

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 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

10:00 AM Public Hearing # 2 For Delaware County’s Formula 2011 CDBG Grant

RESOLUTION NO. 11-666

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 23, 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 23, 2011; and

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

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

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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 11-667

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0624:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0624, and Purchase Orders as listed below:

<u>Vendor</u>		<u>Description</u>	<u>Account</u>	<u>Amount</u>	
PO’ Increase					
DATA		Client Transportation JFS	22411601-5355	\$ 10,000.00	
Delaware Motive Parts		Vehicle Parts	10011106-5228	\$ 10,000.00	
PR Number	Vendor Name	Line Desc	Line Account	Amount	Line
R1103964	BUCKEYE RANCH	RESIDENTIAL	22511607 - 5342	\$87,500.00	0001
	INC	TREATMENT			
R1103986	SAFY INC	RESIDENTIAL	22511607 - 5342	\$12,500.00	0001
		TREATMENT			
R1104656	TRANSITIONS FOR	RESIDENTIAL	22511607 - 5342	\$12,500.00	0001
	YOUTH	TREATMENT			
R1104857	POSTMASTER	POSTAGE DEPOSIT FOR	66211901 - 5331	\$8,200.00	0001
		AUGUST 2011 SEWER			
		BILLING			

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

RESOLUTION NO. 11-668

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Environmental Services is requesting that Walter Pollock attend an OTCO Wastewater Collection System Course in Sunbury, Ohio, including 14 classes beginning on July 11, 2011 at a total cost of \$545.00 from organizational key 66211904.

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

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RESOLUTION NO. 11-669

IN THE MATTER OF APPROVING THE PROJECT AGREEMENT FOR THE ESTATES OF RIVER RUN:

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

Whereas the County Engineer recommends approval of the project agreement for The Estates Of River Run;

Now, Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the project agreement for The Estates Of River Run.

**PROJECT AGREEMENT
PROJECT NUMBER: 09008**

THIS AGREEMENT, executed on this 27th day of June 2011 between **MARGELLO DEVELOPMENT COMPANY**, hereinafter called ‘**OWNER**’ and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **THE ESTATES OF RIVER RUN**, further identified as Project Number 09008 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

As the project described as **THE ESTATES OF RIVER RUN** will be developed as a private development wherein the streets shall not become the property of Liberty Township, Delaware County, Ohio and the **OWNER** shall proceed to construction prior to recording the plat, no approved financial warranties are necessary. Such plat cannot be recorded until the County Engineer has determined the construction of the project is completed to the satisfaction of Delaware County.

The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

It is agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **THIRTY-ONE THOUSAND DOLLARS (\$31,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the construction of the improvements to the satisfaction of Delaware County, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship within the project. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

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

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

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

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

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

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

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RESOLUTION NO. 11-670

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

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

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

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

Permit #	Applicant	Location	Type of Work
U11-031	CONSUMERS GAS	RED BANK RD	INSTALL GAS LINE & BORE RD

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

RESOLUTION NO. 11-671

IN THE MATTER OF AWARDING THE BID AND APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND B&K LEHNER EXCAVATING LLC FOR THE PROJECT KNOWN AS DUTCHER #477/SCOTT #604 DRAINAGE IMPROVEMENT PROJECT:

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

Dutcher #477/Scott #604 Drainage Improvement Project/Bid Opening of June 14, 2011

Whereas, as the result of the above referenced bid opening, The Engineer recommends that a bid award be made to B&K Lehner Excavating LLC, the only bidder for the project. Lehner was below the estimate for the project of \$48,029.55, with their bid coming in at \$48,027.20.;

Now, Therefore Be It Resolved, that the Delaware County Board of Commissioners award the bid and approve the contract with B&K Lehner Excavating Llc for the project known as Dutcher #477/Scott #604 Drainage Improvement Project.

CONTRACT

THIS AGREEMENT made this 27th day of June, 2011 by and between B&K Lehner Excavating, LLC, 2356 Troy Road, Delaware, Ohio 43015, hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

The Contractor and the Owner for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work:

The Contractor shall furnish all supervision, technical personnel, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project called “Dutcher #477/Scott #604 Drainage Improvement Project”, and required supplemental work for the project all ins strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price:

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed Forty-Eight Thousand Twenty-Seven Dollars and Twenty Cents (\$48,027.20), subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract:

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed Copy of the Bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

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This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties thereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

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

RESOLUTION NO. 11-672

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. O’Brien, seconded by Mr. Thompson 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 contracts with child placement providers:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Buckeye Ranch 5665 Hoover Road Grove City, Ohio 43123 Buckeye Ranch \$175,000	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)
Transitions for Youth 5801 ST. RT. 141 Gallipolis, Ohio 45631 Transitions for Youth \$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)
Berea Children’s Home 202 E. Bagley Road Berea, Ohio 44017 Berea \$5,000.00	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).

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

RESOLUTION NO. 11-673

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AS FISCAL AND ADMINISTRATIVE AGENT FOR DELAWARE COUNTY FAMILY AND CHILDREN FIRST COUNCIL (FCFC), AND THE DELAWARE GENERAL HEALTH DISTRICT (DGHD), FOR SFY 2012 FOR THE HELP ME GROW PROGRAM:

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 agreement with The Delaware

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General Health District for SFY 2012 for The Help Me Grow Program;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the agreement with The Delaware General Health District for SFY 2012 for The Help Me Grow Program.

**Agreement Between
Delaware County Department of Job and Family Services (DCDJFS), as Fiscal and Administrative Agent
for Delaware County Family and Children First Council (FCFC), and Delaware General Health District
(DGHD), for SFY 2012
(Part C and Part C GRF Funds)**

This Agreement is entered into this 1st day of July, 2011 by and between the Delaware County Department of Job and Family Services (hereinafter, "DCDJFS"), whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Delaware General Health District (hereinafter, "DGHD") whose address is 1 West Winter Street, Delaware, Ohio 43015 (hereinafter collectively, the "Parties").

PRELIMINARY STATEMENTS

WHEREAS, Delaware County Family and Children First Council (hereinafter "FCFC") is responsible for the Help Me Grow Program in Delaware County, Ohio; and,

WHEREAS, the Help Me Grow program serves children ages 0-3 and families that meet certain eligibility standards required to receive Help Me Grow Services in Delaware County, Ohio ("Eligible Children and Families");

WHEREAS, FCFC, has accepted state and federal funds for state fiscal year 2012 ("SFY 2012") for the Help Me Grow program and needs to provide services or contract out for services for the Help Me Grow program; and,

WHEREAS, the DGHD is willing to provide such services or contract out for services; and,

WHEREAS, the DGHD is willing to provide those services at an agreed-upon price.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

1. Purpose:

The purpose of this Agreement is to state the covenants and conditions under which the DGHD shall provide programmatic services and staff for the Help Me Grow program in Delaware County, Ohio. Such services are detailed in the Help Me Grow Program Plan ("Plan"), which DCDJFS and DGHD hereby acknowledge they have received and which by this reference is hereby incorporated into and made a part of this Agreement.

2. Term:

This Agreement shall be effective July 1, 2011, through June 30, 2012.

3. Services to be provided:

DGHD, in accordance with and pursuant to the Plan, shall provide programmatic services and staff for the Help Me Grow program. Programmatic services shall be provided to Eligible Children and Families and as outlined in Attachment A.

4. Reimbursement for Services:

The DCDJFS shall reimburse the DGHD for all Help Me Grow Services, as described above, actually provided to administer such services. Included in the funding for the said Help Me Grow Services are costs for staff including benefits, developmental evaluation supplies, interpreter fees, travel, conference fees, copies, internet and phones and other supplies.

To receive such reimbursement, DGHD shall submit to DCDJFS proper monthly invoices for services actually performed. The DGHD shall provide to DCDJFS and such monthly invoices shall include documentation satisfactory to DCDJFS of services actually performed. Such reimbursement shall be paid by DCDJFS to DGHD within 30 days of receipt by DCDJFS of such proper monthly invoices and accompanying documentation.

5. Maximum Reimbursement:

DGHD agrees to accept as full payment for services rendered in a manner satisfactory to the DCDJFS, the lesser of the following: (1) The maximum amount of Five Hundred Twenty-five Thousand Two Hundred Ninety-one Dollars (\$525,291.00) or (2) the amount of actual expenditures made by DGHD for purposes of carrying out the services and providing the staff as stated herein. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of Five Hundred Twenty-five Thousand Two Hundred Ninety-one Dollars (\$525,291.00) with maximums being funded as follows:

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PART C	\$ 252,750.00
PART C GRF	\$ 213,047.00
HOME VISITING GRF	\$ 59,494.00

- 6. Duplicative Billing/Overpayment:**
The DGHD warrants that claims made to DCDJFS for payment, shall be for actual services rendered to Eligible Children and Families and do not duplicate claims made by the DGHD to other sources of funding for the same services. In case of overpayments, the DGHD agrees to repay the DCDJFS the amount of overpayment and that to which it is entitled.
- 7. Information Exchange Requirements:**
The DGHD shall provide the DCDJFS with all information necessary to support the administrative requirements of Delaware County’s state and federal Help Me Grow Program. As specified in the Plan, the DCDJFS shall provide the DGHD necessary information regarding Eligible Children and Families participating in the Help Me Grow program.
- 8. Access to and Retention of Records:**
At any time, during regular business hours, with reasonable notice and as often as the DCDJFS, the Comptroller General of the United States, the State, or other agency or individual authorized by the DCDJFS may deem necessary, the DGHD shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Agreement. The DCDJFS and the above named parties shall be permitted by the DGHD to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Agreement.
- The DGHD, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Agreement, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Agreement. If an audit, litigation, or other action is initiated during the time period of this Agreement, the DGHD shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.
- Prior to the destruction of any records related to performance of this Agreement, regardless of who holds such records, the DGHD shall contact the DCDJFS in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.
- 9. Monitoring and Evaluation:**
The Parties will monitor the manner in which the terms of this Agreement are being fulfilled, services delivered and evaluate the extent to which the program/services are being achieved.
- 10. Publicity:**
In any publicity release or other public reference, including media release, information pamphlets, etc. on the programs/services provided pursuant to this Agreement, it shall be clearly stated that the project is funded by ODJFS through the Board and the DCDJFS.
- 11. Parties Responsible for Their Own Actions:**
The DGHD, the Board, and the DCDJFS, as a governmental entities/political subdivisions, lack authority to indemnify. As such, the Parties, agree to be and shall be responsible for their own actions resulting from their performance of and/or provision of services under this Agreement. Therefore, the Parties agree to be individually and solely responsible for any and all claims, lawsuits, liability, losses, damages, injuries (including death), and/or related expenses that each may incur as a result of their own actions in the performance of and/or provision of services under this Agreement.
- 12. Independent Contractor:**
The DGHD shall act in performance of this Agreement as an Independent Contractor. As an independent contractor, the DGHD and/or its officers, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Board, DCDJFS, FCFC, and Delaware County.
- 13. Independent Financial Records:**
The DGHD shall maintain independent books, records, payroll, documents, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Such records shall at all reasonable times be subject to inspection, review, and/or audit by duly authorized federal, state, local, or DCDJFS personnel.
- 14. Responsibility for Independent Audit:**
The DGHD agrees, if required by the director of DCDJFS, to have conducted an independent audit of expenditures and records of service delivery associated with this Agreement. The DGHD is responsible for any and all costs associated with such an independent audit and shall make copies of such independent audit available to DCDJFS without cost to DCDJFS.

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15. Responsibility for Audit Exceptions:

The DGHD agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority that is in any way associated with this Agreement. The DGHD agrees to reimburse the DCDJFS and the Board the amount of any such audit exception.

16. Compliance with Help Me Grow Regulations:

Throughout the term of this Agreement, the DGHD agrees to maintain compliance with all federal, state, and local laws and regulations which govern the services provided under the Help Me Grow Program.

17. Safeguarding of Client and Client Information:

The Parties agree that the use or disclosure of any information, including protected health information, by any Party concerning any individual eligible for or receiving Services provided pursuant to this Contract is strictly prohibited except as directly related to the administration of this Contract.

In furtherance of protecting protected health information, the Parties agree to comply with all applicable federal, state, and local laws and regulations, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations (the "CFR").

18. Termination for Convenience/Cause:**A. Termination for the Convenience:**

The Parties may terminate this Agreement at any time and for any reason by giving at least seven (7) days advance notice, in writing, to the other Parties. The DGHD shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the aggrieved party shall provide written notice of the breach or default to the breaching or defaulting party and permit the breaching or defaulting party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, the DGHD shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. Waiver:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If any Party fails to perform an obligation or obligations under this Agreement and such failure(s) is (are) waived by the other Parties, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by any Party shall be authorized in writing and signed by an authorized Party representative.

D. Loss of Funding

It is understood by the DGHD that availability of funds for this Agreement and thus this Agreement is contingent on appropriations made by the Local, State and/or Federal government. In the event that the Local, State and/or Federal reimbursement is no longer available to the DCDJFS, the DGHD understands that changes and/or termination of this Agreement will be required and necessary. Such changes and/or termination will be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by the DCDJFS.

19. Civil Rights:

The DGHD understands and agrees that, as a condition of this Agreement, there shall be no discrimination against any person, client, individual, and/or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation and/or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the DGHD will comply with all federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Agreement. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Agreement.

20. Accessibility of Programs to the Disabled/Handicapped:

The DGHD agrees as a condition of this Agreement to make all services and/or programs provided pursuant to this Agreement accessible to the disabled/handicapped. The DGHD further agrees as a condition of this Agreement to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Agreement.

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21. Fair Hearing:

The DCDJFS is responsible for fulfilling responsibilities relative to Help Me Grow participants appeal and state hearings in accordance with State Regulations. The DGHD and its providers, agents, etc. shall, under the direction of the DCDJFS, assist in the informational gathering and support process related to the state hearing process.

22. Drug-Free Workplace:

The DGHD certifies and affirms that, as applicable to the DCDJFS, any staff, subcontractor, and/or independent contractor, including all field staff, agree to comply with all applicable state and federal laws regarding a drug-free workplace.

23. DMA Form Statement:

The DGHD 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, the DGHD agrees make such certification by completing the declaration of material assistance/non-assistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and “No” being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.

24. Findings for Recovery:

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

25. Notices:

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

DGHD:

Frances Veverka, Health Commissioner

DGHD
1 West Winter Street
Delaware, Ohio 43015

DCDJFS:

Mona Reilly, Director
Administrative Agent for Delaware County
Family and Children First Council
DCDJFS
140 N. Sandusky St., 2nd Floor
Delaware, Ohio 43015

26. 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.

27. 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 be complied with.

28. Entire Agreement:

This Agreement, along with all of its Attachments, shall constitute the entire understanding and agreement between the Parties, 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.

29. Authority to Sign:

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

30. Signatures:

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

31. Effect of Signature:

The signatures of the Parties below indicate that the signers and the entities that they represent agree to be bound by all the terms and conditions of this Agreement.

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- The Delaware County Department of Job & Family Services on behalf of the Delaware County Family & Children First Council shall reimburse the Delaware General Health District for all services required and provided, including central intake and referral services, service coordination, partial developmental evaluation, fiscal support, and administrative and clinical supervision.
- Included in the funding for the said services are costs for staff including benefits, developmental evaluation supplies, interpreter fees, travel, conference fees, copies, internet and phones and other supplies, to be paid within 30 days of receipt of monthly itemized invoices, for a total not to exceed \$525,291.00. Invoices will be due to the Delaware County Dept. of Job & Family Services by the 10th of every month.
- The District shall provide the Council with documentation of services performed to include:
 - Provision of a Central Intake and Referral Site for Help Me Grow and the number of referrals received monthly.
 - Service Coordination services for “Home Visiting”, “At Risk” and “Part C” Children.
 - Provision of 4 hours of Clinical Supervision per month for the Service Coordinators. .
 - Completion of Compliance Reports and other reports as required by the Ohio Dept. of Health.
 - Attendance of the Project Director to all required Ohio Dept. of Health Help Me Grow meetings and conferences.
 - Completion of the Help Me Grow Grant Narrative and Budget Justification for SFY12.
 - Completion of the Help Me Grow Program Report to present at FCFC.

Part C (Federal and General Revenue Funds) Help Me Grow Deliverables for the Delaware General Health District for SFY11

- The Delaware County Department of Job & Family Services on behalf of the Delaware County Family & Children First Council shall reimburse the Delaware General Health District for all services required and provided, including costs for service coordination and partial costs for developmental evaluations. Included in the funding for the said services are costs for staff including benefits, developmental evaluation supplies, interpreter fees, travel, conference fees, copies, internet and phones and other supplies; to be paid within 30 days of receipt of monthly itemized invoices, for a total not to exceed \$465,797.00 (\$252,750.00 Part C and \$213,047.00 Part C GRF). Invoices will be due to the Delaware County Dept. of Job & Family Services by the 10th of every month.
- The District shall provide the Council with documentation of services performed to include:
 - Developmental evaluations for the Council with documentation of services. The District will provide services in accordance with the HMG Developmental Evaluation Policy as stated in, within forty-five (45) calendar days of the initial referral for suspected delay and with parent consent.
 - Service Coordination services for “Part C” Children.
 - Itemized costs for staff including benefits, developmental evaluation supplies, interpreter fees, travel, conference fees, copies, internet and phones and other supplies.

Home Visiting (General Revenue Funds) Help Me Grow Deliverables for the Delaware General Health District for SFY12

- The Delaware County Department of Job & Family Services on behalf of the Delaware County Family & Children First Council shall reimburse the Delaware General Health District for all services required and provided, including costs for home visiting and service coordination. Included in the funding for the said services and staff, are costs for travel, supplies, conference fees, copies, internet and phones, to be paid within 30 days of receipt of monthly itemized invoices, for a total not to exceed \$59,494.00 Invoices will be due to the Delaware County Dept. of Job & Family Services by the 10th of every month.
- The District shall provide the Council with documentation of services performed to include:
 - Service Coordination and Home Visiting services including services for “At Risk” Children.
 - Itemized costs for staff including benefits, interpreter fees, travel, conference fees, copies, internet and phones and supplies.

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

RESOLUTION NO. 11-674

IN THE MATTER OF APPROVING THE 2012 CONTRACT FOR THE PURCHASE OF SERVICES BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE DEPARTMENT OF JOB AND FAMILY SERVICES, AS ADMINISTRATIVE AGENT OF THE DELAWARE COUNTY FAMILY AND CHILDREN FIRST COUNCIL, AND THE DELAWARE COUNTY BOARD OF DEVELOPMENT DISABILITIES FOR QUALIFIED THERAPISTS ASSISTANCE:

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

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2011**

Whereas, the Director of Jobs & Family Services recommends approval of the agreement with The Delaware County Board Of Development Disabilities for qualified therapists assistance;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the agreement with The Delaware County Board Of Development Disabilities for qualified therapists assistance;

**2012 CONTRACT
FOR THE PURCHASE OF SERVICES
BETWEEN THE DELAWARE COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES
AS ADMINISTRATIVE AGENT OF THE DELAWARE COUNTY FAMILY AND CHILDREN FIRST
COUNCIL
AND
DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**

This Contract is entered into this 1st day of July, 2011 by and between the Delaware County Department of Job and Family Services (hereinafter, "DCDJFS"), whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES (hereinafter, "DCBDD") whose address is 7991 Columbus Pike, Lewis Center, OH 43035 (hereinafter collectively, the "Parties").

PRELIMINARY STATEMENTS

WHEREAS, the Delaware County Family and Children First Council seeks qualified therapists to assist with the Help Me Grow Program, and

WHEREAS, DCBDD is qualified and willing to provide required services.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

- 1. PURPOSE OF CONTRACT:**
DCBDD hereby agrees to provide recruitment and training of qualified therapists to assist with the Help Me Grow Program and compensate those therapists for services provided.
- 2. TERM:**
This Agreement shall be effective July 1, 2011 through June 30, 2012.
- 3. SCOPE OF SERVICES/DELIVERABLES:**
DCBDD shall recruit a team of credentialed contracted therapists (up to 6) to be available on an "as needed" basis to assist the Help Me Grow Part C Eligibility Team.
- 4. FINANCIAL AGREEMENT:**
 - A. PAYMENT PROCEDURES:**
 1. DCBDD shall compensate contracted therapists \$225.00 per evaluation (rate includes travel, evaluation write-up and consultation as required).
 2. DCDJFS shall compensate DCBDD for each contracted therapists \$300.00 who attends the Battelle Developmental Inventory day long training. This payment would be made to therapists once documentation of ten (10) assessments has been completed.
 3. DCDJFS shall reimburse DCBDD \$225.00 per evaluation for children who are determined to NOT be eligible for Early Intervention services.
 - B. MAXIMUM PAYMENT**
DCBDD agrees to accept as full payment for services rendered in a manner satisfactory to the DCDJFS, the maximum amount of Six Thousand Two Hundred Twenty-five Dollars (\$6,225.00).
- 5. LIMITATION OF SOURCE OF FUNDS:**
The DCBDD warrants that any costs incurred pursuant to this Contract will not be allowable to or included as a cost of any other federally financed program in either the current or a prior period.
- 6. DUPLICATE BILLING/OVERPAYMENT:**
The DCBDD warrants that claims made to DCDJFS for payment, shall be for actual services rendered and do not duplicate claims made by the DCBDD to other sources of funding for the same services. In case of overpayments, the DCBDD agrees to repay the DCDJFS the amount of overpayment and that to which it is entitled.

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2011**

7. INFORMATION REQUIREMENTS:

The DCBDD will provide such information to DCDJFS as is necessary to meet the specific fiscal and program requirements contained in this Contract. This shall include a quarterly and year end report of services provided and outcomes achieved.

8. AVAILABILITY AND RETENTION OF RECORDS:

At any time, during regular business hours, with reasonable notice and as often as the DCDJFS, the Comptroller General of the United States, the State, or other agency or individual authorized by the DCDJFS may deem necessary, the DCBDD shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. The DCDJFS and the above named parties shall be permitted by the DCBDD to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Contract.

The DCBDD, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Contract, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, the DCBDD shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

Prior to the destruction of any records related to performance of this Contract, regardless of who holds such records, the DCBDD shall contact the DCDJFS in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

9. INDEPENDENT FINANCIAL RECORDS:

The DCBDD shall maintain independent books, records, payroll, documents, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall at all reasonable times be subject to inspection, review, and/or audit by duly authorized federal, state, local, or DCDJFS personnel.

10. SERVICE DELIVERY RECORDS:

The DCBDD shall maintain records of services provided under this Contract. Such records shall be subject at all reasonable times to inspection, review or audit by duly authorized federal, state and/or DCDJFS personnel.

11. RESPONSIBILITY FOR INDEPENDENT AUDIT:

The DCBDD agrees, if required by the director of DCDJFS, to have conducted an independent audit of expenditures and records of service delivery associated with this Contract. The DCBDD is responsible for any and all costs associated with such an independent audit and shall make copies of such independent audit available to DCDJFS without cost to DCDJFS.

12. RESPONSIBILITY OF AUDIT EXCEPTIONS:

The DCBDD agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority that is in any way associated with this Contract. The DCBDD agrees to reimburse the DCDJFS and the Board the amount of any such audit exception.

13. INDEPENDENT CONTRACTORS:

The DCBDD shall act in performance of this Contract as an independent contractor. As an independent contractor, the DCBDD and/or its officers, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Board, DCDJFS, and Delaware County.

14. PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS: (Other than audit) The DCDJFS, the Board, and the DCBDD, as governmental entities/political subdivisions, lack authority to indemnify. As such, the Parties, agree to be and shall be responsible for their own actions resulting from their performance of and/or provision of services under this Contract. Therefore, the Parties agree to be individually and solely responsible for any and all claims, lawsuits, liability, losses, damages, injuries (including death), and/or related expenses that each may incur as a result of their own actions in the performance of and/or provision of services under this Agreement.

15. TERMINATION:

A. Termination for the Convenience:

The Parties may terminate this Contract at any time and for any reason by giving at least seven (7) days advance notice, in writing, to the other Parties. The DCBDD shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2011**

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, the aggrieved party shall provide written notice of the breach or default to the breaching or defaulting party and permit the breaching or defaulting party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Contract may, at the election of the aggrieved party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, the DCBDD shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. Waiver:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If any Party fails to perform an obligation or obligations under this Contract and such failure(s) is (are) waived by the other Parties, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by any Party shall be authorized in writing and signed by an authorized Party representative.

D. Loss of Funding

It is understood by the DCBDD that availability of funds for this Contract and thus this Contract is contingent on appropriations made by the Local, State and/or Federal government. In the event that the Local, State and/or Federal reimbursement is no longer available to the DCDJFS, the DCBDD understands that changes and/or termination of this Contract will be required and necessary. Such changes and/or termination will be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by the DCDJFS.

16. SAFEGUARDING OF CLIENT:

The Parties agree that the use or disclosure of any information, including protected health information, by any Party concerning any individual eligible for or receiving Services provided pursuant to this Contract is strictly prohibited except as directly related to the administration of this Contract.

In furtherance of protecting protected health information, the Parties agree to comply with all applicable federal, state, and local laws and regulations, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations (the "CFR").

17. CIVIL RIGHTS:

DCDJFS and the DCBDD agree that as a condition of this Contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

18. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED:

The DCBDD agrees as a condition of this Contract to make all services and/or programs provided pursuant to this Contract accessible to the disabled/handicapped. The DCBDD further agrees as a condition of this Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Agreement.

20. DRUG-FREE WORKPLACE:

The DCBDD certifies and affirms that any staff, subcontractor, and/or independent contractor, including all field staff, agree to comply with all applicable state and federal laws regarding a drug-free workplace.

21. DMA FORM STATEMENT:

The DCBDD 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, the DCBDD agrees make such certification by completing the declaration of material assistance/non-assistance described in R.C. § 2909.33(A) and understands that this Contract is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Contract and by this reference made a part of this Contract.

22. FINDINGS FOR RECOVERY:

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

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2011

23. **NOTICES:**
All notices which may be required by this Contract or by operation of any rule of law shall be sent via certified mail or personally delivered to the following individuals at the following addresses and shall be effective on the date received :
- | | |
|--|--|
| DCBDD:
Robert Morgan, Superintendent | DCDJFS:
Mona Reilly, Director and Administrative Agent
for
Family and Children First Council
DCDJFS |
| DELAWARE COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES
7991 Columbus Pike
Lewis Center, OH 43035 | 140 N. Sandusky St., 2 nd Floor
Delaware, Ohio 43015 |
24. **GOVERNING LAW:**
This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.
25. **SEVERABILITY:**
If any item, condition, portion, or section of this Contract or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and be complied with.
26. **ENTIRE AGREEMENT:**
This Contract, along with all of its attachments, shall constitute the entire understanding and agreement between the Parties, 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.
27. **SIGNATURES:**
Any person executing this Contract in a representative capacity hereby warrants that he/she has authority to sign this Contract or has been duly authorized by his/her principal to execute this Contract on such principal's behalf.
28. **EFFECT OF SIGNATURE:**
The signatures of the Parties below indicate that the signers and the entities that they represent agree to be bound by all the terms and conditions of this Contract.

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

RESOLUTION NO. 11-675

IN THE MATTER OF APPROVING THE 2012 CONTRACT FOR THE PURCHASE OF SERVICES BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE DEPARTMENT OF JOB AND FAMILY SERVICES, AS ADMINISTRATIVE AGENT OF THE DELAWARE COUNTY FAMILY AND CHILDREN FIRST COUNCIL, AND THE DELAWARE COUNTY BOARD OF DEVELOPMENT DISABILITIES FOR A COUNCIL MANAGER:

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

Whereas, the Director of Jobs & Family Services recommends approval of the agreement with The Delaware County Board Of Development Disabilities for a council manager;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the agreement with The Delaware County Board Of Development Disabilities for a council manager.

**2012 CONTRACT
FOR THE PURCHASE OF SERVICES
BETWEEN THE DELAWARE COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES
AS ADMINISTRATIVE AGENT OF THE DELAWARE COUNTY FAMILY AND CHILDREN FIRST
COUNCIL
AND
DELAWARE COUNTY BOARD OF DEVELOPMENT DISABILITIES**

This Contract is entered into this 1st day of July, 2011 by and between the Delaware County Department of Job and

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2011**

Family Services (hereinafter, "DCDJFS"), whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES (hereinafter, "DCBDD") whose address is 7991 Columbus Pike, Lewis Center, Ohio 43035 (hereinafter collectively, the "Parties").

PRELIMINARY STATEMENTS

WHEREAS, the DCDJFS is in need of a Council Manager for the Delaware County Family and Children First Council, and

WHEREAS, DCBDD is qualified and willing to provide required services.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

PURPOSE OF CONTRACT:

DCBDD hereby agrees to provide one staff person, Kathy McWatters, for .5 FTE or 1020 hours, to act as Council Manager.

TERM:

This Agreement shall be effective July 1, 2011 through June 30, 2012.

SCOPE OF SERVICES/DELIVERABLES:

As Delaware County Family and Children First Council Manager, Kathy McWatters:

- will facilitate work of Family and Children First Council
- will serve as liaison with local, county and state agencies
- will meet as needed with partner agency administrators to assure compliance with all assigned project functions
- will work with fiscal and administrative agents to review monthly fiscal reports and provide budget oversight
- will seek additional funding resources
- will meet with the other community agency administrators to facilitate community collaborations and partnerships
- will provide effective project evaluation and implementation of data-driven improvements that will continually allow Family and Children First Council to meet the needs of the participants and the community

FINANCIAL AGREEMENT:

PAYMENT PROCEDURES:

The DCDJFS shall reimburse DCBDD for services at the rate of \$42,365.00.

Such payments shall be made in quarterly installments of \$10,591.25 with the first payment beginning July 1, 2011. (Other quarterly payments will be October 1, 2011, January 1, 2012 and April 1, 2012.)

MAXIMUM PAYMENT

DCBDD agrees to accept as full payment for services rendered in a manner satisfactory to the DCDJFS, the maximum amount of Forty-two Thousand Three Hundred and Sixty-five Dollars (\$43,365.00).

LIMITATION OF SOURCE OF FUNDS:

The DCBDD warrants that any costs incurred pursuant to this Contract will not be allowable to or included as a cost of any other federally financed program in either the current or a prior period.

DUPLICATE BILLING/OVERPAYMENT:

The DCBDD warrants that claims made to DCDJFS for payment, shall be for actual services rendered and do not duplicate claims made by the DCBDD to other sources of funding for the same services. In case of overpayments, the DCBDD agrees to repay the DCDJFS the amount of overpayment and that to which it is entitled.

INFORMATION REQUIREMENTS:

The DCBDD will provide such information to DCDJFS as is necessary to meet the specific fiscal and program requirements contained in this Contract. This shall include a quarterly and year end report of services provided and outcomes achieved.

AVAILABILITY AND RETENTION OF RECORDS:

At any time, during regular business hours, with reasonable notice and as often as the DCDJFS, the Comptroller General of the United States, the State, or other agency or individual authorized by the DCDJFS may deem necessary, the DCBDD shall make available to any or all the above named parties or

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2011**

their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. The DCDJFS and the above named parties shall be permitted by the DCBDD to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Contract.

The DCBDD, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Contract, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, the DCBDD shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

Prior to the destruction of any records related to performance of this Contract, regardless of who holds such records, the DCBDD shall contact the DCDJFS in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

INDEPENDENT FINANCIAL RECORDS:

The DCBDD shall maintain independent books, records, payroll, documents, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall at all reasonable times be subject to inspection, review, and/or audit by duly authorized federal, state, local, or DCDJFS personnel.

SERVICE DELIVERY RECORDS:

The DCBDD shall maintain records of services provided under this Contract. Such records shall be subject at all reasonable times to inspection, review or audit by duly authorized federal, state and/or DCDJFS personnel.

RESPONSIBILITY FOR INDEPENDENT AUDIT:

The DCBDD agrees, if required by the director of DCDJFS, to have conducted an independent audit of expenditures and records of service delivery associated with this Contract. The DCBDD is responsible for any and all costs associated with such an independent audit and shall make copies of such independent audit available to DCDJFS without cost to DCDJFS.

RESPONSIBILITY OF AUDIT EXCEPTIONS:

The DCBDD agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority that is in any way associated with this Contract. The DCBDD agrees to reimburse the DCDJFS and the Board the amount of any such audit exception.

INDEPENDENT CONTRACTORS:

The DCBDD shall act in performance of this Contract as an independent contractor. As an independent contractor, the DCBDD and/or its officers, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Board, DCDJFS, and Delaware County.

PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS:

(Other than audit) The DCDJFS, the Board, and the DCBDD, as a governmental entities/political subdivisions, lack authority to indemnify. As such, the Parties, agree to be and shall be responsible for their own actions resulting from their performance of and/or provision of services under this Contract. Therefore, the Parties agree to be individually and solely responsible for any and all claims, lawsuits, liability, losses, damages, injuries (including death), and/or related expenses that each may incur as a result of their own actions in the performance of and/or provision of services under this Agreement.

TERMINATION:

A. Termination for the Convenience:

The Parties may terminate this Contract at any time and for any reason by giving at least seven (7) days advance notice, in writing, to the other Parties. The DCBDD shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, the aggrieved party shall provide written notice of the breach or default to the breaching or defaulting party and permit the breaching or defaulting party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Contract may, at the election of the aggrieved party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, the DCBDD shall be entitled to receive compensation for any

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2011**

services satisfactorily performed hereunder through the date of termination.

C. Waiver:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If any Party fails to perform an obligation or obligations under this Contract and such failure(s) is (are) waived by the other Parties, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by any Party shall be authorized in writing and signed by an authorized Party representative.

D. Loss of Funding

It is understood by the DCBDD that availability of funds for this Contract and thus this Contract is contingent on appropriations made by the Local, State and/or Federal government. In the event that the Local, State and/or Federal reimbursement is no longer available to the DCDJFS, the DCBDD understands that changes and/or termination of this Contract will be required and necessary. Such changes and/or termination will be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by the DCDJFS.

SAFEGUARDING OF CLIENT:

The Parties agree that the use or disclosure of any information, including protected health information, by any Party concerning any individual eligible for or receiving Services provided pursuant to this Contract is strictly prohibited except as directly related to the administration of this Contract.

In furtherance of protecting protected health information, the Parties agree to comply with all applicable federal, state, and local laws and regulations, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations (the "CFR").

CIVIL RIGHTS:

DCDJFS and the DCBDD agree that as a condition of this Contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED:

The DCBDD agrees as a condition of this Contract to make all services and/or programs provided pursuant to this Contract accessible to the disabled/handicapped. The DCBDD further agrees as a condition of this Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Agreement.

DRUG-FREE WORKPLACE:

The DCBDD certifies and affirms that any staff, subcontractor, and/or independent contractor, including all field staff, agree to comply with all applicable state and federal laws regarding a drug-free workplace.

DMA FORM STATEMENT:

The DCBDD 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, the DCBDD agrees make such certification by completing the declaration of material assistance/non-assistance described in R.C. § 2909.33(A) and understands that this Contract is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Contract and by this reference made a part of this Contract.

FINDINGS FOR RECOVERY:

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

NOTICES:

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

DCBDD:
Robert Morgan, Superintendent

DCDJFS:
Mona Reilly, Director and Administrative
Agent for Family and Children First Council

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MINUTES FROM REGULAR MEETING HELD JUNE 27, 2011

DELAWARE COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES
7991 Columbus Pike
Lewis Center, OH 43035

DCDJFS
140 N. Sandusky St., 2nd Floor
Delaware, Ohio 43015

GOVERNING LAW:

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

SEVERABILITY:

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

ENTIRE AGREEMENT:

This Contract, along with all of its attachments, shall constitute the entire understanding and agreement between the Parties, 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.

SIGNATURES:

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

EFFECT OF SIGNATURE:

The signatures of the Parties below indicate that the signers and the entities that they represent agree to be bound by all the terms and conditions of this Contract.

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

RESOLUTION NO. 11- 676

IN THE MATTER ESTABLISHING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES AND DELAWARE, HANCOCK, KNOX, MARION, MORROW, SANDUSKY AND WOOD COUNTY BOARDS OF COMMISSIONERS AND THEIR RESPECTIVE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES FOR THE COLLABOR8 PILOT PROJECT:

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

Whereas, the Director of Jobs & Family Services recommends approval of the Collabor8 pilot project MOU between the Ohio Department of Job and Family Services and Delaware, Hancock, Knox, Marion, Morrow, Sandusky And Wood County Boards Of Commissioners And Their Respective County Department Of Job And Family Services For The Collabor8 Pilot Project;

Therefore, be it resolved that the Board of County Commissioners approve the MOU between the Ohio Department of Job and Family Services and Delaware, Hancock, Knox, Marion, Morrow, Sandusky And Wood County Boards Of Commissioners And Their Respective County Department Of Job And Family Services For The Collabor8.

**Collabor8 Pilot Project
MEMORANDUM OF UNDERSTANDING (MOU)**

Between

The Ohio Department of Job and Family Services, hereinafter referred to as "ODJFS", and the Delaware, Hancock, Knox, Marion, Morrow, Sandusky, and Wood County Departments of Job and Family Services, hereinafter referred to as "Collabor8 CDJFS", and the respective Boards of County Commissioners.

Article I - Authority and Basis for the Agreement

The Ohio Department of Job and Family Services is designated as the single state agency responsible for implementing federally funded programs including Medicaid, Cash Assistance and Food Assistance. ODJFS provides funding and supervises the implementation of these federally funded programs through other state agencies and county family service agencies.

Article II - Purpose and Scope

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The purpose of this Memorandum of Understanding (MOU) is to clearly identify the roles and responsibilities of each party as they relate to the implementation of a project named the Collabor8 Pilot Project hereinafter referred to as "pilot." The pilot shall include the seven participating counties that accept the terms of this MOU and attachments 1 - 6 incorporated herein through the signature of their agency Director and President of their Board of County Commissioners, and also have the approval of the ODJFS Leadership Team. The pilot is intended to streamline efficiency between Collabor8 CDJFS in delivering public assistance services (i.e., Medicaid, Cash Assistance, and Food Assistance) to applicants through the utilization of a virtual call center and consolidated/centralized imaging and case management (e.g. workflow). The virtual call center will be used to process all initial and reapplication applications/interviews, case changes and eligibility for public assistance for Collabor8 CDJFS as well as customer level inquiries. The Collabor8 CDJFS will work together under a common agreement (Attachment 4) to process and manage the workload as one project area.

To support this goal, call center technology, with consolidated/centralized imaging and case management (e.g. workflow), will be utilized as an access point with customers obtaining services for application submittal, interview, eligibility determination, case change processing, and customer service inquiries through a common toll free number.

The scope of this service delivery model represents a paradigm shift for customers, Collabor8 CDJFS, and ODJFS capitalizing on modernization to: 1) leverage available resources across agencies, 2) reduce or eliminate caseworker downtime inherent with a face to face scheduled interview system, 3) shift case responsibility from individual county caseworker ownership to Collabor8 CDJFS case bank ownership, 4) handle increased demand for services while ensuring compliance with federal and state regulations, and 5) allowing for flexibility to reduce barriers to access for applicants.

Both ODJFS and Collabor8 CDJFS must ensure that activities pursuant to this agreement are conducted in compliance with all applicable State and Federal laws, rules, and regulations including but not limited to Civil Rights, Health Insurance Portability and Accountability Act, and the State of Ohio Office of Budget and Management (OBM) regulations governing cost issues, and the most recent sub-grant agreement between each participating county agency and ODJFS.

Article III – Background

Current service delivery for public assistance is maintained within a single county project area, i.e., each county CDJFS agency is responsible to process and determine eligibility for residents within their own county. The pilot will serve to break down those county lines with shared Collabor8 CDJFS responsibility for public assistance service delivery.

Article IV - ODJFS Responsibilities Under This MOU

ODJFS shall undertake the following activities:

- A. Set the policy, administrative process and technology parameters for modernization across the state;
- B. Provide leadership in the development, communication, and supervision of modernization standards for all Ohio counties;
- C. Establish the specific performance measures and success criteria for the pilot (includes sharing of performance data among all Collabor8 CDJFS);
- D. Develop and execute the pilot closure criteria;
- E. Provide initial investment and procurement for ODJFS determined: CRIS-E enhancements (e.g. case bank collaboration database recognition, alert extraction, notice changes as appropriate), policy initiatives (e.g. pursue telephonic signature, project area recognition, waiver of face to face interview at initial application), and Call Center infrastructure (e.g. Automated Call Distribution, Voice over Internet Protocol [VOIP] phone purchase for Delaware, Hancock, Knox, Sandusky, predictive dialer, virtual hold). All hardware, software and licenses purchased by the State shall be titled in the name of the State and remain the property of the State;
- F. For the pilot year only, ODJFS will pay for the charges of ongoing expenses for Data Lines, Call Center ACD, Virtual Hold/Auto Callback, and Auto Dialer (all call center technology ongoing county costs excluding toll fees and VOIP for those counties selecting this option) for a six month period from the purchase date of equipment (i.e. the date the state actually purchases the equipment/software for the call center).
- G. Hosting and providing hardware administration for consolidated and centralized server(s) that meets ODJFS specifications and has capability to host county selected/procured imaging and case management solution. ODJFS will provide Help Desk Tier 1 incident management and reporting for the imaging and case management application;
- H. Establish service level agreements between Office of Information Services (OIS) and the

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Collabor8 CDJFS agencies;

I. Provide project management oversight for the pilot from initiation through pilot closure or transition;

J. Leverage state subject matter expertise to actively contribute towards development and piloting of the service delivery model;

K. Review of standardized county forms, policies, and procedures during the pilot;

L. Develop the procedure for other counties to join the pilot, integrate with the pilot for sharing of caseloads on a temporary or permanent basis, and/or establish a new project area;

M. The ODJFS Project Sponsor, Trudie Bormann, as identified by the ODJFS Director, and/or delegate, shall serve as the single point of contact for the MOU and pilot.

Article V - Collabor8 CDJFS Responsibilities Under This MOU

Collabor8 CDJFS shall undertake the following activities:

A. Notify ODJFS of a Collabor8 CDJFS single points of contact that represents all seven counties with respect to the MOU and pilot;

B. Develop and implement effective action plans to achieve goals and performance measures for the pilot;

C. Establish and track measures for productivity improvement, per Attachment 1;

D. Establish and manage the financial responsibilities and functions for the pilot that will ensure fiscal accountability, timely reporting and maintenance of adequate supporting documents;

E. Provide initial investment and procurement for *Delaware, Hancock, Knox, and Sandusky* county deliverables of Call Center infrastructure to include: Primary Rate Interface (PRI), connections, Direct Inward Dialing (DID) numbers, (Private Branch Exchange) PBX, and line connections to the public switched telephone network (PSTN) to support fail over processing. This technology must meet OIS standards to be integrated to OIS network;

F. Notwithstanding Article IV, Section F, responsible for ongoing costs associated with Call Center technologies (e.g. VOIP, Toll Charges, Data Lines, Call Center ACD, Virtual Hold/Auto Callback, and Auto Dialer), Note: circuits require a five year commitment;

G. Responsible for county selected consolidated/centralized imaging/case management solution that can be utilized by all Collabor8 CDJFS. The consolidated and centralized imaging and case management solution must integrate with the ODJFS hardware environment (application maintenance and support will be a county contracted, vendor supplied service);

H. Develop an external communication plan for updating stakeholders (e.g., ODJFS, county commissioners, prosecutors, etc.);

I. Leverage county subject matter expertise to actively contribute towards development and piloting of the service delivery model;

J. Appoint a call processing center manager to be responsible for meeting the management objectives for call center processing;

K. Develop a standardized Call Center Operations and Quality Control Manual for use in the virtual Call Center;

L. Develop call center staffing plans to identify the staffing allocation required by each county and how capacity will be adjusted to meet fluctuations in customer demand (and provide updates to ODJFS);

M. Develop a common tool or process to accept, track, and communicate customer complaints (and provide updates to ODJFS);

N. Subject to the concurrence of all participating counties and ODJFS, absorb customer demand from non-pilot counties, on a temporary or permanent basis;

O. Subject to the concurrence of all participating counties and ODJFS, allow other counties to join the pilot, determined on a case by case basis;

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P. Provide consultation, as necessary, for non-pilot counties on service delivery model;

Q. Provide ODJFS copies of any documents upon request, including but not limited to the Collabor8 service delivery model, Income Maintenance Procedures, the Call Center Operations and Quality Control Manual.

Article VI – Pilot Duration and Performance

A. The term and duration of the pilot shall be for a total of a twelve month period to begin July 1, 2011 and end June 30, 2012, subject to the termination provisions of Article VIII below.

B. The first two quarters of the twelve month period shall be for deployment of the infrastructure. The third and fourth quarters shall be for implementation of the full service delivery model. The fourth quarter shall also be to gather data and complete analysis of measures, as defined in Attachment 1. No later than the last month of the fourth quarter shall be the decision point to continue, expand or terminate the pilot.

Article VII – Modification

Collabor8 CDJFS administration for public assistance programs shall follow the established service delivery model as defined in Attachment 3. Any deviation from or alteration to this service delivery model requires the prior approval of ODJFS.

Article VIII - Suspension, Termination and Withdrawal

A. At the conclusion of the twelve month period for the pilot, ODJFS shall decide the disposition of the pilot and the service delivery model.

B. County withdrawal or termination from the pilot or MOU is at the sole discretion of ODJFS. The withdrawal process for Collabor8 CDJFS shall follow a process to be developed by ODJFS, and implemented by Collabor8 CDJFS and ODJFS.

C. Should a county withdraw from, fail to comply with a provision of, or be terminated from the pilot or MOU, the county agrees, if required by the ODJFS Director, to repay one seventh of the shared capital costs invested by ODJFS plus any additional capital cost invested by ODJFS which is specifically identifiable for the benefit of that county.

D. ODJFS may suspend or terminate the pilot or MOU at will by giving 45 days written notice to Collabor8 CDJFS.

E. Notwithstanding the provision of Article VIII, Section D above, ODJFS may suspend or terminate the pilot or MOU immediately upon delivery of written notice to Collabor8 if:

1. ODJFS discovers illegal activity associated with the pilot by any Collabor8 CDJFS;
2. ODJFS discovers any noncompliance by any Collabor8 CDJFS with any federal or state laws, rules or regulations, or provisions of this MOU;
3. ODJFS determines lack of funding to sustain the pilot; or
4. A federal agency disapproves of the pilot or MOU.

Article IX - Effective Date of MOU and Signature

This MOU shall be effective upon the signature of ODJFS and Collabor8 authorized officials. All parties indicate agreement with this MOU and attachments by their signatures on their respective signature pages, per Attachment 5.

Article X - Attachments

Attachment 1: Performance Measures

Attachment 2: Glossary

Attachment 3: Collabor8 CDJFS, Service Delivery Model Narrative Description

Attachment 4: Collabor8 CDJFS, Final signed Memorandum of Understanding

Attachment 5: Collabor8 Memorandum of Understanding Signature Pages

Attachment 5A: Delaware County Department of Job and Family Services

Attachment 5B: Knox County Department of Job and Family Services

Attachment 5C: Hancock County Department of Job and Family Services

Attachment 5D: Marion County Department of Job and Family Services

Attachment 5E: Morrow County Department of Job and Family Services

Attachment 5F: Sandusky County Department of Job and Family Services

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Attachment 5G: Wood County Department of Job and Family Services
Attachment 5H: Ohio Department of Job and Family Services Leadership Staff
Attachment 6: Significant Milestone Time Table

Attachment 1: Performance Measures

MEASURE	COLLABOR8 TARGET GOAL	COLLABOR8 STRETCH GOAL	DATA SOURCE
Performance Measures			
A. Standardization	99%	100%	- Collabor8 CDJFS Self Assessment - ODJFS Audits/Reviews
B. Productivity Staffing Workload Capacity Increase, due to - Case banking - Phone Interviews - Call Center Case Processing Time	10% 10% 10% TBD	15% 15% 15% TBD	Collabor8 CDJFS Collabor8 CDJFS Collabor8 CDJFS Collabor8 CDJFS
C. Application Timeliness	95%	97%	BIC
D. Payment Accuracy	95%	98%	BIC
E. Customer Complaints	97%	99%	Remedy
F. Work Participation - All Family - Two Parent	28% current* 31% current*	50% 90%	BIC *While work activity is not part of virtual call center and goals are greater than current performance, this pilot will be monitored to ensure no detriment to current performance.
Call Center Service Level Outcome Measures			
➤ Customer Service			Call Center ACD Reporting Tools
A. Service Level Percent of calls answered within 3 minutes	80%	85%	** Data to help establish these outcomes will come as the pilot progresses, and will be monitored in conjunction with Customer Complaints.
B. Average Speed of Answer Average customer wait time for calls answered by agents	5 minutes	4 minutes	
C. Calls Offered per day Number of customers that connect with the Call Center ACD	**1,800	1,800	
D. Calls Handled per day Number of callers that connect with the ACD and speak with an agent	1,600	1,750	

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➤ Customer Service, continued			
E. Abandon rate <i>Number of customers that drop the call after a specified time period (for informational messages)</i>	200	50	
F. Average Talk Time <i>Length of time a caller and agent spend on a call</i>	4 minutes	3 minutes, 30 sec	
G. Idle Time / Agent Utilization <i>Length of time an agent allocated to the Call Center does not spend on a call or on follow- up work.</i>	**TBD	TBD	
➤ Eligibility Application/Renewal			
A. Service Level <i>Percent of calls answered within 10 minutes</i>	80%	85%	
B. Average Speed of Answer <i>Average customer wait time for calls answered by agents</i>	10 minutes	7 minutes	
C. Calls Offered per day <i>Number of customers that connect with the Call Center ACD</i>	**325	325	
D. Calls Handled per day <i>Number of callers that connect with the ACD and speak with an agent</i>	275	325	
E. Abandon rate <i>Number of customers that drop the call after a specified time period (deciding to complete another time)</i>	25	0	
F. Average Talk Time <i>Length of time a caller and agent spend on a call</i>	25 minutes	18 minutes	
G. Idle Time / Agent Utilization <i>Length of time an agent allocated to the Call Center does not spend on a call or on follow- up work.</i>	**TBD	TBD	

Attachment 2: Glossary

Project Area: Project area is the county or Food Assistance defined area of residence within a state, in which an applicant/ recipient may file application for and participate in the Food Assistance program. No individual may participate in the Food Assistance program in more than one project area.

County Department of Job and Family Services (CDJFS) Agency: The CDJFS administers public assistance programs such as Child Care, Disability Financial Assistance (DFA), Food Assistance, Medicaid, Temporary Assistance to Needy Families (TANF) as defined by Ohio Administrative and Revised Codes.

Modernization: is the use of technological advancements and use of business process reengineering (Analysis, and design of workflows) to make the administration of public assistance programs more efficient. Organizational structures and service delivery to customers may be realigned as a result of modernization.

Attachment 3: Collabor8 CDJFS, Service Delivery Model Narrative

Need:
The Collabor8 project is part of an overall modernization initiative which is driven by the recognition that the current model for county delivery of services to customers across the State for Medicaid, Cash Assistance, and Food Assistance is not sustainable, as funding is anticipated to be inadequate for maintaining all programming, and the consumer demographic is growing and evolving.

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Goal:

The Collabor8 pilot is intended to streamline efficiency between Collabor8 CDJFS in delivering public assistance services (i.e., Medicaid, Cash Assistance, and Food Assistance) to customers through the utilization of a call center.

Activity to Address Need:

Current service delivery for public assistance is maintained within a single county project area, i.e., each county CDJFS agency is responsible to process and determine eligibility for customers within their county. The pilot will serve to break down those county lines with shared responsibility with Collabor8 CDJFS, being recognized as one project area for eligibility functions for public assistance. The call center will be used to process all initial and reapplication applications, interviews, and eligibility for public assistance as well as customer level inquiries and ongoing eligibility actions.

To support this goal, Call Center technology will be utilized as an access point with customers obtaining services for application submittal, interview, eligibility determination, case change processing, and customer service inquiries through a common toll free number. The counties will be logically connected by a call center to take the incoming calls from customers.

Additionally, imaging & case management (workflow) tools will be used to allow for management of case processing across county lines.

This shared call center processing will ultimately save costs by leveraging technology, creating substantial gains in efficiency and standardization, and promote collaboration initiatives which can be replicated throughout the state.

When fully implemented the project will include the following:

1. Counties will be linked via a call center;
2. Phone interviews will account for 90% of case processing;
3. Case banking (i.e. pooled cases rather than individual worker case loads) will be used for all cases in all counties (Prevention, Retention, and Contingency (PRC), and Work Activity cases and processing will be maintained at individual counties and not included in case bank.);
4. All counties will use a consolidated and centralized document imaging and workflow solution;
5. All counties will share phone traffic and case responsibility as if they were one county;
6. One customer call center manager will be appointed to be responsible for meeting the management objectives for call center processing and to oversee operations of the call center, coordinate with one point of contact per county to ensure adequate coverage and operations (staffing levels will be analyzed in relation to the number of incoming calls);
7. All counties will utilize common forms, manual notices, and county program plans (e.g. employment and training and good cause/hardship);
8. All counties will adhere to a common Call Center Operations Plan stipulating distribution of work, customer service resolution, and shared costs;
9. Collabor8 CDJFS Directors will meet monthly to monitor progress of pilot deliverables and time line;
10. Meetings of designated Administrators from each county will be held at least monthly to resolve issues that arise such as client complaints and possible service delivery failures;
11. Periodic Return On Investment (ROI), performance measures, and customer service level reports will be created and distributed to facilitate management of the call center;
12. Self assessment and ODJFS audits will be performed to verify that all counties are adhering to an approved Operations & Quality Control Manual that outlines a standardized service delivery model;
13. Documents will be accepted at any Collabor8 CDJFS and imaged to consolidated and centralized document imaging and workflow solution;
14. Produce anticipated return on investment: Minimum savings, through county staffing level management, of \$1.5M in one year by caseworkers becoming 30% more efficient, while not compromising service delivery to customers, through:
 - o Implementing Case Banking (assembly line approach) with standardization of business workflow - (minimum 10% - \$500K)

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- o Conducting 90% of all interviews by phone (10%- \$500K)
- o Call Center processes, diversion of calls to less costly Customer Service workers reduction of downtime due to missed appointments, and by round robin distribution of Eligibility and Customer Service workload across all eight counties (10% - \$500K)

Call Center Design

(Copies available in the Department Of Job And Family Services and Commissioners' Office until no longer of administrative value)

Attachment 4

Collabor8 Pilot Project Memorandum of Understanding entered into by and between the Delaware, Hancock , Knox, Marion, Morrow , Sandusky, and Wood County Boards of Commissioners and their respective County Department of Job and Family Services.

(Copies available in the Department Of Job And Family Services and Commissioners' Office until no longer of administrative value)

Attachment 5A: Signature Page

Delaware County Department of Job and Family Services

Attachment 5B: Signature Page

Knox County Department of Job and Family Services

Attachment 5C: Signature Page

Hancock County Department of Job and Family Services

Attachment 5D: Signature Page

Marion County Department of Job and Family Services

Attachment 5E: Signature Page

Morrow County Department of Job and Family Services

Attachment 5F: Signature Page

Sandusky County Department of Job and Family Services

Attachment 5G: Signature Page

Wood County Department of Job and Family Services

Attachment 5H: Signature Page

Ohio Department of Job and Family Services Leadership Team

Attachment 6

Significant Milestone Time Table

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Collabor8 Pilot Project
MEMORANDUM OF UNDERSTANDING (MOU)

Attachment 6
Significant Milestone Time Table

Time Frame	Deliverable
July, 2011	Pilot year begins.
July, 2011	Collabor8 CDJFS determined Performance Measures established for productivity rating
July, 2011	Collabor8 CDJFS releases Request For Proposal (RFP) for imaging/workflow solution to potential vendors AND Collabor8 CDJFS release Request for Letterhead Bid (RLB) for possible subscription agreement for imaging/workflow to potential vendors
July, 2011	Collabor8 CDJFS review of RLB and RFP
July, 2011	Collabor8 CDJFS selection of Vendor Agreement process initiated
July, 2011	Collabor8 CDJFS Award Notification/contract with selected vendor
August, 2011	Standardized case banking established in all Collabor8 CDJFS
November, 2011	ODJFS deployment of Call Center functionality to Collabor8 CDJFS
November, 2011	Collabor8 CDJFS Call Center Operations and Quality Control Manual developed
November, 2011	Collabor8 CDJFS call and case sharing (that which can be done with imaging-workflow access in place) to commence.
January, 2012	Collabor8 CDJFS Vendor to implement imaging solution
January, 2012	Full functionality of Collabor8 CDJFS pilot.

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

RESOLUTION NO. 11-677

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND JANTON COMPANY FOR JANITORIAL SUPPLIES FOR DELAWARE COUNTY:

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

Whereas, the Facilities Supervisor recommends approval of the contract with Janton Company for janitorial supplies for Delaware County;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract between The Delaware County Board of Commissioners and Janton Company for janitorial supplies for Delaware County.

Delaware County Board of Commissioners
Contract for Janitorial Supplies

This Contract made by and between:

Janton Company
3636 Lacon Rd.
Hillard, OH 43026

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

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

ARTICLE 1

1.1 The Contractor shall provide the goods and/or services described in the Bid Documents, which is attached hereto as Exhibit “A” and as necessary to produce the results intended by the Bid Documents for:

ITB #09-01 Janitorial Supplies
For Delaware County, Ohio

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ARTICLE 2

2.1 The Owner shall pay the Contractor for the performance of this Contract, subject to terms and conditions as provided in the Bid Documents, at an estimated annual value of Forty Thousand dollars (\$40,000.00), based upon the unit pricing and discount percentage set forth in the Bid Documents, submitted by the Contractor and opened on May 9th, 2011.

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor as goods and/or services are provided and approved by the Owner as provided in the Bid Documents.

ARTICLE 3

3.1 The original term of this contract shall be for two (2) years, beginning July 1, 2011, and ending June 30, 2013.

3.2 This Contract may be renewed at the end of the original period or any renewal period for up to two (2) additional one (1) year periods, if agreed upon in writing by both parties.

3.2 The Owner may, at its sole option, terminate this Contract with the contractor upon thirty (30) days written notice of its intent to do so. Furthermore, it is understood and agreed that should the Contractor fail to provide the quality of goods and/or service(s) as specified in the bid instructions, such failure shall constitute a breach of this Contract. Upon a breach of the Contract, the Owner may, at its sole option, terminate this Contract with the Contractor effective immediately upon written notice of its intent to do so. The Owner shall not be liable for payment of goods or services provided after the effective date of termination.

ARTICLE 4

4.1 This Contract shall embody the entire understanding of the parties and form the basis of the Contract between the Owner and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein, and made a part hereof. This Contract, along with all documents incorporated by reference, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

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

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

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

4.5 Insurance:

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

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

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

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

4.5.5 Proof of Insurance: Prior to the commencement of any work under this Contract, Contractor shall furnish

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the County with properly executed certificates of insurance for all insurance required by this Contract. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Contract.

4.6 No waiver of breach of any provision of this Contract shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Contract or any other provision hereof. No term or provision of this Contract shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

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

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

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

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

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

ARTICLE 5

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

5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Owner.

ARTICLE 6

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

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

RESOLUTION NO. 11-678

IN THE MATTER OF ESTABLISHING A NEW ORGANIZATIONAL KEY AND APPROVING
SUPPLEMENTAL APPROPRIATIONS FOR THE PROSECUTORS OFFICE:

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

Establish New Fund
24712304 Pre-Trial Diversion Fund

Supplemental Appropriations

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24712304-4201	Pre-Trial Diversion Fund/Diversion Fees	\$6000.000
24712304-5001	Pre-Trial Diversion Fund/Compensation	\$1005.00
24712304-5101	Pre-Trial Diversion Fund/Health Insurance	\$1440.00
24712304-5102	Pre-Trial Diversion Fund/Workers Compensation	\$25.00
24712304-5120	Pre-Trial Diversion Fund/OPERS	\$145.00
24712304-5131	Pre-Trial Diversion Fund/Medicare	\$15.00

Due to an opinion that was released on 5/26/11 regarding Pre-trial Diversion funds from the Attorney General’s office, we are establishing the above organization key and appropriations. Please see the below opinion and revised codes: “You are hereby advised that [R.C. 5705.10\(D\)](#) requires fees paid by persons participating in a pre-trial diversion program established pursuant to [R.C. 2935.36](#) to be deposited into a special fund created under [R.C. 5705.09\(F\)](#) for use in defraying the costs of supervising persons participating in the program. (2003 Op. Att’y Gen. No. 2003-005, overruled on the basis of statutory amendment.)”

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

RESOLUTION NO. 11-679

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND EDG, INC. FOR PROFESSIONAL SERVICES TO PROVIDE AN NFPA 70E – ARC FLASH HAZARD ANALYSIS FOR THE OLENTANGY ENVIRONMENTAL CONTROL CENTER, SCIOTO RESERVE WWTP AND TARTAN FIELDS WWTP:

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

Whereas, the Director of Environmental Services recommends the agreement with EDG, Inc. for professional services to provide an NFPA 70E – Arc Flash Hazard Analysis for the Olentangy Environmental Control Center, Scioto Reserve WWTP and Tartan Fields WWTP;

Therefore Be It Resolved, that the Board of Commissioners approve the agreement with EDG, Inc. for professional services to provide an NFPA 70E – Arc Flash Hazard Analysis for the Olentangy Environmental Control Center, Scioto Reserve WWTP and Tartan Fields WWTP.

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONSULTANT
FOR
CONSULTING SERVICES
FOR
OLENTANGY ENVIRONMENTAL CONTROL CENTER,
SCIOTO RESERVE WWTP &
TARTAN FIELDS WWTP
NFPA 70E – ARC FLASH HAZARD ANALYSIS**

THIS IS AN AGREEMENT effective as of June 27th , 2011 (“Effective Date”) between Delaware County Board of Commissioners (“Owner”) and EDG, Inc. (“Consultant”).
Owner intends to Retain consulting services provide Arc Flash Hazard Analysis and Training as required by NFPA 70E for the Olentangy Environmental Control Center, Scioto Reserve Treatment Plant and the Tartan Fields Treatment Plant

ARTICLE 1 – SERVICES OF CONSULTANT

- 1.01 *Technical Scope*
- A.

Consultant shall provide, or cause to be provided, the services set forth herein and in Exhibit A including all Appendices to Exhibit A.
- B.

Technical scope may be reduced or amended at the discretion of the Sanitary Engineer if provided in writing to the Consultant. Increases to the technical scope that exceed the contract price as detailed in Exhibit A shall only be allowed through a formal contract amendment.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

- 2.01 *General*
- A.

Owner shall pay Consultant as set forth in Exhibit A and B.

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ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Consultant shall begin rendering services as of the Effective Date of the Agreement.

3.02 *Time for Completion*

- A. Consultant shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services is impaired, or Consultant's services are delayed or suspended, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Consultant's performance of its services.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices.* Consultant shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit B. Consultant shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Failure to Pay.* If Owner fails to make any payment due Consultant for services and expenses within 30 days after receipt of Consultant's invoice, then:
1. Consultant may, after giving fourteen days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Consultant for any such suspension.
- B. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.
- C. *Legislative Actions.* If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on Consultant's services or compensation under this Agreement, then the Consultant may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Consultant is entitled under the terms of Exhibit B.

ARTICLE 5 – OPINIONS OF COST – NOT USED

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. The standard of care for all professional Consulting and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Consultant's services. Consultant shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.

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- B. Consultant may employ such Consultants as Consultant deems necessary to assist in the performance or furnishing of the services as approved by Owner.
- C. Subject to the standard of care set forth in Paragraph 6.01.A, Consultant and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- D. Consultant and Owner shall comply with applicable Laws and Regulations and Owner-mandated standards that Owner has provided to Consultant in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Consultant's scope of services, times of performance, and compensation.
- E. Consultant shall not be required to sign any documents, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain. Owner agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant signing any such documents.

6.02 *Design Without Construction Phase Services- Not Used*

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Owner) whether or not the Project is completed.
- B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Consultant grants Owner a license to use the Documents on the Project, extensions of the Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Owner or others on extensions of the Project or on any other project without written verification or adaptation by Consultant; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's Consultants;

6.04 *Insurance*

- A. Consultant shall procure and maintain insurance as set forth in Exhibit C, "Insurance." Consultant shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Consultant.
- B. Consultant shall deliver a certificate of insurance evidencing the coverages indicated in Exhibit C. Such certificate shall be furnished prior to commencement of Consultant's services and at renewals thereafter during the life of the Agreement.

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- C. All policies of property insurance relating to the Project shall contain provisions to the effect that Consultant's and Consultant's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Consultant or its Consultants, or any insureds or additional insureds thereunder.
- D. At any time, Owner may request that Consultant or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit C. If so requested by Owner, and if commercially available, Consultant shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit C will be supplemented to incorporate these requirements.
- E. Consultant shall also deliver properly executed endorsements evidencing the listing of Owner as an additional insured, pursuant to Paragraph 6.04.A

6.05 *Suspension and Termination*

- A. Suspension.

By Owner: Owner may suspend the Project upon seven days written notice to Consultant.

By Consultant: If Consultant's services are substantially delayed through no fault of Consultant, Consultant may, after giving fourteen days written notice to Owner, suspend services under this Agreement.

- B. Termination. The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- b. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 45 days after the date of receipt of the notice.

- 2. For convenience,

- a. By Owner effective upon Consultant's receipt of notice from Owner.

- C. *Effective Date of Termination.* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Consultant to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

- D. Payments Upon Termination.

- 1. In the event of any termination under Paragraph 6.05, Consultant will be entitled to invoice Owner and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state in which the Project is located.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Consultant are hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Consultant (and to the extent permitted by Paragraph

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6.07.B the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. The Consultant may not assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Consultant to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Consultant and not for the benefit of any other party.
3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

A. Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit D or other provisions of this Agreement, or exercising their rights under law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit D. If Exhibit D is not included, or if no dispute resolution method is specified in Exhibit D, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site – Not Used*

6.10 *Indemnification and Mutual Waiver*

A. *Indemnification by Consultant.* To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Owner, and Owner's officers, directors, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of Consultants, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or Consultants.

B. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Consultant waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 *Miscellaneous Provisions*

A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Consultant, who agree that the Agreement shall be reformed to

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replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

6.12 *Campaign Finance – Compliance with O.R.C. § 3517.13*

- A. 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 Consultant /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.

6.13 *Homeland Security*

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

6.14 *Findings for Recovery*

- A. Consultant hereby certifies that it is not subject to any unresolved findings for recovery issued against it by the Auditor of State.

6.15 *Non-Discrimination*

- A. Consultant hereby certifies that it is, and at all times while the Agreement is in effect shall remain, in compliance with all applicable laws concerning or related to non-discrimination and equal opportunity employment.

6.16 *Limitation of Consultant Liability*

- A. *Consultants's Liability Limited to Amount of Consultants's Compensation:* To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of *Consultant* and *Consultant's* officers, directors, members, partners, agents, employees, and Sub-Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of *Consultant* or *Consultant's* officers, directors, members, partners, agents, employees, or Sub-Consultants shall not exceed the total compensation received by *Consultant* under this Agreement and any insurance proceeds.

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ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above or in the exhibits.
 - 1. *Additional Services* – The services to be performed for or furnished to Owner by Consultant in accordance with Exhibit A, Part 2, of this Agreement.
 - 2. *Basic Services* – The services to be performed for or furnished to Owner by Consultant in accordance with Exhibit A, Part 1, of this Agreement.
 - 3. *Consultants* – Individuals or entities having a contract with Consultant to furnish services with respect to this Project as Consultant’s independent professional associates, consultants, subcontractors, or vendors.
 - 4. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Consultant to Owner pursuant to this Agreement.
 - 5. *Drawings* – That part of the Contract Documents prepared or approved by Consultant which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
 - 6. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
 - 7. *Reimbursable Expenses* – The expenses incurred directly by Consultant in connection with the performing or furnishing of Basic and Additional Services for the Project.
 - 8. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
 - 9. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Consultant or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*

- A. Exhibit A, “Consultant’s Services,” consisting of 10 pages.
- B. Exhibit B, “Payments to Consultant for Services and Reimbursable Expenses,” consisting of 5 pages.
- C. Exhibit C, “Insurance,” consisting of 2 pages.
- D. Exhibit D, “Dispute Resolution,” consisting of 2 pages.
- E. Exhibit E, “Amendment to Owner-Consultant Agreement,” consisting of 3 pages.

8.02 *Total Agreement*

- A. This Agreement (consisting of pages 1 to 12 inclusive, together with the exhibits identified above) constitutes the entire agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or

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canceled by a duly executed written instrument based on the format of Exhibit E to this Agreement.

8.03 *Designated Representatives*

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

This is EXHIBIT A, consisting of 10 pages, referred to in and part of the Agreement between Owner and Consultant for Professional Services dated , .
Consultant's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Consultant shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A.1.01 *Arc Hazard Analysis and Training*

- A. Consultant shall:
1. Consult with Owner to define and clarify requirements for the Project and available data.
 2. Perform all necessary work to provide deliverables and services as defined in Appendix 1- Consultant's technical proposal dated May 11, 2011.
 3. Revise the deliverables in response to Owner's comments, as appropriate, and furnish 2 copies of the revised documents and any other deliverables to the Owner within 7 calendar days of receipt of Owner's comments.
- B. Consultant's services under BASIC SERVICES Preliminary will be considered complete on the date when the documents as defined in the Exhibits of this agreement and all other deliverables have been delivered to and found acceptable to the Owner.

A.1.02 *Construction Phase-Not Used*

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Consultant shall furnish or obtain from others Additional Services of the types listed below.
1. Services resulting from changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Consultant's control.
 2. Services resulting from Owner's request to evaluate additional alternative solutions beyond those identified Preliminary Consultanting and Permitting Phase .
 3. Furnishing services of Consultant's Consultants for other than Basic Services.
 4. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
 5. Other services performed or furnished by Consultant not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization – Not Used

This is EXHIBIT B, consisting of 1 pages, referred to in and part of the Agreement between Owner and Consultant for Professional Services dated , .

Payments to Consultant for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

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ARTICLE 2 – OWNER’S RESPONSIBILITIES

B2.01 Compensation For Basic Services Standard Hourly Rates Method of Payment

- B. Owner shall pay Consultant for Basic Services set forth in Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Consultant’s employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Consultant’s Consultant’s charges, if any.
 - 1. The total compensation for services under Paragraph B2.01 shall not exceed \$24,400.00.
 - 2. The hourly rates as defined in Appendix 1 include all labor, overhead, profit, Reimbursable Expenses and Consultant’s subconsultant’s charges.
 - 3. The amounts billed for Consultant’s services under Paragraph B2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Consultant’s employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Consultant’s Consultant’s charges.
 - 4. The Standard Hourly Rates will be adjusted annually (as of 7/1/2008) to reflect equitable changes in the compensation payable to Consultant. Rate adjustments have been contemplated in the not to exceed value and will not cause an increase in total fee or decrease in scope of work.

B2.02 Compensation For Reimbursable Expenses – not used.

B2.03 Other Provisions Concerning Payment

- C. Whenever Consultant is entitled to compensation for the charges of Consultant’s Consultants, those charges shall be the amounts billed by Consultant’s Consultants to Consultant times a factor of 1.0.
- D. Factors. The external Reimbursable Expenses and Consultant’s Consultant’s factors include Consultant’s overhead and profit associated with Consultant’s responsibility for the administration of such services and costs.
- E. To the extent necessary to verify Consultant’s charges and upon Owner’s timely request, Consultant shall make copies of such records available to Owner at cost.

This is Appendix 2 to EXHIBIT B, consisting of 4 pages, referred to in and part of the Agreement between Owner and Consultant for Professional Services dated , .

Standard Hourly Rates Schedule

- F. Standard Hourly Rates
 - 1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit B and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
 - 2. The Standard Hourly Rates will be adjusted annually (as of 7/1/2008) to reflect equitable changes in the compensation payable to Consultant, and shall not exceed 3%.
 - 3. The Standard Hourly Rates apply only as specified in Article B2.
- G. Schedule

Hourly rates for services performed on or after the date of the Agreement are as included in this Exhibit:

This is EXHIBIT C, consisting of 2 pages, referred to in and part of the Agreement between Owner and Consultant for Professional Services dated , .

Insurance

Paragraph 6.04 of the Agreement is amended and supplemented to include the following agreement of the parties.

C6.04 Insurance

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- H. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:
1. By Consultant:
- a. Workers’ Compensation: Statutory
 - b. Employer’s Liability --
 - 1) Each Accident: \$1,000,000
 - 2) Disease, Policy Limit: \$1,000,000
 - 3) Disease, Each Employee: \$1,000,000
 - c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - 2) General Aggregate: \$2,000,000
 - d. Excess or Umbrella Liability --
 - 1) Each Occurrence: \$2,000,000
 - 2) General Aggregate: \$2,000,000
 - e. Automobile Liability --
 - 1) Bodily Injury:
 - a) Each Accident \$1,000,000
 - 2) Property Damage:
 - a) Each Accident \$1,000,000
 - 3) Combined Single Limit (Bodily Injury and Property Damage):
Each Accident \$2,000,000
 - f. Professional Liability –
 - 1) Each Claim Made \$2,000,000
 - 2) Annual Aggregate \$2,000,000
2. The Owner shall be listed on Consultant’s general liability policy as provided in Paragraph 6.04.A.

This is EXHIBIT D, consisting of 2 pages, referred to in and part of the Agreement between Owner and Consultant for Professional Services dated , .

Dispute Resolution

Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

D6.08 Dispute Resolution

- I. Mediation. Owner and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by a mutually agreeable mediator. Notice of any Dispute must be made to the opposing party within 30 days after the Dispute has arisen, otherwise the Dispute shall be deemed waived. If such mediation is unsuccessful in resolving a Dispute, then (a) the parties shall employ Arbitration as detailed below.
- J. Arbitration. All Disputes between Owner and Consultant shall be settled by arbitration in accordance with the American Arbitration Association (AAA) Construction Industry Arbitration Rules effective at the Effective Date of the Agreement, subject to the conditions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance with this Paragraph D6.08.A will be specifically enforceable under prevailing law of any court having jurisdiction.
1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the AAA. The demand must be made within 30 days after the termination of mediation pursuant to Paragraph D6.08.A. In no event may the demand for arbitration be made after the date

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- when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.
2. The award rendered by the arbitrators shall be in writing, and shall include: (i) a precise breakdown of the award; and (ii) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.
 3. The award rendered by the arbitrators will be consistent with the Agreement of the parties and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.
 - a. If a Dispute in question between Owner and Consultant involves the work of a Contractor, subcontractor, or consultants to the Owner or Consultant (each a “Joinable Party”), either Owner or Consultant may join each Joinable Party as a party to the arbitration between Owner and Consultant hereunder, and Consultant or Owner, as appropriate, shall include in each contract with each such Joinable Party a specific provision whereby such Joinable Party consents to being joined in an arbitration between Owner and Consultant involving the work of such Joinable Party. Nothing in this Paragraph D6.08.A.5 nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Consultant that does not otherwise exist.

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Consultant for Professional Services** dated _____, _____.

AMENDMENT TO OWNER-CONSULTANT AGREEMENT

4. Background Data:
 - a. Effective Date of Owner-Consultant Agreement: _____
 - b. Owner: Delaware County Board of Commissioners
 - c. Consultant: EDG, Inc.
 - d. Project: OLENTANGY ENVIRONMENTAL CONTROL CENTER, SCIOTO RESERVE and TARTAN FIELDS NFPA 70E – ARC FLASH HAZARD ANALYSIS
5. Nature of Amendment [Check those that are applicable and delete those that are inapplicable.]

_____ Additional Services to be performed by Consultant

_____ Modifications to Services of Consultant

_____ Modifications to Responsibilities of Owner

_____ Modifications to Payment to Consultant

_____ Modifications to Time(s) for rendering Services

_____ Modifications to other terms and conditions of the Agreement
6. Description of Modifications

Attachment 1, “Modifications”
[List other Attachments, if any]

Owner and Consultant hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

This is Attachment 1, consisting of 1 pages, to Amendment No. _____, dated _____, _____.

Modifications

[Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

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1. Consultant shall perform the following Additional Services:
2. The Scope of Services currently authorized to be performed by Consultant in accordance with the Agreement and previous amendments, if any, is modified as follows:
3. The responsibilities of Owner are modified as follows:
4. For the Additional Services or the modifications to services set forth above, Owner shall pay Consultant the following additional or modified compensation:
5. The schedule for rendering services is modified as follows:
6. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

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

RESOLUTION NO. 11-680

IN THE MATTER OF CERTIFYING TO THE COUNTY AUDITOR SANITARY SEWER CAPACITY CHARGES FOR 6042 S. OLD STATE ROAD, LEWIS CENTER, OHIO 43035:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to certify the Sanitary Sewer Capacity Charges as follows:

Whereas, 6042 S. Old State Road, Lewis Center, Ohio 43035 has requested to make tap connections to the Delaware County sewer system; and

Whereas, 6042 S. Old State Road, Lewis Center, Ohio 43035 has requested to pro-rate charges over a 10 year period, and

Whereas, the Sanitary Engineer recommends approval of the connection and the 10 year pro-rated charge;

Now Therefore Be It Resolved, that The Board of Commissioners approve the following:

6042 S. Old State Road, Lewis Center, Ohio 43035

In the amount of \$1,900.00 with \$714.40 finance charge (pro-rated over a 10 year period) making total of \$2,614.40 for placement on tax duplicate. Bi-annual payment being \$130.72.

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

RESOLUTION NO. 11-681

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR THE ESTATES OF RIVER RUN:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following Sanitary Subdivider's Agreement:

**SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 27 day of June 2011, by and between MARGELLO DEVELOPMENT COMPANY herein after called "SUBDIVIDER", and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the ESTATES OF RIVER RUN Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER **\$29,500.00**, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for **10** equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for Estates of River Run, all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

OPTIONS:

- (1) Should SUBDIVIDER elect to record the plat prior to beginning construction, SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$41,516.00**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.

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- (2) Should SUBDIVIDER elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as SUBDIVIDER elects to record the plat. At that time, the SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the SANITARY ENGINEER.

The SUBDIVIDER hereby elects to use Option _2_ for this project.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or the contractor's agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be replaced by the SUBDIVIDER, when in the opinion of the COUNTY, the representative's performance is deemed inadequate.

The SUBDIVIDER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this Subdivision.

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall pay the DELAWARE COUNTY SANITARY ENGINEER **\$1,453.00** which is equal to three and one-half percent (3½%) of the estimated construction cost of the IMPROVEMENTS for plan review. The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$3,500.00** estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of \$500.00 or less, as a result of charges against the same at the rate of:

INSPECTOR \$75.00 per hour
CAMERA TRUCK \$150.00 per hour

for time spent by said SANITARY ENGINEER or his or her staff, the SUBDIVIDER shall make an additional deposit of \$500.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- (1) "as built" drawings of the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in DWG format & PDF format.
- (2) An excel spreadsheet, from a template as provided by the DELAWARE COUNTY SANITARY ENGINEER, shall accompany the plan submittal showing the locations of the manholes in Ohio

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State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.

- (3) an itemized statement showing the cost of IMPROVEMENTS
- (4) an Affidavit or waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.
- (5) documentation showing the required sanitary sewer easements

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or its agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

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

RESOLUTION NO. 11-682

IN THE MATTER OF APPROVING CHANGE ORDER #1 FOR THE ROOFING RENOVATIONS PROJECT AT OLENTANGY ENVIRONMENTAL CONTROL CENTER:

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

Whereas, the County has previously executed a Purchase Order for the roofing renovations at the Olentangy Environmental Control Center to the State bid holder Garland Industries (Contractor), and

Whereas, during construction, the Contractor found portions of the roof's underlayment had become structurally unsound due to water infiltration, and

Whereas, the unforeseen damage of the underlayment reduced the structural integrity and life of the roof, and

Whereas, the Contractor brought the issue to the attention of County Sewer District staff inspecting the improvements who assessed the roof and concurred with the Contractor's findings, and

Whereas, the County Sewer District staff directed the Contractor to replace the roof underlayment system and proceed with the project as planned, and

Whereas, the Contractor provided a cost for this unforeseen, additional work in the amount of \$9,223.28, and

Whereas, the Contractor completed the planned project in such an exact and professional manner that there were leftover roofing materials, including standing seam metal panels, and

Whereas, the County Sewer District staff requested the contractor provide a quote to replace the roof of the last remaining cedar shake building on site with these extra materials, and

Whereas, the Contractor provided a cost of \$5,000.00 to complete the work items required to properly repair the existing and new roof systems of the last building, and

Whereas, County Sewer District staff reviewed the change order request and found it to be of fair value and in accordance with state bid terms, and

Whereas, County Sewer District staff recommends approval of Change Order #1, including both increases, in the total amount of \$14,223.28.

Therefore, be it resolved that the Board of County Commissioners approve Change Order No. 1 to the Roofing Renovations project at the Olentangy Environmental Control Center in the amount of Fourteen Thousand Two Hundred Thirty Three Dollars and Twenty Eight Cents (\$14,233.28).

Furthermore, be it resolved that Purchase Order No. P1103970 be increased in the amount of \$14,233.28.

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Change Order
No. 1

Date of Issuance: 6/20/2011		Effective Date:
Project: OECC Roofing Renovation	Owner: Delaware County Board of Commissioners	Owner's Contract No.: P1103970
Contract: OECC Roofing Renovations		Date of Contract: 09/09/2010
Contractor: Design Build Solutions		Engineer's Project No.: P1103970

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Payment to Design Build Solutions for extra sheeting required due to failing roofing sub-system and for renovation to the last remaining cedar shake building within the O.E.C.C. plant.

Attachments: (List documents supporting change): C.O. Requests Letter

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ 114,911.00	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): No Change Ready for final payment (days or date): No Change
Increase from previously approved Change Orders No. 0 to No. 0: \$ 0	[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1: Substantial completion (days): No Change Ready for final payment (days): No Change
Contract Price prior to this Change Order: \$ 114,911.00	Contract Times prior to this Change Order: Substantial completion (days or date): No Change Ready for final payment (days or date): No Change
Increase of this Change Order: \$ 14,233.28	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): No Change Ready for final payment (days or date): No Change
Contract Price incorporating this Change Order: \$ 129,144.28	Contract Times with all approved Change Orders: Substantial completion (days or date): No Change Ready for final payment (days or date): No Change

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

RESOLUTION NO. 11-683

IN THE MATTER OF APPROVING CHANGE ORDER #2 FOR THE ROOFING RENOVATIONS
PROJECT AT OLENTANGY ENVIRONMENTAL CONTROL CENTER:

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

Whereas, the County has previously executed a Purchase Order for the roofing renovations at the Olentangy Environmental Control Center to the State bid holder Garland Industries (Contractor), and

Whereas, the Contractor has followed County provided specifications while installing the finished product, and

Whereas, it was later determined that ice dam materials should be installed for the safety of personnel and guests walking below the metal roof eaves, and

Whereas, the Contractor provided a quote of \$9,293.00 to supply and install the additional 176 feet of ice dam material, and

Whereas, County Sewer District staff reviewed the change order request and found it to be of fair value and in accordance with state bid terms, and

Whereas, County Sewer District staff recommends approval of Change Order #2 in the amount of \$9,293.00.

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Therefore be it resolved that the Board of County Commissioners approve Change Order No. 2 to the Roofing Renovations Project at the Olentangy Environmental Control Center in the amount of Nine Thousand Two Hundred Ninety Three Dollars (\$9,293.00).

Furthermore, be it resolved that Purchase Order No. P1103970 be increased in the amount of \$9,293.00.

Change Order
No. 2

Date of Issuance: 6/20/2011		Effective Date:
Project: OECC Roofing Renovation	Owner: Delaware County Board of Commissioners	Owner's Contract No.: P1103970
Contract: OECC Roofing Renovations		Date of Contract: 09/09/2010
Contractor: Design Build Solutions		Engineer's Project No.: P1103970
The Contract Documents are modified as follows upon execution of this Change Order:		
Description: Payment to Design Build Solutions for requested addition of ice dam materials in order to better protect County employees.		
Attachments: (List documents supporting change): C.O. Requests Letter		
CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days	
\$ 114,911.00	Substantial completion (days or date): No Change	
	Ready for final payment (days or date): No Change	
Increase from previously approved Change Orders	[Increase] [Decrease] from previously approved Change Orders	
No. 0 to No. 1:	No. 1 to No. 1:	
\$ 14,233.28	Substantial completion (days): No Change	
	Ready for final payment (days): No Change	
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:	
\$ 129,144.28	Substantial completion (days or date): No Change	
	Ready for final payment (days or date): No Change	
Increase of this Change Order:	[Increase] [Decrease] of this Change Order:	
\$ 9,293.00	Substantial completion (days or date): No Change	
	Ready for final payment (days or date): No Change	
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:	
\$ 138,437.28	Substantial completion (days or date): No Change	
	Ready for final payment (days or date): No Change	

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

RESOLUTION NO. 11-684

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE TRANSFER STATION:

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

Supplemental Appropriation		
68011916-5301	Solid Waste/Professional Services	6,500.00
68011916-5328	Solid Waste/Maintenance & Repair	8,000.00
68011916-5260	Solid Waste/Inventoried Tools	1,000.00

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

RESOLUTION NO. 11-685

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10:00AM - IN THE MATTER OF OPENING PUBLIC HEARING # 2 FOR DELAWARE COUNTY’S
FORMULA 2011 CDBG GRANT:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to open the hearing.

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

RESOLUTION NO. 11-686

IN THE MATTER OF CLOSING THE PUBLIC HEARING # 2 FOR DELAWARE COUNTY’S
FORMULA 2011 CDBG GRANT:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to close the hearing.

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

RESOLUTION NO. 11-687

IN THE MATTER OF RENAMING AN ORGANIZATIONAL KEY AND APPROVING
SUPPLEMENTAL APPROPRIATIONS FOR THE ODNR 2011 MARKET DEVELOPMENT GRANT
AGREEMENT:

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

Renaming Fund		
22011503	ODNR Market Development Grant	
Supplemental Appropriation		
22011503-5365	ODNR Market Development Grant/Grant Related Services	250,000.00

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

RESOLUTION NO. 11-688

IN THE MATTER OF APPROVING A MENTAL HEALTH EMERGENCY SECURITY AND
TRANSPORT SERVICE AGREEMENT EXTENSION BETWEEN THE BOARD OF
COMMISSIONERS OF DELAWARE COUNTY; THE SHERIFF OF DELAWARE COUNTY;
GRADY MEMORIAL HOSPITAL AND THE DELAWARE-MORROW MENTAL HEALTH &
RECOVERY SERVICES BOARD:

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

Whereas, The Delaware-Morrow Mental Health & Recovery Services Board and Staff recommend approval of the Mental Health Emergency Security And Transport Service Agreement Extension Between The Board Of Commissioners Of Delaware County; The Sheriff Of Delaware County; Grady Memorial Hospital And The Delaware-Morrow Mental Health & Recovery Services Board;

Whereas, the Sheriff’s Office Staff recommends approval of the Mental Health Emergency Security And Transport Service Agreement Extension Between The Board Of Commissioners Of Delaware County; The Sheriff Of Delaware County; Grady Memorial Hospital And The Delaware-Morrow Mental Health & Recovery Services Board

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Mental Health Emergency Security And Transport Service Agreement Extension Between The Board Of Commissioners Of Delaware County; The Sheriff Of Delaware County; Grady Memorial Hospital And The Delaware-Morrow Mental Health & Recovery Services Board.

MENTAL HEALTH
EMERGENCY SECURITY AND TRANSPORT
SERVICE AGREEMENT
EXTENSION
(7/1/11 through 6/30/12)

This agreement entered into by and between the Board of Commissioners of Delaware County, Ohio (hereinafter referred to as "County"), Sheriff of Delaware County, Ohio (hereinafter referred to as "Sheriff"), Grady Memorial Hospital, Delaware, Ohio (hereinafter referred to as "Hospital) and the Delaware-Morrow Mental Health & Recovery Services Board, Delaware, Ohio (hereinafter referred to as "Board").

Recitals

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WHEREAS the parties hereto have previously entered into a mental health emergency security and transport service agreement extending through June 30, 2011 (hereinafter the "Agreement") and the parties desire to further extend the Agreement for an additional year; and

FURTHER WHEREAS the Sheriff will maintain the rates for the services of the type contracted for through June 30, 2012 at \$34.00 per hour for each Deputy;

NOW THEREFORE, the parties mutually agree that the Mental Health Emergency Security and Transport Service Agreement is extended for an additional one year term commencing July 1, 2011 and ending June 30, 2012 upon the same terms, conditions and considerations as in effect on June 30, 2011.

IT IS FURTHER AGREED, that all of the certifications and covenants set forth in the Agreement shall be recertified and reaffirmed as applicable.

IN EXECUTION THEREOF, the undersigned parties have set their hands on this extension through their duly authorized representatives on the dates indicated, with an effective date of July 1, 2011.

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien

- Central Ohio Youth Center; Concerns On The Cost And Possible Temporary Closing Of The Facility Due To Expensive Issues Found During Renovation Project

Commissioner Thompson

-On July 2nd Will Attend The 50th Anniversary Celebration In Radnor

Commissioner Stapleton

-Attended Holiday Events Is Powell And Genoa

-Attended A CORSA Meeting; Concerns On Lighting Strikes And Insurance Coverage For The Counties Specifically For 911 Centers and Recommends Counties Meet With Their Prosecutors For Concerns On Senate Bill 177 For The New DNA Requirements For Prisoners

-Work Session Later Today

RESOLUTION NO. 11-689

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

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn into Executive Session at 10:32AM.

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

RESOLUTION NO. 11-690

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

RESOLUTION NO. 11-691

IN THE MATTER OF APPROVING THE HOUSING ADVISORY COUNCIL FOR DELAWARE COUNTY:

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

WHEREAS, the Ohio Department of Development (ODOD) is requiring all local governments receiving CDBG funds to prepare an Analysis of Impediments to Fair Housing; and

WHEREAS, a requirement of the Analysis of Impediment is to appoint a Housing Advisory Council (HAC) to give their input on housing issues; and

WHEREAS, Ohio Department of Development requires that the HAC have representatives from certain sectors.

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MINUTES FROM REGULAR MEETING HELD JUNE 27, 2011

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

Section 1. That the Delaware County Commissioners determine that the following people be approved from the following sectors as the volunteer Housing Advisory Council for a period of three years starting on July 1, 2011 and ending on June 30, 2014.

- Local Government (elected)- Tommy Thompson
- Community Action – Rochelle Twining
- Community Development – Gus Comstock/Dottie Brown
- Delaware Morrow Mental Health – Paul Damon
- Council for Older Adults – Fara Waugh
- Helpline – Sue Hanson
- Turning Point – Paula Roller
- Metropolitan Housing Authority – Cindy Kauble
- Del Mor Dwellings – Jim Wilson
- Family Promise – Jennifer Dunkle
- Habitat for Humanity – Harry Pape
- Job & Family Service – Angela Thomas
- Fair Housing Representative – Cheryl Staron (Ohio Regional Development Corp.)
- Salvation Army - Beth Fetzer-Rice
- Delaware County Board of Developmental Disabilities – Robert Morgan
- Delaware Creative Housing – Mike Corbett
- Adult Court Services – Tamar Fowler

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

There being no further business, the meeting adjourned.

1:30PM WORK SESSION

Don DeShazo, Veterans Services Follow-Up On Site Locations

Timothy J. Wells Manager, Community Affairs AEP Ohio
Presentation On The Sub-Station In Berkshire/Trenton Townships

Other Business To Come Before The Board

Ken O'Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners