

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 6, 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. 11-582

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE
PROCEEDINGS FROM REGULAR MEETING HELD JUNE 2, 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 June 2, 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

PRESENTATION FAIR HOUSING PROGRAM
CHERYL STARON, OHIO REGIONAL DEVELOPMENT CORPORATION (ORDC)

RESOLUTION NO. 11-583

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW
CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS
CMAPR0603:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0603 and Purchase Orders as listed below:

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

RESOLUTION NO. 11-584

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Administrative Services Department is requesting that Mark Strohl and Robert Ferguson attend a CCAO County Dog Wardens Training Session in Columbus, Ohio June 8, 2011, at no cost to the county.

The Commissioners' Office is requesting that Commissioner Dennis Stapleton, Commissioner Ken O'Brien, Tim Hansley, Letha George and Jennifer Walraven attend the CCAO Summer Conference in Dublin, Ohio June 10, 2011, at the cost of \$375.00. (Fund Number 10011101).

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

RESOLUTION NO. 11-585

IN THE MATTER OF A LIQUOR LICENSE TRANSFER REQUEST FROM
RJBTPB PIZZA INC. DBA GIAMMARCOS PIZZA AND PASTA TO WELL
SEASONED KITCHENS LLC. DBA YABOS TACOS AND PATIO AND
FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO
OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Genoa Township Trustees that Well Seasoned Kitchens LLC. DBA Yabos Tacos and Patio has requested a transfer of the D1, D2 and D6 permits from RJBTPB Pizza INC. DBA Giammarcos Pizza and Pasta both located at same address of 7097 State Route 3 Genoa Township Westerville, Ohio 43082, and

Whereas, the Delaware County Board of Commissioners has found no reason to file an objection,

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

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

RESOLUTION NO. 11 - 586

IN THE MATTER OF ACCEPTING THE TREASURER'S REPORT FOR THE MONTH OF APRIL 2011:

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

(Copy 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 - 587

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR SHEFFIELD PARK SECTION 3, PHASE B, PART 3:

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

Whereas, M/I Homes of Central Ohio, LLC has submitted the Plat of Subdivision ("Plat") for Sheffield Park Section 3, Phase B, Part 3, including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Genoa Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on May 2, 2011; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on April 29, 2011; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on May 5, 2011; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on May 5, 2011; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on May 27, 2011;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Sheffield Park Section 3, Phase B, Part 3.

Sheffield Park Section 3, Phase B, Part 3

Situated In The State Of Ohio, County Of Delaware, Township Of Genoa. Farm Lot 4 (17.201 acres) and Farm Lot 14 (8.748 acres), Quarter Township 2, Township 3, Range 17 United States Military Lands, containing 25.949 acres of land, more or less, said 25.949 acres being part of those tracts of land conveyed to M/I Homes of Central Ohio, LLC by deed of record in Official Record 1031, Page 768, and Official Record 1031, Page 771, all being of record in the Recorder's Office, Delaware, County, Ohio. Cost \$87.00.

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

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RESOLUTION NO. 11 - 588

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR MCNAMARA PARK PHASE 1:

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

WHEREAS, on June 1, 2011 a Ditch Maintenance Petition for McNamara Park Phase 1 was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within the subdivision; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program;

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is ~~\$206,382.00~~ for the benefit of the property and its adjoining area. An annual maintenance fee equal to two percent (2%) of this basis (~~\$4,127.65~~) shall be collected for each developed lot. The basis for calculating the maintenance assessment shall be reviewed and subject to revision every six (6) years. The first year's assessment for all of the lots in the amount of ~~\$4,127.65~~ has been paid to Delaware County, receipt of which is hereby acknowledged.

Section 3. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

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

RESOLUTION NO. 11 - 589

IN THE MATTER OF APPROVING AN AMENDED DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR MEADOWS AT LEWS CENTER SECTION 1, PHASES A & B:

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

WHEREAS, on June 1, 2011 an amended Ditch Maintenance Petition for the Meadows at Lewis Center Section 1, Phases A & B was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within the subdivision; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to

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this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program;

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements being ~~\$815,259.00~~ for the benefit of a total of ~~sixty-one (61)~~ lots, the basis for calculating the assessment for each lot is, therefore, ~~\$13,364.90~~ per lot. An annual maintenance fee equal to two percent (2%) of this basis (~~\$267.30~~) shall be collected for each lot. The basis for calculating the maintenance assessment shall be reviewed and subject to revision every six (6) years. The first year's assessment for all of the lots in the amount of ~~\$8,820.90~~ has been paid to Delaware County, receipt of which is hereby acknowledged.

Section 3. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

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

RESOLUTION NO. 11 - 590

**IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES CONTRACT
BETWEEN
THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND ORCHARD,
HILTZ & MCCLIMENT, INC. (OHM) FOR A WORTHINGTON ROAD STUDY:**

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

Whereas, the County Engineer recommends approval of the contract with Orchard, Hiltz & McCliment, Inc. for a Worthington Road study;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract with Orchard, Hiltz & McCliment, Inc. for a Worthington Road study.

**PROFESSIONAL SERVICES CONTRACT
DEL- CR13 WORTHINGTON ROAD STUDY**

Section 1 – Parties to the Agreement

Agreement made and entered into this 6th day of June, 2011 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and the firm of Orchard, Hiltz & McCliment, Inc. (OHM), 600 Creekside Plaza, Gahanna, OH 43230 (“Consultant”).

Section 2 – Contract Administrator

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

Consultant agrees to furnish, unto the County, professional services in accordance with the Scope of Services dated March 23, 2011, and Price Proposal dated March 23, 2011, by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work promptly and in a skillfully competent manner under the direction of the Administrator and in accordance with accepted professional standards.

Section 4 – Compensation

Compensation for Work performed under this Agreement shall be in accordance with the Scope of Services and Price Proposal. The Base Fee shall be a Lump Sum not to exceed **One Hundred Eighty Six Thousand Thirty Nine Dollars (\$186,039.00)** in accordance with allowable

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costs and fees listed in the Consultant's aforementioned Price Proposal. Compensation shall constitute full payment for all labor, equipment and materials required to complete the required Work.

Section 5 – Payment

Compensation shall be paid periodically, but no more than once per month, and shall be based on the calculated percentage of work performed to date in accordance with the Consultant's Price Proposal. Invoices shall be submitted to the Administrator by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

Section 6 – Authorization to Proceed, Completion of Work, Delays and Extensions

The Consultant shall commence Work upon written authorization of the Administrator and shall complete the work no later than December 1, 2011. Consultant shall not proceed with Work on "If Authorized" tasks without written authorization from the Administrator. In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

Section 7 – Insurance

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

Section 8 – Indemnification

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

Section 9 – Suspension or Termination of Agreement

The County may suspend or terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Consultant ordering termination of Work. The Consultant shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Consultant shall 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

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subsequent modifications to this Agreement shall be approved by both parties.

Section 11 – Ownership of Engineering Documents

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents or electronic files produced under this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Change of Key Consultant Staff

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

Section 13 – Miscellaneous Terms & Conditions

- 13.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 13.2 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 13.3 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 13.4 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 13.5 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 13.6 **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 13.7 **Findings for Recovery:** Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.8 **Homeland Security:** Consultant certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Consultant agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and “No” being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.
- 13.9 **Non-Discrimination/Equal Opportunity:** Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

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

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

RESOLUTION NO. 11 - 591

**IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATES
AND SETTING THE BID DATES FOR THE PROJECT KNOWN AS DEL-
CR609 SAWMILL PARKWAY SIGNAL PROJECT:**

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

Whereas the County Engineer has prepared plans, specifications and estimates for the Improvement, and;

Whereas the County Engineer has estimated the construction cost of the Improvement to be \$251,000.00

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners that:

Section 1: The plans, specifications and estimates for the project known as DEL-CR609 SAWMILL PARKWAY SIGNAL PROJECT, are hereby approved, and;

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

**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 10:00am on June 28, 2011, at which time they will be publicly opened and read aloud, for the project known as Sawmill Parkway Signal Project, CR 609.

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 Sawmill Parkway Signal Project”. Bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost, and may be submitted with the Bid Proposal.

Copies of the plans and specifications must be obtained from the Delaware County Engineer’s Office, 50 Channing Street, Delaware, Ohio 43015. Cost for printed copies of each set of plans & specifications is \$20 and the cost is non-refundable. Plans and specifications may also be downloaded, free of charge, from the Delaware County Engineer’s website at www.co.delaware.oh.us/ebids. All bidders must register as a plan holder with the Delaware County Engineer’s Office in person or through the website.

The Owner requires that all work associated with the project be completed before October 31, 2011. The estimated commencement of work date is July 11, 2011.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4111 and the requirements of

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the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

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

Delaware Gazette Advertisement Dates: June 10, 2011 and June 17, 2011

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

RESOLUTION NO. 11 - 592

IN THE MATTER OF ACCEPTING AND AWARDING THE BID TO THE JANTON COMPANY FOR ITB #09- 01 JANITORIAL SUPPLIES FOR DELAWARE COUNTY:

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

WHEREAS, Delaware County received bids for janitorial supplies for Delaware County on May 9, 2011.
And;

WHEREAS, after carefully reviewing the bids received, the bid submitted by The Janton Company has been determined to be the lowest and best bid for janitorial supplies;

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, accept and award the bid submitted by The Janton Company for ITB #07-02 Janitorial Supplies for Delaware County.

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

RESOLUTION NO. 11 - 593

IN THE MATTER OF APPROVING A MAINTENANCE SERVICES AGREEMENT BETWEEN THE BOARD OF DELAWARE COUNTY COMMISSIONERS, THE DELAWARE COUNTY EMERGENCY SERVICES 9 - 1 - 1 CENTER AND STEPHEN CAMPBELL & ASSOCIATES INC. FOR THE RECORDING SYSTEM AND EQUIPMENT:

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

Whereas, the 911 Communications Director and the Public Safety Systems Administrator recommend approval of the following maintenance services agreement;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following maintenance services agreement with Stephen Campbell & Associates for the recording system and equipments;

GUARANTEED MAINTENANCE SERVICE AGREEMENT

1. Stephen Campbell & Associates, Inc. will maintain for Delaware County, Ohio (the "County"), the equipment covered, as indicated in this Agreement, in efficient operating condition on a year-to-year basis, provided that this equipment is placed under this Agreement within one year from date of original purchase and the Agreement is continued in force without lapse, and is non-transferable.
2. Equipment placed under this Guaranteed Maintenance Service (GMS) Agreement more than one year after date of original sale is subject to inspection by Stephen Campbell & Associates, Inc. or its authorized service dealer representative, to determine that the equipment is in good operating condition. If the equipment is not in such condition, the County will be charged a separate charge for any necessary overhauling or rebuilding of such equipment.
3. All parts necessary as replacement parts will be furnished without charge with the exception of media, connectors, cables, or special accessories. The GMS Agreement excludes fire, theft, water damage, accidents, abuse, power line fluctuations, acts of God, or repairs by unauthorized personnel, or any other cause not due to fault of CyberTech or Dynamic Instruments.
4. Guaranteed Maintenance Service coverage includes: All parts, labor charges, travel charges, and necessary shop repairs. It does not include moves, adds, and changes.

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5. Response time for emergency conditions will be within twenty-four (24) hours from the time that the authorized service agent receives the call. Emergencies are defined as the inability to record incoming calls. Non-emergency response time may extend to the next business day--8:00 a.m. to 5:00 p.m.
6. Stephen Campbell & Associates, Inc.'s responsibility with respect to the GMS Agreement is limited to theCyberTechor Dynamic Instrument equipment covered and does not cover the telephone company's trunks and circuits, or any outside manufacturers.
7. The County shall allow employees of Stephen Campbell & Associates, Inc. and representatives of Stephen Campbell & Associates, Inc. access, as needed, to premises and facilities where the equipment is to be maintained at all hours consistent with the requirements of this Agreement.
8. Any maintenance or service work performed on the equipment by anyone other than an authorized agent of Stephen Campbell & Associates, Inc. during the period of this Agreement without consent of Stephen Campbell & Associates, Inc. shall render this Agreement null and void
9. This Agreement is for the contract period set forth below, and can be renewed at the annual renewal date. If applicable, the customer agrees to pay any sales tax or other tax imposed with respect to this Agreement.
10. Stephen Campbell & Associates, Inc. is not responsible for loss of business to the County caused by the equipment failure. If the foregoing disclaimers are contrary to applicable law or otherwise are held by a court of competent jurisdiction to be ineffective, CyberTech's, Dynamic Instruments' and Stephen Campbell & Associates Inc.'s liability, if any, for damages shall not exceed the end user's purchase price for the product(s) or part(s) in question.
11. Notwithstanding any other provision of this Agreement, Stephen Campbell & Associates, Inc. agrees to indemnify and hold harmless the County, its officers, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the Stephen Campbell & Associates, Inc., any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

CUSTOMER: * Delaware County E-911

ADDRESS: * 10 Court Street

* Delaware, OH 43015

EQUIPMENT	CONTRACT PERIOD	AMOUNT
CyberTech Pro 48-Analog, 16-VoIP Recording System, and HP 5U Server, Screen Capture Server, 800 Trunking, ANI/ALI CDR and IRP Support	7-1-2011 thru 6-30-2012	\$6,900.00
Dynamic Instruments Reliant II 24-Digital Recording System	9-1-2011 thru 6-30-2012	\$2,250.00
	TOTAL:	\$9,150.00

Further Be It Resolved, that the Board of Delaware County Commissioners approve the following purchase order:

PR Number	Vendor Name	Line Desc	Line Account	Amount	Line
R1104609	STEPHEN CAMPBELL & ASSOC INC	2011 MAINTENANCE CONTRACT ON 911 RECORDER	21411306 - 5325	\$9,150.00	0001

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

RESOLUTION NO. 11 - 594

IN THE MATTER OF APPROVING A SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND INDOOR WIRELESS INC. FOR THE JUVENILE COURT BI - DIRECTIONAL ANTENNA:

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

Whereas, the 911 Communications Director and the Public Safety Systems Administrator recommend approval of the following services contract;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following

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services contract with Indoor Wireless Inc.

**SERVICES CONTRACT
JUVENILE COURT BI - DIRECTIONAL ANTENNA**

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 6th day of June, 2011 by and between the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Indoor Wireless, Inc., 13602 Main Street, P.O. Box 408, Grabill, Indiana 46741 (“Contractor”).

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Administrator as Administrator and 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)

Contractor agrees to furnish, unto the County, the equipment and installation services in accordance with the Proposal dated May 11, 2011, attached as Exhibit A and, by this reference, fully incorporated herein. Contractor further agrees to perform the Work promptly and in a skillful and competent manner under the direction of the Administrator and in accordance with accepted professional standards.

Section 4 – Compensation

Compensation for Work performed under this Agreement shall be in accordance with the Proposal. The Fee shall be a total sum not to exceed **Fourteen Thousand Three Hundred Eight Dollars and Forty-Five Cents (\$14,308.45)**. Compensation shall constitute full payment for all labor, equipment and materials required to complete the required Work.

Section 5 – Payment

The County shall pay a down payment of **Seven Thousand One Hundred Fifty-Four Dollars and Twenty-Three Cents (\$7,154.23)**, due ten (10) days after this Agreement has been executed by both Parties. The remaining balance shall be paid on properly submitted and improved invoices. Invoices shall be submitted to the Administrator by the Contractor on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

Section 6 – Authorization to Proceed, Completion of Work, Delays and Extensions

The Contractor shall commence Work upon written authorization of the Administrator and shall complete the work no later than two weeks after receipt of the written authorization. In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

Section 7 – Insurance

- 7.1 **General Liability Coverage:** Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 **Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 **Workers’ Compensation Coverage:** Contractor shall maintain workers’ compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 **Additional Insureds:** The Delaware County Board of Commissioners shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 7.5 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Indemnification

The Contractor shall indemnify and hold free and harmless the County and its employees from any and all damages,

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injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

Section 9 – Suspension or Termination of Agreement

The County may suspend or terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Contractor ordering termination of Work. The Contractor shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Contractor shall 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 only be made upon approval by both parties in writing.

Section 11 – Miscellaneous Terms & Conditions

- 11.1 **Prohibited Interests:** Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 11.2 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 11.3 **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.
- 11.4 **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.
- 11.5 **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.
- 11.6 **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.
- 11.7 **Findings for Recovery:** Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 11.8 **Homeland Security:** Contractor certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Contractor agrees to make such certification by completing the declaration of material assistance/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.
- 11.9 **Non-Discrimination/Equal Opportunity:** Contractor hereby certifies that it is, and for the life of this Agreement shall remain, in compliance with all applicable State, Federal, and Local laws, rules, regulations, and resolutions regarding non-discrimination and equal opportunity employment.

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11.10 Campaign Finance: Contractor hereby certifies that all applicable persons are in compliance with section 3517.13(J)(3) of the Revised Code.

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

RESOLUTION NO. 11 - 595

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS; THE DEPARTMENT OF JOB AND FAMILY SERVICES AND THE JRS GROUP, LTD. FOR ORGANIZATIONAL LEADERSHIP DEVELOPMENT SERVICES:

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

FIRST AMENDMENT TO CONTRACT FOR ORGANIZATIONAL LEADERSHIP DEVELOPMENT SERVICES

This First Amendment of the Contract For Organizational Leadership Development Services ("First Amendment") is entered into this 6th day of June, 2011 by and between the Delaware County Board of County Commissioners (hereinafter, "Board") located at 101 North Sandusky Street, Delaware, Ohio 43015, Delaware County Department of Job and Family Services (hereinafter "DCJFS") located at 140 North Sandusky Street, Delaware, Ohio 43015, and The JRS Group, LTD. (hereinafter, "Contractor"), whose principal place of business is located at 6405 Lake Trail Drive, Westerville, Ohio 43082 (hereinafter individually "Party" and collectively "Parties").

WHEREAS, the Parties entered into the Contract For Organizational Leadership Development Services (hereinafter "Contract") dated January 6, 2011; and,

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

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:

- A. The term of this contract shall be extended for an additional 3 months, inclusive of April 1, 2011 through June 30, 2011.
- B. The total amount of this contract is increased from \$8325.00 to \$12,210.00.

2. Signatures

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

3. Conflicts

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

4. Terms of Contract Unchanged

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

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

RESOLUTION NO. 11 - 596

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

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

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

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following

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contracts with child placement providers:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Beechbrook 3737 Lander Road Cleveland, Ohio 44124 BEECHBROOK \$ 5,000	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
Cornell Abraxas 2840 Liberty Avenue Pittsburgh, PA 15222 CORNELL ABRAXAS \$ 25,000	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
Pomegranate 157 East Lawn Avenue St. Clairsville, Ohio 43950 POMEGRANATE \$ 50,000	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
Starr Commonwealth 301 Obetz Road Columbus, Ohio 43207 STARR COMMONWEALTH \$ 200,000	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
House Of New Hope 8135 Mt. Vernon Road St. Louisville, Ohio 43071 HOUSE OF NEW HOPE \$ 150,000	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
Fairfield Academy	A. Maintenance B. Administration

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7860 Pleasantville Road Thornville, Ohio 43076 FAIRFIELD ACADEMY \$35,000	C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
National Youth Advocate 1801 Watermark drive Columbus, Ohio 43215 NATIONAL YOUTH \$10,000	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
Life Start 142 North High Street Gahanna, Ohio 43230 LIFE START \$31,800	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
Adriel School P. O. Box 188 West Liberty, Ohio 43357 ADRIEL SCHOOL \$50,000	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
Village Network P. O. Box 518 Smithville, Ohio 44677 VILLAGE NETWORK \$650,000	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
Sojourners P. O. Box 312 Marthur, Ohio 45651 SOJOURNERS	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

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\$ 55,000	
Youth Advocate Svcs 825 Grandview Avenue Columbus, Ohio 43215 YOUTH ADVOCATE SVCS. \$ 75,000	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
Tri - state Academy 7130 County Road 121 P. O. Box 47 Chesterville, Ohio 43317 TRISTATE ACADEMY \$ 100,000	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
Christian Children's Home 2685 Armstrong Road P. O. Box 765 Wooster, Ohio 44691 CHRISTIAN CHILDREN'S \$ 65,000	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
United Methodist Children's Home 1033 High Street Worthington, Ohio 43085 UNITED METHODIST \$ 75,000	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
Advantage Adoption 43 E. 4th Street Mansfield, Ohio 44902 ADVANTAGE ADOPTION \$ 265,000	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
Via Quest 525 Metro Place North Dublin, Ohio 43017	A. Maintenance B. Administration C. Case Management

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V I A Q U E S T \$ 1 5 , 0 0 0	D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
K i d s C o u n t T o o 1 6 1 6 E . W o o s t e r S t r e e t U n i t # 3 B o w l i n g G r e e n , O h i o 4 3 4 0 2 K I D S C O U N T T O O \$ 4 0 , 0 0 0	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

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

CONTRACT FOR THE PROVISION OF CHILD PLACEMENT
AND RELATED SERVICES

This Contract for the Provision of Child Placement and Related Services (hereinafter “Contract”) is entered into by and between the Delaware County, Ohio Board of County Commissioners (hereinafter “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, and Provider:(hereinafter “Provider”) whose address is: Street/Mailing Address: City: State: Zip Code: (hereinafter collectively the “Parties.)

PURPOSE

This purpose of this Contract is to set forth the terms and conditions between the Parties for the provision of placement and related services for children who are in the care and custody of the Agency.

RECITALS

WHEREAS, the Agency is responsible under Chapter 5153 of the Ohio Revised Code (ORC) for the custody and care of, and protective services for, dependent, neglected and abused children; and,

WHEREAS, the Agency is authorized under Chapter 5153 of the Ohio Revised Code to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization incorporated under the laws of the State of Ohio or other state; and is licensed, certified or approved to provide placement and related services to children in accordance with Ohio laws or the state where the placement facility or foster home is located,

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

ARTICLE I
DEFINITIONS GOVERNING THIS CONTRACT

The following definitions shall govern this Contract:

- A. **IV-E Allowable Costs for Public Agencies** means those costs as specified in accordance with the Office of Management and Budget (OMB) Circular A-87. Cost Principles for State, Local and Indian Tribal Governments.
- B. **IV-E Unallowable Costs for Public Agencies** means those costs as specified in accordance with the Office of Management and Budget (OMB) Circular A-87. Cost Principles for State, Local and Indian Tribal Governments.

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- C. **IV-E Allowable Costs for Private For-Profit and Private Non-Profit Providers** means those costs as specified in accordance with the Office of Management and Budget (OMB) Circular A-122. Cost Principles for Non-Profit Organizations.
- D. **IV-E Unallowable Costs for Private For-Profit and Private Non-Profit Providers** means those costs as specified in accordance with the Office of Management and Budget (OMB) Circular A-122. Cost Principles for Non-Profit Organizations.
- E. **C.F.R.** means Code of Federal Regulations.
- F. **Administration Costs** means those costs as specified in Ohio Administrative Rule 5101:2-47-02.
- G. **Maintenance Costs** means those costs as specified in Ohio Administrative Rule 5101:2-47-02.
- H. **Purchased Foster Case** means foster home, family foster home, specialized foster home, medically fragile foster home, and treatment foster home as defined in Ohio Administrative Code Rule 5101:2-1-01.
- I. **Group, Residential and Institutional Foster Care** means children's residential centers, group homes, and residential parenting facilities as defined in Ohio Administrative Code 5101:2-1-01 and maternity home as defined in Ohio Administrative Code Rule 3701-7-07.
- J. **Foster Home** means a licensed private residence in which a child or children are received apart from its or their parents, guardian, or legal custodian, by an individual reimbursed for providing the child or children non-secure care, supervision, or training twenty-four (24) hours a day seven (7) days a week. Foster Home does not include care provided for a child or children in the home of a person other than the child's or childrens' parent, guardian, or legal custodian while the parent, guardian, or legal custodian is temporarily away. (1) Family Foster Homes, (2) Preadoptive Infant Foster Homes and (3) Specialized Foster Homes are types of Foster Homes.
- K. **Family Foster Home** means a foster home that is not a Specialized Foster Home.
- L. **Specialized Foster Home** means a Medically Fragile Foster Home or a Treatment Foster Home.
 - (1) **Medically Fragile Foster Home** means a Foster Home that provides specialized medical services designed to meet the needs of children with intensive health care needs who meet all of the following criteria:
 - (a) Under rules adopted by the Ohio Department of Job and Family Services (ODJFS) governing payment under Ohio Revised Code Chapter 5111 for long-term care services, the child or children require a skilled level of care;
 - (b) The child or children require the services of a doctor of medicine or osteopathic medicine at least once a week due to the instability of their medical conditions;
 - (c) The child or children require the services of a registered nurse on a daily basis;
 - (d) The children are at risk of institutionalization in a hospital, skilled nursing facility, or intermediate care facility for the mentally retarded.
 - (2) **Treatment Foster Home** means a Foster Home that incorporates special rehabilitative services designed to treat the specific needs of the child or children received in the Foster Home and that receives and cares for children who are emotionally or behaviorally disturbed, chemically dependent, mentally retarded, or developmentally disabled, or who otherwise have exceptional needs.
 - (3) **Treatment Foster Caregiver** means a person who has been specifically trained and certified pursuant to Rules 5101:2-5-20 to 5101:2-5-35 and 5101:2-7-02 to 5101:2-7-16 of the Ohio Administrative Code to provide treatment to children with special or exceptional needs placed in the Treatment Foster Home.
- M. **Generally Accepted Accounting Principles** has the meaning specified in generally accepted auditing standards issued by the American Institute of Certified Public Accountants (AICPA).
- N. **Government Auditing Standards** means generally accepted government auditing standards issued by the Comptroller General of the United States.
- O. **Office of Management and Budget (OMB) Circular A-110.** Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit

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Organizations. This Circular sets forth standards for obtaining consistency and uniformity among Federal agencies in the administration of grants to and agreements with institutions of higher education, hospitals and other non-profit organizations.

- P. Office of Management and Budget (OMB) Circular A-122. Cost Principles for Non-Profit Organizations.*
- Q. Office of Management and Budget (OMB) Circular A-87. Cost Principles for State, Local and Indian Tribal Governments.*

**ARTICLE II
SCOPE OF PLACEMENT SERVICES**

Provider agrees to provide placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Agency, a Title IV-E Agency, as consistent with this Contract, all current state and federal laws, all current federal and state regulations, all regulations and requirements relative to the Provider's license, accreditation, and/or certification, and all Agency policies and procedures.

**ARTICLE III
TERM OF CONTRACT**

This Contract is in effect from: July 1, 2011 through June 30, 2012 unless this Contract is suspended or terminated pursuant to ARTICLE V prior to the contractual termination date set forth herein above.

**ARTICLE IV
REIMBURSEMENT FOR PLACEMENT AND RELATED SERVICES**

- A. In exchange for services satisfactorily provided as set forth herein, the Agency shall reimburse the Provider as provided herein.*
- B. The maximum amount payable pursuant to this Contract is: for __Dollars and __cents.*

It is understood by the Parties that the actual amount paid may be less, based upon services provided and reports received.
- C. Notwithstanding Section A of this Article, the Agency agrees to pay Provider on the basis of a daily per diem for the duration of the child's placement. The amount of the daily per diem is as identified and agreed upon in each child's Individual Child Care Agreement (ICCA).*
- D. The Agency agrees to pay for all physical, optical, dental, and behavioral health care services, not covered by Medicaid or other third party payer, as specified on the ICCA.*
- E. Any changes in the daily per diem amount require prior approval and agreement of the Agency.*
 - 1) Agency may request a change in the daily per diem. Requests from the Agency for a change to the amount of the daily per diem require a response by the Provider within fifteen (15) days of receiving the request. The amount of the daily per diem for placement shall include, at a minimum, costs for clothing, allowances, incidentals, over-the-counter medications, and transportation. The Provider shall disclose all services covered by the daily per diem.*
 - 2) Provider shall provide the Agency with a sixty (60) day written notice of changes in per diem. Failure to provide the sixty (60) day notice will result in continued payment of the current per diem until sixty (60) days has lapsed.*
- F. The Agency will pay for the first day that the child is in placement regardless of the number of hours associated with that day. Agency will not pay for the last day that the child is in placement regardless of the number of hours associated with that day.*
- G. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency agrees to pay the Provider the per diem for up to seven (7) days when the child is temporarily absent from the direct care of the Provider. If there is no plan to return the child to the placement with the Provider, the Agency will stop paying the per diem on the day the child leaves the Provider's care and/or custody. The Agency may pay the Provider for an extended period of days based on a written agreement negotiated between the Agency and the Provider. The Agency will be ineligible for reimbursement for any payment made on behalf of a child temporarily absent from the direct care of the Provider.*

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- H. *The Provider will submit to the Agency on a monthly basis, a detailed invoice for placement and services specifically delivered on behalf of the child. All invoices shall include the following information:*
1. *Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E provider number, if applicable, and Medicaid provider number, if applicable.*
 2. *Billing date and the billing period;*
 3. *Name of the child, date of birth of the child, and the child's identification number as supplied by the Title IV-E Agency;*
 4. *Admission date and discharge date, if available;*
 5. *Agreed upon daily per diem for the following:*
 - a. *Maintenance*
 - b. *Administration*
 - c. *Other Direct Services*
 - d. *Other costs - (any other cost the Agency has agreed to participate in)*
 6. *The daily per diem associated with the following (if applicable and agreeable to the Provider and Agency):*
 - a. *Case Management; allowable administration cost;*
 - b. *Transportation; allowable administration cost;*
 - c. *Other Direct Services; allowable maintenance cost;*
 - d. *Behavioral Health Care; non-reimbursable cost;*
 - e. *Other Costs – (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.*
- I. *All costs associated with care of the child and for which reimbursement is expected from the Agency shall be included in the per diem.*
- J. *Subject to the provisions of ORC Sections 307.01, 329.02 and 2151.01, which shall at all times govern this Contract, Agency represents:*
1. *that it has adequate funds to meet its obligations under this Contract;*
 2. *that it intends to maintain this Contract for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and,*
 3. *that it will use its best efforts to obtain the appropriation of any necessary funds during the term of this Contract.*

It is understood by Provider that availability of funds is contingent on appropriations made by the County, State and Federal government.

**ARTICLE V
TERMINATION, BREACH AND DEFAULT**

- A. *This Contract may be terminated in advance of its specified term by either the Agency or the Provider upon written notification given thirty (30) calendar days in advance of termination sent by certified mail, return receipt requested, to the address of the terminated party shown in Article XIV or at such other address as may hereinafter be specified in writing. All monies due the Provider from the Agency will be paid at the time of any such termination.*
- B. *Upon receipt of notice termination pursuant to paragraph A of this Article, the provider and Agency agree that they will work in the best interests of the child or children placed with the Provider to secure alternative placements for all children affected by the termination. Under no circumstances shall placements of any child with the Provider continue beyond the effective termination date (discharge date of last child).*
- C. *Notwithstanding paragraph A of this Article, the Agency may terminate this Contract immediately upon delivery of written notice to the Provider if there is a breach by the Provider of any of the provisions embodied in this Contract, if the Agency discovers any illegal or any other conduct on the part of Provider involving the health, safety or welfare of the child, if there is any violation of ARTICLE XI of the Contract, or there is a loss of funding as set forth in ARTICLE IV.*
- D. *Provider, upon receipt of notice of termination, agrees that it will cease work on the terminated activities under this Contract, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of receipt of notice of termination describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require.*

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- E. *In the event of termination under this ARTICLE V, both Provider and Agency shall use all good faith efforts to minimize adverse affect on the child by the loss of the Contract. At all times the best interest of the children shall guide the parties' actions.*
- F. *In the event of termination under this ARTICLE V, the Provider will be entitled to reimbursement, upon submission of a proper invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in ARTICLE IV. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider subsequent to the date of receipt of notice of termination.*
- G. *Upon breach or default of any of the provisions, obligations or duties embodied in this Contract, the parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and the parties retain the right to exercise all remedies hereinabove mentioned.*
- H. *If the Agency or Provider fails to perform an obligation or obligations under this Contract and thereafter such failure(s) is (are) waived by the other party, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by the Agency is not effective unless it is in writing signed by the Agency director or designee.*

**ARTICLE VI
PROVIDER RESPONSIBILITIES**

- A. *Provider certifies that all services provided under this contract will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color or national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color or national origin of the adoptive or foster parent or of the child involved.*
- B. *Provider agrees to participate with Agency in the development and implementation of the case plan for the child in placement with the Provider. The Agency shall provide a copy of the case plan to the Provider within thirty (30) days of placement or within a reasonable time thereafter as agreed to by the parties. Agency shall provide a copy of the Individual Child Care Agreement (ICCA) within five (5) days of placement.*
- C. *Provider agrees that it will not permit funds to be paid or committed to be paid to any corporation, firm, association or business in which any of the members of the governing body of the agency, the executive personnel or their immediate families have any direct or indirect financial interest, or in which any of these persons serves as an officer or employee; unless the services or goods involved are provided at a competitive cost and under terms favorable to the Provider. The Provider shall make written disclosure, in the minutes of the board, of any and all financial transactions of the Provider in which a member of the board of his/her immediate family is involved. Provider agrees to adhere to the requirements of rule 5101:2-47-26.1 of the Ohio Administrative Code as it relates to this provision.*
- D. *Provider agrees to submit a monthly invoice for services delivered to the Agency within fifteen (15) calendar days following the end of the month in which services were provided.*
- E. *Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Administrator for each child no later than the fifteenth (15th) day of each month. The progress report will be based on the child's ICCA and case plan and should include documentation of services provided to the child (visits to the child, counseling outcomes, etc.). Failure to submit the progress report will result in a delay of payment until such time that the Provider comes into compliance.*
- F. *Provider agrees that child will not be moved to another foster home or other out-of-home care setting within the Provider's network without prior notification to the Agency, except in an emergency situation. In such cases, notification must occur within twenty-four (24) hours or the next business day to the designated Agency emergency contact (e.g., county hotline).*
- G. *Provider also agrees to notify the Agency, when and if any of the following safety conditions exists:*
 - 1) *the child is absent without leave (AWOL),*
 - 2) *the child received emergency treatment from a medical professional,*
 - 3) *the child is involved in a critical incident,*
 - 4) *the child is a victim or perpetrator of an assault,*
 - 5) *the child's medication has changed,*
 - 6) *the child is suspended or expelled from school,*

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- 7) the filing of any law enforcement report involving the child, or
- 8) when physical restraint is used/applied.

The Provider will contact the Agency at the time of the incident by contacting the emergency contact for the Agency (e.g., county hotline). The Provider will also provide a written incident report to the Agency within twenty-four (24) hours of the incident. Failure to provide incident reports will result in delay of payment. The Agency reserves the right to move a child at risk without notice. The Agency will not be responsible for the per diem for that day of removal or beyond.

- H. *Provider agrees to submit each child's assessment and treatment plans as completed, but not later than the thirtieth (30th) day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community based-school or vocational/job skills training, community service activities, monitoring and supporting community adjustment as specified in the ICCA.*
- I. *Provider agrees to participate in joint planning with the Agency regarding modification to the case plan.*
- J. *Provider agrees that while Provider may have input into the development of the child's case plan services and the ICCA, any and all disputes regarding services or placement shall be resolved through mutual agreement and modification to the ICCA. Provider agrees that Agency is the final authority.*
- K. *Provider agrees to provide a minimum of thirty (30) days notice to the Agency for each child who is being terminated from substitute care and to submit a discharge summary within twenty (20) days following discharge.*
- L. *Provider will submit monthly detailed documentation on progress, activities, visitation, etc. to the Agency to the attention of the Children Services Administrator.*
- M. *Provider agrees to provide contact between the child and foster parent(s) (caretaker) on a weekly basis. Weekly contact shall consist of at least a minimum of two (2) face-to-face contacts per month in the child's placement.*
- N. *The foster parents(s) (caregiver) shall prepare and keep a current written record of behavior and progress of the child towards achieving the treatment goals as identified in the treatment plan and submit such written record to the Agency along with the monthly progress report.*
- O. *Provider agrees to provide the Agency with copies of foster home licenses at the time of placement and recertification. Provider also agrees to notify Agency with twenty-four (24) hours of any change in the status of a foster home. Provider agrees to provide a copy of foster parent home studies upon request.*
- P. *Provider agrees to transfer copies of the child's records to the Agency within forty-eight (48) hours of request.*
- Q. *Provider shall provide Agency with a breakdown and description of each level of care and the responsibilities of the Provider and substitute care setting.*
- R. *Provider shall notify the Agency prior to placing a child in respite care. Notification will include such information as name, address, and phone number of the respite provider.*
- S. *If the plan determined by the Agency is to return the child to placement with the Provider, the Provider agrees to continue the per diem for a child that is absent without leave for seven (7) days. If there is no plan to return the child to the placement with the Provider, the per diem shall cease to be provided on the day the child leaves the Provider's care and/or custody.*
- T. *Provider agrees to provide additional services as agreed to and specified in the ICCA (case plan) (e.g., transportation of children for routine services, including, but not limited to, court hearings, visitations, family visits, medical appointments, school, therapy, recreational activities).*
- U. *Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider Network.*
- V. *Provider agrees to notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty five (45) days prior to the occurrence.*

**ARTICLE VII
INDEMNIFICATION AND INSURANCE**

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- A. *To the fullest extent of the law and without limitation, Provider, agrees to indemnify and hold free and harmless the Agency, the Board, 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 Provider's performance of this Contract or the Provider's actions or omissions including, but not limited to, the performance, actions or omissions of any of the Provider's boards, officers, officials, employees, volunteers, agents, servants and representatives. Provider agrees that in the event of or should any such actions, claims, suits or demands be brought against the Indemnified Parties that Provider shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. Provider, further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that Provider, shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney fees.*
- B. *Provider shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including, but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts 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 provider or the Provider's boards, officers, officials, employees, volunteers, agents, servants and representatives.*

Provider shall provide insurance as follows:

- C. *Provider 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 from the performance of or operations under this Contract or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.*

Prior to commencement of this Contract, the Provider shall present to the Agency current certificates of insurance, and shall maintain such insurance during and throughout the term of this Contract. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

1. *Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed.*
 2. *Commercial General Liability Insurance with coverage in an amount equal to and covering all sums which the Provider may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of or at least one million dollars (\$1,000,000.00) coverage per occurrence with an annual aggregate of at least two million dollars (\$2,000,000.00), including coverage for subcontractors, if any are used, covering any and all work performed under this contract.*
 3. *Umbrella or Excess Liability Insurance (over and above Commercial General Liability) with coverage in an amount equal to and covering all sums which Provider may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of at least two million dollars (\$2,000,000.00) of coverage.*
 4. *Auto/Vehicle Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work required under this Contract and/or used in providing services or otherwise for the Agency, the Delaware County Board of County Commissioners, Delaware County, or its various departments, with coverage in an amount equal to that required by law and covering all sums which Provider may or shall become legally obligated to pay as damages, but in an amount providing for minimum coverage of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars (\$100,000.00) per accident for property damage or more as may be required for particular vehicles or particular uses of vehicles as required by applicable law.*
- D. *The Agency, the Board, and Delaware County, Ohio must be named as "Additional Insured" on the policies listed in paragraphs 2, 3, and 4 above.*

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- E. *The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.*
- F. *All insurance shall be written by insurance companies licensed to do business in the State of Ohio.*
- G. *The Provider's insurance coverage shall be primary insurance as respects the Indemnified Parties and any insurance maintained by the Indemnified Parties shall be excess to the Provider's Insurance and shall not contribute to it.*
- H. *The insurer shall provide thirty (30) days written notice to the Agency before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.*
- I. *If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the Agency within seven (7) calendar days of change.*
- J. *During the life of the Contract, the Agency may require Provider to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate of insurance within seven (7) calendar days of the request may be considered as default.*
- K. *In addition to the rights and protections provided by the insurance policies as required above, the Agency, the Board, and Delaware County shall retain any and all such other and further rights and remedies as are available at law or in equity.*

**ARTICLE VIII
AGENCY RESPONSIBILITIES**

- A. *Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color or national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color or national origin of the adoptive or foster parent or of the child involved.*
- B. *Agency shall provide a copy of the case plan to the Provider within thirty (30) days of placement or within a reasonable time thereafter as agreed to by the parties. The Agency also agrees to provide a copy of each child's social history, medical history, and Medicaid card within thirty (30) calendar days of the first day of placement for new cases and with thirty (30) calendar days for an existing placement.*
- C. *Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that treatment decisions must be supported by licensed clinical staff. The Agency acknowledges that its disagreement with a treatment decision of the Provider may result in notice to the Agency of the termination of the placement of that child.*
- D. *Agency agrees to participate in periodic meetings (at least quarterly) with each child's treatment team for case treatment plan development, review and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency. The Agency acknowledges that its disagreement with a treatment decision of the Provider may result in notice to the Agency of termination of the placement for that child.*
- E. *Agency agrees to arrange for the transfer of each child's school records to the child's new school within ten (10) calendar days. The Agency will notify the Provider of any known issues with the sending school that may delay the child's enrollment or transfer of records or issues concerning recovery of tuition costs by the receiving school. The Agency will work with the Provider, sending school, and receiving school to resolve those issues. The Agency has the final responsibility to obtain the child's school records and to cause tuition to be paid to the receiving school. The Agency agrees to provide the Provider with a journal entry from the court specifying the school district responsible for the educational costs of each child placed with the Provider.*
- F. *The Agency agrees to invite the Provider to attend all meetings to develop, amend, or modify the case plan. The Agency agrees to notify the Provider of all such meetings not less than seven (7) days in advance of the meeting.*
- G. *Agency agrees to review each of the Provider's invoices for completeness before making reimbursement.*

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- H. *The Agency agrees to pay the Provider for all services agreed to in the Individual Child Care Agreement (ICCA) and included on any undisputed invoice received. Payment on any undisputed invoice received within the time frame specified by the Agency shall be made within forty-five (45) days of receipt of the invoice by the Agency. Failure of the Agency to comply with the prompt payment requirement will be part of the grievance process.*
 - I. *Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.*

**ARTICLE IX
PROVIDER ASSURANCES AND CERTIFICATIONS**

- A. *Provider certifies that all services provided under this contract will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color or national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color or national origin of the adoptive or foster parent or of the child involved.*
- B. *Provider certifies compliance with Ohio Revised Code, Section 2151.86 concerning criminal records check.*
- C. *Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.*
- D. *Provider certifies compliance with 45 C.F.R. Part 80, Nondiscrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.*
- E. *Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.*
- F. *Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.*
- G. *Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.*
- H. *Provider certifies compliance with all local, state and Federal laws prohibiting discrimination.*
- I. *Provider certifies and warrants that Provider has obtained and maintains current all approvals, licenses, certifications, and/or other qualifications (collectively "Licenses") necessary to perform all the services required of Provider by this Contract and to conduct business in the state of Ohio. Provider further certifies and warrants that all such Licenses are operative and current and have not been revoked or are not currently suspended for any reason.*
- J. *Provider certifies that prior to the signing of this Contract it will provide to the Agency a copy of its license(s), certification(s), accreditation(s), or a letter from the issuer extending an expiring license, certification, or accreditation.*
- K. *Provider certifies that it will seek to maintain its license(s), certification(s), and/or accreditation(s), and that upon receipt of the renewal of its license(s), certification(s), and/or accreditation(s) or upon receipt of a letter from the issuer extending an expiring license, certification, or accreditation, a copy of all such license(s), certification(s), and/or accreditation(s) will be provided to the Agency within five (5) business days or receiving the renewed license, certification, or accreditation or letter of extension.*
- L. *Provider certifies that it will notify the Agency within twenty-four (24) hours if it receives any status other than full licensure, certification and/or accreditation.*
- M. *Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, sexual orientation, gender identification, disability or age.*

**ARTICLE X
RECORDS RETENTION REQUIREMENTS**

- A. *Provider agrees that all records related to this Contract, including but not limited to, documents, writings, subcontracts, invoices, records of costs, records of work performed, supporting documentation for invoices, copies of deliverables, receipts, payrolls, personnel records, client records, reports, financial records, census records, documentation of legal compliance with Ohio Administrative Code*

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Rules, and all other information, data, or documentation relating to any and all matters covered by this Contract, produced by, used by, received by, or possessed by the Provider shall be retained, accessible, and treated according to the following terms:

- (1) *All records referred to in Article X, Section A shall be retained and maintained by the Provider for a minimum of three (3) years after reimbursement for services rendered under this Contract.*
 - (2) *If an audit, litigation, or other action is initiated during the time period of this Contract or during the period of time comprising three (3) years after reimbursement for services rendered under this Contract, the Provider shall retain and maintain all records referred to in Article X, Section A, until the audit, litigation, or action is concluded and all issues are resolved or until the period of time comprising three (3) years after reimbursement for services rendered under this Contract has expired, whichever is later.*
 - (3) *Within a reasonable period of time not to exceed sixty (60) days, all records referred to in Article X, Section A shall be made available for inspection and/or audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecuting Attorney, ODJFS, the Auditor of the State of Ohio, the Inspector General of Ohio, and/or any other duly authorized law enforcement officials) and the United State Department of Health and Human Services.*
 - (4) *Provider shall assure that all records referred to in Article X, Section A that are related to this Contract and held by third parties are retained and maintained for the same periods of time and are accessible and treated in the same manner as those held by the Provider and as provided in Article X, Section A.*
 - (5) *Provider shall not destroy and shall ensure that no third party destroys and of the records referred to in Article X, Section A without the prior written consent of the agency Director.*
- B. Provider agrees that, without prior permission of the Agency, it will not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein, Provider further agrees to maintain the confidentiality of all children and families served. No information on children served will be released for research or other publication without the express written consent of the Agency Director.*
- C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles.*
- D. Provider agrees that each financial transaction shall be fully supported by appropriate documentation. Provider further agrees that such documentation shall be available for examination within a reasonable period of time, but not later than sixty (60) days, after a written request has been made.*

**ARTICLE XI
INDEPENDENT CONTRACTOR**

- A. Provider agrees that it shall act in performance of this Contract as an independent contractor.*
- B. Provider and the Agency agree 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 Contract.*
- C. Provider agrees that, as an independent contractor, Provider assumes all responsibility for any federal state, municipal, and/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.*
- D. Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained, are operative, and are current.*

**ARTICLE XII
AUDITS**

- A. Provider agrees to make available to Agency a copy of the independent audit it receives in accordance with Ohio Revised Code section 5103.0323.*
- B. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in 5101:2-47-26.2 with the Ohio Department of Job and Family*

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Services (ODJFS). Provider agrees that in the event a cost report cannot be timely filed, an extension will be requested prior to the December 31st filing deadline. Provider understands and agrees that a failure to timely file the Title IV-E cost report will result in a financial penalty of fifty percent (50%) only for Title IV-E eligible children. This penalty is designed to off-set any cost the Agency may incur during the time period that the Provider is without a Title IV-E rate.

- C. *If Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant (CPA) for the Provider's cost report in accordance with Ohio Administrative Code Rule 5101:2-47-26.2. The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of children in care. Any overpayments or underpayments of federal funds to the Title IV-E agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with Ohio Revised Code Sections 5101.11 and 5101.14.10 and Ohio Administrative Code Rule 5101:2-47-01.*
- D. *If through an audit of Provider's cost report in accordance with Ohio Administrative Code Rule 5101:2-47-01(L), it is discovered that non-allowable costs were reported on the Title IV-E cost report, Provider agrees to refund to Agency any overpayments resulting from the non-allowable costs. This refund is designed to make the Agency whole, since the Agency is responsible for refunding all overpayments to ODJFS.*
- E. *For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following publications:*
 - (1) *Rule 5101:2-47-11 of the Ohio Administrative Code: "Reimbursement for foster care maintenance costs for children's residential centers, group homes, maternity homes, residential parenting facilities, and purchased family foster care facilities."*
 - (2) *Rule 5101:2-47-26.1 of the Ohio Administrative Code: "Public children services agencies (PCSA), private child placing agencies (PNA): Title IV-E cost report filing requirements, record retention requirements and related party disclosure requirements."*
 - (3) *Rule 5101:2-47-26.2 of the Ohio Administrative Code: "Cost Report " Agreed Upon Procedures' engagement".*
 - (4) *JFS 029111 Single Cost Report Instructions*
 - (5) *For Private Agencies: Office of Management and Budget Circular A-122, Cost Principles for Non-Profit Organizations.*
 - (6) *For Public Agencies: Office of Management and Budget Circular A-87, Cost Principles for State, Local and Indian Tribal Government.*
 - (7) *Where applicable: Office of Management and Budget Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations.*
 - (8) *If reporting requirements are not addressed in the above mentioned publications, then Provider shall adhere to generally accepted accounting principles reporting requirements.*

**ARTICLE XIII
GRIEVANCE /DISPUTE RESOLUTION PROCESS**

The Agency and Provider shall have a written Grievance/Dispute Resolution process. The Agency and Provider agree to be bound by the Grievance/Dispute Resolution process as negotiated between the parties and provided to each in writing.

**ARTICLE XIV
NOTICE**

- A. *All notices to the Agency which may be required by this Contract or by operation of any rule of law shall be sent to the Agency's Executive Director via certified mail, return receipt requested, as follows*

*Executive Director
Delaware County Department of Job and Family Services
140 N. Sandusky Street, 2nd Floor
Delaware, Ohio 43015.*

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- B. *All notices to the Provider which may be required by this Contract or by operation of any rule of law shall be sent to the Provider's Executive Director via certified mail, return receipt requested, as follows: Name: Title: Street: City/State/Zip*

**ARTICLE XV
FINDING FOR RECOVERY**

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

**ARTICLE XVI
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, which list may be found on the Ohio Homeland Security web site at: <http://www.homelandsecurity.ohio.gov/>. Pursuant to R.C. §2909.33, Provider 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.

**ARTICLE XVII
CAMPAIGN FINANCE**

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

**ARTICLE XVIII
CONFLICTS BETWEEN DOCUMENTS**

If a conflict exists between the provisions of this Contract and the Individual Child Care Agreement (ICCA), this Contract supersedes.

**ARTICLE XIX
CONSTRUCTION**

This contract shall be governed, construed, and enforced 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.

**ARTICLE XX
SEVERABILITY**

Should any portion of this contract be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this contract is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the contract impossible.

**ARTICLE XXI
AUTHORITY TO SIGN**

Provider states and agrees that the individual(s) who, on behalf of the Provider, have reviewed this Contract and effectuate this Contract by attaching their signatures below are officers of the Provider and are authorized to and have authority to enter this Contract on behalf of the Provider and by so signing have authority to bind and does bind the Provider to any and all terms of this Contract.

**ARTICLE XXII
ENTIRE AGREEMENT / AMENDMENTS**

This writing constitutes the entire agreement between the parties with respect to all matters herein. This Contract may be amended only by a writing signed by both parties; however, it is agreed by the parties that any amendments to laws or regulations cited herein will result in the correlative modification of this Contract,

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without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Contract will be incorporated into this Contract by written amendment signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this contract is prospective in nature.

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

RESOLUTION NO. 11 - 597

IN THE MATTER OF APPROVING THE ENVIRONMENTAL REVIEW NOTICE TO PUBLIC OF A FINDING OF NO SIGNIFICANT IMPACT ON THE ENVIRONMENT COMBINED NOTICE AND REQUEST FOR RELEASE OF FUNDS AND CERTIFICATION FOR FEDERALLY FUNDED STATE PROJECTS FOR ANDREWS HOUSE ADA RENOVATIONS AND THE SUBMITTAL OF THE ENVIRONMENTAL REVIEW TO THE OHIO DEPARTMENT OF DEVELOPMENT, OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") approved Resolution No.10-1422, dated October 25, 2010, and Resolution No. 11-357, dated April 11, 2011, to use Revolving Loan Funds (RLF) in an amount up to \$75,000 for Andrews House ADA Renovations and Engineering cost; and

WHEREAS, the Office of Housing and Community Partnerships requires an Environmental Review be submitted and released before any work begins on an approved project; and

WHEREAS, a Notice to Public of a Finding of No Significant Impact on the Environment Combined Notice and Request for Release of Funds and Certifications for Federally Funded State Project for the ADA Renovations need to be submitted to the Office of Housing and Community Partnerships;

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

Section 1. The Board authorizes the President of the Board to execute and submit an Environmental Review Notice to Public of a Finding of No Significant Impact on the Environment Combined Notice and Notice Request for Release of Funds and Certifications for Federally Funded State Projects for the Andrews House Renovations.

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

**NOTICE TO PUBLIC OF A
FINDING OF NO SIGNIFICANT IMPACT ON THE ENVIRONMENT (FONSI)
COMBINED NOTICE**

Date of Publication: June 9, 2011

Delaware County Commissioners

101 N. Sandusky St.
Delaware, Ohio 43015
(740) 833-2100

To All Interested Persons, Agencies, and Groups:

Delaware County Commissioners proposes to request that the State of Ohio release Federal funds under Section 104 (g) of Title I of the Housing and Community Development Act of 1974, as amended; Section 288 of Title II of the Cranston Gonzales National Affordable Housing Act (NAHA), as amended; and/or Title IV of the Stewart B. McKinney Homeless Assistance Act, as amended; to be used for the following project(s):

Project Name: Andrews House – ADA Renovations

Source of Funding: Delaware County RLF – Total
Project Cost \$ 75,000.00

Description of Purpose or Nature of the Project : The ADA Renovations consist of conversion of the interior first floor restrooms (one men's and one women's) into ADA compliant, single user restrooms. The removal and replacement of the rear exterior ramp to provide complete compliance with ADA, and pursue a roof cover or canopy. The replacement of the existing egress door to upgrade the accessibility and safety .

Single year Project: Work for this project will be completed by December 31, 2011

Location: 39 W. Winter St., Delaware, Ohio 43015

Estimated Cost of Project: \$75,000.00

Delaware County has determined that the project will have no significant impact on the environment. Therefore, an

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Environmental Impact Statement under the National Environmental Policy Act of 1969, as amended is not required.

Delaware County Economic Development Department has prepared an Environmental Review Record (ERR) for the project listed above. The ERR documents the environmental review of the project. The ERR is on file and available for the public's examination and copying, upon request, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday (except holidays) at the above address.

No further environmental review of the project will be conducted prior to the request for release of Federal funds.

Delaware County Commissioners plans to undertake the project described above with the Federal funds cited above. Any interested person, agency, or group wishing to comment on the project or disagreeing with this Finding of No Significant Impact decision may submit written comments for consideration to the Delaware County Commissioners at the above listed address by 5:00 p. m. on July 5, 2011 which is at least 15 days after the publication of this combined notice. A notice regarding the responsible entity's intent to request the release of funds is listed immediately below.

NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS (NOI / RROF)

To All Interested Persons, Agencies, and Groups:

On or about, but not before, June 27, 2011, the Delaware County Commissioners will submit a request to the State of Ohio for the release of Federal funds under Section 104 (g) of Title I of the Housing and Community Development Act of 1974, as amended; Section 288 of Title II of the Cranston Gonzales National Affordable Housing Act (NAHA), as amended; and/or Title IV of the Stewart B. McKinney Homeless Assistance Act, as amended; to be used for the project listed above.

Delaware County Commissioners certifies to the State of Ohio that Dennis Stapleton, in his capacity as President of County Commissioners, consents to accept the jurisdiction of Federal courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied.

The legal effect of the certification is that upon its approval, Delaware County may use the Federal funds, and the State of Ohio will have satisfied its responsibilities under the National Environmental Policy Act of 1969, as amended.

The State of Ohio will accept an objection to its approval of the release of funds and acceptance of the certification only if it is on one of the following grounds: (a) the certification was not, in fact, executed by the responsible entity's Certifying Officer; (b) the responsible entity has failed to make one of the two findings pursuant to Section 58.40 or to make the written determination required by section 58.35, 58.47, or 58.53 for the project, as applicable; (c) the responsible entity has omitted one or more of the steps set forth at subpart E of 24 CFR Part 58 for the preparation, publication, and completion of an Environmental Assessment; (d) the responsible entity has omitted one or more of the steps set forth at subparts F and G of 24 CFR Part 58 for the conduct, preparation, publication, and completion of an Environmental Impact Statement; (e) the recipient has committed funds or incurred costs not authorized by 24 CFR Part 58 before release of funds and approval of the environmental certification by the State; or (f) another federal agency, acting pursuant to 40 CFR Part 1504, has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality.

Written objections must meet the conditions and procedures set forth in subpart H of 24 CFR Part 58, and be addressed to: State of Ohio Department of Development; Office of Housing and Community Partnerships; Environmental Officer; P. O. Box 1001; Columbus, Ohio 43216-1001.

Objections to the Release of Funds on bases other than those stated above will not be considered by the State of Ohio. No objections received after July 15, 2011 (which is 15 days after it is anticipated that the State will receive a request for release of funds) will be considered by the State of Ohio.

The address of the certifying officer is:

Dennis Stapleton
President of Delaware County Commissioners)
Delaware County
101 N. Sandusky Street
Delaware, Ohio 43015)

State of Ohio

**Ohio Department of Development
Office of Housing and Community Partnerships (OHCP)**

**REQUEST FOR RELEASE OF FUNDS AND CERTIFICATION (RROF)
FOR FEDERALLY FUNDED STATE PROJECTS**

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Pursuant to Section 104 (g) of Title I, Housing and Community Development Act of 1974, as amended; Section 288 of the Cranston Gonzales National Affordable Housing Act (NAHA), as amended; and/or Title IV of the Stewart B. McKinney Homeless Assistance Act, as amended.

Part 1: General Information

1. CEO Name, Responsible Entity name, and Mailing Address:	2. Administering Agent name and Address:	Mail Form To:
Dennis Stapleton, President Delaware County Commissioners 101 N. Sandusky St. Delaware, Ohio 43015 Phone: (740-833-2100) Fax: (740-833-2099)	Dottie Brown, E. D. Specialist II Delaware County Economic Development 101 N. Sandusky St. Delaware, Ohio 43015 Phone: (740-833-2107) Fax: (740-833-2099)	Ohio Department of Development Office of Housing and Community Partnerships Environmental Review Specialist P. O. Box 1001 Columbus, Ohio 43216-1001 Phone: (614) 466-2285

Part 2: Listing Of Projects Requested For Release Of Funds

List the Activity, Project, and Grant below for which you are requesting the release of funds and removal of environmental grant conditions governing the use of the federal assistance

Grant Agreement No.:	Name of Project and Activity (as listed in Grant Agreement's Attachment A)	Activity No.	List the Amount of Federal Funds Budgeted for Each Activity	List the Activity Location, as Designated in the Grant Agreement	Describe the Entire (Aggregated) Project	Level of Environmental Finding: CE (Categorical Exclusion) EA (Environmental Assessment)
N/A	Andrews House – ADA Renovations	N/A	Delaware County RLF - \$67,500	Andrews House is located at 39 W. Winter St., Delaware, Ohio 43015	ADA Renovations consist of conversion of the interior first floor restrooms (one men’s and one women’s) into ADA compliant, single user restrooms. The removal and replacement of the rear exterior ramp to provide complete compliance with ADA, and pursue a roof cover or canopy. The replacement of the existing egress door to upgrade the accessibility and safety	EA

Part 3: CEO Environmental Certification

With reference to the Projects identified on the reverse side of this form, I, the undersigned, chief executive officer, and certifying officer of the responsible entity, CERTIFY THAT: (Note: Items 4 and 5 below require additional action.)

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1. The responsible entity has fully carried out its responsibilities for environmental review, decision making and action pertaining to the projects(s) listed herein.
2. The responsible entity has complied with the National Environmental Policy Act of 1969, as amended, (NEPA) and with the environmental procedures, permit requirements, and statutory obligations of the laws cited in 24 CFR 58.5 and 58.6 for each project listed herein.
3. The responsible entity has taken or will take into account the environmental criteria, standards, permit requirements, and other obligations applicable to each project(s) or program activity(ies), listed herein, under other Federal, State, and local laws that the responsible entity has the direct responsibility to comply with.
4. After considering the type and degree of environmental effects identified by the environmental review(s) completed for the proposed projects described herein, I have found that the proposal (**CHECK ONE**) ? DID ; OR; ☒ DID NOT ; require the preparation and dissemination of an ENVIRONMENTAL IMPACT STATEMENT.
5. (**STAPLE COPY(i e s) OF NEWSPAPER NOTI CE(S) HERE**; i.e. NOI/RROF; Combined Notice; Floodplain/Wetland Notices,) The responsible entity has, prior to submitting this request for the release of funds and certification, published, in the manner prescribed by 24 CFR 58.43, a notice(s) to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy(ies).
6. The dates upon which all statutory and regulatory time periods for review, comment, or other action, following the completion of the environmental review for the project(s)/program activity(ies), began and ended as indicated below in compliance with the procedures and requirements of 24 CFR Part 58. A summary of these dates are listed below:

Categorically Excluded Projects (CE)	Publication Date	Last Date of Local Comment Period	Date Certification Signed and Submitted	Estimated Last Date of State Objection Period	Type of Other Notices And Date Published

Environmental Assessment Projects (EA)	Publication Date	Last Date of Local Comment Period	Date Certification Signed and Submitted	Estimated Last Date of State Objection Period	Type of Other Notices And Date Published
	6/09/11	6/24/11	6/27/11	7/15/11	Public Hearing #1 – 02/08/10 Public Hearing #2 – 10/18/10 Combined Notice – 6/09/11

7. I am authorized to and do consent to assume the status of responsible federal official under the national Environmental Policy Act of 1969, as amended, and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provision of these laws apply to the State's responsibilities for environmental review, decision-making and actions that have been assumed by the responsible entity.
8. By so consenting, I have assumed the responsibilities for the conduct of environmental review, decision-making, and actions as to environmental issues, preparation and circulation of a draft, final, and supplemental environmental impact statements, and legal or cooperating agency responsibilities for preparation of such statements on behalf of state or federal agencies, including HUD and the State of Ohio, when these agencies consent to such assumptions.
9. I am authorized to and do accept, on behalf of the responsible entity and personally, the jurisdiction of the federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

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

RESOLUTION NO. 11 - 598

IN THE MATTER OF APPROVING THE AGREEMENT WITH GARDNER ARCHITECTS TO PROVIDE ARCHITECTURAL SERVICES FOR THE STRAND THEATRE RENOVATIONS:

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

WHEREAS, on October 4, 2010, the Delaware County Board of Commissioners (the “Board”) approved Resolution No. 10-1308 to use Revolving Loan Funds (RLF) to assist the Strand Theatre with ADA Renovation in the amount up to \$150,000.00; and

WHEREAS, a portion of the funds approved will be used to hire an architect to prepare the specifications for this project in the amount not to exceed \$20,000.00; and

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WHEREAS, five architects were contacted to submit statements of qualifications and proposals for the architectural services for the Strand Theatre renovations; and

WHEREAS, three architectural firms submitted proposals for the Strand Theatre project; and

WHEREAS, the Strand Theatre Board and the Delaware County Economic Development Director recommend the firm of Gardner Architects, Inc., for the Project;

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

Section 1. The Board hereby approves the agreement with Gardner Architects, Inc. for the architectural services for the Strand Theatre Renovations.

Section 2. This Resolution shall take effect and be in force immediately after its passage.

**ARCHITECTURAL SERVICES AGREEMENT
STRAND THEATRE ADA RENOVATIONS**

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 6th day of June, 2011, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and the firm of Gardner Architects, 5 East Winter Street, Delaware, Ohio 43015 (“Architect”).

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Administrator as Administrator and 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 Architect shall provide architectural services for the Project as described in this Agreement in a manner consistent with locally accepted standards for professional skill and care. The Architect shall assist the County in determining consulting services required for the Project. The Architect’s services include the following consulting services, if any:

During the Design Phase, the Architect shall review the County’s scope of work, budget and schedule and reach an understanding with the County of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design within 45 days of signing this agreement. Upon the County’s approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the County provides. The Architect shall assist the County in filing documents required for the approval of governmental authorities, in obtaining proposals and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the County’s representative and provide administration of the Contract between the County and the contractor. Generally, the Architect’s services during construction include interpreting the Contract Documents, reviewing the contractor’s submittals, visiting the site, reviewing and certifying payments, and rejecting nonconforming Work.

The Architect, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

The County shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The County shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the County’s information. The County shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The County shall employ a contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

Section 4 – Compensation

Compensation for Work performed under this Agreement shall not to exceed **Twenty Thousand Dollars (\$20,000.00)**. Compensation shall constitute full payment for all labor, equipment and materials required to complete the required Work.

Section 5 – Payment

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Compensation shall be paid based on invoices submitted by the Architect. Invoices shall be submitted to the Administrator by the Architect on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Architect shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

Section 6 – Authorization to Proceed; Delays and Extensions

The Architect shall commence Work upon written authorization of the Administrator. In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Architect may make a written request for a time extension, and the Administrator may grant such an extension, provided that all other terms of the Agreement are adhered to.

Section 7 – Insurance

- 7.1 General Liability Coverage: Architect shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 Automobile Liability Coverage: Architect shall maintain automobile liability insurance of \$500,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 Workers' Compensation Coverage: Architect shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 Professional Liability Insurance: Architect hereby agrees to maintain, and require its subcontractors to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the services rendered hereunder, provided such insurance is commercially available. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of Two Hundred Fifty Thousand Dollars (\$250,000) per claim and in the aggregate.
- 7.5 Additional Insureds: The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Architect shall require all of its subcontractors to provide like endorsements.
- 7.6 Proof of Insurance: Prior to the commencement of any work under this Agreement, Architect, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements in accordance with Subsection 7.5. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Architect will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Liability

The Architect 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 proportionate extent caused by any negligent acts, errors or omissions of the Architect, 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.

The Architect shall comply with all applicable laws, ordinances, regulations, rules, and codes of the Federal, State and Local governments, and the Architect shall indemnify and hold free and harmless the County and its employees from any damages arising from any of Architect's violations thereof.

Section 9 – Suspension or Termination of Agreement

The County may suspend or terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Architect ordering termination of Work. The Architect shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Architect shall 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.

Section 11 – Ownership of Documents

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Upon completion or termination of the Agreement, the Architect shall provide copies, if requested, to the County of all documents or electronic files produced under this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Personnel Requirements

The Architect shall immediately notify the County, in writing, of any change to key Architect staff or subcontractors assigned to the Work as contemplated at the time of executing this Agreement. The Architect represents that it has, or will secure at its expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Architect or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

Section 13 – Miscellaneous Terms & Conditions

- 13.1 **Prohibited Interests:** Architect agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Architect further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County. The Architect covenants that he presently has no interest and shall not acquire interest, direct, or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with performance of his services hereunder. The Architect further covenants that, in the performance of this Agreement, it shall not employ any person having any such interest.
- 13.2 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Architect, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 13.3 **Assignment:** The Architect shall not assign this Agreement or any rights, obligations, or interests provided for in this Agreement without the County's prior written consent.
- 13.4 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 13.5 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 13.6 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 13.7 **Records and Audits:** The Architect shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the County to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the County or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the County.
- 13.8 **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 13.9 **Findings for Recovery:** Architect certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.10 **Homeland Security:** Architect 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, Architect agrees to

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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.

13.11 Non-Discrimination/Equal Opportunity: During the performance of this Agreement, the Architect agrees as follows:

- a. The Architect will not discriminate against any employee or applicant for employment because of race, creed, sex, color, age, familial status, handicap, or national origin. The Architect will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, age, familial status, or national origin. 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. The Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provision of this non-discrimination clause.
- b. The Architect will, in all solicitation or advertisements for employees placed by or on behalf of the Architect, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, age, familial status, handicap, or national origin.
- c. The Architect will cause the foregoing provisions inserted in all subcontracts for any work covered by this Agreement, so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d. The Architect will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Architect will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Architect's non-compliance with the clauses of this Subsection or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Architect may be declared ineligible for future Government Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Architect will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. The Architect will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the Architect becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County, the Architect may request the United States to enter into such litigation to protect the interests of the United States.
- h. Under Title VI of the Civil Rights Act, as amended, no person shall, on the grounds of race, color, creed, sex, familial status, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- i. Under Section 109 of the Housing and Community Development Act, as amended, no person in the United States shall on the grounds of race, color, national origin, familial status, handicap, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

13.12 Section 3 Compliance in the Provision of Training, Employment, and Business Opportunities:

- a. The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is

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subject to the requirements of Section 3 of the Housing and Community Development Act, as amended. Section 3 requires that to the greatest extent feasible opportunities for training an employment be given to lower income residents of the project area and Agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- b. The parties of this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The Architect will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Architect will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Architect will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Agreement, shall be a condition of the federal financial assistance provided to the project, binding upon its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Architects, and subcontractors, its successors an assigns to those sanctions specified by the grant or loan agreement or Agreement through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

13.13 Independent Contractor: Architect 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. Architect 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.

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

RESOLUTION NO. 11 - 599

IN THE MATTER OF APPROVING THE RENAMING OF AN ORGANIZATIONAL KEY FOR THE ECONOMIC DEVELOPMENT DEPARTMENT:

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

Rename Organization From	To
Key	
23011704	CDBG Formula 2006 CDBG Formula 2011

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

RESOLUTION NO. 11 - 600

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Building and Grounds Supervisor recommends approving leave-with-out-pay for Helen Slivinski for a period not to exceed July 7, 2011;

Therefore Be It Resolved that the Board of County Commissioners approve leave-with-out-pay for Helen Slivinski for a period not to exceed July 7, 2011.

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien

- Talked With The Mayor Of Shawnee Hills, On Concerns At Glick Road/Dublin Road And The Back Up To 257 Along With The Pedestrian Traffic In The Area- Might Be A Good Idea To Look Into MORPC Helping With A Plan And Possible Funding
- Steve Langworthy And Tom Zimmerman With Dublin Planning; Dublin Has Experiences With Growth And Planning And Dublin Is Well Planned; What Is The Goal Of The Community Is Important For Planning

Commissioner Thompson

- Comment For Mr. Hansley On Dublin Being A Well Planned Community
- Last Friday Was 1st Friday For Main Street Delaware

Commissioner Stapleton

- The End Of Another Successful Murfield Golf Event
- Reminder The Parade Of Homes Is In Delaware County Later This June
- Zoo Fundraiser Event
- AEP Has Purchased Land For A Substation In Berkshire Township And It Is Causing Some Controversy; Might Talk To Tim Wells At AEP
- Later This Week There Are CCAO Meetings And A Conference On Friday The 10th

Recess Until 1:30PM

Reconvene 1:30PM

RESOLUTION NO. 11-601

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

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn into Executive Session at 1:33PM.

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

RESOLUTION NO. 11-602

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 4:30PM.

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

There being no further business, the meeting adjourned.

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Ken O'Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners