

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 28, 2011

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

Present:
Dennis Stapleton, President
Ken O’ Brien, Vice President
Tommy Thompson, Commissioner

RESOLUTION NO. 11-299

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 24, 2011:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on March 24, 2011; 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. Stapleton Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 11-300

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0325, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0325:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0325, memo transfers in batch numbers MTAPR0325 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
ITT Water and Waste Water	Replace and Repair Filters	66211904-5201	\$ 2,461.00
ITT Water and Waste Water	Replace and Repair Filters	66211904-5260	\$ 7,858.00
International Society For Six	Certifications WIA	22311611-5348	\$ 7,100.00

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line
R1103490	COLOR DESIGN INNOVATIONS INC	TRAINING REIMBURSEMENTS	22311611 - 5348	\$8,000.00	0001
R1103542	STATEWIDE FORD LINCOLN MERCURY INC	REPLACEMENT CAR FOR TOTALED 21-21	60111901 - 5370	\$22,726.00	0001
R1103550	DELAWARE COUNTY BANK & TRUST CO	SAWMILL PRINCIPAL	50811125 - 5725	\$1,682.77	0001
R1103550	DELAWARE COUNTY BANK & TRUST CO	SAWMILL INTEREST	50811125 - 5720	\$2,037.10	0002
R1103550	DELAWARE COUNTY BANK & TRUST CO	LEWIS CENTER PRINCIPAL	50411121 - 5725	\$1,817.24	0003
R1103550	DELAWARE COUNTY BANK & TRUST CO	LEWIS CENTER INTEREST	50411121 - 5720	\$2,199.90	0004
R1103551	DELAWARE COUNTY BANK & TRUST CO	BASINGER DITCH PRINCIPAL	51311130 - 5725	\$18,800.00	0001

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R1103551	DELAWARE COUNTY BANK & TRUST CO	BASINGER INTEREST	51311130 - 5720	\$5,674.50	0002
R1103552	DELAWARE COUNTY BANK & TRUST CO	PATRIOT SYSTEM PRINCIPAL	21411306 - 5725	\$132,150.00	0001
R1103552	DELAWARE COUNTY BANK & TRUST CO	PATRIOT SYSTEM INTEREST	21411306 - 5720	\$30,422.88	0002
R1103553	DELAWARE COUNTY BANK & TRUST CO	JONES TIMMS PRINCIPAL	51411131 - 5725	\$31,000.00	0001
R1103553	DELAWARE COUNTY BANK & TRUST CO	JONES TIMMS INTEREST	51411131 - 5720	\$8,101.46	0002
R1103554	DELAWARE COUNTY BANK & TRUST CO	MCNAMARA PRINCIPAL	51711134 - 5725	\$4,300.00	0001
R1103554	DELAWARE COUNTY BANK & TRUST CO	MCNAMARA INTEREST	51711134 - 5720	\$1,158.50	0002
R1103554	DELAWARE COUNTY BANK & TRUST CO	SHEETS PRINCIPAL	51511132 - 5725	\$1,500.00	0003
R1103554	DELAWARE COUNTY BANK & TRUST CO	SHEETS INTEREST	51511132 - 5720	\$406.00	0004
R1103555	DELAWARE COUNTY BANK & TRUST CO	BROOKVIEW PRINCIPAL	51611133 - 5725	\$3,550.00	0001
R1103555	DELAWARE COUNTY BANK & TRUST CO	BROOKVIEW INTEREST	51611133 - 5720	\$1,468.78	0002
R1103558	BANK OF NEW YORK MELLON,THE	1997 REFUNDED PRINCIPAL	50111117 - 5725	\$340,000.00	0001
R1103558	BANK OF NEW YORK MELLON,THE	1997 REFUNDED INTEREST	50111117 - 5720	\$100,450.00	0002
R1103559	BANK OF NEW YORK MELLON,THE	RADIO COMMUNICATIONS PRINCIPAL	50111117 - 5725	\$1,270,000.00	0001
R1103559	BANK OF NEW YORK MELLON,THE	RADIO COMMUNICATION INTEREST	50111117 - 5720	\$144,462.50	0002
R1103560	BANK OF NEW YORK MELLON,THE	PERRY TAGGART PRINCIPAL	50111117 - 5725	\$635,000.00	0001
R1103560	BANK OF NEW YORK MELLON,THE	PERRY TAGGART INTEREST	50111117 - 5720	\$72,145.00	0002
R1103561	BANK OF NEW YORK MELLON,THE	CFOA PRINCIPAL	50211119 - 5725	\$495,000.00	0001
R1103561	BANK OF NEW YORK MELLON,THE	CFOA INTEREST	50211119 - 5720	\$417,412.50	0002
R1103567	HUNTINGTON BANK	HAYES REFUND PRINCIPAL	50111117 - 5725	\$140,000.00	0001
R1103567	HUNTINGTON BANK	HAYES REFUND INTEREST	50111117 - 5720	\$447,150.00	0002
R1103568	HUNTINGTON BANK	JAIL EXPANSION PRINCIPAL	50111117 - 5725	\$470,000.00	0001
R1103568	HUNTINGTON BANK	JAIL EXPANSION INTEREST	50111117 - 5720	\$37,962.50	0002
R1103569	HUNTINGTON BANK	HAYES REMODEL PRINCIPAL	50111117 - 5725	\$25,000.00	0001

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R1103569	HUNTINGTON BANK	HAYES REMODEL INTEREST	50111117 - 5720	\$54,325.00	0002
R1103570	HUNTINGTON BANK	JAIL IMPROVEMENTS PRINCIPAL	50111117 - 5725	\$65,000.00	0001
R1103570	HUNTINGTON BANK	JAIL IMPROVEMENTS INTEREST	50111117 - 5720	\$104,362.50	0002
R1103571	HUNTINGTON BANK	PRIMMER PRINCIPAL	50511122 - 5725	\$7,900.00	0001
R1103571	HUNTINGTON BANK	PRIMMER INTEREST	50511122 - 5720	\$1,720.00	0002
R1103571	HUNTINGTON BANK	GWINNER PRINCIPAL	51011127 - 5725	\$4,900.00	0003
R1103571	HUNTINGTON BANK	GWINNER INTEREST	51011127 - 5720	\$1,060.00	0004
R1103571	HUNTINGTON BANK	COMMER PRINCIPAL	51211129 - 5725	\$15,200.00	0005
R1103571	HUNTINGTON BANK	COMMER INTEREST	51211129 - 5720	\$3,304.00	0006
R1103571	HUNTINGTON BANK	OLD KINGSTON PRINCIPAL	51111128 - 5725	\$6,700.00	0007
R1103571	HUNTINGTON BANK	OLD KINGSTON INTEREST	51111128 - 5720	\$1,452.00	0008
R1103571	HUNTINGTON BANK	SMITH PRINCIPAL	50611123 - 5725	\$4,300.00	0009
R1103571	HUNTINGTON BANK	SMITH INTEREST	50611123 - 5720	\$924.00	0010
R1103571	HUNTINGTON BANK	SACKETT PRINCIPAL	50711124 - 5725	\$700.00	0011
R1103571	HUNTINGTON BANK	SACKETT INTEREST	50711124 - 5720	\$160.00	0012
R1103574	HUNTINGTON BANK	SAWMILL ASSESSMENT PRINCIPAL	50811125 - 5725	\$85,000.00	0001
R1103574	HUNTINGTON BANK	SAWMILL ASSESSMENT INTEREST	50811125 - 5720	\$91,149.00	0002
R1103574	HUNTINGTON BANK	LEWIS CENTER PRINCIPAL	50411121 - 5725	\$94,900.00	0003
R1103574	HUNTINGTON BANK	LEWIS CENTER INTEREST	50411121 - 5720	\$98,431.00	0004
R1103574	HUNTINGTON BANK	OLENTANGY PRINCIPAL	50911126 - 5725	\$55,400.00	0005
R1103574	HUNTINGTON BANK	OLENTANGY INTEREST	50911126 - 5720	\$59,425.00	0006
R1103587	US BANK	REVENUE BONDS PRINCIPAL	66311901 - 5725	\$1,790,000.00	0001
R1103587	US BANK	REVENUE BONDS INTEREST	66311901 - 5720	\$1,275,775.00	0002

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

RESOLUTION NO. 11-301

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Department of Job and Family Services is requesting that Rhonda Leasure and Curt Lumley attend a Rapid Response/Ohio RED Training in Columbus, Ohio March 31, 2011, at the cost of \$19.60 (Fund Number 22411605).

The Child Support Enforcement Agency is requesting that Christine Dobrovich attend a Juvenile Clerk Of Courts Conference in Dublin, Ohio June 24, 2011; at no cost.

The Administrative Services Department is requesting that Dawn Huston attend a Collective Bargaining and Implication to Senate Bill 5, in Columbus, Ohio April 15, 2011, at the cost of \$135.00. (Fund Number 10011108).

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The Engineer’s Office is requesting that Mike Foreman, Randy Wilgus, Junior Yates and James Drumm attend an Ohio Bridge Workers and Supervisors and Engineer’s Conference in Mt. Sterling, Ohio April 6-7, 2011, at the cost of \$1,008.00 (Fund Number 29214011).

Juvenile Court is requesting that John Eufinger attend a 2011 Spring Conference in Maumee State Park April 27-29, at the cost of \$775.00 (Fund Number 27826325).

The EMS Department is requesting that Rob Farmer attend a Center for IT Innovations in Health Care meeting in Columbus, Ohio April 18, 2011, at the cost of \$150.00.

The Child Support Enforcement Agency is requesting that Christine Dobrovich, Sandra Distantis, Joe Fetherolf, Wendy Shannon, Matt Smith, Erynn Ringle, Andrea DelCol, Kelly Mills, Pat Church, Deb Benjamin, Sharon Cole, Kelly Mills, Sandra Distantis, and Matt Smith attend the Ohio CSEA Director’s Association Spring Conference April 3-5, 2011 (at various times), at the cost of \$1,350.00. (Fund Number 23711630.)

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

RESOLUTION NO. 11-302

IN THE MATTER OF ACCEPTING THE TREASURER’ S REPORT FOR THE MONTH OF FEBRUARY 2011:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to accept the Treasurer’s Report for the month of February 2011.

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

Vote On Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 11-303

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

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

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

Now Therefore be it resolved that the following permits are hereby approved by the Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U11-015	VERIZON	AFRICA RD	PLACE CABLE IN ROW
U11-016	CENTURY LINK	OXBOW RD	PLOW/BORE COPPER CABLE
U11-017	WIDE OPEN WEST	WORTHINGTON RD	PLACE CABLE IN ROW

Vote On Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Thompson Aye

RESOLUTION NO. 11-304

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR THE 2011 ROAD SIDE MOWING PROGRAM:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

Whereas, the Delaware County Engineer recommends and approves the bid specifications and bid date for the 2011road side mowing program;

Now Therefore Be It Resolved, The Delaware County Board Of Commissioners approve the bid specifications and bid date for the 2011road side mowing program;

Public Notice
Advertisement for Bids

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015 until 10:00 a.m. on Monday, April 18, 2011, at which time they will be publicly opened and read aloud for the project known as the 2011 Road Side Mowing Program.

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The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR 2011 ROAD SIDE MOWING PROGRAM".

The Owner of the project is the Delaware County Commissioners. Copies of the specifications must be obtained from the Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015 or can be downloaded from the Delaware County Engineer's website at www.co.delaware.oh.us/ebids. All bidders must register as a spec holder with the Delaware County Engineer's Office in person or through the website.

Bids shall be accompanied by a Bid Security in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each bidder must also submit evidence of its experience on projects of similar size and complexity. The owners intend and require that this project be completed no later than July 30th of each year.

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

Delaware Gazette Advertisement Dates:

April 1, 2011

April 8, 2011

Vote On Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 11-305 (moved to later in the meeting)

RESOLUTION NO. 11-306

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN MICHAEL D. BROOKS AND ROSE BROOKS AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR THE BROWN ROAD BRIDGE PROJECT:

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Michael D. Brooks and Rose Brooks For The Brown Road Bridge Project;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract of sale and purchase with Michael D. Brooks and Rose Brooks For The Brown Road Bridge Project.

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 28th day of March, 2011, Michael D. Brooks and Rose Brooks, whose address is 9334 State Route 37, Marysville, Ohio, 43040 hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
3-WD, 3-T1, 3-T2 Brown Road Bridge over Bokes Creek

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of Five Hundred Dollars (\$500.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
 - (A) All title, rights, and interest in and to the PROPERTY; and,
 - (B) For damages to any residual lands of the SELLER; and,
 - (C) For SELLER's covenants herein; and,
 - (D) For expenses related to the relocation of the SELLER, their family, and business; and,
 - (E) For any supplemental instruments necessary for transfer of title.

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It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this

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provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.
13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
14. If any item, condition, portion, or section of this CONTRACT or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

(A copy of Exhibit "A" is available for review at the Commissioners' Office until no longer of administrative value.)

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

RESOLUTION NO. 11-307

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN HARVEY H. SHUSTER AND CAROL I. SHUSTER AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR THE BROWN ROAD BRIDGE PROJECT:

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Harvey H. Shuster and Carol I. Shuster for the Brown Road Bridge Project;

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Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract of sale and purchase with Harvey H. Shuster and Carol I. Shuster for the Brown Road Bridge Project.

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 28th day of March, 2011, Harvey H. Shuster and Carol I. Shuster, whose address is 9260 State Route 37, Ostrander, Ohio, 43061 hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
4-WD Brown Road Bridge over Bokes Creek

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of Eight Thousand Four Hundred Ninety Dollars (\$8,490.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:

- (A) All title, rights, and interest in and to the PROPERTY; and,
- (B) For damages to any residual lands of the SELLER; and,
- (C) For SELLER's covenants herein; and,
- (D) For expenses related to the relocation of the SELLER, their family, and business; and,
- (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.

3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.

4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)

5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.

6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.

7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others

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now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.

8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.

9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.

10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.

12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.

13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.

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

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

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16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

(A copy of Exhibit “A” is available for review at the Commissioners’ Office until no longer of administrative value.)

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

RESOLUTION NO. 11-308

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN RICHARD B. STRATER AND NANCY A. STRATER AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR THE BROWN ROAD BRIDGE PROJECT:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Richard B. Strater and Nancy A. Strater for the Brown Road Bridge Project;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract of sale and purchase with Richard B. Strater and Nancy A. Strater for the Brown Road Bridge Project.

CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS

WITNESSETH: On this 28th day of March, 2011, Richard B. Strater and Nancy A. Strater, whose address is 239 Brown Road, Marysville, Ohio, 43040 hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
7-WD, 7-T Brown Road Bridge over Bokes Creek

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of Four Hundred Sixty Dollars (\$460.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:

- (A) All title, rights, and interest in and to the PROPERTY; and,
- (B) For damages to any residual lands of the SELLER; and,
- (C) For SELLER’s covenants herein; and,
- (D) For expenses related to the relocation of the SELLER, their family, and business; and,
- (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year’s taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are dis charged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.

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3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.

4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)

5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.

6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.

7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.

8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.

9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.

10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.

12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional

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compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER’s heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER’s business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.

13. This CONTRACT shall be binding upon the SELLER and the SELLER’s heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.

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

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

16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

(A copy of Exhibit “A” is available for review at the Commissioners’ Office until no longer of administrative value.)

Vote On Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 11-309

IN THE MATTER OF APPROVING AN EASEMENT ACQUISITION AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND MICHAEL AND MICHELLE MCKAY FOR LIBERTY ROAD PROPERTY:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

EASEMENT ACQUISITION AGREEMENT

This Agreement is by and between the Delaware County Board of Commissioners (“Purchaser”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and Michael J. McKay and Michelle R. McKay, husband and wife, (“Seller”), whose address is 6770 Liberty Road, Powell, Ohio 43065. Purchaser and Seller are referred to collectively in this Agreement as “Parties.”

In consideration of the mutual promises, agreements and covenants herein contained, the Parties contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of Seven Thousand Nine Hundred Eighty Five Dollars and No Cents (\$7985.00), which sum shall constitute the entire amount of compensation due Seller for: (a) the easement to be acquired; (b) any and all damages to any residual lands of Seller; (c) Seller’s covenants set forth herein; and (d) any and all supplemental instruments reasonably necessary to effect the grant of easement.

2. Easement Acquired

Seller is the owner of certain real property located at 6874 Liberty Road, Powell, Ohio 43065, bearing the Parcel Identification Number 31921001050000 (the “Property”). Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, an easement across the Property, said easement being more particularly described in Exhibit A, which is attached hereto and, by this reference, incorporated herein (the “Easement”). Such sale and conveyance by Seller shall be by a properly executed Easement in the form provided in Exhibit A.

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3. **Seller’ s Covenants**

Seller warrants and covenants that it is the lawful owner of the Property with the right to convey the Easement. Seller, and its agents, servants, representatives, affiliates, successors and assigns, forever releases, acquits and discharges the Purchaser and its respective officers, employees, agents, representatives, successors and assigns of liability claims, charges, damages, and causes of action which they now have or may have relating in any way to the acquisition of the Easement and the damage to the residue of the Property.

4. **Closing Date**

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 30 days after the last date on which one of the Parties executes this Agreement.

5. **Binding Agreement**

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

6. **Multiple Originals**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

7. **Entire Agreement**

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

8. **Amendments and Modifications**

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

(A copy of Exhibit “A” is available for review at the Commissioners’ Office until no longer of administrative value.)

Vote On Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Thompson Aye

RESOLUTION NO. 11-310

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE JRS GROUP, LTD FOR ORGANIZATION LEADERSHIP DEVELOPMENT FOR JOB AND FAMILY SERVICES:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

Whereas, the Director of Jobs & Family Services recommends approval of the following contract with The JRS Group, Ltd For Strategic Planning For Organization Leadership Development For Job And Family Services;

Now Therefore Be It Resolved That The Delaware County Board Of Commissioners approve the following contract with The JRS Group, Ltd For Organization Leadership Development For Job And Family Services:

**AGREEMENT FOR ORGANIZATION LEADERSHIP DEVELOPMENT
DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

This contract is entered into this **24th day of February, 2011** by and between **THE JRS GROUP, LTD.**, (hereinafter, “**Provider**”), whose address is 6405 Lake Trail Drive, Westerville, OH 43082, the **Delaware County Department of Job & Family Services** (hereinafter the “**Department**”), whose address is 140 North Sandusky St., 2nd Floor, Delaware, Ohio 43015, and the Delaware County Board of County Commissioners (hereinafter, the “**Board**”), whose address is 101 North Sandusky St., Delaware, Ohio 43015 (hereinafter collectively, the “**Parties**”).

PURPOSE OF CONTRACT:

The purpose of this Contract is to state the covenants and conditions under which the Provider will provide services.

TERM:

March 7, 2011- June 30, 2011

SCOPE OF SERVICES:

The Services to be provided under this Contract to DCDJFS by the Provider are set forth and are more fully described in Appendix I. (Copy available for review at the Commissioners’ Office until no longer of administrative value.)

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REMUNERATION:

The Provider understands and agrees that it shall receive a fee of \$185.00 per hour. The total amount of this contract shall not exceed \$22,110.00.

The Provider understands and agrees that certain expenses incurred while providing services under this Agreement may be reimbursed by the Department. The Provider understands and agrees that it must submit invoices to the Department on a monthly basis in order for those expenses to qualify for reimbursement. The Department agrees to review all invoices submitted and authorize, with adjustments if needed, reimbursement for expenses or services documented by the invoices within fifteen working days their receipt.

INDEPENDENT CONTRACTOR:

The Provider understands and agrees that it shall provide services for the Department as independent contractors and, as such, are not employees of the Department or of Delaware County. The Provider understands and agrees that as independent contractors they are responsible for complying with all federal, state and local laws, including but not limited to: reporting income for federal, state and local income tax purposes; reporting for and paying self employment taxes; reporting for and paying for workers compensation; establishing a retirement plan, if desired; and/or purchasing hospitalization and other insurance coverage, if desired.

CONFIDENTIAL INFORMATION:

The Provider understands and agrees that the use or disclosure of information received or collected by the Provider during the provision of services to under this Agreement is to remain confidential.

HOLD HARMLESS:

The Provider agrees to hold harmless the Department, the Delaware County Board of County Commissioners and the Ohio Department of Job & Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.

COMPLIANCE WITH LAW:

The Provider agrees to maintain compliance with all federal, state and local laws and regulations that govern the provision of the services to be contemplated under this Agreement.

DISCRIMINATION:

The Department and the Provider agree that there shall be no discrimination against any client or any other individuals because of race, color, sex, national origin or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments in the performance of this Agreement. It is further agreed that the Provider will fully comply with all the appropriate federal, state and local laws regarding such discrimination, and the right to and method of appeal will be made available to all persons receiving services under this Agreement.

OVERPAYMENT:

In the event the Provider receives an overpayment, the Provider agrees to repay the Department the amount to which they were not entitled.

TERMINATION:

This Agreement may be terminated by the Provider or by the Department upon seven calendar day's written notice. The failure of the Provider to honor the terms of this Agreement and/or the related federal, state and local laws and regulations applicable to services rendered under this Agreement shall result in immediate termination of this Agreement. If circumstances require changes in any of the terms of this Agreement, the Provider must notify the Department immediately.

The Provider understands and agrees that payment by the Department for all services provided under this Agreement depends upon the federal, state or local funds for reimbursement.

The Provider understands and agrees that the termination of federal, state or local reimbursement may require changes to or termination of this Agreement. Such changes or termination will be effective on the date that the federal, state or local reimbursement is terminated or at any later date determined by the Department.

CAMPAIGN FINANCE-COMPLIANCE WITH ORC § 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 agreement more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13 (I) (1) and (J) (1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

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DMA FORM STATEMENT:

Provider 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, Provider agrees to make such certification by completing the declaration of material assistance/nonassistance 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.

NOTICES:

All notices which may be required by this Agreement or by operation of any rule of law shall be sent via certified mail to the following addresses and shall be effective on the date received:

Provider:

Jacqueline Romer-Sensky
The JRS Group Ltd.
6405 Lake Trail Drive
Westerville, OH 43082

DCDJFS:

Mona Reilly, Director
Delaware County Department of
Job and Family Services
140 N. Sandusky St.
Delaware, Ohio 434015

FINDINGS FOR RECOVERY:

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

SEVERABILITY:

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

GOVERNING LAW:

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

ENTIRE AGREEMENT:

This Agreement (and its Attachments) shall constitute the entire understanding and agreement between the Provider and the Department, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

Vote On Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 11-311

IN THE MATTER OF APPROVING TITLE IV-D CONTRACTS BETWEEN THE CHILD SUPPORT
ENFORCEMENT AGENCY AND THE COURT OF COMMON PLEAS AND THE CLERK OF COURTS:

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

Whereas, the Director of the Child Support Enforcement Agency recommends approval of the following Title IV-D contracts;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following Title IV-D contracts:

COURT OF COMMON PLEAS

Agency may received federal financial participation reimbursement for the magistrates time spent on IV-D CSEA initiated or IV-D non-CSEA initiated cases.

Ohio Department of Job and Family Services
IV-D CONTRACT

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-804 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Delaware County Child Support Enforcement

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Agency (hereafter "CSEA") enters into this IV-D Contract with Delaware County Court of Common Pleas (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

1. **IV-D Contract Period:** The IV-D Contract is effective from 01/01/2011 through 12/31/2011, unless terminated earlier in accordance with the terms listed in paragraph 24 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: A hour of the Magistrates time spent on IV-D CSEA initiated or IV-D non-CSEA initiated cases.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative
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4. **IV-D Contract Costs:**
- 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$127.13 per Unit of Service as determined by:
- ? The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
 - ? The procurement process for a IV-D Contract with a private entity.
- 4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$50,851.92
5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.
- 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:
- | | | |
|--------------------------|-------------|---------------|
| | Amount | Source |
| Non-Federal Share | \$17,289.65 | Local Sources |
| FFP Reimbursement | \$33,562.27 | |
| Total IV-D Contract Cost | \$50,851.92 | |
- 5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.
6. **Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."

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

8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:
 - ? **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or

 - ? **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.

9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.

When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.

11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.

12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.

13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.

14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.

15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.

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16. **Declaration Regarding Material Assistance or Non-assistance to a Terrorist Organization:** When the Contractor is a private entity, the Contractor agrees to complete a declaration regarding material assistance or non-assistance to a terrorist organization, pursuant to section 2909.32 of the Ohio Revised Code. Additional information may be obtained from the Ohio Department of Public Safety at www.homelandsecurity.ohio.gov.
17. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
18. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
19. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
20. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
21. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
22. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
23. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
24. **Termination:** This IV-D Contract may be terminated:
 - 24A. By mutual agreement at any time after the date on which the two parties reach their decision.
 - 24B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
 - 24C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
 - 24D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
 - 24E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.

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- 24F.** If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- ? The date on which the parties reached their decision, in accordance with paragraph 24A;
- ? The receipt of the written notice of termination, in accordance with paragraphs 24B through 24E; or
- ? The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 24F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

Required Individual Contract Performance Standards (OAC 5101:12-10-45.2 (E))
(See JFS Form 07018 Section 6)

1. The CSEA shall provide the Court of Common Pleas with complete and accurate information, verifications, and agency findings. The CSEA shall make recommendations necessary for the Court to deliver those services required by this contract. The CSEA shall keep the Court informed of all changes and updates in the Federal, State, and local IV-D Program, as they effect the contract. The CSEA and the Court will maintain and provide all records necessary in the event of an audit, including documentation of monthly expenses associated with the contract. The CSEA shall provide the Court with information to determine IV-D status and if the case is CSEA initiated or non-CSEA initiated. The CSEA will provide the Court with pertinent information in the CSEA's possession for the Court to properly rule on the case.
2. The Court of Common Pleas shall complete 90% of all actions to establish parentage and/or establish, enforce, or modify a support order within three (3) months of initial filing, 98% within six (6) months of the initial filing, and 100% within twelve months of the initial filing. The Court of Common Pleas will address medical support in conjunction with the establishment, adjustment or enforcement of child support orders. The Court of Common Pleas shall provide the CSEA with copies of any decisions or entries affecting child support in a timely manner. The Court will provide the CSEA with interpretations of all decisions and entries affecting child support and related matters as needed. The Court will insure that a IV-D application exists on all support cases and understands that a case is not IV-D, does not qualify for Federal Financial Participation (FFP) reimbursement, and cannot be billed under this contract unless a IV-D application has been submitted to the CSEA.
3. Pursuant to OAC 5101:12-1-80(E), the court maintains a multi-purpose, mixed docket which includes IV-D CSEA initiated, IV-D non-CSEA initiated and non - IV-D activities. This contract permits billing of IV-D CSEA initiated and IV-D non-CSEA initiated cases (see item 23) and the unit of service is defined as an actual hour. Pursuant to the terms of this contract, all time spent on non-IV-D activities must be excluded from the billing process.
4. The Court of Common Pleas shall bill monthly using ODJFS forms, 7034's, 7035's and timesheets (see attached). Each Magistrate must substantiate their IV-D activities through the use of time sheets, expressed in an actual hour increment. All time sheets must contain all fields as represented on the attached sample form. Each Magistrate must detail a brief description of the activity taken on each IV-D case in a concise and understandable manner. In order to receive payment, ODJFS 7034's, 7035's, with timesheets attached, must be submitted by the Court to the CSEA, no later than twenty (20) days after the last day of each month for which the time was incurred.
5. The Court of Common Pleas shall communicate openly with the CSEA in the administration of the IV-D program and will meet at least quarterly, or as necessary, to discuss performance issues, items of mutual concern, best practices and any other program issues.
6. The Court of Common Pleas shall complete service of court orders, income and property attachments, summons and other orders as required by law.
7. The Court of Common Pleas will cooperate with the CSEA in conducting periodic reviews and a formal annual evaluation of the contract as described in OAC 5101:12-10-45.6 (B) during the third quarter of this annual agreement. Upon the conclusion of the reconciliation, an amendment shall be executed if the total amount of the contract ceiling is exceeded;
8. The Court of Common Pleas will bill the CSEA for reimbursement at 100% of the contract cost. CSEA will reimburse 66% of the unit cost through FFP funding and the remaining 34% will be paid through county general funds;

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9. Statistics shall be reported as prescribed by the County Commissioners or as otherwise agreed to between the parties.

CLERK OF COURTS

Agency may receive federal financial participation reimbursement for every CSEA initiated docket entry or any CSEA filing with the Clerk of Courts.

Ohio Department of Job and Family Services
IV-D CONTRACT

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-804 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Delaware County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Delaware County Clerk of Courts (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

1. **IV-D Contract Period:** The IV-D Contract is effective from 01/01/2011 through 12/31/2011, unless terminated earlier in accordance with the terms listed in paragraph 24 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: A CSEA initiated docket entry or any CSEA filing.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

9. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative
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10. IV-D Contract Costs:

- 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$1.99 per Unit of Service as determined by:
- ? The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
 - ? The procurement process for a IV-D Contract with a private entity.

4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$1,096.11

11. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

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5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$361.71	Local Sources
FFP Reimbursement	\$734.40	
Total IV-D Contract Cost	\$1,096.11	

5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

12. **Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."

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

14. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:

? **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or

? **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.

9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.

When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.

11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.

12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-DContract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly

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authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.

13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.
25. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
26. **Declaration Regarding Material Assistance or Non-assistance to a Terrorist Organization:** When the Contractor is a private entity, the Contractor agrees to complete a declaration regarding material assistance or non-assistance to a terrorist organization, pursuant to section 2909.32 of the Ohio Revised Code. Additional information may be obtained from the Ohio Department of Public Safety at www.homelandsecurity.ohio.gov.
27. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
28. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
29. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
30. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
31. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
32. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
33. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
34. **Termination:** This IV-D Contract may be terminated:
 - 24A. By mutual agreement at any time after the date on which the two parties reach their decision.
 - 24B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not

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required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.

- 24C.** If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
- 24D.** If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
- 24E.** If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
- 24F.** If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- ? The date on which the parties reached their decision, in accordance with paragraph 24A;
- ? The receipt of the written notice of termination, in accordance with paragraphs 24B through 24E; or
- ? The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 24F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

Required Individual Contract Performance Standards (OAC 5101:12-10-45.2 (E))
(See JFS Form 07018 Section 6)

1. The CSEA shall provide the Clerk of Courts with complete and accurate information and verifications. The CSEA shall make recommendations necessary for the Clerk of Courts to deliver those services required by this contract. The CSEA shall keep the Clerk of Courts informed of all changes and updates in the Federal, State and local IV-D Program, as they effect the contract. The CSEA and the Clerk of Courts will maintain and provide all records necessary in the event of an audit, including supporting documentation of actual monthly expenses. The CSEA shall provide the Clerk of Courts with information in the CSEA's possession for the Clerk to properly process service.
2. The Clerk of Courts will process and file all IV-D cases within three (3) business days after receiving the documents. The Clerk will provide the CSEA with copies of all court judgment entries, pleadings notices, reports and recommendations etc., affecting child support at the same time that the copies are processed for the parties. Within three (3) business days, the Clerk will forward to the CSEA any requests for copies of Court entries. Any CSEA request for certification of court documents will be provided within five (5) business days. The Clerk of Courts shall insure that a IV-D Application is completed by the parties or their respective counsel at the time of all initial complaint filings for legal separation, divorce or dissolution and the original of the IV-D application is forwarded to the CSEA.
3. The Clerk of Courts will perform all duties of filing, tracking and reporting all IV-D cases as specified by State and Federal regulations.
4. The Clerk of Courts will cooperate and communicate openly with the CSEA in the administration of the IV-D program.
5. If a IV-D unit, pleading or motion contains non-CSEA initiated IV-D issues, the case cannot be billed under Ohio Department of Job and Family Services (ODJFS) rules. Only CSEA IV-D initiated issues shall be billed under this contract.
6. The Clerk of Courts and the CSEA will meet at least once a quarter, or as necessary, to assess performance issues, best practices, mutual concerns and program issues.

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- 7. The Clerk of Courts will submit the ODJFS 7034's, Monthly Expense Reports and 7035's, IV-D Provider's Invoice, for reconciliation and billing purposes, no later than 20 days after the last day of each month for which the service was completed.
- 8. The Clerk of Courts and the CSEA will cooperate to reconcile the contract on a quarterly basis, but in no event shall it be reconciled less than on a bi-annual basis. Upon the conclusion of the reconciliation, an amendment shall be executed if the total amount of the contract ceiling is exceeded.
- 9. The Clerk of Courts will bill the CSEA for reimbursement at 100% of the contract cost. CSEA will reimburse 66% of the unit cost for all IV-D disposed pleadings and motions through FFP funding and the remaining 34% will be paid through county general funds.
- 10. Statistics shall be reported as prescribed by the County Commissioners or as otherwise agreed to between the parties.

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Thompson
-8:30am Wednesday Investment Committee Meeting

Commissioner O' Brien
-Possible Elected Meeting This Week

Commissioner Stapleton
-On Friday Attend A CORSA Renewal Meeting With Dawn Huston; Risk Sharing, Agricultural Societies
-State Budget Language Will Be Out Later This Week
-Work Session Later Today

10:25AM RECESS

10:55AM RECONVENING

Return to 11-305

RESOLUTION NO. 11-305

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION AND ADVANCE OF FUNDS FOR PAYMENT OF REIMBURSABLE COSTS ASSOCIATED WITH THE ROAD IMPROVEMENT KNOWN AS DEL-CR124-1.88 (PID 83217) HOME ROAD & S.R. 257 INTERSECTION IMPROVEMENTS:

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

Whereas, the Board of Commissioners agreed, by resolution #07-1116, to cooperate with the Ohio Department of Transportation in the project known as DEL-CR124-1.88, which includes improvements to the intersections of Home Road & State Route 257 and Home Road & Section Line Road; and

Whereas, the County Engineer has estimated right of way acquisition costs associated with said Improvement to be \$2,259,525; and

Whereas, funding assistance up to \$2,000,000 is being provided, on a reimbursement basis, for eighty (80) percent of right of way acquisition and utility relocation costs of the Improvement through federal transportation funding provided by the Mid-Ohio Regional Planning Commission and ODOT; and

Whereas, the County Auditor has recommended tracking federal-aid revenues and expenses associated with the Improvement in a separate organizational key; and

Whereas, the County Engineer recommends approval of this Resolution;

NOW THEREFORE, be it resolved by the Board of Commissioners of Delaware County, Ohio that:

Section 1: A supplemental appropriation of \$1,059,525.00 is approved as follows:

Supplemental Appropriation		
Organizational Key	Supplemental Appropriation	Total Appropriation
29440425-5401	\$607,620.00	\$1,807,620.00

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Section 2: An advance of \$1,807,620.00 is hereby approved as follows:

Fund Advance							
From		To		Amount			
10040421		29440425		\$1,807,620.00			
Road & Bridge Projects		Home and SR257 Intersection					
Vote on Motion	Mr. Thompson	Aye	Mr. Stapleton	Aye	Mr. O'Brien	Aye	

There being no further business, the meeting adjourned.

1:30PM Work Session

Veterans Services

Jim Hilz & Malcolm Porter, BIA Of Central Ohio MORPC - Olentangy Watershed

Sheriff; Needs Assessment

Other Business To Come Before The Board

Ken O'Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners