000, including coverage for subcontractors, if any.

4.5.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles.

4.5.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio.

4.5.4 Additional Insureds: The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Contract in the policies required by Subsection 4.5.

4.5.5 Proof of Insurance: Prior to the commencement of any work under this Contract, Contractor shall furnish the County with properly executed certificates of insurance for all insurance required by this Contract. 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 Contract.

4.6 No waiver of breach of any provision of this Contract shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Contract or any other provision hereof. No term or provision of this Contract 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.

4.7 For all services being provided under this Contract, the Delaware County Board of Commissioners shall have the right and Contractor agrees to allow the inspection and examination of any and all books, accounts, invoices, records, writings, or documentation of any type and in any form which it maintains in relation to performing said services

4.8 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

4.9 Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

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

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4.11 Contractor certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Contractor agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Contract is contingent upon full completion of such certificate and “No” being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Contract and by this reference made a part of this Contract.

ARTICLE 5

5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract shall be valid and enforceable unless the Delaware County Auditor first certifies funds are available.

5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Delaware County Board of Commissioners.

ARTICLE 6

6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

Vote on Motion Mr. Evans Aye Mr. Jordan Absent Mr. Ward Aye

RESOLUTION NO. 08-362

IN THE MATTER OF APPROVING CONTRACTS BETWEEN CHILD SUPPORT ENFORCEMENT AGENCY AND COMMON PLEAS I; COMMON PLEAS II, JUVENILE COURT, PROSECUTOR, SHERIFF AND CLERK OF COURTS:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

COMMON PLEAS I

IV-D SERVICE CONTRACT

Pursuant to Title IV-D of the Social Security Act, section 3125.13 and 3125.14 of the Ohio Revised Code, and rule 5101:12-10-45 and its supplemental rules of the Ohio Administrative Code promulgated by the Ohio Department of Job and Family Services, the Delaware County Child Support Enforcement Agency (hereinafter referred to as “CSEA”) is authorized to enter into this contract with Delaware County Court of Common Pleas (Judge Whitney) (hereinafter referred to as “Contractor”) for the purchase of services on the 31st day of March, 2008.

This contract will be effective from the 1st day of January, 20, 08 through the 31st day of December, 2008, unless terminated according to the terms of paragraph 24 of this contract. In no case may the contract period exceed one (1) year. Contract periods may be agreed upon for less than one (1) year pursuant to paragraph (A) of rule 5101:12-10-45.2 of the Ohio Administrative Code.

This contract consists of this document, being the JFS 07018, and all attached forms as prescribed by paragraph (B) and (C) of rule 5101:12-10-45.2 of the Ohio Administrative Code including the JFS 07016 "Ohio department of job and family services security addendum to IV-D service contract," which are incorporated and deemed to be a part of this contract as if fully written herein.

The contractor certifies that the JFS 07016 has been signed and incorporated into this contract.

The CSEA and the Contractor certify that all contract deliverables, including all units of service as described in paragraph 5 of this contract, which are being purchased under this contract are units for which federal financial participation under 45 CFR part 304 is available.

Federal financial participation is available for the reimbursement of allowable IV-D activities in IV-D cases being administered by the CSEA. A IV-D case is initiated upon the filing of an application for IV-D services at the CSEA pursuant to ORC 3125.36 or upon the opening of a case in which an assignment of support payments is in effect.

No federal financial participation is available for the reimbursement of activities which have not been initiated by the CSEA except as described in paragraph (D) of rule 5101:12-10-45.2 of the Ohio Administrative Code and paragraph 23 of this contract.

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The following shall be the terms of the contract:

1. **Purchase of Services:** Subject to terms and conditions set forth in this contract, the CSEA agrees to purchase and Contractor agrees to provide the specific unit of service as defined in paragraph 5 of this contract.
2. **Purpose:** The CSEA and Contractor agree to coordinate services as defined in paragraph 5 of this contract and to make all reasonable efforts to coordinate with other Contractors to establish a cooperative, comprehensive county plan for the effective enforcement of child support pursuant to section 3125.03 of the Ohio Revised Code. The CSEA and the Contractor agree to use all available resources in cooperation with other counties and states to obtain or enforce orders for support.
3. **Contractor Certification - Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery under section 9.24 of the Ohio Revised Code or it has taken the appropriate remedial steps required under ORC 9.24 or otherwise qualifies under that section to contract with the State of Ohio under that section.
4. **Contractor Certification - Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or practice law in Ohio have been obtained and are operative. If at any time during the contract period the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this contract.
5. **Unit of Service:** For purposes of this contract, a unit of service is defined as follows (attach separate page, if necessary): a hour of the Magistrate's actual time, or the actual fractional hour of Magistrate's time, spent on IV-D CSEA initiated or IV-D non-CSEA initiated cases.
If the unit of service is defined as an hour, partial units may be expressed in fractions of an hour defined in increments of fifteen minutes for purposes of determining the number of billable hours for which FFP reimbursement may be available.
6. **Contract Unit Cost and Billing Requirements**
 - A. **Governmental Contracts**
 1. **Unit Rate:** For contracts between a CSEA and a governmental contractor as defined in paragraph (B)(1) of rule 5101:12-10-45 of the Ohio Administrative Code and pursuant to calculations contained in the JFS 07020 "Child Support Governmental Contractor Budget" (attached) the unit rate for this contract has been budgeted at \$ 140.75 per hour.
 2. **Total Budgeted Contract Cost:** The total budgeted cost of this contract is calculated by multiplying the Unit Rate (140.75) as determined by the calculations on the JFS 07020 by the number of Units of Service (400) which have been budgeted for purchase during the contract period for a total budgeted Contract Cost of \$56,300.00.
 3. **Billing:** The governmental contractor shall submit the actual monthly expenses of the contract as recorded on the JFS 07034 and based upon the justified unit rate for each month as calculated on the JFS 07034 to the CSEA for payment no later than 30 days after the last day of the month in which services were provided using the JFS 07035.
 - B. **Non-governmental Contracts**
 1. **Unit Rate:** For contracts between a CSEA and a non-governmental contractor as defined in paragraph (B)(2) of rule 5101:12-10-45 of the Ohio Administrative Code, the unit of service shall be \$N/A per N/A as determined through the procurement process for this contract.
 2. **Total Projected Contract Cost:** The total cost of this contract is calculated by multiplying the Unit Rate (N/A) as defined in paragraph (6)(B)(1) of this contract by the number of Units of Service (N/A) which are anticipated to be purchased during the contract period for a total projected contract cost of N/A
 3. **Billing:** The non-governmental contractor shall submit the actual monthly expenses of the contract to the CSEA for payment no later than 30 days after the last day of the month in which services were provided using the JFS 07035.
7. **Billing Requirements:** In the event that the contractor neglects or refuses to submit an invoice to the CSEA for payment to the CSEA within the time frame provided in rule 5101:12-10-45.3(B)(1)(e) and (B)(2)(d) of the Ohio Administrative Code, the CSEA reserves the right to refuse payment of that invoice.
8. **Availability of Funds:** The CSEA represents that it has adequate funds to meet its obligations under

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this contract, that it intends to maintain this contract for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this contract.

A. Payments for all services provided in accordance with the provisions of this contract are contingent upon availability of non-federal and federal matching funds pursuant to rule 5101:12-10-45 and its supplemental rules, as follows:

	Amount	Source
Non-Federal Matching Funds (34%)	\$19,142.00	Delaware Co. General Fund
Federal Matching Funds (66%)	\$37,158.00	
Total Contract Price	\$56,300.00	

B. The CSEA warrants that the non-federal share is not provided from any source which is prohibited by state or federal law or by rule 5101:12-10-45.1 (G) of the Ohio Administrative Code.

9. Contract Performance Standards

A. Federally Mandated Performance Standards

1. Location Performance Standards

a. 45 CFR 303.3(b)(3) Within no more that 75 calendar days of determining that location is necessary, a CSEA must access all appropriate locate sources and ensure that locate information is sufficient to take next action.

b. 45 CFR 303.3(b)(5) A CSEA must repeat location attempts at least quarterly or immediately upon receipt of new information.

c. 45 CFR 303.3(b)(4) A CSEA must refer appropriate cases to the IV-D agency of another state in accordance with the requirements of 45 CFR 303.7.

2. Establishment of Support Performance Standards

a. 45 CFR 303.4(b) and Chapter 3119 of the Ohio Revised Code A CSEA must use appropriate state statutes and legal processes to establish a support obligation, including the use of the Ohio Child Support Guidelines.

b. 45 CFR 303.4(d) A CSEA must establish an order for support or complete service of process within 90 calendar days of locating absent parent.

c. 45 CFR 303.4(e) If a court or magistrate dismisses a petition for support without prejudice, the CSEA must then examine the reasons for dismissal and determine when it can seek an order in the future and do so.

3. Establishment of Paternity Performance Standards

a. 45 CFR 303.5(a) CSEAs must provide an alleged father the opportunity to voluntarily acknowledge paternity in accordance with §302.70(a)(5)(iii) and attempt to establish paternity by legal process established under State law.

4. Enforcement of Support Performance Standards

a. 45 CFR 303.6(c)(1) and (2) Initiate income withholding or other appropriate enforcement action unless service of process is necessary within no more than 30 calendar days of identifying a delinquency. If service is necessary, the timeframe becomes 60 calendar days from the delinquency or support related non-compliance.

b. 45 CFR 303.6(c)(4) When enforcement attempts fail, determine why and re-attempt the enforcement action in the future.

5. Interstate Case Performance Standards

a. 45 CFR 303.7(b)(1) A CSEA must use the long arm authority of Chapter 3115 of the Ohio Revised Code to establish paternity whenever appropriate.

b. 45 CFR 303.7(b)(2) Within 20 calendar days of determining that an absent parent is in another state and the receipt of necessary information, the CSEA must send an interstate petition to the responding state's

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Interstate Central Registry.

c. 45 CFR 303.7(b)(3) The CSEA must provide the responding state with sufficient and accurate information by submitting the mandated federally approved interstate forms and any necessary documentation.

d. 45 CFR 303.7(b)(4) The CSEA must provide the IV-D agency or Interstate Central Registry in the responding state with any additional requested information or advise when the information will be provided within 30 calendar days of receipt of the request.

e. 45 CFR 303.7(b)(5) The CSEA must notify the IV-D agency in the responding state within 10 working days of receipt of new information on the case and send a request for review of a child support order to another state within 20 calendar days of receipt of the necessary information.

f. 45 CFR 303.7(c)(4) The CSEA must process an interstate petition to the extent possible or provide location services if required within 75 calendar days of receipt of the petition from the Interstate Central Registry (ICR).

g. 45 CFR 303.7(c)(5) The CSEA must forward an interstate petition to the correct jurisdiction and notify the ICR within 10 working days of locating an absent parent in a different Ohio county.

h. 45 CFR 303.7(c)(6) A CSEA must either return an interstate petition to the initiating state or forward the petition to the correct state, if requested by the initiating state, within 10 working days of locating the absent parent in another state.

6. Review and Adjustment Performance Standards

a. 45 CFR 303.8(e) The CSEA must conduct a review of the order and adjust the order or determine that the order should not be adjusted within 180 calendar days of receiving a request for review or locating the absent parent.

7. Requirements for Cooperative Arrangements

a. 45 CFR 303.107(c) All parties to this contract certify that all activities conducted pursuant to this contract shall be performed in full compliance with all requirements of Title IV-D and with regulations in 45 CFR Part 300, and any other applicable regulations and requirements.

B. Required Individual Contract Performance Standards

Required performance standards specific to this contract and developed pursuant to rule 5101:12-10-45.2(E) of the Ohio Administrative Code are attached on a separate page. Required performance standards specific to this contract and developed pursuant to rule 5101:12-10-45.2(E) of the Ohio Administrative Code are attached on a separate page.

10. Independent Contractors: The Contractor and its agents, employees, and subcontractors will act in performance of this contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.

11. Financial Records: The Contractor shall maintain independent books, records, payroll, documents, 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 be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel, or their designees.

12. Availability and Retention of Records: Contractors shall maintain and preserve all financial and eligibility determination records related to this contract, including any other documentation used in the administration of the program, in its possession for a period of three years after final payment and/or will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this agreement unless otherwise directed by the CSEA. If an audit, litigation, or other action involving the records is started before the end of the three year period, the records must be retained until all issues arising out the action are resolved or until the end of the three year period, whichever is later.

13. Expensed Equipment: Equipment which has been expensed rather than depreciated during the contract period must be transferred to the CSEA when the equipment is no longer needed to carry out the work under this contract or a succeeding contract. In lieu of equipment being transferred, the appropriate residual value may be transferred to the CSEA.

14. Responsibility of Audit Exceptions: The Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate state or federal audit directly related to the provisions of this contract.

15. Confidentiality: The Contractor agrees that information concerning eligible individuals shall only be

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used in support of the IV-D program. Disclosure of information for any other purpose is prohibited except in accordance with section 3125.08 of the Ohio Revised Code and rule 5101:1-29-07.1 of the Ohio Administrative Code. This includes, to the extent applicable, "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, (HIPPA) ; 42 U.S.C. § 1320d through 1320d-8 and implementing regulations at 45 CFR 164.502(e) and 45 CFR 164.504(e)

16. Equal Employment Opportunity: In carrying out this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

17. Civil Rights: In accordance with rule 9101 through 9101.6 of the Ohio Administrative Procedures Manual and rule 5101:9-2-01 of the Ohio Administrative Code, the contractor certifies the following:

That no person or persons shall be excluded from participation in, or denied the benefit of any service provided under the terms of this contract on the grounds of race, color, national origin, disability, age, gender, or religion.

That it will advise all persons who participate in or benefit from any services provided under the terms of this contract of the availability of an interpreter, if needed; and

That it will advise all persons who participate in or benefit from any service provided under the terms of this contract, of their right to file a complaint if they feel they have been discriminated against in county agency administered programs, on the basis of race, color, national origin, disability, age, gender, sexual orientation or religion.

That it will also advise all persons who participate in or benefit from any service provided under the terms of this contract of the name, title, and location of the person responsible for receiving the complaint.

18. ADA Compliance: The Contractor hereby certifies that it is in full compliance with all statutes and regulations pertaining to the Americans with Disabilities Act of 1990 and with section 504 of the Rehabilitation Act of 1973.

19. Indemnity and Insurance (when applicable):

A. Indemnity: The Contractor agrees that it will at all times during the existence of this contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator designated under section 305.30 of the Ohio Revised Code of the county in which the CSEA is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.

B. Insurance: The Contractor agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death.

20. Monitoring and Evaluation: The CSEA and the Contractor will monitor the manner in which the terms of the contract are being carried out and evaluate the extent to which services described in the contract are being achieved pursuant to form JFS 02151 and paragraph (B) of rule 5101:12-10-45.6 of the Ohio Administrative Code.

21. Accessibility of Program to the Public: The CSEA and the Contractor agree to make all reasonable efforts to allow public access to the program by providing services between the hours of 8:30a.m. and 4:30p.m. on the following days Monday through Friday with the exception of the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Little Brown Jug Day (after 12:00 P.M.), Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (after 12:00 P.M.), Christmas Day, New Year's Eve (after 12:00P.M.) and New Year's Day.

22. Amendment of Contract: No deletions or changes to the language of this contract will be permitted either through the proposed addenda to this contract or through any other method including amendment without the prior written approval of the Office of Child Support (OCS). Only sections which contain areas for which data is to be inserted, including the effective date of the contract, unit of service, number of units, unit rate, contract cost, performance standards, the availability of funds or the hours of service may be amended without the prior written approval of OCS. These sections may be amended at any time by a written amendment signed by all parties and submitted to ODJFS in the manner required by paragraph (F) of rule 5101:12-10-45.2 of the Ohio Administrative Code.

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23. Optional Purchase of non-CSEA Initiated Court Hearings: A CSEA and a court in a contract for magistrate services may choose to contract for additional hearing time for the purpose of purchasing hearings which are not initiated by a CSEA as defined in paragraph (C)(4)(c) of rule 5101:12-10-45 of the Ohio Administrative Code. If this option is utilized, all requirements of paragraph (D) of rule 5101:12-10-45.2 apply. The authorized representative of the CSEA and the authorized representative of the court who have signed this contract shall each signify their decision to utilize this option by placing their initials on the lines below:

Initials of CSEA authorized representative

Initials of court authorized representative

24. Termination

A. In the event that the Contractor does not faithfully and promptly perform its responsibilities and obligations under this agreement as determined by the CSEA, the CSEA may terminate the agreement by providing the Contractor with written notice thirty days in advance of the termination date.

B. In the event that the CSEA does not faithfully and promptly perform its responsibilities and obligations under this contract, the Contractor may terminate the contract by providing the CSEA with written notice thirty days in advance of the termination date.

C. Notwithstanding Sections (A) and (B) of this paragraph, this contract may be terminated by mutual agreement at any time after the date on which the two parties reach their decisions.

D. Notwithstanding Sections (A) and (B) of this paragraph if the federal and/or non-federal funds designated for the programs are not available to the CSEA in an amount adequate to support the activities under this contract as determined by the CSEA, the CSEA may terminate this contract. Such termination is not subject to advance written notice but will be effective on the date federal and/or non-federal funds are no longer available or later as stipulated by the CSEA and all reimbursement to the Contractor will cease as of that date

E. Notwithstanding Sections (A) and (B) of this paragraph, the CSEA may terminate this contract immediately upon delivery of written notice to the Contractor if the CSEA has discovered any illegal conduct on the part of the Contractor.

F. In the event that the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio pursuant to paragraph four of this contract, all obligations under this contract shall immediately terminate and the Contractor will immediately cease the performance of any obligations under this contract.

G. In the event of termination under this paragraph, the Contractor shall be entitled to compensation upon submission of a proper invoice for the work performed prior to receipt of notice of termination which shall be calculated by the CSEA based on the rate set forth in paragraph six of this contract less any funds previously paid by or on behalf of the CSEA. The CSEA shall not be liable for any further claims and the claims submitted by the Contractor shall not exceed the total amount of consideration stated in this contract.

COMMON PLEAS II

A. Payments for all services provided in accordance with the provisions of this contract are contingent upon availability of non-federal and federal matching funds pursuant to rule 5101:12-10-45 and its supplemental rules, as follows:

	Amount	Source
Non-Federal Matching Funds (34%)	\$15,858.96	Delaware Co. General Fund
Federal Matching Funds (66%)	\$30,785.04	
Total Contract Price	46,644.00	

JUVENILE COURT

A. Payments for all services provided in accordance with the provisions of this contract are contingent upon availability of non-federal and federal matching funds pursuant to rule 5101:12-10-45 and its supplemental rules, as follows:

	Amount	Source
Non-Federal Matching Funds (34%)	\$75,525.90	Delaware Co. General Fund

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Federal Matching Funds (66%)	\$146,609.10
Total Contract Price	\$222,135.00

PROSECUTOR

A. Payments for all services provided in accordance with the provisions of this contract are contingent upon availability of non-federal and federal matching funds pursuant to rule 5101:12-10-45 and its supplemental rules, as follows:

	Amount	Source
Non-Federal Matching Funds (34%)	\$23,500.12	Delaware Co. General Fund
Federal Matching Funds (66%)	\$45,617.88	
Total Contract Price	\$69,118.00	

SHERIFF

A. Payments for all services provided in accordance with the provisions of this contract are contingent upon availability of non-federal and federal matching funds pursuant to rule 5101:12-10-45 and its supplemental rules, as follows:

	Amount	Source
Non-Federal Matching Funds (34%)	\$37,258.42	Delaware Co. General Fund
Federal Matching Funds (66%)	\$72,325.18	
Total Contract Price	\$109,583.60	

CLERK OF COURTS

A. Payments for all services provided in accordance with the provisions of this contract are contingent upon availability of non-federal and federal matching funds pursuant to rule 5101:12-10-45 and its supplemental rules, as follows:

	Amount	Source
Non-Federal Matching Funds (34%)	\$ 439.28	Delaware Co. General Fund
Federal Matching Funds (66%)	\$ 852.72	
Total Contract Price	\$ 1292.00	

(Copy of contracts available in the Commissioners’ Office until no longer of administrative value)

Vote on Motion Mr. Ward Aye Mr. Jordan Absent Mr. Evans Aye

RESOLUTION NO. 08-363

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR THE MOMS
OFFERING MENTORING SUPPORT (M.O.M.S.) GRANT FOR JUVENILE COURT:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

MEMO

Grant proposal for Moms Offering Mentoring Support (M.O.M.S.).

Grant #	Spring 2008 Grant Cycle
Source:	Women’s Fund of Central Ohio
Grant Period:	July 1, 2008 to June 30, 2009
Grant Amount:	\$ 10,000
Local Match:	none

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Total Grant Amount: \$ 10,000

This Grant is to provide a program that seeks to reduce the number of repeat teen pregnancies, increase the number of mothers and babies receiving appropriate pre-natal and infant medical care, increase participants self-sufficiency and increase community awareness of services for teen mothers. The funding provides salaries for a portion of one full time employee and all of the funding for one part time employee.

Vote on Motion Mr. Jordan Absent Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 08-364

IN THE MATTER OF NAMING CHAD ANTLE AS THE REPRESENTATIVE FROM DELAWARE COUNTY
FOR THE CENTER OF ENERGY AND ENVIRONMENT’S ADVISORY COUNCIL:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

Whereas the Mid Ohio Regional Planning Commission (MORPC) supports the Center for Energy and the Environment, and

Whereas the Center’s purpose is to allow MORPC to respond to new challenges in the areas of air, water, and energy that face the central Ohio region, and

Whereas MORPC desires to have a representative from Delaware County to be a member of the Center’s advisory council.

Therefore be it resolved that the Board of Commissioners recommend Chad Antle to MORPC for membership to the Center of Energy and Environment’s advisory council.

Vote on Motion Mr. Ward Aye Mr. Jordan Absent Mr. Evans Aye

RESOLUTION NO. 08-365

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE TARTAN FIELDS
WATER RECLAMATION FACILITY:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

Supplemental Appropriation

66211906-5270	SRF Tartan Fields/Equipment Parts	\$	3,000.00
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Vote on Motion Mr. Jordan Absent Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 08-366

IN THE MATTER OF REQUESTING STATEMENTS OF QUALIFICATIONS FOR PROFESSIONAL
SERVICES FOR THE DELAWARE COUNTY REGIONAL SEWER DISTRICT:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

Whereas the Delaware County Regional Sewer District has facilities and infrastructure that from time to time are in need of upgrade or improvement, and

Whereas the required upgrades are to maintain the proper provision of wastewater conveyance and treatment to Sewer District customers and protection of water quality to the State of Ohio surface waters, and

Whereas the planning and design of the required upgrades and improvements require staffing resources beyond that of the current technical staff of the Sewer District, and

Whereas the Ohio Revised Code requires the County to use a quality based selection process when professional services originally estimated at over twenty five thousand dollars (\$25,000) will be incurred, and

Whereas the Division of Environmental Services recommends the following procedure to be implemented to qualify firms to provide the desired services for the time period of calendar years 2008 and 2009:

DELAWARE COUNTY REGIONAL SEWER DISTRICT
QUALITY BASED SELECTION PROCEDURE

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The Delaware County Regional Sewer District intends to use a Quality Based Selection Process conforming to the requirements of Ohio Revised Code Sections 153.65 to 153.71.

The procedure for procurement of consulting engineering services is summarized as follows:

- (1) Public notice requesting statements of qualifications (ORC-153.67);
- (2) Statements of qualifications submitted;
- (3) Evaluation of statements of qualifications;
- (4) Ranking of firms based upon evaluation by Delaware County Regional Sewer District staff;
- (5) Interviews (may be required during evaluation of statements of qualifications);
- (6) Evaluation and selection of firms to receive a request for technical proposal for professional services for specific projects identified by the Delaware County Regional Sewer District.
- (7) Submission of proposal including cost by firm;
- (8) Final negotiations and approval of proposal; and
- (9) Notice to proceed issued.

CONTENT OF CONSULTANT'S STATEMENT OF QUALIFICATIONS

Statement of Qualifications shall include, but is not limited to, the following:

- 1) Name of firm, address and telephone number
- 2) Names, qualifications, and experience of key personnel.
- 3) Name of project manager.
- 4) Letters or recommendation from other public and private agencies reflecting the firms past performance.
- 5) An outline of the firm's Quality Assurance or Quality Management Program.
- 6) A cover Letter of Interest.
- 7) An original and four copies of the Letter of Interest and Statement of Qualifications are to be submitted.
- 8) The Statement of Qualification is to be limited to 15 pages including resumes.

EVALUATION OF STATEMENT OF QUALIFICATIONS

For the professional design and technical engineering services, Delaware County shall evaluate all statements of qualifications on file. The committee shall then select and rank all firms it considers qualified to provide the required professional services. A maximum of ten (10) firms will be qualified.

The firm, partnership, association or corporation shall have Civil Engineering as its major discipline and other services available as needed. Projects will vary in scope and magnitude and but will generally be focused on wastewater treatment and conveyance infrastructure and facilities. Qualifications of any sub-consultant(s) used to obtain qualification in the various areas are to be included in the firm's statement of qualifications.

Evaluation of SOQ and ultimate selection of consultants are based on, but not limited to, the criteria contained on the following page.

STATEMENT OF QUALIFICATION EVALUATION CRITERIA (ORC-153.65 (D))

- 1) Competence of the firm to perform the required services as indicated by:
technical training and education of firm's personnel -----(30 points)
- 2) Experience of the firm's personnel assigned to perform the work. ----- (20 points)
- 3) Description of firms equipment, facilities, office location----- (5 points)
 - a) Technological facilities, computer and software system----- (5 points)
- 4) Past performance of the firm as reflected by the evaluation of past work with Delaware County Regional Sewer District or other clients of the firm with respect to such factors as:----- (30 points)
 - a) Success in controlling costs; and ----- (5 points)
 - b) Success in meeting contract deadlines. ----- (5 points)

Total Points available: (100 points)

FIRMS TO BE QUALIFIED

The County will rank the submitted Statement of Qualifications from highest to lowest point totals. A maximum of the top ten (10) firms with the highest rankings will be short listed and be deemed as qualified for projects requiring services as delineated in the Advertisement for Request for Qualifications.

REQUEST FOR TECHNICAL PROPOSAL

- I. Content of County’s Request for Technical Proposal (RFTP).
 - A. A written invitation to short listed firm(s) for the identified project.
 - B. Evaluation criteria and weights.

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- C. A basic Scope of Services (SOS). The SOS is intended to cover the basic services required for the proposed project. Should prospective consultants determine that additional services are necessary and/or that any services identified in the SOS are not necessary for successful completion of the project, the consultant should document these changes in SOS in their response to the RFTP.
- D. Consultants are advised when recommending changes in SOS to first respond to the SOS exactly as set forth by the County. This includes preparing a basic SOS cost that includes all components of the RFTP even if recommending deletions and/or additions. Then each deviation from the basic SOS is to be documented separately in the proposal under an "if authorized" work item and shall identify any and all cost savings and/or increases. Each change in the SOS shall be evaluated based on its merit by the County.
- E. Notice of any required meetings, conferences or presentations.
- F. When, where and to whom the response to the RFTP is to be submitted.

Note: If a consultant feels a portion of the SOS is not clear, written notice shall be sent to the Director of Environmental Services requesting a review and a determination of action. If a discrepancy exists a written ADDENDUM to the RFTP shall be sent to each consultant.

II. Content of Consultant's response to RFTP. Proposal should include, but is not limited to, the following:

- A. Name of firm, address and telephone number.
- B. Names, qualifications and experience of principals and key personnel that will be assigned to County projects. Provide detailed information on these individuals so as to indicate their availability to work on the project.
- C. Name of responsible firm member/project manager.
- D. Project statement as determined by consultant.
- E. Detailed Scope of Services in response to the Request for Proposal and Basic Scope of Services supplied by the County. Additions or deletions to the basic scope of services along with documentation of any cost savings or increases. The consultants are reminded to respond to the basic SOS in kind and submit additions or deletions as separate "if authorized" work items.
- F. A detailed cost proposal. Cost proposal shall include a breakdown by major work task groups, hours, direct and indirect cost, sub-consultant cost proposals, overhead rate, and proposed net fee. These costs shall be summarized in a computerized spreadsheet format similar to that required by the Ohio Department of Transportation. This cost proposal shall be submitted in a separate sealed envelope with the consultant's response to the RFTP. The basic SOS cost proposal shall cover those items as exactly contained in the basic SOS. Any cost associated with additions or deletions to the basic SOS shall be documented apart from the basic SOS cost as "if authorized" work.
- G. The County does not allow a net fee to be charged by the consultant for work performed by a sub-consultant. Administration and coordination costs may be included under the respective work items in the basic SOS cost proposal.
- H. Project schedule indicating the time frame for work activities, review time, etc. using a Critical Path Method Report.
- I. An original and three copies of the Technical Proposal and one copy of the sealed cost proposal are to be submitted

III. Evaluation of Consultant's Response to RFTP & Consultant Recommendation.

- A. Proposal Evaluation Committee. This committee shall consist of the members of Delaware County as selected by the Director of Environmental Services or County Administrator.
- B. Evaluation of Consultant's Response to RFTP. Each proposal shall be evaluated using the criteria and points established herein. Each member of the proposal evaluation committee shall evaluate all firms. These individual evaluations shall be combined into a consensus evaluation as the average score for each of the criteria and totaled for a composite score. The evaluation shall be performed using the criteria below. Should the difference in ranking after this evaluation be less than 5 points, then the cost proposals for all firms within the 5-point spread shall be opened. The cost proposal points shall then be added to the technical criteria points, and the top ranked offer shall be selected to enter into final contract negotiations. If more than a 5-point

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spread exists, the County shall enter into final contract negotiations with the top ranked offer, in which case the sealed cost proposals will be returned unopened to the unselected consultants after a contract has been executed with the successful firm.

Request for Technical Proposal Evaluation Criteria

- 1) Competence of the offerer to perform the required service as indicated by technical training and education.----- (20 points)
 - 2) Experience of the offerer who would be assigned to perform the work.----- (20 points)
 - 3) Quality and feasibility of the offerer's technical proposal. Includes understanding and insight into the basic scope of services as contained in the RFTP.----- (20 points)
 - 4) Project Schedule.----- (15 points)
 - 5) Evaluation of additions or deletions to the basic SOS as recommended by the offerer.----- (10 points)
 - 6) Ability of the offerer to perform the required service competently and expeditiously:----- (15 points)
 - 7) Past performance of the offerer as reflected by the evaluation of the County and other previous clients of the offerer:----- (30 points)
- Total Available Points = -----120 points

Tie Breaker Criteria

- 8) Evaluation of activities, hours and fees proposed.
 - a) Hours ----- (5 points)
- Total Available Points = -----125 points

Prior to completing evaluations, the proposal evaluation committee may request revisions to or clarification of the technical proposals, provided the same opportunity to revise or clarify is given to all offerers.

- IV. Consultant Recommendation. Once the committee has evaluated all proposals and ranked the offerers, The County shall prepare a letter notifying each firm of the top three (3) ranked firms. The County shall then enter into final contract negotiations with the highest ranked firm. This notification shall become a part of the contract file for the project.
- V. Final Contract Negotiations and Award.
Negotiation Process. The County shall enter into final contract negotiations with the highest ranked offerer. The County shall establish the final terms and scope of services for the project's contract. Should the negotiations with the highest ranked offerer be unsuccessful, then they shall be terminated and negotiations shall begin with the next highest ranked offerer. This process shall continue until a contract is successfully negotiated Approval by the Delaware County Board of Commissioners. Once a contract has been successfully negotiated and signed by the successful firm, the contract shall be presented to the County's Board of Commissioners for approval.
- VI. Final Execution of Contract. Upon execution by the Commissioners, the Director of Environmental Services shall notify the firm of the award.

Therefore be it resolved that the Board of County Commissioners approve the Delaware County Regional Sewer District Quality Based Selection Procedure.

Furthermore be it resolved that the Board of County Commissioners authorize the Director of Environmental Services to perform the following:

- 1. Publicly advertise a Request for Statement of Qualifications for professional services for planning, cataloging, and design of wastewater conveyance and treatment facilities, including but not limited to the design of sewers, pump stations, force mains and upgrades to existing treatment works. Statements of Qualifications will be received by the Regional Sewer District until 4:00p.m. on April 18th, 2008.
- 2. Receive and evaluate Statements of Qualifications in accordance with Delaware County Regional Sewer District Quality Based Selection Procedure.

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3. Qualify a maximum of ten (10) firms with the highest rankings that have evaluated by the above process.

Vote on Motion Mr. Ward Aye Mr. Jordan Absent Mr. Evans Aye

RESOLUTION NO. 08-367

IN THE MATTER OF AWARDING THE BID FOR THE SOLID WASTE TRANSFER STATION
STRUCTURAL REPAIRS TO BC&G WEITHMAN CONSTRUCTION:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

Whereas sealed bids for Solid Waste Transfer Station Structural Repair, DCES 08-1 were received by the Board of County Commissioners on February 29, 2008, and

Whereas two (2) bids were received as part of the public bidding process, and

Whereas the lowest bid received was from BC&G Weithman Construction of Bucyrus, Ohio for \$123,642.00 for the specified improvements, and

Whereas the bid from BC&G Weithman Construction of Bucyrus, Ohio, was evaluated against the bidding requirements and was deemed to have submitted the lowest and best bid.

THEREFORE BE IT RESOLVED that the Solid Waste Transfer Station Structural Repair, DCES 08-1 be awarded to BC&G Weithman Construction of Bucyrus, Ohio

Furthermore be it resolved that the Board of County Commissioners execute the NOTICE OF AWARD to BC&G Weithman Construction of Bucyrus, Ohio

Vote on Motion Mr. Evans Aye Mr. Jordan Absent Mr. Ward Aye

RESOLUTION NO. 08-368

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

Recommendation to hire Nathan Frey as an Operator with the Water Reclamation Department; effective date March 31, 2008.

Vote on Motion Mr. Jordan Absent Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 08-369

IN THE MATTER OF APPROVING TRANSFER OF FUNDS AND TRANSFER OF APPROPRIATIONS FOR
THE JONES TIMMS DITCH:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

Transfer of Appropriation			
From	To		
40311422-5430	40311422-5850		
Jones Timms Ditch/Construction	Jones Timms Ditch/Short Term Advance	\$	50,000.00
40311422-5430	40311422-5301		
Jones Timms Ditch/Construction	Jones Timms Ditch/Professional Services	\$	22,000.00
Transfer of Funds			
From	To		
10011102-5850	40311422-4650		
Commissioners General/Transfers	Jones Timms Ditch/Interfund Transfer Short	\$	50,000.00
Short Term	Term		

Vote on Motion Mr. Jordan Absent Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 08-370

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IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

Accepting resignation of Darryl Evans as an Assistant Dog Warden; effective date March 27, 2008.

Vote on Motion Mr. Jordan Absent Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 08-371

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF
APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR
COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Ward, seconded by Mr. Evans to adjourn into Executive Session at 10:17AM.

Vote on Motion Mr. Evans Aye Mr. Jordan Absent Mr. Ward Aye

RESOLUTION NO. 08-372

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Evans, seconded by Mr. Ward to adjourn out of Executive Session at 11:00AM.

Vote on Motion Mr. Jordan Absent Mr. Evans Aye Mr. Ward Aye

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners