

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 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. 11-506

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 12, 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 May 12, 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

Betsy Moffitt spoke to the Commissioners About Her Concerns On The Ohio Department Of Natural Resources KARST Map Showing Sink Holes In The Area Near The Lower Scioto Water Reclamation Facility

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 11-507

IN THE MATTER OF PROCLAIMING MAY 2011 AS FOSTER CARE MONTH IN DELAWARE COUNTY:

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

Whereas, there is nothing more precious to our county than the healthy growth and development of our youth, who will determine the future and direction of the county; and

Whereas, the family, serving as the primary source of love, identity, self esteem and support, is the very foundation of our communities and our county; and

Whereas, in Delaware County there are 68 youth in foster care being provided for in a safe, secure and stable home environment; and

Whereas, Foster Families have opened their homes and expressed loved and security to these children and have supported their birth families in meeting the goals necessary to reunify parents and children; and

Whereas, the success of Delaware’s County foster care program depends upon the dedication of these citizens who choose to be part of the foster care network; and

Whereas, Foster Care Month is an appropriate opportunity to thank the families who take an often thankless responsibility of providing a home and family to children in need of affection, love and security and to support the efforts of those who dedicate their time to children in, and leaving, foster care;

NOW THEREFORE BE IT RESOLVED THAT WE, the Commissioners of Delaware County do hereby proclaim May 2011 as Foster Care Month in Delaware County and we encourage citizens to volunteer their talents and energies on behalf of children in foster care, foster parents and the child welfare professional staff working in our county this month and throughout the year.

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

RESOLUTION NO. 11-508

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2011

IN THE MATTER OF ADOPTING A RESOLUTION DECLARING THE THIRD WEEK OF MAY 2011 AS
NATIONAL EMERGENCY MEDICAL SERVICES WEEK IN THE COUNTY OF DELAWARE, OHIO:

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

WHEREAS; Emergency Medical Services is a vital public service; and

WHEREAS; the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS; access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS; the emergency medical services system consist of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators, and others; and

WHEREAS; the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

THEREFORE be it resolved by the Board of County Commissioners, Delaware County, State of Ohio, that this resolution be passed, recognizing the value and accomplishments of emergency medical services providers, and declaring the Third Week of May 2011 as:

EMERGENCY MEDICAL SERVICES WEEK

And encourage the community to observe this week with appropriate programs, ceremonies, and activities.

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

RESOLUTION NO. 11-509

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND
PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0513:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0513 and Purchase Orders as listed below:

<u>Vendor</u>		<u>Description</u>	<u>Account</u>	<u>Amount</u>	
PO' Increase					
Delaware County Engineer		Resurface Drive Alum Creek/Drainage Tile	66211904-5328	\$ 19,000.00	
Trane		Air Conditioning Compressor-Hayes Bldg	10011105-5201	\$ 8,500.00	
PR Number	Vendor Name	Line Desc	Line Account	Amount	Line
R1104339	SIEMENS INDUSTRY INC	BIOXIDE -OECC	66211903 - 5290	\$87,041.44	0001
R1104339	SIEMENS INDUSTRY INC	BIOXIDE - ALUM CREEK	66211904 - 5290	\$171,077.12	0002
R1104339	SIEMENS INDUSTRY INC	BIOXIDE - TARTAN	66211906 - 5290	\$8,712.00	0003
R1104339	SIEMENS INDUSTRY INC	BIOXIDE - NORTHSTAR	66211911 - 5290	\$10,000.00	0004
R1104365	OHIO DEPARTMENT OF TRANSPORTATION	RETURN OVERPAY ON OBRIEN DITCH PETITION PROJECT	40311431 - 5319	\$123,796.00	0001

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

RESOLUTION NO. 11-510

IN THE MATTER OF EXTENDING THE FILING DATE FOR THE FILING OF PLANS, REPORTS, AND
SCHEDULES FOR THE PEACHBLOW ROAD AND CONNER LANE WATERSHED (MIDWAY GARDENS)
DITCH PETITION:

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

Whereas, Resolution No. 09-595 granted the prayer of the petition and directed the Delaware County Engineer

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2011

to proceed with preparation of plans, reports, and schedules for The Peachblow Road And Conner Lane Watershed (Midway Gardens) Ditch Petition; and

Whereas, the resolution references the date of May 18, 2011 for filing of the reports, plans, and schedules; and

Whereas, additional time is required to allow for coordination of the plans with the City of Delaware; and

Whereas, upon filing of the reports, plans, and schedules, the Board of County Commissioners shall set a date and time for a public hearing for the Peachblow Road and Conner Lane Watershed (Midway Gardens) Ditch Petition; and

Whereas, the date of the hearing shall be after 25 days and before 90 days from the filing date of the reports, plans, and schedules;

Therefore Be It Resolved, that the Board of County Commissioners approves August 18, 2011 as the date for filing of the reports, plans, and schedule for the Peachblow Road and Conner Lane Watershed (Midway Gardens) Ditch Petition.

Further Be it resolved, upon filing of the reports, plans, and schedule for the Peachblow Road and Conner Lane Watershed (Midway Gardens) Ditch Petition the Clerk of the Board of Commissioners will prepare a resolution setting the date and time of the Public Hearing for a date after 25 days and before 90 days from the filing date of the reports, plans, and schedules.

Further Be it resolved, that proper notification will be given to property owners in the affected watershed of the date and time of the hearing for the Peachblow Road and Conner Lane Watershed (Midway Gardens) Ditch Petition.

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

RESOLUTION NO. 11-511

IN THE MATTER OF APPROVING THE ADD-ON STATEMENT OF WORK AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY SHERIFF'S OFFICE AND ALERT PUBLIC SAFETY SOLUTIONS, INC. FOR LOCKDOWN™ JAIL MANAGEMENT SOLUTION POWERED BY JAILTRACKER™:

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

Whereas, the Sheriff's Office Staff recommends approval of the add-on statement of work agreement between The Delaware County Board Of Commissioners; The Delaware County Sheriff's Office And Alert Public Safety Solutions, Inc. For Lockdown™ Jail Management Solution Powered By Jailtracker™;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the add-on statement of work agreement between The Delaware County Board Of Commissioners; The Delaware County Sheriff's Office And Alert Public Safety Solutions, Inc. For Lockdown™ Jail Management Solution Powered By Jailtracker™;

**Alert Public Safety Solution, Inc.
Add On Statement Of Work
Delaware County Sheriff's Office
149 North Sandusky Street
Delaware, Ohio 43015**

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2011

Deliverables

Product Description, Amount, & Number	Cost	Maintenance Cost
System Summary: 1. Base & Imaging Module 2. BarCode Module 3. Scheduling Module 4. Document Imaging Module 5. Electronic Signature Module 6. Web Interface Module 7. Biometrics Software Module 8. KnowledgeSync Module 9. Product Module Integration		1 st year included
Interface Summary: 1. Vines Interface 2. LiveScan Interface 3. Commissary Interface 4. GTL-Phone 5. Core Media - Slammer 6. SJLS 7. Alert PSS / JailTracker™ Integration: a. Shared Master Name b. Arrest, Charges, and booking transfer i. If entered in JailTracker™, will be available for import to Enforcer™ Incident Involved Party ii. If entered in Enforcer™, will be available in JailTracker™ for import to Inmate c. Personnel JailTracker™ Incident: JailTracker™ Incident will update		1 st year included

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2011**

<p>Personnel Disciplinary/Commendations</p> <p>d. Alert PSS and developers of JailTracker™ (Digitech Services, Inc. (DSI)) will work together with Delaware County Sheriff's Corrections making sure that all of the above flow and process in a way that meets the client's satisfaction, specifically the Personnel Disciplinary/Commendations will need DCSO design input as to create a requirement specification.</p> <p>Alert PSS will include, at this price, a future connection to State CNB</p>		
<p>Hardware Summary:</p> <ol style="list-style-type: none"> 1. Arm Bands Blue – Box of 500 2. PDC Laminator 3. Visioneer Patriot 430 Document Scanner (1) 4. Vivotek PZ 6112 (1) 5. Code Corp BarCode Scanners (Code) (6) 6. Code Corp Barcode Bluetooth Antenna and Charging Cradle(3) 7. E-Pad Signature Pads (2) 8. M2Sys Fingervein Reader (Use with Biometric Software) (2) 		1 st year included
<p>Services Summary:</p> <ol style="list-style-type: none"> 1. Project Management & Installation – 40 hours – work performed at DSI office through remote connection to agency equipment <ol style="list-style-type: none"> a. Installation of JailTracker™ on agency server b. Installation of JailTracker™ application on workstations c. Configuration of JailTracker™ application on server d. Configuration of included interfaces 2. Conversion of existing JMS data – 40 hours 3. Go-Live On-Site Support – 16 hours 4. Training – 24 hours 		
Total	\$58,008.00	\$10,000.00*

*Maintenance begins the 2nd Year.

Order Specifications:

This document specifies the addition of the listed Alert Public Safety Solutions software licenses hardware and services. These additional software licenses are provided pursuant to the existing terms and conditions and software licensing agreements currently in place between the

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2011

Agency and Alert Public Safety Solutions. Unless detailed above no services or custom applications development is included in this order.

1. The Agency is purchasing the Alert Public Safety Solutions software, hardware, and services for Lockdown™ Jail Management solution, powered by JailTracker™, listed above and have authorized the addition of these products to their existing system.
2. An Alert Public Safety Solutions representative will install the client software licenses using the current licensed version software already in use at the Agency.
3. An Alert Public Safety Solutions support representative will update the appropriate server files via dial up, VPN access and onsite.
4. Documentation shall be shipped or delivered to the Agency at the address listed below.
5. Project management and site visits by Alert Public Safety Solutions' representatives are provided with this order, unless listed as a deliverable and described above.
6. The Agency is responsible for the configuration and maintenance of their communications infrastructure and networks, including but not limited to LAN, WAN or Frame Relay connectivity.
7. Additional server seats, applications, or functionality may affect the throughput and/or efficiency of the system and is outside of Alert Public Safety Solutions control. All communications coverage, network or communications infrastructure loading or reliability is the sole responsibility of the end user agency.

INDEPENDENT CONTRACTOR:

ALERT PUBLIC SAFETY SOLUTIONS shall act in performance of this Agreement as an independent contractor. As an independent contractor ALERT PUBLIC SAFETY SOLUTIONS and/or its boards, officers, officials, employees, representatives, agents, volunteers and/or servants shall at no time be considered employees of the Delaware County Sheriff, the Board of Delaware County Commissioners, or Delaware County and are not entitled to any of the benefits of employment enjoyed by employees of the Delaware County Sheriff, the Board of Delaware County Commissioners, or Delaware County.

INDEMNITY:

ALERT PUBLIC SAFETY SOLUTIONS shall provide indemnification as follows:

- A. To the fullest extent of the law and without limitation, the ALERT PUBLIC SAFETY SOLUTIONS agrees to indemnify and hold free and harmless the Delaware County Sheriff, the Board of Delaware County Commissioners, Delaware County, Ohio and all of their respective boards, officers, officials, employees, volunteers, agents, servants and representatives (collectively "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to ALERT PUBLIC SAFETY SOLUTIONS's, any subcontractor's, or any sub-subcontractor's performance of this Contract, including, but not limited to the performance or actions of ALERT PUBLIC SAFETY SOLUTIONS's, any subcontractor's, or any sub-subcontractor's officers, officials, boards, employees, agents, servants, volunteers, or representatives

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2011

(collectively "Contracted Parties".) ALERT PUBLIC SAFETY SOLUTIONS agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that ALERT PUBLIC SAFETY SOLUTIONS shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. ALERT PUBLIC SAFETY SOLUTIONS further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that ALERT PUBLIC SAFETY SOLUTIONS shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.

- B. ALERT PUBLIC SAFETY SOLUTIONS shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Contracted Parties.

INSURANCE:

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

EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION:

In fulfilling the obligations and duties of this Agreement, ALERT PUBLIC SAFETY SOLUTIONS shall not discriminate against any employee or applicant for employment on the basis of race, religion, national origin, color, creed, gender, sexual orientation, age, Vietnam-era Veteran status, or disability, as defined in the Americans with Disabilities Act.

ALERT PUBLIC SAFETY SOLUTIONS shall ensure that applicants are hired and that employees are treated during employment without regard to any of the listed factors. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

ALERT PUBLIC SAFETY SOLUTIONS agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that ALERT PUBLIC SAFETY SOLUTIONS complies with all applicable federal and state non-discrimination laws. ALERT PUBLIC SAFETY SOLUTIONS shall incorporate the foregoing requirements of this section in all of its Agreements for any of the work prescribed herein, and shall require all of its

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2011**

subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

DRUG FREE WORKPLACE:

ALERT PUBLIC SAFETY SOLUTIONS agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. ALERT PUBLIC SAFETY SOLUTIONS shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

DMA FORM STATEMENT:

ALERT PUBLIC SAFETY SOLUTIONS certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list, which list may be found on the Ohio Homeland Security web site at: <http://www.homelandsecurity.ohio.gov/>. Pursuant to R.C. § 2909.33, ALERT PUBLIC SAFETY SOLUTIONS agrees to make such certification by completing the declaration of material assistance/no assistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.

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 aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. ALERT PUBLIC SAFETY SOLUTIONS, 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 Agreement will prohibit the County from entering, proceeding with, and/or performing the Agreement. Such certification is attached to this Agreement and by this reference made a part thereof.

FINDINGS FOR RECOVERY:

ALERT PUBLIC SAFETY SOLUTIONS certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

NOTICES:

All notices which may be required by this Agreement or by operation of any rule of law shall be hand delivered, sent via certified United States Mail, return receipt requested, sent via a nationally recognized and reputable overnight courier, return receipt requested, or via facsimile, to the following individuals at the following addresses and shall be effective on the date received:

Customer information:

Customer Legal Name	Delaware County Sheriff's Office
Address	149 North Sandusky Street
City/State/Zip Code	Delaware, OH 43015
Telephone number	740-833-2810
Fax Number	740-833-2809
Name of Agency Representative	Sheriff Walter L. Davis, III
Name of Agency Contact	Captain Scott Vance
E-mail address	svance@co.delaware.oh.us

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2011

Alert Public Safety Solutions, Inc. Information:

Sales Manager Name	Steven Reames
Telephone Number	614-777-0911
E-mail address	sreames@alertpss.com
	Alert Public Safety Solutions, Inc.
	5576 Hilliard Rome Office Park
	Hilliard, OH 43026

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.

Further Be It Resolved, that the Board of Commissioners approve the following:

Transfer of Appropriation

From	To		
10031328-5320	10031328-5450		
Federal Prisoners/Software	Federal Prisoners/Machinery & Equip	\$	12,142.70

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

RESOLUTION NO. 11-512

IN THE MATTER OF AUTHORIZING AN AGREEMENT BETWEEN DELAWARE COUNTY
COMMISSIONERS AND THE OHIO REGIONAL DEVELOPMENT CORPORATION FOR PREPARING
THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING FOR DELAWARE COUNTY:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to authorize the following:

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG), and

WHEREAS, participation in the CDBG programs requires that efforts be made to affirmatively further fair housing locally, and

WHEREAS, The Ohio Department of Development is requiring all local governments to prepare an Analysis of Impediments to Fair Housing, and

WHEREAS, Ohio Regional Development Corporation has submitted a response to the RFP to prepare Delaware County Analysis of Impediments to Fair Housing in the amount of \$4,000.00, and

WHEREAS, Poggemeyer Design Group also submitted a response to the RFP in the amount of \$11,500 to prepare the Analysis of Impediments to Fair Housing, and

WHEREAS, the Economic Development Director recommends that Ohio Regional Development Group has the lowest and best bid.

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

Section 1. That the Board of Commissioners authorizes an agreement with the Ohio Regional Development Corporation in an amount of Four Thousand Dollars (\$4,000) to prepare Delaware County Analysis of Impediments to Fair Housing.

Section 2. That this Resolution shall take effect and be in force immediately after passage.

AGREEMENT
Delaware County Analysis of Impediments to Fair Housing

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2011**

Section 1 – Parties to the Agreement:

This Agreement is made and entered into this 16th day of May 2011, by and between the Delaware County Board of Commissioners, Delaware County, Ohio (“County”), and Ohio Regional Development Corporation. (“ORDC”).

Section 2 – Contract Administrator:

The Delaware County Board of Commissioners hereby designates the Delaware County Administrator as the agent of the Board for Work performed in accordance with this Agreement. The Administrator shall have general supervision of the Work and authority to order commencement or suspension thereof.

Section 3 – Scope of Services (Work):

The ORDC shall perform the Work as set forth in Attachment 1, which is attached hereto and, by this reference, fully incorporated herein. ORDC further agrees to perform the Work promptly and in a skillfully competent manner under the direction of the Administrator and in accordance with generally accepted professional standards.

Section 4 – Compensation:

The County shall pay ORDC a fee of Four Thousand Dollars and No Cents (\$4,000.00) for preparing the Analysis of Impediments to Fair Housing for Delaware County.

Section 5 – Payment:

The cost of the Analysis of Impediments to Fair Housing Choice will not exceed the contracted amount of ~~\$400000~~ (four thousand hundred dollars). This amount includes all overhead, travel and other expenses. ORDC will invoice for work completed at the end of the study. The County shall pay approved invoices within 30 days of receipt.

Section 6 – Completion of Work, Delays and Extensions:

The Scope of Work will be undertaken beginning with the receipt of a signed written notice to proceed/contract and be completed no later than August 31, 2011.

It is anticipated that once ORDC is in receipt of a signed written notice to proceed/contract, that action on the Analysis of Impediments to Fair Housing Choice will commence within 10 working days.

Housing Advisory Committee meetings will be scheduled after the ORDC is in receipt of a signed written notice to proceed/contract. It is anticipated that two (2) HAC meetings may be required to compile the necessary data to complete the Analysis of Impediments to Fair Housing Choice.

It is also anticipated that a final draft of the Analysis of Impediments to Fair Housing will be available to review by August 5, 2011. The requested presentation to the Delaware County Commissioners will be scheduled for on or after that date. The approved final copy of the Analysis of Impediments to Fair Housing will be available to ORDC for corrections and processing no later than August 15, 2011. Submission of the final Analysis of Impediments to Fair Housing Choice document will be made by ORDC to Joyce Hill, Civil Rights Specialist at the Ohio Department of Development, Office of Housing and Community Partnerships no later than August 31, 2011.

Section 7 – Insurance:

ORDC shall carry Public Liability Insurance in the amount of \$1,000,000 (1M), including protection for bodily injury and property damage, with a combined single limit of \$500,000. ORDC shall also maintain Automobile Liability Insurance providing limits of \$500,000 per occurrence. ORDC shall provide Worker’s Compensation Insurance. The Worker’s Compensation Insurance shall provide coverage under the Compensation Act of Ohio and shall provide employer’s liability insurance in the amount of \$100,000. ORDC shall cause the County to be listed as an additional insured on the public and automobile liability insurance policies required herein. At the request of the County, ORDC will supply Certificates of Insurance detailing the above coverage, as well as executed endorsements listing the County as an additional insured, prior to the commencement of any work. The certificate(s) will be issued by a carrier(s) authorized to do business in the State of Ohio.

Section 8 – Indemnification:

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

Section 9 – Termination of Agreement:

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

Section 10 – Change in Scope of Work:

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties in writing.

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2011**

Section 11 – Ownership of Documents:

Upon completion or termination of the Agreement, the ORDC shall provide copies to the County of all documents created specifically for the purposes of Work under this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any tangible written or electronic work, whether complete or incomplete, produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Miscellaneous Terms & Conditions:

- 12.1 Prohibited Interests: ORDC agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. ORDC further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.
- 12.2 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the ORDC, 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.
- 12.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 12.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 12.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 12.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 12.7 Findings for Recovery: ORDC certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 12.8 Homeland Security: ORDC 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, ORDC 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.
- 12.9 Non-Discrimination/Equal Opportunity: ORDC hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

ORDC certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2011

and will not discriminate.

- 12.10 Independent Contractor: ORDC agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement. ORDC also agrees that, as an independent contractor, it assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.

Attachment 1

Ohio Regional Development Corporation (ORDC) will complete the following work elements for the contracted area in a timely and professional manner:

Analysis of Impediments to Fair Housing Choice

The Analysis of Impediments to Fair Housing Choice will contain a clear analysis of collected information; an identification of potential fair housing impediments, problems or concerns; an outline of changes needed to remedy or overcome any identified impediments, problems or concerns; and include a plan of action with a timetable or schedule for remedies any identified impediments, problems, or concerns.

The Analysis of Impediments and Fair Housing Action Plan will address systemic and structural barriers to fair housing choice, and analyze how current patterns of segregation and points of resistance to diversity and integration such as municipal zoning, industry practices and popular perceptions potentially limit housing choice for groups protected by the Fair Housing Act.

The following will be analyzed for impediments:

- ? Provisions of financing assistance for residential real property purchases; construction, improvements, repairs or maintenance of dwellings;
- ? Terms, conditions or privileges of sale or rental of housing;
- ? Advertising with respect to sale or rental of housing;
- ? Realtor © practices;
- ? Appraisal practices
- ? Access to any multiple listing service, real estate brokers’ organization or facility relating to the business of selling or renting dwellings;
- ? Administrative policies concerning community development and housing activities, site selection policies, local code requirements, local zoning requirements, and other local housing construction requirements;
- ? Other related areas deemed as areas of concern.
- ? Results of actions undertaken by the grantee to remedy problems identified by the analysis of the above eight (8) areas or identified in a court suit or noncompliance by HUD, OCRC or OHCP.

The Analysis of Impediments to Fair Housing Choice study will be a working document, very similar to a CHIS, that will provide guidance to the local fair housing coordinator/specialist with regard to the local populations who currently not being fully served under the federal and state fair housing guidelines. It will provide important information as to where additional fair housing outreach and education are needed.

The Analysis will also help to determine where areas of possible discrimination could exist in the service area with regards to housing issues. Those issues could include but not be limited to: the rental and purchase of housing, financing for housing, the appraisal of housing and the insuring of housing. The study will also look at the areas of education, transportation and employment to determine that all residents of the service area are being properly served.

Compensation for services shall be limited to the dollars provided for in the requested planning activity. For this activity, administration and implementation shall be computed on the basis of the following schedule of hourly rates for any employees engaged in the work. This rate will be computed at \$ 95.00 per hour per person engaged in the work of completing the Analysis of Impediments study. Billing will be done at the end of the study. These rates include cost of operation such as employee benefits, office costs etc.

It is anticipated that a study of this nature should require a minimum of 40 hours to complete. That would include the conducting and compiling of survey information, the researching of additional documentation and the actual completion of the study.

The consultant will be compensated for reimbursable expenses including meetings, seminars, conferences and training sessions away from the office in connection with the work specified by the Analysis of Impediments. These expenses shall be limited to the following maximums:

Meals and Lodging-----	\$100.00 per person per day
Vehicle Mileage-----	\$ 0.30 per mile per vehicle
Common Carrier-----	Actual Cost per person

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2011

Rental Car-----Actual Cost
Registration and related meeting fees/expenses----- Actual Cost

Services Required From Delaware County

The following services may be required from Delaware County in order to perform the work necessary to complete Delaware County’s Analysis of Impediments to Fair Housing Choice;

- ? Contact current Housing Advisory Committee (HAC) members regarding the time and location of any and all meetings of the Housing Advisory Committee;
- ? Replace with new people any members of the Housing Advisory Committee (HAC) who will not or cannot continue to serve. (The HAC committee will be comprised of the required agencies/individuals as per the guidelines established by OHCP.);
- ? Procure a meeting place for the HAC meeting(s);
- ? Assist ORDC’s designated representative in scheduling any and all additional meetings required to complete the work stated in this proposal;
- ? Provide, upon request, any and/or all copies of previously completed documents related to this proposal;
- ? Provide, upon request, all documents pertaining to actions taken to address any previously identified impediments to fair housing choice;
- ? Make local contact information available to ORDC, upon request, in the event that personal contact needs to be made to obtain additional information for the work stated in this proposal;
- ? Assist ORDC in obtaining additional pertinent information regarding specific issues related to Delaware County;
- ? Establish a contact person with ORDC in order to maintain timely communications; and
- ? Provide any other assistance as deemed reasonable and necessary to complete the work necessary to complete the Analysis of Impediments to Fair Housing Choice.

Time of Performance

The above Scope of Work will be undertaken beginning with the receipt of a signed written notice to proceed/contract and be completed no later than August 31, 2011.
It is anticipated that once the contractor is in receipt of a signed written notice to proceed/contract, that action on the Analysis of Impediments to Fair Housing Choice will commence with 10 working days.
Housing Advisory Committee meetings will be scheduled after the contractor is in receipt of a signed written notice to proceed/contract. It is anticipated that two (2) HAC meetings *may* be required to compile the necessary data to complete the Analysis of Impediments to Fair Housing Choice. The assistance by Delaware County required with this activity is outlined in the section entitled “*Services Required From Delaware County*”.
It is also anticipated that a final draft of the Analysis of Impediments to Fair Housing Choice will be available to review by August 5, 2011. The requested presentation to the Delaware County Commissioners will be scheduled for on or after that date. The approved final copy of the Analysis of Impediments to Fair Housing Choice will be available to the contractor for corrections and processing no later than August 15, 2011. Submission of the final Analysis of Impediments to Fair Housing Choice document will be made by the contractor to Joyce Hill, Civil Rights Specialist at the Ohio Department of Development, Office of Housing and Community Partnerships no later than August 31, 2011.

Termination of Contract

If, through any cause, the Contractor (Consultant) shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the contractor (Consultant) shall violate any of the covenants, agreements or stipulations of this contract, the agency shall thereupon have the right to terminate this contract by giving written notice to the Contractor (Consultant) of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor (Consultant) under this contract shall, at the option of the Agency, become its property and the Contractor (Consultant) shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor (Consultant) shall not be relieved of liability to the Agency for damages sustained by the Agency, by virtue of any breach of the contract by the Contractor (Consultant), and the Agency may withhold any payments to the Contractor (Consultant), for the purpose of set-off until such time as the exact amount of the damages due the Agency from the Contractor (Consultant) is determined.

Either party may terminate the Agreement at any time by giving written notice of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In the event, all finished or unfinished documents and other materials shall, at the option of the Agency, become its property. If the Agreement is terminated by the Agency as provided herein, the Contractor (Consultant) will be paid an amount

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2011

based on the time and expenses incurred by the Contractor (Consultant) prior to the effective date of such termination.

Cost and Method of Payment

The cost of the Analysis of Impediments to Fair Housing Choice will not exceed the contracted amount of ~~\$400000~~ (four thousand hundred dollars). This amount includes all overhead, travel and other expenses. ORDC will invoice for work completed at the end of the study.

Ohio Regional Development Corporation
Compliance Criteria

Compliance Criteria

The Ohio Regional Development Corporation understood the Scope of Work outlined in the RFP/RFA. We have had extensive experience in all areas that were outlined in the Request as can be seen in the following:

SECTION 1

A. EXPERIENCE WITH FEDERAL COMPLIANCE

The Ohio Regional Development Corporation has had extensive experience with compliance as it relates to procurement; Davis -Bacon Labor requirements; the Uniform Act; progress reports and other requirements requested in the RFP/RFA.

This experience has come through the projects and programs detailed in the *Past Experience* section of our proposal. The services were performed for the clients listed herein. Contact information for those clients can be found in the *References* section of the proposal.

1. Experience with Competitive Sealed Bid/Small Purchase Procurement

ORDC has had extensive experience in the area of Procurement. It can be observed that we provide hands-on assistance as needed to effectively implement and administer all HOME and CDBG-funded programs in order to meet all current rules, regulations and laws pertaining to this subject.

ORDC has successfully solicited small purchase procurement services (price quotes) for Furnace Inspections, Pest Inspections and Lead Risk Assessor on behalf of our clients for their CHIP grants. In addition, this process is also implemented in order to receive sealed bids from eligible contractors for a CHIP recipient project.

As part of these services, ORDC has successfully maintained the files of the above mentioned procurement of Furnace and Pest Inspections; in addition to the client files. The Small Purchase Procurement process that is required for each client home is maintained in an orderly fashion in each file. This process has been commended by the representatives of the Office of Housing and Community Partnerships whom have reviewed our files during monitoring visits.

ORDC has successfully procured professionals. ORDC has assisted communities in procuring engineers and architects for several years with various projects.

ORDC has prepared a Request for Proposal (RFP) for use by all communities in which we provide services. These RFPs have been successfully used in procuring many grants, including this current RFP.

In addition, ORDC has prepared Public Notices for publication. These are made available to the community if they wish to advertise. These advertisements have been successfully published.

When ORDC procures Furnace and Pest Inspections, as well as client projects, a formal written notification is sent to each offeror to make them aware of their bid denial. This practice is successfully and effective by implemented in each community.

All procurement of any type—professional, construction contract, competitive negotiation, small purchase—is preserved in a file that is maintained and kept with the grant files.

ORDC has extensive experience with competitive sealed bids and/or construction contracts. This success and experience comes with the bidding of client projects in the several grants that we implement. With a record of superior monitoring reports, our

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2011**

success is with competitive sealed bid procurement as well as construction contracts are confirmed.

✍ In order to procure the sealed bid, a bid packet must be completed. ORDC has successfully prepared a professional bid packet which has been effectively implemented in several grants.

✍ With Economic Development Grants, public notices are written and published for public bids. This is done annually with the CDBG Formula Grants that ORDC administers.

✍ All procurement of any type—professional, construction contract, competitive negotiation, small purchase—is preserved in a file that is maintained and kept with the grant files.

2. Experience in Conducting Environmental Reviews

ORDC has had extensive experience in conducting environmental reviews for CDBG/HOME and other federally-funded programs. The conduction of such reviews is a routine service provided by the agency.

✍ Environmental Review (ER) Files are a regular procedure in our conducting Environmental Reviews. ORDC ER files are kept in compliance and have never had a finding by the State.

✍ ORDC has personnel on staff that has extensive experience in determining status of ERs. The personnel stay current on the ever-changing requirements for the Environmental Reviews. The determined status has always been found accurate by the State.

✍ Our staff has an on-going relationship with the Ohio Historical Preservation office as well as ODOD—Office of Housing and Community Partnership and work on a regular basis with staff from that office. This includes staying current on compliance requirements.

✍ Our staff regularly and successfully coordinates efforts with OHPO, ODNR, EPA, Fish & Wildlife and/or other relevant agencies. Our office has a very good working relationship with all the above agencies.

✍ ORDC has become very experienced with flood plains. ORDC has successfully implemented these procedures and has received an outstanding review from the State.

✍ The public notices that are necessary for Environmental Reviews are a routine service for our agency. ORDC has public notices readily available and can be successfully published when needed.

✍ Once the comment period has expired, our staff recognizes, responds, and renders all comments appropriately. Our experience is that when determining the correct status, comments are not received.

✍ Environmental Review files are successfully maintained throughout the grant period for all grants. ORDC ER files are kept to compliance and have never had a finding by the State.

3. Experience with Fair Housing/Equal Opportunity Requirements

ORDC has extensive experience with the Equal Opportunity requirements of CDBG/HOME and other State and Federal programs. We have set up all necessary files, put into place Affirmative Action plans and gathered and maintained records on necessary demographic and employment data required by grantor agencies.

ORDC has dedicated staff persons who oversee all Fair Housing outreach, training and educational activities. We currently provide Fair Housing services for five (5) cities, eight (8) counties and three (3) non-profit housing agencies.

4. Experience with Financial Management

ORDC has extensive experience in the financial management of CDBG/HOME and other State and Federal programs. All of the items cited in the RFP/RFA—completion of depository forms and signature cards, setting up internal controls, journals, ledgers, and registers, maintaining financial

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2011**

files, review source documents, preparing draws, review invoices, positing transactions to journals, updating and maintaining the Grant Management Financial System (GMFS), bank statements, completing financial reports and maintain the financial records— are all within the scope of service we offer our clients. ORDC can confirm our experience and success with the fact that ORDC has never had an audit finding for recovery.

5. Experience with Acquisition of Real Property

ORDC has had extensive experience with the acquisition of real property, both right-of-way and fee-take. Such experience has been within the confines of the Uniform Relocation Act for federally-funded projects, and includes extensive fee-takes in the City of Coshocton and Coshocton County. Numerous of the grants that we have administered have involved acquisitions that must be in compliance with applicable sections of the Uniform Relocation Act.

In addition, ORDC has conducted many interviews and surveys of citizens. These are necessary in order to assure areas of eligibility—Low-to-Moderate Income areas—for various grants that we administer. ORDC has been very successful in their ability to obtain the necessary information through interviews and surveys.

6. Experience with Contract Management

ORDC has extensive experience in contract management and field supervision. Since the inception of ORDC as a non-profit agency, our firm has successfully applied for and administered over \$35M in housing related grants. The agency has worked with numerous contractors in the region to implement the various facets of each program and supervised their work on each unit. In addition, we have maintained all applicable records in accordance with requirements of the funding agencies.

✍ During the implementation of various housing rehab programs, it has been necessary to coordinate activities with other funding sources, i.e. USDA, CAC and other private funders, including Habitat for Humanity. These integrated funding projects have all been successfully completed, and our agency continues to work with these agencies on an on-going basis.

✍ As part of ORDC's established implementation and in-take procedures of the CHIP grant, our staff has been very successful in verifying the eligibility of clients. ORDC has never had a finding by the state on eligibility that required recovery.

✍ Another important part of the CHIP implementation process is the verification of eligible contractors. This file/record must stay current, and be re-verified on a regular basis. ORDC has established a system for the process that has proven to be very successful. ORDC has not awarded a contract to a contractor who is ineligible to work with the program.

✍ As detailed in Compliance Criteria Section A-1, ORDC has extensive experience and success with not only preparation of bid documents but the implementation of the bidding.

✍ Should a contract need to be amended, ORDC has the experience to do so successfully. Should a change order need to be done for some unseen reason; our staff can successfully implement that process.

✍ With the implementation of CHIP grants, comes the ability to successfully monitor contracts. ORDC has a proven method for monitoring the contract which entails monitoring the contractor's work/ progress. Our Rehabilitation Specialist check on each project weekly to ensure the contractor is completing the project/contract successfully.

✍ Correspondence files are successfully maintained by ORDC. Our staff has an established method for keeping the correspondence neatly organized in files. OHCP representatives have recognized ORDC's excellence in their filing system during many monitoring.

✍ ORDC has experience and success with grant progress reporting. ORDC has an established process to update the community on a monthly basis concerning the status of their CHIP grant. In addition, our staff successfully completes all status reports from OHCP.

7. Experience with Labor Compliance Laws

ORDC has had extensive experience with labor compliance laws. Such laws are normally associated

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2011**

with public works type projects such as water and sewer projects, streets, curbs, drainage, sidewalks, parks, etc.

ORDC has extensive experience with Davis -Bacon Labor. ORDC is currently serving as the prevailing wages coordinator for the Ethanol Plant project in Coshocton. This requires that Labor Compliance files be established, wage rates determined and verified, explanations of requirements at necessary conferences, certification of employees and maintenance of the records.

8. Experience with Audits

ORDC has had extensive experience with audits. Our record keeping and hands-on approach in preparing for an audit leave our clients with a minimal amount of preparation on their part. ORDC staff is always readily available during an audit in order to provide technical assistance to the auditor as well as allowing for successful communication between the grantee, auditor and clients. Because we work very closely with the Ohio Department of Development's Office of Housing and Community Partnerships, we have an excellent relationship with the entire staff at OHCP. ORDC staff is also present for the exit conference of the audit.

Resolution of audit findings and/or advisory concerns has always be a strong point for ORDC. Findings are remedied immediately and advisory concerns are taken into account and procedures are updated. Therefore, ORDC's experience with audit resolution has been very successful, and our organization continues to improve.

History: As the administrating Agency for many communities, we have been included in the reoccurring finding for the "15-day rule". This is normally to circumstances beyond ORDC's control. Ex: ODOT Financial Department shutting down for four months, weather, Community pay periods, etc. ORDC continually strives to meet the 15-day rule. ORDC, as the administrating agency, does not frequently receive findings.

SECTION 2

B. PERFORMANCE

1. Timeliness

ORDC respects not only the time of the community but also our clients. Therefore, we return all phone calls and correspondence in a timely manner.

ORDC has never been cited by a grantor for untimely implementation. We are very familiar with predetermined schedules, and understand that failure to implement a project to meet set deadlines reflects badly on our clients when they attempt to secure additional funding from a grantor.

Because we work very closely with our contractors, we are aware of their time-frames, and can assure that they are working within the proposed schedule as well.

ORDC has completed all grants where we had a valid signed agreement with the community. In addition, ORDC strives to assure the grant is completed within budget and meets the goals for each activity.

2. Completing Work within Budget

ORDC completes all contractual obligations within original budget, and has never requested additional funding.

ORDC never requests additional compensation from a client. If, by chance our staff should fail to estimate a project correctly, the mistake is ours and any additional cost is absorbed by our office.

Quality of Work

The Ohio Regional Development Corporation is well known for its excellent quality of work. Our firm has been highly successful in obtaining grant monies for our client's projects.

In evaluating grant applications, grantor agencies pay careful attention to past performance; if this area is not of top quality, grants are normally not awarded. Because of our superior performance, our clients continue to seek our assistance not only for grant application preparation, but also for the administration and implementation of the funded grants.

ORDC's quality of work extends into the implementation of the grant. Accuracy and quality of work are top priority for our staff.

3. Experience with Financial Management

ORDC has extensive experience in the financial management of CDBG/HOME and other State and Federal programs. All of the items cited in the RFP/RFA—completion of depository forms and signature cards, setting up internal controls, journals, ledgers, and registers, maintaining financial files, review source documents, preparing draws, review invoices, positing transactions to journals, updating and maintaining the Grant Management Financial System (GMFS), bank statements, completing financial reports and maintain the financial records—are all within the scope of service we offer our clients. ORDC can confirm our experience and success with the fact

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2011

that ORDC has never had an audit finding for recovery.

SECTION 3

C. CAPACITY TO PERFORM WORK IN SPECIFIED TIME PERIOD

- 1. Staff to be Assigned & Experience
The Ohio Regional Development Corporation has a trained and experienced staff to perform the services that were outlined in the Scope of Work
- 2. Staff Time Available
 - ✍ Ohio Regional Development Corporation does have full-time Fair Housing staff housed in our Coshocton office.
 - ✍ It is anticipated that a study of this nature should require a minimum of 40 hours to complete.

SECTION 4

E. COST

Ohio Regional Development Corporation’s charge for the undertaking and developing of a comprehensive Analysis of Impediments to Fair Housing Choice for Delaware County will be four thousand hundred dollars (\$4,000.00). Delaware County’s Analysis of Impediments to Fair Housing Choice will be completed and submitted to the Ohio Department of Development, Office of Housing and Community Partnership by August 31, 2011.

F. AFFIRMATIVE ACTION

ORDC is a small business as defined by the United States Small Business Administration.

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

RESOLUTION NO. 11-513

IN THE MATTER OF AUTHORIZING THE SUBMISSION OF AMENDMENT 2011-2 TO THE OHIO DEPARTMENT OF YOUTH SERVICES (ODYS) GRANT:

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

Source: ODYS Amendment 2011-2 net budget adjustment \$1,492.50

This is a budget adjustment that allows us to be in line with our spending thru 6-30-2011. No additional funds are required from the commissioners, and no county appropriation adjustments are necessary.

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

RESOLUTION NO. 11-514

IN THE MATTER OF APPROVING CHANGE ORDER #9 TO THE INTERGOVERNMENTAL COOPERATION AGREEMENT FOR THE LOWER SCIOTO WATER RECLAMATION FACILITY:

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

CHANGE ORDER
Order No. 9
Date: May 16, 2011
Agreement Date: 11/01/07

NAME OF PROJECT: Lower Scioto Water Reclamation Facility

CONTRACTS: Intergovernmental Cooperation Agreement and Design-Build Agreement; both dated November 1, 2007

The following changes are hereby made to the CONTRACT DOCUMENTS:

Provide: Influent Sewer Modifications per revised plan as approved by the Sanitary Engineer and Ohio EPA

- 1. Non-Perform Designed 150’ sewer & 2-MH’s to East (credit).....\$-195,000
- 2. Extend Influent Sewer approximately 400’ South\$ 912,000
- TOTAL.....\$ 717,000

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2011

Justification: Extension to South allows easier future extensions by eliminating conflicts with on site utilities, crossing a pond, and limited working space for a deep sewer.

Change to Contract Price:

Original Contract Price: \$21,986,625.00
Current Contract Price adjusted by previous Change Order: \$22,619,655.16
The Contract Price due to this Change Order will be increased by: \$717,000.00
The new Contract Price including this Change Order will be: \$23,336,655.16

Change to Contract Time:

The Contract Time will be (increased/decreased) by zero (0) calendar days

Approvals Required:

To be effective this Order must be approved as required by Section II of the Intergovernmental Cooperation Agreement.

Recommended By: Delaware County Sanitary Engineer

Approved By: Board of County Commissioners, Delaware County, Ohio

Further Be It Resolved, that the Board of County Commissioners approve a purchase order increase in the amount of \$717,000.00 (P1102950 Concord/Scioto Community Authority)

Vendor Name	Line Desc	Line Account	Amount	Line
CONCORD/SCIOTO COMMUNITY AUTHORITY	CHANGE ORDER #9 FOR LSWRF -	66611905 - 5415	\$717,000.00	0001

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

RESOLUTION NO. 11-515

IN THE MATTER OF APPROVING THE 2011 MARKET DEVELOPMENT GRANT AGREEMENT BETWEEN THE DIRECTOR OF THE OHIO DEPARTMENT OF NATURAL RESOURCES, THROUGH THE CHIEF OF THE DIVISION OF RECYCLING AND LITTER PREVENTION, AND THE DELAWARE COUNTY FOR THE FOR OHIO MULCH SUPPLY, INC. PROJECT:

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

**2011 Market Development Grant Agreement
Ohio Department of Natural Resources- Division of Recycling & Litter Prevention**

This Agreement is made and entered into by and between the Director of the Ohio Department of Natural Resources, through the Chief of the Division of Recycling & Litter Prevention, hereinafter referred to as the **Department**, and **Delaware County**, hereinafter referred to as the **Grantee**.

WITNESSETH THAT:

WHEREAS the **Grantee**, as authorized under Ohio Revised Code (ORC) Chapter 1502, has applied to the **Department** for program funding to implement a 2011 Market Development Grant, hereinafter referred to as the 2011 MDG; and

WHEREAS the **Grantee** agrees to perform in compliance with the terms, promises, conditions, and assurances as outlined in the **Grantee's** 2011 MDG Application and the 2011 MDG Managers' Manual; and

WHEREAS the 2011 MDG funds in the amount of **\$250,000.00** have been encumbered. Obligations of the State of Ohio are subject to the provisions of ORC Section 126.07.

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the parties agree as follows:

- I. The **Department** hereby awards to the **Grantee** a grant not to exceed **\$250,000.00** for the purpose of implementing a Market Development project detailed in the **Grantee's** application. Costs incurred by

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2011

the **Grantee** for items that are not part of the approved budget, or costs in excess of amounts specified in the approved budget, will not be reimbursed by the **Department**. Any grant-related expenditures made prior to the effective date of the grant agreement will not be reimbursed. The **Grantee** agrees to maintain and expend the required match, detailed in the **Grantee's** application.

- II. The **Department** shall pay to the **Grantee**, subject to cash availability, fifty percent (50%) of its total grant award, to be used for project costs according to the **Grantee's** approved application. A final payment of fifty percent (50%) of the grant award will be withheld to reconcile the grant account at the end of the grant period or the closeout of the grant.
- III. The **Grantee** shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability as defined in the Americans with Disabilities Act (ADA). The **Grantee** shall take affirmative action to ensure that employees are treated during employment, without regard to their race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship.
- IV. The **Grantee** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the **Department** setting forth the provisions of this nondiscrimination clause. Furthermore, the **Grantee** agrees to comply with all pertinent provisions of ORC Section 125.111 and the Drug Free Workplace Act.
- V. The **Grantee** shall, in all solicitations or advertisements for employees placed by or on behalf of the **Grantee**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA.
- VI. The **Grantee** shall comply with the State Equal Employment Opportunity guidelines, and any direction as set forth by officials or agencies of the State or Federal Government that seek to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under this Agreement. Before and during performance, the **Grantee** shall promptly comply with all requests and direction from the State of Ohio or any of its officials and agencies.
- VII. Upon the **Grantee's** noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part, and the **Grantee** may be ineligible for further state contracts and such other sanctions may be imposed and remedies instituted as otherwise provided by the law.
- VIII. The **Grantee** certifies that neither the **Grantee** nor its employees are public employees of the **Department** under federal and state law for tax, Workers' Compensation, and retirement deduction purposes and that the **Grantee** has Workers' Compensation Coverage.
- IX. The **Grantee** shall carry out and administer the project according to all applicable federal, state, and local laws and regulations, and the terms of this Agreement, as outlined in the **Department's** 2011 MDG Application and Manager's Manual.
- X. The **Department** shall at any reasonable time have the right of access to and the right to audit all books and records, financial or otherwise, pertinent to the administration and operation of this project. The **Grantee** shall keep said books and records in a common file to facilitate audits and inspections. In the event of a special audit, the **Grantee** will be responsible for the actual cost of the audit. Said costs shall be determined by the State of Ohio.
- XI. The **Grantee** affirmatively represents and warrants to **Department** that it is not subject to a finding for recovery under ORC 9.24 or that it has taken appropriate remedial steps required under ORC 9.24 or otherwise qualifies under that section. The **Grantee** agrees that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement,

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2011

and any funds paid by **Department** hereunder immediately shall be repaid to **Department**, or an action for recovery immediately may be commenced by **Department** for recovery of said funds.

- XII. The **Grantee** by signature on this document, certifies that it: (1) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (2) will take no action inconsistent with those laws. The **Grantee** understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

- XIII. Implementation of the approved 2011 MDG project as outlined in the **Grantee's** 2011 MDG Approved Application and this Agreement, shall not commence until the Agreement is signed by all parties or **July 1, 2011**, whichever is later. The **Department** shall not be responsible for any costs incurred by the **Grantee** prior to the effective date of this Agreement.

- XIV. This Agreement shall remain in effect until **June 30, 2013**. The **Department** reserves the right at any time after execution of this Agreement, to terminate, revise, or extend the grant in whole or in part, upon written notification to the **Grantee**. In the event of such termination, the **Grantee** will be paid for approved expenditures incurred and for any noncancellable obligations properly incurred by the **Grantee** prior to termination.

- XV. The **Grantee** reserves the right, at any time after execution of this Agreement, to terminate the program, in whole or in part, upon written notification to the **Department**. In the event of such termination, the **Grantee** shall not incur any new obligations and shall make a good faith effort to cancel as many outstanding obligations as possible.

- XVI. All unspent funds and unallowed expenditures shall be returned to the **Department** within forty-five (45) days of receiving notification of any termination. Any payment not received within forty-five days of the due date may be turned over to the Attorney General for collection as a delinquent claim, and the **Grantee** agrees to pay the **Department** all costs the **Department** incurs for delinquent collections by the Attorney General's office.

- XVII. The **Grantee** affirms to have read and understands Executive Order 2010-09S and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is provided as an attachment and also is available at the following website: (<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

The **Grantee** also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the **Grantee** or its **Subgrantees** under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States. If **Grantee** or any of its **Subgrantees** perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If **Grantee** or any of its **Subgrantees** perform any such services, **Grantee** shall immediately return to the State all funds paid for those services. The State may also recover from the **Grantee** all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the **Grantee** performing services outside the United States. The State may, at any time after the breach, terminate the Contract, upon written notice to the **Grantee**. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party. If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of One Hundred Percent (100%) plus costs of the value of the Contract. The State, in its sole discretion, may provide written notice to **Grantee** of a breach and permit the **Grantee** to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the **Grantee** any costs associated with acquiring those substitute services. Notwithstanding the State permitting a period of time to cure the breach or the **Grantee's** cure of the breach, the State does not waive any of its rights and remedies provided the State in this

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2011

Contract, including but not limited to recovery of funds paid for services the **Grantee** performed outside of the United States, costs associated with corrective action, or liquidated damages. The **Grantee** will not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

IN WITNESS WHEREOF, this Agreement is effective upon execution by the Director of the Ohio Department of Natural Resources, provided the Chief of the Division of Recycling & Litter Prevention and the **Grantee** have signed below, prior to the Director. The effective date of this Agreement is the date when the Director of the Ohio Department of Natural Resources signs this Agreement, or July 1, 2011, whichever date is later.

Grantee: Delaware County
Cooperating Enterprise: Ohio Mulch Supply, Inc.
(Not a party to this agreement)

Award: \$250,000.00

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Stapleton -Allowed Ms. Moffitt To Share A Follow-Up Concern At This Time Regarding Resolution No. 11-514; Concerns About Sewer Line And Possible Blasting Work Near The Lower Scioto Water Reclamation Facility After The Findings Of The Ohio Department Of Natural Resources KARST Map Showing Sink Holes In The Area

Commissioner Thompson
-On May 17th There Is A Central Committee Meeting
-On May 18th Will Be Attending The Senior Citizens Hall Of Fame Ceremony
-On May 19 Will Be Attending The Scioto Ridge "Leader In Me" Seminar

Commissioner O'Brien
-On Tuesday There Is A DKMM Policy Meeting; Reviewing Complying With 15 Years And Levels
-Last Week MORPC Meeting; Regional Development Plan Resolution; Concerns On How Areas That Already Have Developed Plans Would Be Incorporated Into A New Plan

Commissioner Stapleton
-More On The Regional Development Resolution; Delaware County Voted No-There Was A Cost At Over A Million Dollars And The Answer Was That Dues Would Be Increased, City Of Columbus Abstained
-Attended Ground Breaking Ceremonies
-An Orange Township Assisted Living Facilities
-Ohio Wesleyan

RESOLUTION NO. 11-516

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR IMMINENT LITIGATION AND TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES :

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn into Executive Session at 10:17AM.

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

RESOLUTION NO. 11-517

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn out of Executive Session at 11:30AM

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

There being no further business, the meeting adjourned.

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2011

Ken O'Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners