

COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 13, 2009

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

Present: Todd Hanks, Ken O'Brien, Tommy Thompson

RESOLUTION NO. 09-399

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 9, 2009:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on April 9, 2009; and

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

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

Vote on Motion Mr. Thompson Aye Mr. O'Brien Abstain Mr. Hanks Aye

PUBLIC COMMENT

Tom Lasher, Friends of Concord Township-County's Concord Township Water Treatment Plant and the Community Authority
Refer to CD minutes for entire record

RESOLUTION NO. 09-400

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0410, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0410:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0410, memo transfers in batch numbers MTAPR0410 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO's			
Increase			
Delaware City Schools	After School Tanf	70161607-5348	\$ 30,000.00
Maryhaven	Residential Treatment	22511607-5342	\$ 21,000.00
House of New Hope	Residential Treatment	22511607-5342	\$ 30,000.00
Corporate Express	Supplies JFS	22411605-5201	\$ 8,500.00
Nikou Learning	Day Care	22411610-5348	\$ 35,000.00
Adventure Academy	Residential Treatment	22511607-5348	\$ 5,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Desc</u>	<u>Line Account</u>	<u>Line Amount</u>	<u>Line Number</u>
R0903067	HACH CO	SIGMA SD900 PORTABLE SAMPLERS WITH INTAKE TUBING	66290304 - 5260	\$2,850.15	0001
R0903067	HACH CO	SIGMA SD900 PORTABLE SAMPLERS WITH INTAKE TUBING	66290404 - 5260	\$2,850.15	0002

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R0904007	MARION INDUSTRIAL ELECTRICAL SUPPLY INC	REPAIR OF RAW PUMP #4 DRIVE	66290306 - 5328	\$5,000.00	0001
R0904007	MARION INDUSTRIAL ELECTRICAL SUPPLY INC	EQUIPMENT PARTS FOR PUMPS	66290306 - 5270	\$500.00	0002
R0904045	ALPHA AND OMEGA PAINTING CONTRACTORS LLC	CFOA PAINTING	43111424 - 5410	\$9,705.00	0001
R0904094	SHERIFF'S OFFICE	CSEA CONTRACT	10011102 - 5360	\$10,000.00	0001

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09 -401

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

The 911 Department is requesting that Joshua Ripley, Aaron Rubbins and Kathleen Parker attend an Emergency/Fire Dispatch Class in Grove City, Ohio April 20-22, 2009, at the cost of \$975.00.

The Child Support Enforcement Agency is requesting that Andrea Macaluso, Brandy Davenport, Darci Hunsaker and Nicole Hollingsworth attend a Child Support A to Z Training in Columbus, Ohio April 30-May 1, 2009 at no cost.

The Engineer’s Office is requesting that Chris Bauserman and Pat Blayney attend the MORPC State of the Region Meeting in Columbus, Ohio April 30, 2009, at the cost of \$225.00.

The Code Compliance Department is requesting that Ken Bruen and John Hickman attend a Scale Free Resistant Exterior Concrete and Fire-Stop Inspection seminar in Reynoldsburg, Ohio April 23, 2009, at no cost.

The Code Compliance Department is requesting that Joe Scherler and Joe Holbrook attend an Ohio Chapter of Electrical Inspections Conference in Richfield, Ohio May 4-6, 2009, at the cost of \$360.00.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 09-402

IN THE MATTER OF APPROVING DITCH MAINTENANCE PETITIONS FOR FAIR HAVEN SUBDIVISION AND LITTLE BEAR VILLAGE SECTION 1, PHASE A&B AND LITTLE BEAR VILLAGE SECTION 2:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

Ditch Maintenance Petition- Fair Haven Subdivision

We the undersigned owners of 28.040 acres in Harlem Township, Delaware County, Ohio propose to create a subdivision known as **Fair Haven** as evidenced by the attached subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). These plats has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider’s agreement Exhibit “B” available at the County Engineer’s Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

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We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the **Fair Haven** Subdivision.

The cost of the drainage improvements is \$99,206.27 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. 4 lots are created in these plats and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$496.03 per lot. An annual maintenance fee equal to 2% of this basis \$1984.13 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$1984.13 has been paid to Delaware County.

Easements to provide for the maintenance of the improvements have been provided on the plat.

Ditch Maintenance Petition- Little Bear Village Section 1, Phase A&B and Little Bear Village Section 2

We the undersigned owners of 84.42 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as **Little Bear Village Section 1, Phase A&B and Little Bear Village Section 2** as evidenced by the attached subdivision plats (Exhibit "A" which is available at the County Engineer's Office). These plats has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the **Little Bear Village Section 1, Phase A&B and Little Bear Village Section 2** Subdivision.

The cost of the drainage improvements is \$764,851.77 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. One Hundred and fifty lots (93 single family lots, 54 condo units and 3 units for the Clubhouse) are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$5,099.01 per lot. An annual maintenance fee equal to 2% of this basis \$101.98 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$15,297.04 has been paid to Delaware County.

Easements to provide for the maintenance of the improvements have been provided on the plat.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 09-403

IN THE MATTER OF APPROVING PROJECT AGREEMENT FOR GLEN OAK PHASE 5A AS AMENDED:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following agreement:

Glen Oak Phase 5a -#09003

**PROJECT AGREEMENT
PROJECT NUMBER: 09003**

THIS AGREEMENT, executed on this 13TH day of April 2009 between **DOMINION HOMES**, hereinafter called "**OWNER**" and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **GLEN OAK PHASE 5A** further identified as Project Number 09003 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:

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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. ~~Then the **OWNER** shall execute approved financial warranties acceptable to the **COUNTY COMMISSIONERS**, forms of which are attached to this **AGREEMENT** as **Exhibit "B"**, equal to 20% of the cost of construction as shown in **Exhibit "A"** attached hereto.~~

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

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

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

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

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

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

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

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

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

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE

\$325,118

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CONSTRUCTION BOND AMOUNT N/A
 MAINTENANCE BOND AMOUNT \$ 32,512
 INSPECTION FEE DEPOSIT \$ 26,000

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09-404

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

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following work permits:

Permit #	Applicant	Location	Type of Work
U09-021	VERIZON	HYATTS RD	BURY CABLE
U09-022	FIBERTECH	TAGGERT/HYATTS INTERSECTION	ROAD BORE
U09-023	FIBERTECH	TAGGERT RD	ROAD BORE
U09-024	AT&T	SOUTH OLD 3 C	TRENCH & PLACE CABLE
U09-025	CONSUMERS GAS	MILLER PAUL RD	INSTALL GAS LINE
U09-026	CONSUMERS GAS	CENTER VILLAGE RD	INSTALL GAS LINE
U09-027	AT&T	JEWETT RD	REPLACE CABLE

Vote on Motion Mr. Hanks Aye Mr. Thompson Mr. O'Brien

RESOLUTION NO. 09-405

IN THE MATTER OF APPROVING A PARTIAL DRAINAGE EASEMENT VACATION FOR LOT 6630 IN THE OAKS SUBDIVISION SECTION 1 PHASE B:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

**Partial Drainage Easement Vacation
Lot 6630 in The Oaks Subdivision**

Available is a legal description of part of a drainage easement that The Engineer request be vacated on the above lot in The Oaks Subdivision Section 1, Phase B. It has been determined that the drainage easement as recorded is larger than required and The Engineer is therefore requesting your approval to release a portion of that easement.

**DESCRIPTION OF A
PARTIAL EASEMENT RELEASE
Lot 6630, "The Oaks Section 1, Phase B"**

Situate in the State of Ohio, County of Delaware, Township of Concord, being an existing Drainage Easement (20 feet in width) lying on, over and across a portion of Lot 6630 as numbered and delineated on the record plat of "The Oaks Section 1, Phase B", of record in Official Record 733, Pages 1870-1871, all records of the Recorder's Office, Delaware County, Ohio, and being more particularly described as follows:

Begin for reference at the northeasterly corner of said Lot 6630, a common corner with Lot 6631 of said "Section 1, Phase B", being on the westerly line of Lot 4507 as numbered and delineated on the record plat of "Woods of Glen Erin" of record in Plat Book 21, Page 20;

Thence South 83°56'23" West, a distance of 25.00 feet, along line common to said Lots 6630 and 6631 to a point on the westerly line of the "No Build, Tree Preservation Zone";

Thence South 06°05'00" East, a distance of 95.43 feet, along the said "No Build Tree Preservation Zone Line" to a point at the northeasterly corner of said Drainage Easement;

Thence South 83°54'32" West, a distance of 10.00 feet, along the northerly line of said Drainage Easement to a point, being the **Point of True Beginning** for the herein portion of said easement to be vacated;

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Thence South 06°05'00" East, a distance of 20.00 feet, across the said Drainage Easement to a point on the southerly line;

Thence South 83°54'32" West, a distance of 34.66 feet, along the southerly line of said Drainage Easement to a point at the southwesterly corner;

Thence North 06°05'28" West, a distance of 20.00 feet, along the westerly line of said Drainage Easement to a point at the northwesterly corner;

Thence North 83°54'32" East, a distance of 34.67 feet, along the northerly line of said Drainage Easement to the **Point of True Beginning**, containing 0.016 acres, (693.19 square feet), more or less.

The bearings herein are based on are based on the bearing South 06°05'00" East for the easterly line of Lot 6630 as numbered and delineated on the record plat of "The Oaks Section 2", being of record in Official Record 762, Pages 2200-2201.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 09-406

IN THE MATTER OF ACCEPTING AND AWARDING THE BID AND APPROVING THE CONTRACT WITH KOKOSING CONSTRUCTION COMPANY FOR THE LEWIS CENTER & OLD STATE ROAD IMPROVEMENTS PROJECT:

It was moved by Mr. Hanks, seconded by Mr. Thompson to accept the following Bid and approving the following contract:

Lewis Center & Old State Road Improvements – Bid Opening of 4/1/09

As the result of the above referenced bid opening, The Engineer recommends that a bid be awarded to Kokosing Construction Company, the low bidder for the project. A copy of the bid tabulation is available for your information.

Also available are two copies of the contract for your approval. All documents necessary for your approval are in place (Auditor's Certification, Prosecutor's approval, etc.).

CONTRACT

THIS AGREEMENT is made this 13th day of April, 2009 by and between Kokosing Construction, hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

Kokosing Construction
6235 Westerville Road
Westerville, Ohio 43081

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; namely, the "Lewis Center & Old State Road Intersection Improvement 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 **One Million Five Hundred Seventy-Two Thousand Four Hundred Seventy Dollars and Forty-Six cents (\$ 1, 572, 470.46)**, subject to 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

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- 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
- i. 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.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09-407

IN THE MATTER OF ACCEPTING AND AWARDING THE BID AND APPROVING THE CONTRACT WITH MP DORY COMPANY FOR THE OLENTANGY CROSSINGS ASSESSMENT TRAFFIC SIGNAL PROJECT:

It was moved by Mr. Hanks, seconded by Mr. Thompson to accept the following bid and approving the following contract:

Olentangy Crossings Assessment Traffic Signal Pre-Emption

As the result of the bid for the above referenced project, The Engineer recommends that a bid award be made to MP Dory Company Of Columbus, Ohio, the low bidder for the project. The bidders and their prices were:

? Mp Dory Company:	\$12,500
? Complete General Construction:	\$14,600
? U.S. Utility:	\$17,102
? Jess Howard Electric:	\$17,424

Two copies of the contract with MP DORY are available for your approval.

CONTRACT

THIS AGREEMENT is made this 13th day of April, 2009 by and between MP Dory, hereinafter called the "Contractor" and the Delaware County Board of Commissioners, hereinafter called the "Owner".

MP Dory
2001 Integrity Drive South
Columbus, Ohio 43209

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; namely, "Olentangy Crossings Signal Pre-emption 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 **Twelve Thousand Five Hundred Dollars (\$ 12,500.00)**, subject to 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.)

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g. Specifications – General Provisions

h. Federal and State Requirements

i. 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.

ARTICLE 4. INDEMNITY

The Contractor shall indemnify and hold harmless the Owner, its officers, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including, but not limited to, the loss of use resulting therefrom, or delay, acceleration, or loss of productivity caused in whole or part by the negligent act or omission of the Contractor, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 09-408

IN THE MATTER OF APPROVING THE PARTIAL ASSIGNMENT OF EASEMENT AND CONSENT TO GRANT OF EASEMENT TO ORANGE TOWNSHIP FOR A PUBLIC RECREATIONAL BIKE AND PEDESTRIAN TRAIL:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the partial assignment of easement and consent to grant of easement to Orange Township for a public recreational bike and pedestrian trail.

A copy of the easement available for review at the Engineer's Office until no longer of administrative value).

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 09-409

IN THE MATTER OF APPROVING CONTRACT MODIFICATION NUMBER 1 WITH STANTAC CONSULTING SERVICES, INC. FOR THE BROWN ROAD BRIDGE OVER BOKES CREEK FINAL DESIGN CONTRACT:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

**CONTRACT MODIFICATION #1
BROWN ROAD BRIDGE OVER BOKES CREEK (DEL-TR176-0.02)
PART 2 – FINAL DESIGN (PDP STEPS 5-9)**

Section 1 – Parties to the Agreement

Agreement entered into on March 31, 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"), attached for reference and modified herein, this 13TH day of April, 2009.

Section 2 – Contract Administrator

This section unchanged.

Section 3 – Scope of Services (Work)

Consultant agrees to furnish, unto the County, additional 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 and Price Proposal for Contract Modification Number 1, revised March 12, 2009, 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 Part 2 of this Agreement shall be based on a lump sum not to exceed One Hundred Twenty Five Thousand and Fifty One dollars (\$125,051) and separately itemized "If Authorized" tasks to be performed only with authorization of the Administrator totaling Sixty Five Thousand Nine Hundred Nine dollars (\$65,909) as detailed in the Consultant's aforementioned Price Proposal.

Section 5 – Payment

Compensation shall be paid based on periodic estimates, made no more than once per month, of the percentage

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of work completed to date. Invoices shall be submitted to the Administrator by the Consultant on company letterhead clearly listing the word "Invoice" showing a sequential invoice number and the dates that work was performed, the percentage and cost of work completed within the period and completed to date. 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 December 31, 2010. 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

This section unchanged.

Section 8 – Indemnification

This section unchanged.

Section 9 – Termination of Agreement

This section unchanged.

Section 10 – Change in Scope of Work

This section unchanged.

Section 11 – Ownership of Engineering Documents

This section unchanged.

Section 12 – Change of Key Consultant Staff

This section unchanged.

Section 13 – Miscellaneous Terms & Conditions

This section unchanged.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09-410

IN THE MATTER OF APPROVING THE MAINTENANCE CONTRACT BETWEEN DELAWARE COUNTY AND HARRIS STRATEX NETWORKS CORPORATION FOR THE COUNTYWIDE MICROWAVE COMMUNICATIONS:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the maintenance contract between Delaware County And Harris Stratex Networks Corporation For The Countywide Microwave Communications.

Whereas, the Public Safety Systems Administrator recommends approval of the maintenance contract;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approves the maintenance contract between Delaware County And Harris Stratex Networks Corporation For The Countywide Microwave Communications.

Further Be It Resolved, that the Commissioners approve the following Purchase Order:

R0902643 HARRIS STARTEX NETWORKS 21411306 - 5325 \$39,452.00

(A copy of the agreement is available in the Commissioners' Office until no longer of administrative value).

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 09-411

IN THE MATTER OF APPROVING THE TOWER INSPECTION AND MAINTENANCE SERVICE CONTRACT BETWEEN DELAWARE COUNTY AND RHINEHART TOWER SERVICES INC. FOR THE TOWERS FOR THE COUNTYWIDE DIGITAL 800 MHZ RADIO SYSTEM:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the tower inspection and maintenance service contract between Delaware County And Rhinehart Tower Services Inc. For The Towers For The Countywide Digital 800 Mhz Radio System.

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Whereas, the Public Safety Systems Administrator recommends approval of the contract;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approves the tower inspection and maintenance service contract between Delaware County And Rhinehart Tower Services Inc. For The Towers For The Countywide Digital 800 Mhz Radio System.

(A copy of the agreement is available in the Commissioners' Office until no longer of administrative value).

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 09-412

IN THE MATTER OF AMENDING THE JOB AND FAMILY SERVICES PREVENTION, RETENTION AND CONTINGENCY PLAN:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas, Delaware County Job and Family Services provides prevention, retention and contingency services to the residents of Delaware County;

And Whereas, the provision of these services is dependent upon state and federal dollars:

And Whereas, Delaware County Job and Family Services has received significant funding cuts to the Public Assistance funds;

And Whereas, upon the recommendation of the Job and Family Services Community Planning Committee to suspend the service of up to \$1000.00 for short-term training contained in the Prevention, Retention, and Contingency Plan;

Now, therefore, be it resolved that the Prevention, Retention, and Contingency Plan will be amended to suspend the provision for up to \$1000.00 for short term training effective April 13, 2009.

**DELAWARE COUNTY DEPARTMENT OF
JOB AND FAMILY SERVICES
PREVENTION, RETENTION, CONTINGENCY**

INTRODUCTION

The Prevention, Retention, and Contingency (PRC) Program is designed to provide benefits and services to needy families and low-income employed families who are in need of help with essential supports to move out of poverty and become self-sufficient. These supports include nonrecurring short-term, crisis-oriented benefits and, ongoing services that are directly related to the four purposes of the TANF program (reference 45CFR260.20) which do not meet the federal definition of assistance. Nonrecurring short-term assistance addresses discrete crisis situations, which do not provide for needs extending beyond four months. These nonrecurring benefits and services may encompass more than one payment a year, as long as the payment provides short-term relief and addresses a discrete crisis situation rather than meeting ongoing recurrent needs. These benefits and services are consistent with the federal definition of non-assistance as found in 45CFR260.31 (b). The definition of non-assistance includes:

1. Nonrecurring, short-term benefits that:
 - a. are designed to deal with specific crisis situation or episode of need:
 - b. are not intended to meet recurrent or ongoing needs: and
 - c. will not extend beyond four months:
2. Work subsidies (i.e.; payments to employers or third parties to help cover the costs of employer wages, benefits, supervision, and training);
3. Supportive services such as transportation provided to families who are employed or seeking employment;
4. Refundable earned income tax credits;
5. Contributions and distributions from, Individual Development Accounts (IDA);
6. Services such as counseling, case management, peer support, child care information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income and support.

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Assistance through the Delaware County Prevention, Retention, and Contingency Program is provided through the following categories:

- Employment Related Assistance
- Family Preservation and Reunification
- Financial Crisis
- Help Me Grow
- Youth Development Services
- Kinship Care/Navigator
- Pregnancy Prevention Services

DEFINITIONS

As used for this program:

Assistance Group (AG) :

a.) PRC benefits and services are available to a family assistance group (AG) which includes a minor child or pregnant individual as defined in Sections 5108.01 and 5108.06 of the revised code. At a minimum, an eligible family must consist of a minor child who resides with a parent, caretaker-relative, legal guardian, or legal custodian who is legally obligated to support and care for the child (or consist of a pregnant individual). No family is eligible for PRC assistance unless the family includes a minor child who resides with the parent, caretaker relative, legal guardian, or legal custodian. PRC assistance may also be provided to a pregnant individual with no other minor children. The unborn child will be included in the AG and considered in determining financial eligibility if the mother is in the third trimester of pregnancy. A minor child may be connected to more than one assistance group receiving PRC depending upon the service provided and other individuals residing with the minor child. All individuals living in the household that would benefit from the PRC assistance would be counted an Assistance Group.

A child may be temporarily absent from the home in accordance with the time frames established in rule 5101:1-3-04 of the Ohio Administrative Code and still qualify for PRC. During the temporary period, the child is considered to be residing with the parent, caretaker, relative, legal guardian or legal custodian. An eligible family may also consist of a minor child residing with a parent, caretaker relative, legal guardian or legal custodian and other members of the household (who may or may not be related to the minor child) who may significantly enhance the family's ability to achieve economic self-sufficiency.

An assistance group must contain at least one adult (age eighteen or over) and at least one minor child (under age eighteen or under the age of nineteen and a full-time student in a secondary school or in the equivalent level of vocational technical training) who is the natural or adopted child of the adult or is a child for whom the adult has legal or kinship responsibility and who lives with the adult.

b.) **Employment-Related** PRC benefits and services are available to non-custodial parents who provide proof of compliance with child support orders, or who are ordered into an employment program by the court or referred by the child support enforcement agency (CSEA) and are complying with the employment program to find a job; who have a current child support order and the intent to meet his/her financial obligation and who have a current seek-work order and are referred by the CSEA administrative order. The child of the non-custodial parent must reside in Delaware County.

Assistance Group contribution means the amount of liquid resources of the adult in excess of \$200.00. Assistance Group contributions pertain to contingency needs only.

Budget Period means the thirty- (30) calendar day period immediately proceeding the date of application for PRC. The thirty-day budget period is considered when determining financial need. The date used to count back 30 days will be the date the application is date stamped into the agency.

Contingency services are cash payments or vouchers for an emergent need. An emergent need is a condition that threatens the health, safety, or decent living arrangements of an assistance group to the extent that it would prohibit the children from being cared for in their own home or inhibit job preparation, work and marriage. Examples would include utility assistance, shelter expenses, personal expense (clothing, hygiene items), home repair, appliances, furniture, household expenses (bedding vacuum cleaners, cleaning products), and disaster assistance. An * helps identify contingency services under each category of assistance.

Department means the Delaware County Department of Job and Family Services.

Date of Eligibility will be determined as the date the application is date stamped as received into the agency. This date will be used as a denial date, continuing eligibility date, and budget period date. This date is not the voucher date. The voucher date is the actual date the voucher is written.

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Disaster Related Assistance:

Special disaster related funds can be accessed in situations where the Governor of the state of Ohio has designated the county as a disaster area or under a state of emergency. Referrals will come through and be coordinated with the American Red Cross of Delaware County. An AG must still contain a minor child as defined in the plan. An AG must first attempt to access their insurance prior to using the PRC Program. PRC can be used to cover insurance deductibles when other eligibility criteria are met. Disaster Related Assistance is available even if the AG has used the program maximum under the regular PRC program. The Income Eligibility Standard for Disaster Assistance is 200% of the Federal Poverty Guideline. The CDJFS may issue a one-time cash payment and/or services up to \$1,500 per family dwelling using the Disaster Relief funding.

PRC assistance is to be available to eligible families who are victims of a natural disaster and are relocating to Delaware County as a result of the natural disaster. Guidelines of eligibility amounts of assistance are to follow the eligibility guidelines for Disaster Related Assistance.

Eligible Service means the goods or services that may be provided through the particular category of PRC assistance as detailed below.

Financially Eligible means that the AG's combined income and liquid resources for the budget period are equal to or less than the Income Eligibility Standard applicable to the particular category of PRC, or the AG meets one of the other eligibility criteria stated in Appendix A.

Income means all earned and unearned income received by any adult member of the PRC Assistance Group during the budget period. Income shall be reduced by child support, alimony, and child care payments. This includes all income which is normally disregarded when determining eligibility for Ohio Works First or Disability Assistance. All income which is received or expected to be received during the thirty-day budget period is considered when determining financial need.

For cases in which the income cannot be accurately obtained, the implementation of practices that are reasonable and prudent should occur when determining countable income. A signed ODHS 7341, Applicant/Recipient Authorization for Release of Information should be obtained from the applicant for an inquiry. Once the release is received, verification which is obtained by phone must contain clear documentation in the PRC AG record concerning the name and position of the supplier of the information, the date the verification was obtained, the amount of the verified income, and the name of the individual who obtained the verification. More stringent verification is required when PRC benefits and services involve a direct monetary gain by the applicant and opportunities for fraud are prevalent.

Income Eligibility Standard means that percentage of the Federal Poverty Guideline against which the AGs combined income and liquid resources are compared for purposes of determining financial eligibility or ineligibility, or the means tested program which applies. Refer to Appendix A.

Respite care are services designed to provide temporary relief of child-rearing functions which includes services such as crisis nurseries, day treatment, protective day care, and volunteers or paid individuals who provide services within the home.

Residence means resident of Delaware County. Residence is also established by an applicant who is not receiving PRC assistance from another county and entered the county with a verified job in Delaware County.

Liquid Resources means cash, savings and any other asset that is readily convertible to cash

Means-Tested Eligibility means that an AG is eligible for PRC services based upon receipt of another means-tested form of assistance. These types of assistance include OWF Cash Assistance, Food Stamps, Medicaid, WIC, or are eligible for free/reduced lunches through the schools.

Period of Eligibility means the period of time beginning with the date of authorization of eligibility for PRC and ending after the number of days applicable to the particular category of PRC during which goods and services may be authorized by the department.

Time Limit means the amount of time that must elapse between periods of eligibility applicable to the particular category of PRC.

Ineligible Family AG's:

Federal and State law must be adhered to when providing PRC benefits and services. List below are federal and state prohibitions based upon 42 U.S.C. 608, section 431 if PRWORA and the Ohio Revised Code;

1. No assistance for families without a minor child.
2. No assistance to a single individual, unless such individual is pregnant.
3. No benefits or services to an individual who is not a citizen of the United States or a qualified alien.

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4. No assistance for families that fraudulently receive assistance under the OWF, Food Stamp, and PRC programs until full repayment occurs. Ref. 5101.83 of the ORC.
5. An individual who is a fugitive felon or a probation or parole violator.
6. For contingency cases, assistance groups that do not use their own income and resources to help meet their need or the family caused the emergent need to occur through some action or lack of action on their part. Example: Any presenting need brought on by refusing to accept or quitting a job with out good cause as defined in the Delaware County Workforce Development guidelines. PRC may not be issued if it can be shown through past history that the AG has planned and anticipated a presenting need on an annual basis. The assistance group must apply the Assistance Group contribution toward meeting the need.
7. The Assistance Group must provide verification of their ability to continue to meet the emergent need for which they are requesting PRC assistance.
8. Assistance Groups receiving Employment-Related PRC that without just cause terminate their employment or withdraw from training programs prior to completion shall have the full cost of their PRC assistance calculated as an overpayment and will not be eligible for further PRC assistance until that overpayment is paid in full.

APPLICATION, ELIGIBILITY DETERMINATION, PAYMENT, AND NOTICE

Application for PRC shall be made by an adult member of the Assistance Group. The adult shall complete, sign, and date the applicable PRC Application form (Appendices B, C, and D). Verification of income and currently available liquid resources is required. Verification that the minor child meets the program definition may be required.

Eligibility for PRC will be determined once a completed and signed PRC application is submitted to the Department and all required verifications are received. Eligibility determinations shall be completed not later than ten business days from the date of application, if all required verifications are received. If required verifications are not received by the tenth business day from the date of application (unless a legitimate and unavoidable delay is experienced and communicated to the caseworker by the applicant) or the applicant has otherwise abandoned the application, the application will be denied. In cases where education and training is the goal, the date may be extended until all career assessments are complete.

Income Eligibility

All income that has been received by any adult member of the PRC Assistance Group during the thirty-day budget period and any liquid resources that are readily convertible to cash are considered when determining financial eligibility. This includes all earned and unearned income or liquid resources that are normally exempt or disregarded when determining eligibility for OWF Cash Assistance or Disability Assistance. Income shall be reduced by child support, alimony, and child care payments. Written verification of income, liquid resources, and payments used to reduce income are required. Alternatively, the caseworker may secure and document verbal verifications, if written verifications cannot be secured within time frames necessary to timely determination of eligibility as outlined in this program policy. For any verification which is obtained by phone, there must be clear documentation in the PRC AG record concerning the:

- Name and position of the supplier of the information
- The date the verification was obtained
- The amount of the verified income or expense
- The name of the individual who obtained the verification

A current signed and dated application will act as the release of information when making collateral contacts.

The gross amount of the PRC AG's countable income and liquid resources is totaled and compared to the Financial Eligibility Standard for the assistance group size. If the total is equal to or less than the Financial Eligibility Standard, the Assistance Group is financially eligible. If the totaled amount is above the Financial Eligibility Standard, there is no financial eligibility for PRC. If the applicant meets another stated means test for a service or benefit, they are eligible for PRC.

Means-tested Eligibility

If the PRC Assistance Group receives any of the following means-tested benefits, they are eligible for PRC Assistance:

- OWF Cash Assistance, Food Stamps, Medicaid, WIC, Free/Reduced Lunches.

If the Assistance Group is eligible, the caseworker will determine the amount of the Assistance Group

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Contribution for Contingency categories only. The Assistance Group must agree to apply the Assistance Group Contribution toward the need in order to be eligible for payment by the Department. Once eligibility for PRC is established and the eligible service(s) and cost(s) are identified, the caseworker will submit the completed application and verifications for supervisory review and approval. The amount paid by the Department shall reflect the Assistance Group Contribution when applicable. Upon supervisory approval, payment authorization forms are submitted to the Fiscal Department for payment. The Fiscal Department makes payment to the vendor within thirty calendar days of receipt of an approved payment authorization. In no case is payment for PRC services made to a member of the Assistance Group.

If it is determined that an application for PRC is approved, the Department shall mail or otherwise deliver the ODHS 4074, Notice of Approval of Your Application for Assistance. If it is determined that an application for PRC is denied, the Department shall mail or otherwise deliver the ODHS 7334, Notice of Denial of Your Application for Assistance.

Necessary CRIS-E entries and documentation will be made by the caseworker at the time of authorization.

Allegations that persons have fraudulently misrepresented their income or resources for purposes of gaining eligibility for PRC will be investigated through the usual overpayment protocols of the Department. Overpayments for persons found to have, in fact, fraudulently misrepresented their income and resources will be pursued for collection by the Department.

HEARINGS

Assistance Groups whose PRC application has been denied or who have been found to have committed fraud and charged with an overpayment have the right to Department and State Hearings as detailed in the Public Assistance Manual.

INELIGIBLE SERVICES

Services available through the PRC program are detailed under each category of the program, below. In no case are medical expenses authorized, except for pre-pregnancy family planning services, pre-employment screening, and non-Medicaid covered services.

Assistance Groups must have received an approval letter and an approved voucher prior to receiving the services for which they are applying. Services that have already been provided will not be considered for PRC funding. This will not apply to applications for past due rent, mortgages, and utilities.

LIMITATIONS OF FUNDING: Services provided under the Prevention, Retention, Contingency Program will be based on availability of federal and state funds to cover the services.

No person(s) shall on the grounds of race, color, national origin, disability, age or religion, be excluded from participation or be denied benefits of, or be otherwise subjected to discrimination under any program, service or benefit authorized or provided by Delaware County Department of Job and Family Services.

CATEGORIES AND AMOUNTS OF ASSISTANCE

EMPLOYMENT RELATED ASSISTANCE

Employment related assistance is designed to assist individuals to become employable, employed, or to retain employment. This category of PRC is administered through the Delaware Workforce Development Unit of Job & Family Services, with financial eligibility or other means tested eligibility, as stated in Services or Benefits Chart, determined by the PRC worker.

Assistance Groups receiving Employment-Related PRC that without just cause terminate their employment or withdraw from training programs prior to completion shall have the full cost of their PRC assistance calculated as an overpayment and will not be eligible for further PRC assistance until that overpayment is paid in full.

Monetary Limit

Assistance through this category is limited to \$500.00 within a 12 month period of eligibility. Additional funds are available at the discretion of the Director or Assistant Director. If a change occurs during the time limit, eligibility must be re-determined. There is a maximum of 1 month car payment and 3 months of auto insurance. A PRC application for car repairs requires 2 estimates that have been prepared within 30 days of the PRC application. One estimate may be waived if the car is inoperable or needs to be towed in order to obtain an estimate. In situations where the cost of the repair exceeds the value of the car, PRC will be denied. PRC will not make payment for unauthorized repairs. PRC will pay for prior approved services only.

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Financial Eligibility Standard

185 % of the Federal Poverty Guideline or means tested programs as stated in Appendix A.

Available Services

The following services are available through Employment Related Assistance: This list is not all-inclusive. Refer to list of Services and Benefits Chart. If an individual receives assistance with automobile needs, they must prove possession of a driver’s license, insurance, and ownership of the automobile.

If a person requests assistance with education/training they must complete an assessment and evaluation process following the Workforce Investment Act criteria. This will demonstrate an ability to succeed in the education/training program. Applicants for education/training may be required to complete activities to prepare them for the initial education/training request (i.e. require a GED before entering a more advanced program; require basic skill review before entering a more advanced program; have childcare and transportation arranged; have ability to meet all financial obligations).

Transportation (Employment Related Only)

- Automobile repairs
- Lease payments
- Bus tickets
- Cab fare
- Gas vouchers
- Car payment
- Car insurance
- Driver’s Education
- Car registration/Tags
- Job Preparation services
- Texts books and supplies

Employment Related Services

- Necessary tools
- Work Support Retention Services
- Required safety equipment
- Necessary/Required clothing
- Telephone deposit
- Ergonomic equipment
- Job Retention Services
- School and certification fees
- Diversion Benefit
- Incentives

FAMILY PRESERVATION AND REUNIFICATION SERVICES

Family preservation and reunification services are administered through the Social Services division of the agency. They are designed to address:

- _ family crises that could lead to the removal of children from their homes
- _ the reunification of families following the removal of their children

Requirements

A requirement of eligibility for Family Preservation and Reunification/TANF Services is that the Assistance Group has active involvement with the Children Services division of the Department. An adult family member, his or her designee, or a Public Children Services Agency representative applying on behalf of a child may make application. The completion and submission of the Family Preservation and Reunification Services PRC application shall also be required. A self-declaration of income by the customer will be used to determine the income eligibility.

Monetary Limit

Assistance through this category is limited to \$1000 per 18-month period of eligibility.

Financial Eligibility Standard -

300% of the Federal Poverty Guideline or within the guidelines of Service and Benefit Chart. The Director or his designee may waive the Financial Eligibility Standard in other cases in this category.

Available Services

The following services are available through the Family Preservation and Reunification Services category: This list is not all-inclusive.

***Shelter costs:**

- Heating fuel or utility deposits, including reconnect fees
- Emergency housing
- Home repairs
- Security deposit
- Cooking fuel, water, sewage payment
- Rent, including late fees
- Mortgage Payment, including late fees

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***Other Household Costs:**

Furniture
Telephone installation
Household items
Necessary Clothing

Family Services

Parent Education
Respite Care (see definitions)
Home Health Aide Services
Homemaker services
Mentorship services
Therapeutic counseling
Kinship Care
Unruly Youth
Juvenile Diversion
Case Management
Emergency Food
Transportation

Applicants for rent assistance must have been issued an Order to vacate Premises or a letter from the landlord stating they must vacate the Premises. In the event that the applicant needs to relocate to utilize subsidized housing, a letter from the current landlord stating they will not accept subsidized housing will be required.

Note: Services provided through the category of Family Preservation and Reunification Services may be funded through TANF, Title IV-B, or local funds. Assistance Groups must be PRC eligible, that is, contain an adult and minor child and meet financial eligibility standards for the category, in order that TANF funds are used. The Department will, however, use its discretion in selecting funding sources for these cases. Cases that are not PRC eligible will be funded through IV-B or local dollars.

FINANCIAL CRISIS

Services to address financial crises are administered through the Family Unit and/or PRC worker. They are designed to address:

- financial crises resulting in an inability of the family to provide for basic needs that may lead to homelessness or otherwise threaten the well-being of their children or inhibit job preparation, work and marriage.

Requirements

Application for assistance because of financial crisis must be made by an adult family member. Application shall be made by the completion and submission of the PRC Application.

Monetary Limit

Assistance through Financial Crisis will be limited to \$500.00 within a 12 month period of eligibility.

Financial Eligibility Standard

150% of the Federal Poverty Guideline or as stated within the guidelines of the Service and Benefit Chart. We will not pay late fees. PRC will pay for prior approved services only.

Available Services

The following services are available through the Financial Crisis category: This list is not all-inclusive.

***Shelter costs:**

Emergency housing
Heating fuel or utility deposits, including reconnect fees
Mortgage payment
Rent
Security deposits
Cooking fuel, water, sewage payment
Home Repairs
Furniture

***Other Household Costs:**

Household items

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Necessary clothing
Furniture

Family services- will not be used against PRC limit

Parenting Education
Respite Care
Home Health Aide Services
Homemaker Services
Mentorship services
Therapeutic counseling- Transition counseling
Basic Life Skill Training/advocacy- ABLE services

Applicants for rent assistance must have been issued an Order to vacate Premises or a letter from the landlord stating they must vacate the Premises. In the event that the applicant needs to relocate to utilize subsidized housing, a letter from the current landlord stating they will not accept subsidized housing will be required.

FORECLOSURE ASSISTANCE PROGRAM

Delaware County Department of Job and Family Services (DCDJFS) will provide foreclosure assistance to the residents of Delaware County by providing a one-time payment of up to \$3000 to the mortgage lending institutions to cover delinquent mortgage payments and possible fees associated with the payment of the delinquent mortgages in order to prevent foreclosure. In addition to the financial payment, foreclosure assistance will include supporting services such as personal financial management and mortgage lending practices. The foreclosure assistance will be limited to the availability of funds.

The following eligibility requirements apply for this program:

1. The assistance/household group's property must be their primary residence
2. The gross income of the assistance/household group must be less than or equal to 300% of the Federal Poverty Level (FPL).
3. The assistance/household group must provide the following documents: 1) a notice of foreclosure from the lender; or 2) a statement from the lender that their mortgage is delinquent; or 3) delinquent information deemed appropriate by DCDJFS.

HELP ME GROW

The Help Me Grow Program is administered through the Family and Children First Council. Help Me Grow includes the Welcome Home visits for newborns, Early Start, and Early Intervention services. A self-declaration of income by the customer will be used by the Delaware County Department of Job and Family Services and/or the Help Me Grow Program to determine the income eligibility for TANF funding. Specifics of the program are included in the plan document as submitted and approved by the Ohio Department of Job and Family Services. Financial standard is 300% of poverty.

THE WELCOME HOME PROGRAM (Help Me Grow)

The Welcome Home Program provides a supportive home visit to families bringing home a newborn child for the first time. The skilled visitor gives information about the health of the new mother and baby and makes referrals to additional services and community supports as needed. The visitor conducts developmental screening and assessment procedures for the child. Families are provided practical information about feeding, bathing, diapering, childhood illness, and child development. Families are provided information about how to introduce siblings to the new baby. The service promotes early literacy by discussing the importance of literacy skills and by providing baby's first book to the family. Financial standard is 300% of poverty.

EARLY START(Help Me Grow)

The Early Start Expansion Program is administered by the Family and Children First Council. The program provides family focused casework activities through an intensive home visitation program. Casework activities will provide screening of child health and development, an individualized service plan, information and referral, and case management/service coordination. Program activities will also address family self-sufficiency through addressing the stresses of participating in work and education and training activities. Goals of the program will be to promote family stability and to support the parent's transition to employment.

The eligible population for Early Start Expansion will be families with children under the age of three and/or a pregnant woman who are income eligible up to 300% of poverty or who are receiving any other means tested program as outlined in the means-tested definition. Refer also to the Services and Benefits Chart.

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The application for Ohio Works First Cash Assistance or other means-tested applications will serve as the application for the Early Start Expansion. Eligibility for the PRC program will be determined by the Assistance Group as defined in the Services and Benefits Chart. Referrals will be made to the Early Start Coordinator by designated staff in the Delaware County Department of Job and Family Services. At the time of enrollment, families must be receiving Ohio Works First Cash Assistance, or be eligible for Early Start Expansion PRC. Families will be eligible for services until their youngest child turns three years of age. Ongoing eligibility for Early Start will be based on 300% of poverty or eligibility for a means-tested program as outlined in the means-tested definition.

Continued receipt of Early Start services does not preclude eligibility for other categories of PRC assistance. Receipt of Early Start services will not count towards time limits attached to other categories of PRC assistance.

EARLY INTERVENTION SERVICES (Help Me Grow)

The Early Intervention Program provides services to families with children birth to three where the child is diagnosed as having a developmental delay. It provides resources for screening and diagnostic assessment. It provides ongoing home visiting services that provide family support to assist families in coping with physical or cognitive needs of their children during the first three years of a child's life. Families are provided information and guidance about working with the child as well as therapeutic intervention. The child is provided specialized services to meet the child's specific needs and assures that the family has a primary service coordinator. Financial standard is 300% of poverty. Receipt of Early Start services will not count towards time limits attached to other categories of PRC assistance.

YOUTH DEVELOPMENT SERVICES

The Delaware County Department of Job and Family Services, through involvement in various community partnerships (i.e. school systems, Big Brothers/Big sisters, Juvenile Court, JOG, Family and Children First Council, chambers of commerce) has identified a need for programming which will provide vulnerable at-risk-youth with an opportunity for positive development through various asset building experiences. Receipt of Early Start services will not count towards time limits attached to other categories of PRC assistance.

Delaware County Department of Job and Family Services may offer services that include opportunities for children and youth to participate in a variety of structured or unstructured activities whose purpose is to help them develop their potential and grow into healthy, educated, responsible and productive adults in the future. Programs may include activities designed to transmit social values and customs, to facilitate learning, and to elicit and stimulate leadership potential. Some of the activities may include counseling, peer support, mentoring, supervised recreational activities, and purchase of school supplies. The goal of this program is to prevent out of wed-lock pregnancy.

SMART PARENTS GUIDE TO RAISING MIDDLE SCHOOL AGED CHILDREN

The Smart Parents Guide to Raising Middle School Aged Children is a training program for parents and middle school aged children that assists parents who are overwhelmed by the increasing pressures and responsibilities of raising preadolescent children. The sessions provide the parents with the support and skills needed to ensure their success in keeping their families together. Sessions are offered to children to help them understand adolescence. Parents and children will improve skills in communication, understanding and problem solving. Through improved communication, youth may be diverted from risky behavior such as out of wedlock pregnancies, legal and emotional problems and academic challenges.

PREGNANCY PREVENTION PROGRAMS

The goal of the Pregnancy Prevention Programs is to prevent out-of-wedlock births among teens in Delaware County.

JUVENILE DIVERSION

The Juvenile Diversion Program is provided by the Juvenile Court. This program is designed to keep unruly children out of the Court system and at home. This is accomplished through such activities as school liaisons, a suspension alternative program, parent education, and a supportive group program for unruly girls.

One goal of the Juvenile Diversion program is to prevent out-of-wedlock births among teens in Delaware County. Receipt of Juvenile Diversion services will not count toward time limits attached to other categories of PRC assistance

ACCESS TO BETTER CARE INITIATIVE

The Delaware County Department of Job & Family Services will distribute TANF funds, specifically designated to the ABC initiative, through the Delaware County Family & Children First Council. The services

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to be provided may include prevention and early intervention, early screening and assessment, treatment, and/or service coordination efforts to families with non-behavioral, multi-need children. Non-behavioral shall be defined as multi-need children who do not have a substance abuse or mental health condition. Children who are in receipt of OWF, Food Stamps, or Medicaid are considered to meet the income eligibility criteria for PRC direct ABC services. Either an approved application form for OWF, Food Stamps, or Medicaid assistance or the PRC application will serve as the eligibility application for these services and will be maintained in the OWF, Food Stamp, or Medicaid case file. The receipt of Access to Better Care services will not count toward a family's eligibility limit for any other PRC services. Services under this category shall be considered non-assistance.

SCHOOL CLOTHES PROGRAM (TANF goal #1)

The Delaware County Department of Job and Family Services will provide school clothes for families in Delaware County. Eligible children must be school age, ages 5 to 18, and Delaware County residents having received Food Stamp benefits for a specified time period. Notification letters with detailed instructions are mailed to each identified potentially eligible family. Eligible families are required to come into the Department to pick up vouchers which may be redeemed for clothing at one of two different vendors no later than a specified date.

- A. Prior obtaining of PRC for other related items will not affect the receipt of these specific services. Future eligibility for regular PRC will not be affected due to receipt of these specific funds.
- B. Applicants ineligible for these services are listed in 1,3,4, and 5 as identified in the PRC plan under Ineligible AGs.

Exceptions to Category Limitations:

While it is not the intent to encourage or routinely grant exceptions to the PRC Plan, the Delaware County Department of Job and Family Services does recognize that there are occasional, extraordinary circumstances that may warrant issuance of PRC in excess of the dollar limitation or more frequency in a specific category allowed. Any exception to this plan shall specifically be reviewed and approved by the Director or the Director's designee. Sufficient documentation shall be maintained in the case file as to why a plan exception was granted.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09-413

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

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas, Delaware County contracts with Child Care providers in accordance with state and federal regulations, and

Whereas, the Director of Jobs & Family Services recommends approval of the following contracts

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contracts for Child Care providers:

Kindercare

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1

This amendment, effective March 12, 2009, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare- 600 Worthington Woods entered into on the 1st day of January, 2009

<u>Rate Change:</u>	Full Time	Part Time	Hourly
Infant	\$224.60	\$165.01	\$9.20
Toddler	\$196.77	\$139.44	\$8.56
Pre-K	\$167.41	\$107.71	\$6.13
Schoolage	\$111.01	\$ 82.24	\$5.74
Before or After	\$ 99.75	\$ 82.24	\$5.74
Summer	\$161.49	\$109.53	\$6.72

Samantha Ortiz

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AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1

This amendment, effective March 2, 2009, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Samantha Ortiz entered into on the 1st day of January, 2009.

NEW ADDRESS:

**359 Park Rd.
Delaware, Oh 43015**

LifePoint Christian Preschool/ Journey Christian Academy

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1

This amendment, effective May 15, 2009, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and LifePoint Christian Preschool entered into on the 1st day of January, 2009

NAME CHANGE:

From: LifePoint Christian Preschool
To: **Journey Christian Academy**

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 09-414

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. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas, Delaware County contracts with Child Care providers in accordance with state and federal regulations, and

Whereas, the Director of Jobs & Family Services recommends approval of the following contracts

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contracts for Child Care providers:

BASIC RATES

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

Kindercare Learning Center

**861 Eastwind Drive
Westerville, Ohio 43081**

	Full Time	Part Time	Hourly
Infants	\$ 213.90	\$ 157.15	\$ 8.76
Toddlers	\$ 187.40	\$ 132.80	\$ 8.15
Preschoolers	\$ 159.44	\$ 102.58	\$ 5.84
School Age	\$ 106.58	\$ 78.32	\$ 5.47
Summer School Age	\$ 153.80	\$ 104.31	\$ 6.40

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(A copy of each of these contracts is available in The Commissioners' Office until no longer of administrative value).

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 09-415

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

It was moved by Mr. O'Brien, seconded by Mr. Hanks 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 contracts

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contracts for Child Care Placement Providers:

Tri-State Youth Authority

AMENDMENT TO CONTRACT
For
Child Placement and Related Services

AMENDMENT NO. 1

This Amendment, effective March 19, 2009, is to amend the Contract for Child Placement and Related Services between the Delaware County Department of Job and Family Services, a department of the Delaware County Commissioners, and Tri State Youth Authority, entered into on the 23rd day of October, 2008.

- I. Article IV. Reimbursement for Placement Services: Changes the amount reimbursable under the contract from \$87,850.00 to \$128,000.00.

House of New Hope

AMENDMENT TO CONTRACT
For
Child Placement and Related Services

AMENDMENT NO. 1

This Amendment, effective March 19, 2009, is to amend the Contract for Child Placement and Related Services between the Delaware County Department of Job and Family Services, a department of the Delaware County Commissioners, and House of New Hope, entered into on the first day of July, 2008.

- II. Article IV. Reimbursement for Placement Services: Changes the amount reimbursable under the contract from \$35,000.00 to \$65,000.00.

Maryhaven

AMENDMENT TO CONTRACT
For
Child Placement and Related Services

AMENDMENT NO. 1

This Amendment, effective March 19, 2009, is to amend the Contract for Child Placement and Related Services between the Delaware County Department of Job and Family Services, a department of the Delaware County Commissioners, and Maryhaven, entered into on the first day of July, 2008.

- III. Article IV. Reimbursement for Placement Services: Changes the amount reimbursable under the contract from \$35,000.00 to \$56,000.00.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

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RESOLUTION NO. 09-416

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

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Appropriation Transfers

From	To	
22411601-5101	22411605-5380	
Income Maintenance/Health Insurance	Administration/Other Services	\$ 50,000.00

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 09-417

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 FOSTER PARENT RECOGNITION BANQUET:

It was moved by Mr. Hanks, seconded by Mr. Thompson 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 Commissioners must pre-approve expenditures for the purchase of coffee, meals, refreshments and other amenities.

WHEREAS, May is recognized as Foster Parent Appreciation month; and

WHEREAS, Delaware County Department of Job and Family Services has planned a banquet to honor Foster Parents and for the purpose of recruitment of Foster/Adoptive families to be held on May 19th; and

WHEREAS, Delaware County Department of Job and Family Services plans to use Adopt Ohio funds to pay for the event; and

WHEREAS, the Department requests approval to procure food 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 \$1475.00 to assist in funding the purchase of refreshments and other amenities for Foster Parent Appreciation Month 2009.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09-418

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Recommendation to approve the End-Of-Probationary pay increase for Josh Ripley with the 911 Department; effective date April 28, 2009.

Recommendation to approve the End-Of-Probationary pay increase for Aaron Robbins with the 911 Department; effective date April 28, 2009.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 09-419

IN THE MATTER OF APPOINTING ROBERT GRANT AND ELAINE RAYNAK AS THE DELAWARE BOARD OF COUNTY COMMISSIONERS' REPRESENTATIVES TO THE CONCORD-SCIOTO COMMUNITY AUTHORITY:

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It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas, the Board of Commissioners of Delaware County is responsible to make appointments from the public to various boards, councils and committees, and

Whereas, the Board of Commissioners of Delaware County shall appoint individuals to the Concord-Scioto Community Authority. Robert Grant and Elaine Raynak will be appointed as citizen members for a two year term effective April 9, 2009 and ending April 8, 2011;

Therefore, be it resolved that the Board of Commissioners at Delaware County, State of Ohio, appoint Robert Grant and Elaine Raynak as the Commissioners' citizen members to the Concord-Scioto Community Authority for a two year term beginning April 9, 2009 and ending April 8, 2011.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09-420

IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO THE COUNTY AUDITOR FOR ACCOUNTS TO BE ASSESSED TO PAYABLE YEAR 2010 TAXES:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to certify to the County Auditor the delinquent accounts for placement on the tax duplicate.

(Itemized listing available for review at the Commissioners' Office until no longer of administrative value).

The dollar amount to be assessed to 2010 taxes for delinquent accounts equals \$363,589.94.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 09-421

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR CROSS CREEK 3-A:

It was moved by Mr. Hanks, seconded by Mr. Thompson to accept the sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Cross Creek 3a 533 feet of 8-inch sewer 3 manholes

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 09-422

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR WILLIAMS SUBDIVISION:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve sanitary sewer plan for Williams Subdivision for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09-423

IN THE MATTER OF APPROVING AN AGREEMENT WITH P.D. PAYKOFF TRUCKING CO., LLC TO HAUL CAKE BIOSOLIDS:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

WHEREAS the both the Alum Creek Water Reclamation Facility (ACWRF) and the Olentangy Environmental Control Center (OECC) have the ability to produce cake biosolids, and

Whereas County staff has determined at this point in time it is more cost effective to disposal of cake biosolids at either the Crawford County Land Fill and or Price Farms Organics, and

Whereas County staff has evaluated the means to haul cake biosolids from County facilities, and

Whereas County staff has received several quotes for hauling services, and

Whereas County staff has determined that contract services are the most cost effective means to haul biosolids from the OECC to the desired disposal site, and

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Whereas County staff recommends having the ability to haul cake biosolids from ACWRF in the event of a staff or equipment resource shortage, and

Whereas P.D. Paykoff Trucking Co., LLC of Lewis Center, Ohio has submitted the lowest and best quote for the requested services, and

Whereas the County staff recommends executing an agreement with P.D. Paykoff Trucking Co., LLC of Lewis Center, Ohio to haul cake biosolids at a rate of \$10.50 per wet ton with a not to exceed contract value of \$24,500.00.

Therefore be it resolved that the Board County Commissioners execute a contract with P.D. Paykoff Trucking Co., LLC of Lewis Center, Ohio to haul cake biosolids at a rate of \$10.50 per wet ton with a not to exceed contract value of \$24,500.00.

FURTHERMORE Let it be resolved that the Board of County Commissioner's approve the purchase order to P.D. Paykoff Trucking Co., LLC of Lewis Center, Ohio with the following allocations:

\$22,000 from Org Key 66290303 -5328

\$2,500 from Org Key 66290403-5328

SERVICE AGREEMENT

THIS AGREEMENT is made and entered into at Delaware, Ohio, on the date(s) set forth at the end hereof, by and between the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO**, 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter referred to as the "Board," and P.D. Paykoff Trucking Co., LLC of 2779 Peachblow Road Lewis Center, OH 43035, Ohio hereinafter referred to as the "Contractor." In consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

WITNESSETH:

WHEREAS, the Board is desirous of securing the Work referred as specified herein, and

WHEREAS, the Contractor is qualified, experienced and willing to perform Work as described herein, when there is an Agreement specifying the rights and duties of each party; and

WHEREAS, the Board and the Contractor mutually desire to perform the obligations as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties to this Agreement, with intent to be legally bound, agree as specified herein and as follows:

ARTICLE ONE: THE WORK

The Contractor agrees to furnish all labor, equipment, materials and supplies necessary to perform the hauling of cake biosolids from the Olentangy Environmental Control Center (OECC) and or the Alum Creek Water Reclamation Facility (ACWRF) to either the Crawford County Landfill or Price Farms Organics as delineated herein. The term "Work" as used herein means the performance of all services and the provision of all labor, materials, equipment or supplies as required below.

1. Haul Containers, Loading, and Storage at County Facilities

- a. All containers to be used as a means to transfer biosolids over public and private roadways must be water tight and equipped with a water tight tailgate to prevent leakage of material during loading and transport.
- b. Biosolids will be conveyed into the contractor's container via the existing county conveyor at various County dewatering buildings.
- c. Load times for the cake biosolids from the County facilities to the Contractor's containers are variable. It is estimated that the loading time for cake biosolids at OECC is between 8 and 20 hours per 20 wet tons and for CWRF between 5 and 10 hours per 20 wet tons for OECC. The Board does not guarantee load times.
- d. Loading of containers by the Board will not be halted by the Contractor once started unless approved by the Board. It is estimated that 4 to 6 loads of biosolids per work week will be generated by the OECC. It is estimated that 8 to 10 loads of biosolids per work week will be generated by the ACWRF.
- e. A minimum number of loads at either facility is not guaranteed by the Board.
- f. All containers must be securely covered prior to leaving the loading area and at all times thereafter until reaching the Board specified unloading site.
- g. Containers shall not be stored on County property if housing any biosolids for more than two (2) days.
- h. Contractor shall remove full containers of biosolids within 12 hours from the time the Board provides notice of a full container.
- i. Contractor shall identify where any container(s) will be stored on site and is subject to the approval of the Board.

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- j. Contractor will provide sufficient number of containers to insure the Board's uninterrupted loading of cake biosolids.
- k. Contractor shall provide the Board's staff means and equipment to move containers during loading to insure even distribution of biosolids in container.
- l. Contractor shall permit Board staff to operate vehicle(s) to move container during loading period.

2. Cake Biosolids Hauled to Crawford County Landfill or Price Farms

- a. Contractor shall provide all labor, materials, equipment and resources to transport cake biosolids to the Crawford County Landfill at 5128 Lincoln Highway East, Bucyrus, OH and or Price Farms at 4838 Warrensburg Road, Delaware, OH.
- b. Disposal site will be at the discretion of the Board.
- c. Wet tons will be determined by scales at the applicable disposal site.
- d. The Contractor shall receive biosolids into Contractor supplied containers and transfer vehicles and proceed to the destination as determined by Board.
- e. Tip fees, generator fees, solid waste fees will be invoiced as a separate item to Board and are not to be included in the price this Work.
- f. The Contractor shall provide a work plan to demonstrate their ability to supply the sufficient number and volume of containers to handle the particular treatment facilities daily production of biosolids.
- g. Contractor shall provide detailed information on the proposed storage volumes of cake biosolids at the County facility prior to disposal, length of time for storage and a contingency plan to insure biosolids will be hauled away from the facility as required by the Board.

3. DRIVERS' LICENSE

All road truck drivers must have a valid Commercial Drivers License applicable to the vehicle they are operating.

The Contractor shall conduct the Work in accordance with this agreement. The Contractor acknowledges that his company is competent in the execution of the Work as contemplated herein.

ARTICLE TWO: SCHEDULE OF PAYMENTS

The Board and Contractor agree that price per unit is ten dollars and fifty cents (\$10.50) per wet ton delivered to the specified disposal sites and as stipulated in the Work will be used to invoice the Board for all work performed through this agreement. In no event will payments to the contractor exceed twenty four thousand and five hundred dollars (\$24,500). The basis of payment will be wet tons delivered as measured by the scales at the specified disposal site. The Contractor agrees that the above referenced invoices shall be supplied to the Division of Environmental Services within ten (10) calendar days after the completion of the work. Such invoices shall be accompanied by waivers, releases or other such documentation as would indicate that any claims, liens or claims of liens of any subcontractors of any tier, laborers or material suppliers, from any source used by the Contractor, to the extent applicable, have been satisfied. The submitted invoices shall be sufficiently detailed as required by the Board. The Board shall have no obligation to pay or to see to the payment of money to any subcontractor of any tier except as may otherwise be required by law. The Board shall not be responsible for expenses attributable to the errors or neglect of the Contractor.

ARTICLE THREE: STANDARD OF PERFORMANCE

The Contractor agrees to comply with all laws, ordinances and regulations of the County, Township, City or State of Ohio that may be applicable to its operation hereunder. Operation shall be rendered in a clean, sanitary, neat, courteous and efficient manner and Contractor will instruct its employees accordingly. In the event Contractor is found to be in violation of laws, regulations, permits or license applicable to said operation as adopted by any legal body (county, township, state) or as may be ruled by a court of competent jurisdiction and said violations are not corrected in immediately, unless the time for correction is extended in writing by the Board for reasonable cause, the Board shall have the right to void this Agreement upon written notice to the Contractor to this effect without penalty to the Board or appeal by the Contractor. Contractor shall perform all work and disposal of all debris and or waste according to accepted modern standards, including any applicable government rules, regulations or license requirements under the supervision of an experienced person to be named by the contractor. Contractor shall be responsible for all spills and or biosolids deposited from the Contractor's container on public and or private roads after exiting the loading facility at each treatment plant. Contractor will cause all spills caused by the Contractor's negligence, failures, and or errors by personnel and or equipment to be immediately remedied and cleaned up. All costs associated with the cure of spills as delineated above are the responsibility of the Contractor. Contractor shall report all spills to the Board, the OEPA, and the health department of the county that the incident occurred in.

ARTICLE FOUR: CONFLICT OF INTEREST

This Agreement in no way precludes, prevents, or restricts the Contractor from obtaining and working under an additional contractual arrangement(s) with other parties aside from the Board, assuming that such other contractual work in no way impedes the Contractor's ability to perform the services required under this Agreement.

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The Contractor hereby represents warrants and agrees that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any agreement which will impede its ability to perform the required services under this Agreement.

ARTICLE FIVE: ASSIGNMENTS

The parties expressly agree that this Agreement shall not be assigned by the Contractor without the prior written approval of the Board, which approval may be withheld in the sole discretion of the Board.

ARTICLE SIX: GOVERNING LAW

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of The State of Ohio. Any and all legal disputes shall be filed in and heard before the Courts of Delaware County, Ohio.

ARTICLE SEVEN: INTEGRATION AND MODIFICATION

This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Agreement.

ARTICLE EIGHT: SEVERABILITY

If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE NINE: TERMINATION

The Board may terminate this Agreement in the event that the Board is of the opinion that the Contractor is carrying out the terms of this Agreement in an unreasonable, unprofessional, or unworkmanlike manner. Said termination for this particular reason shall be immediate unless otherwise extended by the Board. The Board, in its sole discretion, may allow the Contractor to cure the reason for the termination provided the cure of the reason is accomplished within (1) days of the date of the forwarding of the termination notice. The parties further agree that should the Contractor become unable for any reason to complete the Work called for by virtue of this Agreement, that to the extent applicable, such Work as the Contractor has completed upon the date of its inability to continue the terms of this Agreement shall become the property of the Board, and further the Board shall not be liable to tender and/or pay to the Contractor any further compensation after the date of the Contractor's inability to complete the terms hereof, which date shall be the date of termination unless extended by the Board. Notwithstanding the above, the Contractor shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor; and the Board may withhold any compensation to the Contractor for the purpose of set-off until such time as the amount of damages due the Board from the Contractor is agreed upon or otherwise determined.

ARTICLE TEN: COMPLIANCE

The Contractor agrees to comply with all applicable federal, state, and local laws in the conduct of work hereunder. The Contractor accepts full responsibility for payment of all unemployment compensation insurance premiums, worker's compensation premiums, all income tax deductions, pension deductions, prevailing wages, if applicable, and any and all other taxes or payroll deductions required for the Contractor and all employees engaged by the Contractor for the performance of the work authorized by this Agreement.

ARTICLE ELEVEN: PERFORMANCE AND DISCIPLINE

Unless otherwise provided in this Agreement or the exhibits attached hereto, the Contractor shall provide and pay for, to the extent applicable, all labor, materials, equipment, tools, construction equipment and machinery, transportation, clean up and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out this Agreement. Contractor shall be respectful of the Board's customers and the general public. The Contractor shall not permit employment of persons not skilled in tasks assigned to them. The Contractor shall perform all Work in a reasonable, professional and workmanlike manner and all Work shall be of at least the quality provided for in this Agreement.

ARTICLE TWELVE: DAMAGE AND LOSS

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required elsewhere in this Agreement) to Board property caused in whole or in part by the Contractor, a subcontractor of any tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under this Article except damage or loss attributable to acts or omissions of the Board or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's other obligations hereunder. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to

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prevent threatened damage, injury or loss. The Contractor shall notify the Board as soon as possible when such emergency arises. In the event that the Contractor causes an unregulated discharge because of the Contractor's negligence, neglect, or errors, etc. the Contractor will be solely responsible for all mitigation required by controlling regulatory agencies related to this occurrence.

ARTICLE THIRTEEN: WORKER'S COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this Agreement Workers' Compensation Insurance for its employees and shall furnish a certificate of Workers' Compensation Insurance for its employees before the execution of this Agreement. No contract between the Board and the Contractor shall be created hereby or otherwise exist until a fully executed copy thereof has been served upon the Board.

ARTICLE FOURTEEN: NON-DISCRIMINATION

During the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual preference, national origin, ancestry, handicap, age, political belief or place of birth. The Contractor will ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, sexual preference, national origin, ancestry, handicap, age, political belief or place of birth. Such action shall include, but is not 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.

The Contractor, or any person claiming through the Contractor, agree not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any contractors or subcontractors of said Contractor.

ARTICLE FIFTEEN: INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall protect, defend, indemnify and hold free and harmless the Board, and all other elected officials of Delaware County, Ohio, and shall protect, defend, indemnify and hold free and harmless any officers, employees, successors, administrators assigns or agents of same from and against any and all claims, damages, losses, claims of loss, causes of action, penalties, settlements, costs, liabilities and expenses of any kind, including but not limited to attorney fees, arising out of or resulting from any acts or omissions of the Contractor, its officers, employees, consultants, agents, subcontractors of any tier, successors, assigns or administrators, negligent or otherwise, and regardless of whether such claims, damages, losses, claims of loss, causes of action, penalties, settlements, costs, liabilities or expenses are caused in part by any party indemnified hereunder. The Contractor agrees to be responsible for the payment of all damages, settlements, costs and expenses of any kind, including attorney fees, incurred by the Board while the Board defends or pursues any action, cause of action, or claim which arises out the aforementioned acts or omissions. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.

In claims against any person or entity indemnified under this Article by an employee of the Contractor, a subcontractor of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Article shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or any such subcontractor of any tier under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE SIXTEEN: RELATIONSHIP

Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership, association or joint venture with the Contractor in the conduct of the provisions of this Agreement. The Contractor shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on the Board.

ARTICLE SEVENTEEN: DISCLOSURE

The Contractor hereby covenants that it has complied with the Board's disclosure policy which requires anyone contracting with the Board to disclose to the Board any business relationship or financial interest that said Contractor has with an employee of the Board or of any other board, agency, elected official or commission of Delaware County, Ohio, such an employee's business, or any business relationship or financial interest that a Delaware County, Ohio elected official, board, agency or commission employee has with the Contractor or in the Contractor's business.

ARTICLE EIGHTEEN: LIABILITY INSURANCE

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Ohio such insurance as will protect the Contractor and the Board from claims set forth below which may arise out of or result from the Contractor's operations under this Agreement and for which the Contractor may be legally liable, whether such operations be by the Contractor, by a subcontractor of any tier, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
2. claims for damages because of bodily injury, occupational sickness, sickness or disease, or death of the Contractor's employees;
3. claims for damages because of bodily injury, occupational sickness, sickness or disease, or death of any person other than the Contractor's employees;

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4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
5. claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7. claims involving contractual liability insurance applicable to the Contractor's obligations under the article titled INDEMNIFICATION found herein; and

The insurance policy required by this Article shall be written for not less than one million dollars (\$1,000,000.00) for any person injured in any accident and with a total liability of two million dollars (\$2,000,000.00) for all persons injured in any one accident and the amount of one million dollars (\$1,000,000.00) for each accident or occurrence as compensation for damage caused to property of others. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of termination of this Agreement.

Certificates of Insurance acceptable to the Board shall be filed with the Board prior to commencement of this Agreement. The insurance policies required by this Article shall not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Board. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief. The insurance policy described in this Section shall name the Board as an additional insured, and prior to any work being performed hereunder, the Contractor shall provide properly executed endorsements indicating the Board has been added as an additional insured.

ARTICLE NINETEEN: NOTICES

Any notices required or authorized to be given shall be deemed to be given when mailed by certified or registered mail, postage prepaid, as follows: if to the Board, to the Director of Environmental Services, 50 Channing Street, Delaware, Ohio 43015; if to the Contractor, to the Contractor's address at 2779 Peachblow Road Lewis Center, OH 43035.

ARTICLE TWENTY: HEADINGS

Organization of the Specifications into divisions, sections and articles and arrangement of Drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade. Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

ARTICLE TWENTY-ONE: AUTHORITY TO BIND PRINCIPAL

Signatures hereon shall act as express representations that the signing agents are authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement.

NOTICE: THIS AGREEMENT MUST BE SIGNED AND RETURNED TO DELAWARE COUNTY, OHIO WITHIN TEN (10) DAYS OF NOTIFICATION OR THE OFFER TO ENTER INTO THIS AGREEMENT SHALL BE WITHDRAWN AND THIS AGREEMENT SHALL BE VOID.

ARTICLE TWENTY TWO: FINDINGS FOR RECOVERY:

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

ARTICLE TWENTY THREE: HOMELAND SECURITY

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/non-assistance described in 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.

ARTICLE TWENTY FOUR: Campaign Finance – Compliance with O.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) or (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 Board from entering, proceeding, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part thereof.

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ARTICLE TWENTY FIVE: Designate Representatives

With the execution of this Agreement, Contractor and Board shall designate specific individuals to act as Contractor's and Board's representatives with respect to the services to be performed or furnished by Contractor and responsibilities of Board under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Abstain

RESOLUTION NO. 09-424**IN THE MATTER OF APPROVING AN AGREEMENT WITH BURCHHYDRO FOR LIQUID BIOSOLIDS CONVEYANCE AND LAND APPLICATION:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

WHEREAS the Division of Environmental Services has solicited bids for DCRSD 09-01: Biosolids Conveyance and Land Application, and

WHEREAS BurchHydro, Inc. of Fredericktown, Ohio has been identified as the lowest and best bidder for Bid Items 1 thru 3, and

WHEREAS the Board of Commissioners has awarded Bid Items 1 thru 3 to BurchHydro, Inc. of Fredericktown, Ohio via Resolution 09- 362, and

WHEREAS BurchHydro, Inc. of Fredericktown, Ohio has submitted the necessary paperwork as required by the Bid documents, and

WHEREAS County staff recommends executing an agreement with BurchHydro, Inc. of Fredericktown, Ohio to provide the services as delineated in DCRSD 09-01 Bid Items 1 thru 3.

THEREFORE be it resolved that the Board of County Commissioners execute an agreement with BurchHydro, Inc. of Fredericktown, Ohio to provide the services as delineated in DCRSD 09-01 Bid Items 1 thru 3.

FURTHERMORE Let it be resolved that the Board of County Commissioner's approve the following purchase orders:

1. \$70,000.00 from 66290303 -5380
2. \$5,000.00 from 66290403 - 5380

SERVICE AGREEMENT

THIS AGREEMENT is made and entered into at Delaware, Ohio, on the date(s) set forth at the end hereof, by and between the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO**, 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter referred to as the "Board," and **BurchHydro, Inc** of Fredericktown , Ohio hereinafter referred to as the "Contractor." In consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

WITNESSETH:

WHEREAS, the Board is desirous of securing the Work referred to in Exhibit "A" and as specified herein, and

WHEREAS, the Contractor is qualified, experienced and willing to perform Work as described herein, when there is an Agreement specifying the rights and duties of each party; and

WHEREAS, the Board and the Contractor mutually desire to perform the obligation embodied in Exhibit "A" and as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties to this Agreement, with intent to be legally bound, agree as specified in Exhibit "A" and as follows:

ARTICLE ONE: THE WORK

The Contractor agrees to perform the services and furnish all labor, equipment, materials and supplies for DCRSD 09-01 Bid Items 1 thru 3 as delineated in the Exhibit A which is made a part hereof as if fully rewritten herein. In the event of a conflict between this agreement and Exhibit A, the more restrictive requirement shall govern. The term "Work" as used herein means the performance of all services and the provision of all labor, materials, equipment or supplies as required in Exhibit "A - Bid Items 1 thru 3 of DCRSD 09-01" attached hereto. The Work is generally described as following:

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- ✍ the conveyance of sewage sludge and biosolids from the Olentangy Environmental Control Center and or Alum Creek Water Reclamation Facility for disposal via the land application thru injection, and
- ✍ conveyance of sewage sludge and biosolids to or from the Olentangy Environmental Control Center to or from Alum Creek Water Reclamation Facility,
- ✍ and conveyance of sewage sludge and biosolids from the Scioto Reserve WWTP and or the Tartan Fields WWTP to Olentangy Environmental Control Center and or the Alum Creek Water Reclamation Facility

The Contractor shall conduct the Work in accordance with this agreement and Exhibit "A," which is made a part hereof as if fully rewritten herein. The Contractor acknowledges that his company is competent in the execution of the Work as contemplated herein. The Contractor agrees that transfer vehicles will be available within 48 hours notice by the County to the contractor for transportation of biosolids between the various wastewater facilities. The Contractor agrees that transfer and application vehicles will be available within five (5) business days notice by the County to the Contractor for transportation and land application of biosolids between the various wastewater facilities as weather and field conditions permit. The contract term will be for two (2) years with an option for two (2) one (1) year extensions. The choice to extend the contract beyond the base contract time of two (2) years shall be at the sole discretion of and not guaranteed by the Board of County Commissioners.

ARTICLE TWO: SCHEDULE OF PAYMENTS

The Board and Contractor agree that price per unit is as stipulated in Exhibit A will be used to invoice the County for all work performed through this agreement. All work shall be billed using the actual time and materials accrued as the basis of payment. The Contractor agrees that the above referenced invoices shall be supplied to the Division of Environmental Services within ten (10) calendar days after the completion of the work. Such invoices shall be accompanied by waivers, releases or other such documentation as would indicate that any claims, liens or claims of liens of any subcontractors of any tier, laborers or material suppliers, from any source used by the Contractor, to the extent applicable, have been satisfied. The submitted invoices shall be sufficiently detailed as required by the County. The Board shall have no obligation to pay or to see to the payment of money to any subcontractor of any tier except as may otherwise be required by law. The Board shall not be responsible for expenses attributable to the errors or neglect of the Contractor.

ARTICLE THREE: STANDARD OF PERFORMANCE

The Contractor agrees to comply with all laws, ordinances and regulations of the County, Township, City or State of Ohio that may be applicable to its operation hereunder. Operation shall be rendered in a clean, sanitary, neat, courteous and efficient manner and Contractor will instruct its employees accordingly. In the event Contractor is found to be in violation of laws, regulations, permits or license applicable to said operation as adopted by any legal body (county, township, state) or as may be ruled by a court of competent jurisdiction and said violations are not corrected in immediately, unless the time for correction is extended in writing by the County for reasonable cause, the County shall have the right to void this Agreement upon written notice to the Contractor to this effect without penalty to the County or appeal by the Contractor. Contractor shall perform all work and disposal of all debris and or waste according to accepted modern standards, including any applicable government rules, regulations or license requirements under the supervision of an experienced person to be named by the contractor.

ARTICLE FOUR: CONFLICT OF INTEREST

This Agreement in no way precludes, prevents, or restricts the Contractor from obtaining and working under an additional contractual arrangement(s) with other parties aside from the Board, assuming that such other contractual work in no way impedes the Contractor's ability to perform the services required under this Agreement. The Contractor hereby represents warrants and agrees that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any agreement which will impede its ability to perform the required services under this Agreement.

ARTICLE FIVE: ASSIGNMENTS

The parties expressly agree that this Agreement shall not be assigned by the Contractor without the prior written approval of the Board, which approval may be withheld in the sole discretion of the Board.

ARTICLE SIX: GOVERNING LAW

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of The State of Ohio. Any and all legal disputes shall be filed in and heard before the Courts of Delaware County, Ohio.

ARTICLE SEVEN: INTEGRATION AND MODIFICATION

This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Agreement.

ARTICLE EIGHT: SEVERABILITY

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If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE NINE: TERMINATION

The Board may terminate this Agreement in the event that the Board is of the opinion that the Contractor is carrying out the terms of this Agreement in an unreasonable, unprofessional, or unworkmanlike manner. Said termination for this particular reason shall occur upon the provision of a written notice of termination to the Contractor at least seven (7) calendar days in advance of the date of the proposed termination, stating in the termination notice the reason for said termination. The Board, in its sole discretion, may allow the Contractor to cure the reason for the termination provided the cure of the reason is accomplished within seven (7) days of the date of the forwarding of the termination notice. The parties further agree that should the Contractor become unable for any reason to complete the work called for by virtue of this Agreement, that to the extent applicable, such work as the Contractor has completed upon the date of its inability to continue the terms of this Agreement shall become the property of the Board, and further the Board shall not be liable to tender and/or pay to the Contractor any further compensation after the date of the Contractor's inability to complete the terms hereof, which date shall be the date of termination unless extended by the Board. Notwithstanding the above, the Contractor shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor; and the Board may withhold any compensation to the Contractor for the purpose of set-off until such time as the amount of damages due the Board from the Contractor is agreed upon or otherwise determined.

ARTICLE TEN: COMPLIANCE

The Contractor agrees to comply with all applicable federal, state, and local laws in the conduct of work hereunder. The Contractor accepts full responsibility for payment of all unemployment compensation insurance premiums, worker's compensation premiums, all income tax deductions, pension deductions, prevailing wages, if applicable, and any and all other taxes or payroll deductions required for the Contractor and all employees engaged by the Contractor for the performance of the work authorized by this Agreement.

ARTICLE ELEVEN: PERFORMANCE AND DISCIPLINE

Unless otherwise provided in this Agreement or the exhibits attached hereto, the Contractor shall provide and pay for, to the extent applicable, all labor, materials, equipment, tools, construction equipment and machinery, transportation, clean up and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out this Agreement. Contractor shall be respectful of the County's customers and the general public. The Contractor understands that some requested activities and their related consequences require public notification even under emergency conditions. Therefore the Contractor shall cooperate with the County to insure the public notice has been provided to the potential affected households and or public. The Contractor shall not permit employment of persons not skilled in tasks assigned to them. The Contractor shall perform all Work in a reasonable, professional and workmanlike manner and all Work shall be of at least the quality provided for in this Agreement.

ARTICLE TWELVE: DAMAGE AND LOSS

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required elsewhere in this Agreement) to County property caused in whole or in part by the Contractor, a subcontractor of any tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under this Article except damage or loss attributable to acts or omissions of the Board or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's other obligations hereunder. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. The Contractor shall notify the Board as soon as possible when such emergency arises. In the event that the Contractor causes an unregulated discharge because of the Contractor's negligence, neglect, or errors, etc. the Contractor will be solely responsible for all mitigation required by controlling regulatory agencies related to this occurrence.

ARTICLE THIRTEEN: WORKER'S COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this Agreement Workers' Compensation Insurance for its employees and shall furnish a certificate of Workers' Compensation Insurance for its employees before the execution of this Agreement. No contract between the Board and the Contractor shall be created hereby or otherwise exist until a fully executed copy thereof has been served upon the Board.

ARTICLE FOURTEEN: NON-DISCRIMINATION

During the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual preference, national origin, ancestry, handicap, age, political belief or place of birth. The Contractor will ensure that applicants are employed and

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that employees are treated during employment without regard to race, color, religion, sex, sexual preference, national origin, ancestry, handicap, age, political belief or place of birth. Such action shall include, but is not 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.

The Contractor, or any person claiming through the Contractor, agree not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any contractors or subcontractors of said Contractor.

ARTICLE FIFTEEN: INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall protect, defend, indemnify and hold free and harmless the Board, and all other elected officials of Delaware County, Ohio, and shall protect, defend, indemnify and hold free and harmless any officers, employees, successors, administrators assigns or agents of same from and against any and all claims, damages, losses, claims of loss, causes of action, penalties, settlements, costs, liabilities and expenses of any kind, including but not limited to attorney fees, arising out of or resulting from any acts or omissions of the Contractor, its officers, employees, consultants, agents, subcontractors of any tier, successors, assigns or administrators, negligent or otherwise, and regardless of whether such claims, damages, losses, claims of loss, causes of action, penalties, settlements, costs, liabilities or expenses are caused in part by any party indemnified hereunder. The Contractor agrees to be responsible for the payment of all damages, settlements, costs and expenses of any kind, including attorney fees, incurred by the Board while the Board defends or pursues any action, cause of action, or claim which arises out the aforementioned acts or omissions. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.

In claims against any person or entity indemnified under this Article by an employee of the Contractor, a subcontractor of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Article shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or any such subcontractor of any tier under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

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The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Ohio such insurance as will protect the Contractor and the Board from claims set forth below which may arise out of or result from the Contractor's operations under this Agreement and for which the Contractor may be legally liable, whether such operations be by the Contractor, by a subcontractor of any tier, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
2. claims for damages because of bodily injury, occupational sickness, sickness or disease, or death of the Contractor's employees;
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4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
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7. claims involving contractual liability insurance applicable to the Contractor's obligations under the article titled INDEMNIFICATION found herein; and

The insurance policy required by this Article shall be written for not less than one million dollars (\$1,000,000.00) for any person injured in any accident and with a total liability of two million dollars (\$2,000,000.00) for all persons injured in any one accident and the amount of one million dollars (\$1,000,000.00)

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Certificates of Insurance acceptable to the Board shall be filed with the Board prior to commencement of this Agreement. The insurance policies required by this Article shall not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Board. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief. The insurance policy described in this Section shall name the Board as an additional insured, and prior to any work being performed hereunder, the Contractor shall provide properly executed endorsements indicating the Board has been added as an additional insured.

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

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§ 2909.33, Contractor agrees to make such certification by completing the declaration of material assistance/non-assistance described in 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.

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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) or (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.

ARTICLE TWENTY FIVE: Designate Representatives

With the execution of this Agreement, Contractor and Board shall designate specific individuals to act as Contractor's and Board's representatives with respect to the services to be performed or furnished by Contractor and responsibilities of Board under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

COMMISSIONERS' COMMITTEES REPORTS

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- refer to CD minutes for entire record

Commissioner O'Brien-none

Commissioner Hanks-has letter to Congressman Pat Tiberi concerning the US36/37 I-71 Interchange

Commissioner Thompson-Central Ohio Area Agency on Aging Ceremony on May 20, 2009; Grand opening for the Cambria Suites Hotel in the Polaris area April 22;

RESOLUTION NO. 09-425

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 AND FOR COLLECTIVE BARGAINING:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to adjourn into Executive Session at 7:52PM.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09-426

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to adjourn out of Executive Session at 8:20PM.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 09-427

IN THE MATTER OF ADJOURNING THE MEETING:

It was moved by Mr. Hanks, seconded by Mr. O'Brien adjourn the meeting.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

Todd Hanks

Ken O'Brien

Tommy Thompson