

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 5, 2012**

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

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

RESOLUTION NO. 12-01

IN THE MATTER OF APPOINTING FOR YEAR 2012 THE CLERK AND DEPUTY CLERKS FOR THE BOARD OF COMMISSIONERS:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to appoint Jennifer Walraven, Clerk and Letha George, Dottie Brown and Tim Hansley Deputy Clerks to the Board of Delaware County Commissioners for the year 2012.

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

RESOLUTION NO. 12-02

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 29, 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 December 29, 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. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 12-03

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director Emergency Medical Services recommends the promotion of Ben (John) Berger to Lieutenant; effective January 8, 2012;

Therefore Be It Resolved, that the Board of Commissioners approve the promotion of Ben (John) Berger to Lieutenant; effective January 8, 2012.

The Director Emergency Medical Services recommends the promotion of Jennifer Ransom to Lieutenant; effective January 8, 2012;

Therefore Be It Resolved, that the Board of Commissioners approve the promotion of Jennifer Ransom to Lieutenant; effective January 8, 2012.

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

RESOLUTION NO. 12-04

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Court of Common Pleas is requesting that Patti Clements attend a Motivational Interviewing Part I Seminar in Columbus, Ohio January 9, 2012, at the cost of \$60.00 (Fund Number 256922303).

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The Court of Common Pleas is requesting that Patti Clements attend a Motivational Interviewing Part II Seminar in Columbus, Ohio February 13, 2012, at the cost of \$60.00 (Fund Number 25622303).

The Court of Common Pleas is requesting that Patti Clements attend a Motivational Interviewing Resources Seminar in Columbus, Ohio March 19, 2012, at the cost of \$60.00 (Fund Number 25622303).

The Court of Common Pleas is requesting that Patti Clements attend a Motivational Interviewing Applied Skills Seminar in Columbus, Ohio April 9, 2012, at the cost of \$60.00 (Fund Number 25622303).

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

RESOLUTION NO. 12-05

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM MJS FEED LLC. AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Trenton Township Trustees that MJS Feed LLC. has requested a new C1 permit located at 3866 N State RT 3 Trenton Township Sunbury, Ohio 43074, and

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

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

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

RESOLUTION NO. 12-06

IN THE MATTER OF APPROVING THE SPECIFICATIONS, LEGAL NOTICE AND SETTING THE BID DATE AND TIME FOR HEALTHCARE SERVICES FOR DETAINEES OF THE DELAWARE COUNTY JAIL:

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

Whereas, the Sheriff and Office Staff recommend approval of the specifications, legal notice and setting the bid date and time for Healthcare Services For Detainees Of The Delaware County Jail;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the specifications, legal notice and the bid date of January 30, 2012 for Healthcare Services For Detainees Of The Delaware County Jail.

**Legal Notice of Invitation to Bid
Healthcare Services for Detainees of the Delaware County Jail**

Sealed bids will be received by the Delaware County Board of County Commissioners, Delaware County, Ohio (hereinafter "Board") c/o Joseph Lynch, Delaware County Jail Director, during standard business hours (8:00 a.m. to 4:30 p.m. Monday through Friday) until 10:00 a.m. local time (Eastern Standard Time) on January 30, 2012 at the Delaware County Jail (hereinafter "Jail") located at 844 U.S. Route 42 North, Delaware, Ohio 43015 for a three (3) year contract for healthcare services for detainees of the Delaware County Jail. Bids received after this time and date shall not be considered. At 11:00 a.m. on January 30, 2012 at the Board's Meeting Room located at 101 North Sandusky Street, Delaware, Ohio 43015 bids will be publicly opened and read aloud. All bids shall be considered valid until sixty (60) days after the bid opening date although not accepted or rejected.

The terms and conditions of this contract generally require the successful bidder to provide a healthcare program and provide healthcare services for detainees of the Jail in accordance with the provisions of the Invitation to Bid Package (hereinafter "ITB"). The successful bidder shall have the ability to provide, but not be limited to providing, medical services as follows: physician services, nursing services, mental health services, pharmaceutical services, medical equipment and supplies, and program management services.

The bid should be based on providing services to 210 detainees, which is the average daily population of detainees in the Jail, however this number fluctuates. The bid shall be inclusive of all healthcare services provided for a three (3) year period with renewal options as agreed upon by the Board and the successful contractor.

An ITB package containing the terms and conditions of this contract and bid documents, can be obtained during regular business hours (8:00 a.m. to 4:30 p.m. Monday through Friday) at the Jail, or by contacting Joseph Lynch,

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Delaware County Jail Director, at (740) 833-2843 or jlynch@co.delaware.oh.us, or on the County's website at <http://www.co.delaware.oh.us/> under "Current Bids."

A Mandatory Pre-Bid Meeting will take place at the Jail located at 844 U.S. Route 42 North, Delaware, Ohio 43015, at 10:00 a.m. on January 18, 2012.

Each bidder is required to furnish bid security in the form of a bond or certified check, cashier's check, or money order on a solvent bank or savings and loan association in an amount equal to five percent (5%) of the total price bid, conditioned that the bidder, if the bidder's bid is accepted, shall execute a contract in conformity with the ITB and the bid. Bid security furnished in bond form shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety. All bid security shall be in favor of the Delaware County Board of County Commissioners, Delaware County, Ohio.

A performance bond in the full amount of the contract shall be required from the successful bidder. Said bond(s) shall be in the name of the Delaware County Board of County Commissioners, Delaware County, Ohio, be furnished within ten (10) days from the date of the award, and be in accordance with Section 153.54, et seq., of the Ohio Revised Code. Performance bond(s) shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety.

Each bidder must provide three (3) references and each bid shall be accompanied by a complete statement of qualifications on the form which is included in the ITB. Each prospective bidder shall be an equal opportunity employer. To be eligible for consideration of award, a bidder must not have a disqualifying unresolved finding for recovery, as provided in Ohio Revised Code Section 9.24.

The Board reserves the right to select the bidder deemed to be the lowest and best bidder, as determined solely by the Board and/or its representative(s), to reject any and/or all bids, or any portion of any and/or all bids, to waive informalities or irregularities that do not affect the substance of the specifications and contents of the ITB and to award the bid in the manner deemed to be in the best interest of the Board and Delaware County.

Delaware County Board of County Commissioners
Delaware County, Ohio.

Walter L. Davis, III
Delaware County Sheriff
Delaware County, Ohio

Section 1 – Background, Purpose, and Objective

1.1 Background

The Delaware County Board of County Commissioners (hereinafter "Board") funds and the Delaware County Sheriff (hereinafter "Sheriff") operates the Delaware County Jail (hereinafter "Jail"). The Jail is a full service county jail located at 844 U.S. Route 42 North, Delaware, Ohio 43015. The average daily population of detainees in the Jail is two hundred ten (210), which includes detainees of Delaware County, detainees from other counties in the State of Ohio, and "foreign" detainees from other States and the United States Federal Government.

By separate agreement, the Jail houses detainees of the U.S. Department of Justice's United States Marshals Service ("Federal Detainees"), and the selected bidder shall be required to provide healthcare services for Federal Detainees in accordance with the agreement, which is attached to this Invitation to Bid Package (hereinafter "ITB") as **Appendix C** and, by this reference, fully incorporated herein. The selected bidder shall be required to implement administrative procedures to carry out the County's medical services responsibilities under the agreement.

Delaware County is required by law to provide healthcare services to the individuals detained in the Jail. Healthcare services include, but are not limited to, physician services, nursing services, pharmaceuticals, medical supplies, and management services.

1.2 Purpose

The purpose of this ITB is to enter a three (3) year contract with the successful bidder to provide healthcare services for detainees housed at the Jail for a fixed contracted amount in accordance with the provisions of this ITB. Healthcare services include, but are not limited to, physician services, nursing services, mental health services, pharmaceuticals, on and off site medical services, dental, laboratory, x-ray, medical supplies, medical records management, medical supplies, and management services.

The successful bidder shall have specific experience in providing correctional healthcare services.

1.3 Objective

The objective of the ITB is to select the best and most qualified Contractor capable of providing correctional

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healthcare services at the Jail.

The selected bidder shall:

- A. Provide a healthcare program for detainees of the Jail.
- B. Meet or exceed the medical requirements in the Minimum Standards for Full Service Jails set forth in section 5120:1-8-09 of the Ohio Administrative Code.
- C. Deliver high quality detainee health care services that comply with the standards of the National Commission on Correctional Health Care (NCCHC) and/or the American Correctional Association (ACA).
- D. Operate the health care program in a cost effective manner with full reporting and accountability to Delaware County.
- E. Operate the health care program using only licensed, certified, and professionally trained personnel.
- F. Implement a written health care plan with clear objectives and site specific policies and procedures.
- G. Maintain an open and collaborative relationship with the administration and staff of the Jail.
- H. Maintain complete and accurate records of care and to collect and analyze health statistics on a regular basis.
- I. Operate the health care program in a humane manner with respect to the detainees' right to basic health care services.
- J. Establish an infection control policy for employees of the Delaware County Sheriff's Office, including, but not limited to, prevention education and the administration of vaccinations for tuberculosis and hepatitis B. The County will be responsible for the cost of the vaccine medication.

Section 2 – Calendar of Events and Communications

2.1 Calendar of Events

The following calendar of events is proposed. The dates in this proposed calendar are subject to change at the Board's and/or Sheriff's discretion.

ACTION	DATE
Dates of Advertisement	January 6, 2012 and January 13, 2012
ITB Issue	January 6, 2012
Pre-Bid Meeting	January 18, 2012 at 10:00 a.m.
Written Questions Due	January 20, 2012 at 10:00 a.m.
Answers to Questions Due	January 25, 2012 at 10:00 a.m.
Bids Due	January 30, 2012 at 10:00 a.m.
Bids Opened	January 30, 2012 at 11:00 a.m.
Intent to Award	February 6, 2012 at 9:30 a.m.
Contract to Be Executed	February 27, 2012 at 9:30 a.m.

2.2 Communications

2.2.1 Bid Submittal Process

Two (2) complete and signed copies of each bid must be submitted for evaluation. Bids must be submitted on bid forms contained in this ITB, shall contain the full name of each person, party, or parties submitting the proposal/bid and all persons interested therein, shall be enclosed in sealed opaque envelopes, and must be either mailed or delivered to:

Joseph Lynch
 Delaware County Jail Director
 Delaware County Jail
 844 U.S. Route 42 North
 Delaware, Ohio 43015

Bids shall be marked: "Correctional Healthcare Bid" in the lower left corner of the outside enclosing envelope. Bids will be received during standard business hours (8:00 a.m. to 4:30 p.m. Monday through Friday) until 10:00 a.m. local time (Eastern Standard Time) on January 30, 2012 at:

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Delaware County Jail
844 U.S. Route 42 North
Delaware, Ohio 43015

Bids must be received at or before 10:00 a.m. on January 30, 2012. Bids or unsolicited amendments to proposals received after such time SHALL NOT BE CONSIDERED.

Bids will be opened and read aloud at 11:00 a.m. on January 30, 2012 at the Board's Meeting Room located at:

101 North Sandusky Street
Delaware, Ohio 43015.

All bids shall be considered valid until sixty (60) days after the bid opening date although not accepted or rejected.

IT IS ABSOLUTELY ESSENTIAL THAT BIDDERS CAREFULLY REVIEW ALL ELEMENTS IN THEIR FINAL BIDS. ONCE OPENED, BIDS CANNOT BE ALTERED; HOWEVER THE BOARD AND/OR SHERIFF RESERVE THE RIGHT TO REQUEST INFORMATION OR RESPOND TO INQUIRIES FOR CLARIFICATION PURPOSES ONLY.

2.2.2 Mandatory Pre-Bid Meeting and Tour

A mandatory pre-bid meeting and tour of the jail facilities will take place at 10:00 a.m. on January 18, 2012 at the Jail located at:

Delaware County Jail
844 U.S. Route 42 North
Delaware, Ohio 43015.

Potential bidders may ask verbal questions at the pre-bid meeting.

2.2.3 Inquiries

The Board and Sheriff will accept written questions regarding the ITB through 10:00 a.m., January 20, 2012 c/o Joseph Lynch, Delaware County Jail Director at:

Delaware County Jail
844 U.S. Route 42 North
Delaware, Ohio 43015

or by facsimile at (740) 833-2854, or via email at jlynch@co.delaware.oh.us. Questions received after this date and time will not receive a response.

After each faxed or emailed question is sent, the bidder shall call (740) 833-2843 and state that an inquiry has been sent via facsimile or email along with their name, company, and phone number. If the inquiry was sent via facsimile, the bidder shall also indicate the number of pages faxed.

The Board and Sheriff will **not** respond to questions posed verbally, except as posed at the pre-bid meeting.

All questions, and responses to such questions, that are received by 10:00 a.m., January 20, 2012 will be made available to all who attend the mandatory pre-bid meeting by 10:00 a.m. on January 25, 2012.

2.2.4 Communication Restrictions

From the time of release of this ITB until the time a contractor is selected and a contract executed, bidders shall not communicate with any Board member, the Sheriff, or any Board or Sheriff official, employee, or staff concerning this ITB except using the methods described in sections 2.2.1 through 2.2.3 above. Bidders that attempt any unauthorized communications will be disqualified.

The Board and Sheriff, for purposes of clarification, reserve the right to contact any person, firm, company, or entity who has submitted a bid after all bids have been publicly opened and read aloud.

2.2.5 Modifications / Amendment(s) / Supplement(s) to ITB

The Board and/or Sheriff may modify, amend, or supplement this ITB at any time during the bidding process.

Modification(s), amendment(s), and/or supplement(s) to this ITB will only be by written addendum issued by the Board and/or Sheriff.

The Board and/or Sheriff will furnish modifications, addendums, and/or supplements to all prospective contractors who have requested and received a copy of this ITB. Should the Board and/or Sheriff issue a modification, addendum, and/or supplement, the submission deadline, at the discretion of the Board and/or Sheriff, may be extended, if

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appropriate, to accommodate changes in proposal/bid content.

2.3 Ownership of Submitted Materials

All materials submitted to and accepted by the Board and/or Sheriff in response to this ITB shall become the property of the Board and/or Sheriff and will be retained by the Board and/or Sheriff in accordance with the Ohio Public Records Act and the Ohio Records Retention Act. The contents of the proposal may be subject to the Ohio Public Records Act, Section 149.43 of the Ohio Revised Code.

2.4 Cost of Submission:

The Board, the Sheriff, and/or Delaware County are not liable for any costs incurred in replying to this ITB.

2.5 Samples and Product Literature

Samples and product literature must be furnished free of cost to Delaware County and may be returned to unsuccessful bidders at that bidder's expense upon request, after award or rejection of contract. Photographic literature (or cut sheets) of each item bid may be supplied with a bid by the bidder. In some bids, this may be a requirement indicated in the specifications.

Section 3 – Specifications

3.1 Summary of Project

The Board and/or Sheriff seek a single contractor for a three (3) year contract to provide healthcare services for detainees housed at the Jail for a fixed contracted amount in accordance with the provisions of this ITB. Healthcare services include, but are not limited to, physician services, nursing services, mental health services, pharmaceuticals, on and off site medical services, dental, laboratory, x-ray, medical supplies, medical records management, medical supplies, and management services.

3.2 Definitions

The following definitions apply to this ITB and related documents:

- A. "Board" means the Delaware County Board of County Commissioners, Delaware County, Ohio.
- B. "Contract" means a contract entered as a result of this ITB.
- C. "Contractor" means the successful bidder and holder of a lawful contract to provide healthcare services in accordance with the provisions of this ITB for detainees housed at the Jail. As used in these Specifications, "Contractor" also means the employees or representatives of the Contractor.
- D. "Jail" means the Delaware County Jail.
- E. "Party" means Board, Contractor, or Sheriff individually.
- F. "Parties" means Board, Contractor, and Sheriff collectively.
- G. "ITB" means this Request for Proposals (ITB) / Request for Bids.
- H. "Sheriff" means the Delaware County Sheriff, Delaware County, Ohio.

3.3 Term of Contract

The term of the Contract shall be for a fixed three (3) years, commencing March 1, 2012 through February 28, 2015.

3.4 Renewal

Upon written agreement of the Parties, this Contract may be renewed for one (1) additional three (3) year period subject to the same terms and conditions provided herein and upon any such terms and conditions as may be specifically agreed upon, added, supplemented, and/or amended in writing by the Parties.

3.5 Requirements of Contractor

The Contractor shall:

- A. Provide a healthcare program for detainees of the Jail.
- B. Meet or exceed the medical requirements in the Minimum Standards for Full Service Jails set forth in section 5120:1-8-09 of the Ohio Administrative Code.
- C. Deliver high quality detainee health care services that comply with the standards of the National Commission on Correctional Health Care (NCCCHC) and/or the American Correctional Association (ACA).
- D. Operate the health care program in a cost effective manner with full reporting and accountability to

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Delaware County.

- E. Operate the health care program using only licensed, certified, and professionally trained personnel.
- F. Implement a written health care plan with clear objectives and site specific policies and procedures.
- G. Maintain an open and collaborative relationship with the administration and staff of the Jail.
- H. Maintain complete and accurate records of care and to collect and analyze health statistics on a regular basis.
- I. Operate the health care program in a humane manner with respect to the detainees' right to basic health care services.
- J. Establish an infection control policy for employees of the Delaware County Sheriff's Office, including, but not limited to, prevention education and the administration of vaccinations for tuberculosis and hepatitis B. The County will be responsible for the cost of the vaccine medication.

3.6 Scope of Services

The Contractor shall provide healthcare services to detainees of the Jail as follows:

- A. Provide a healthcare program for detainees of the Jail.
- B. Meet or exceed the medical requirements in the Minimum Standards for Full Service Jails set forth in section 5120:1-8-09 of the Ohio Administrative Code.
- C. Implement policies, procedures and protocols that meet the standards and requirements of the NCCHC and/or ACA and shall perform all work in a manner consistent with the Jail's administrative policies and other relevant laws of State of Ohio.
- D. Comply with all requirements of HIPAA to the extent that HIPAA applies to the Jail.
- E. Physician Services: Provide on site physician services with the physician acting as the site medical director and responsible for all medical decisions. Physician services shall be at a minimum of five (5) hours per week, and a Physician shall be on-call 24 hours a day 7 days a week.
- F. Nursing Services: Provide and manage nurses (RN or LPN) on site up to 188 hours weekly 24 hours a day 7 days a week. The nurse will conduct nurse sick call, triage medical requests, coordinate off-site treatment and services, medication management and records management. The nurse will be trained on all policies, procedures and protocols as related to the provision of healthcare in a correctional environment.
- G. Mental Health Services: Provide twelve (12) hours per week of mental health services.
- H. Social Worker Services: Master's level social worker services on site up to twelve (12) hours a week.
- I. Pharmaceuticals: Provide pharmaceuticals and prescribe over the counter medications appropriate for the correctional environment with a capped cost of \$1,500.00 on exclusions as stated; managing inventory control, ordering medication set up and distribution during working hours. Exclusions include HIV/AIDS, Hepatitis, M.S., Rabies and Cancer related medications and court ordered medications. (NOTE: The Contractor will pay up to a total of \$1,500.00 annually then the County will pick-up the costs. The above are recommended exclusions due to the lack of seeing them used often in the jail environment. It is more cost effective for the Sheriff and/or County to pay for these medications on an as needed basis beyond \$1,500.00.) Pharmaceuticals must be blister-packed, and be able to return the unused medications. Must provide a minimum of two (2) medication carts, a fax machine, printer, and a copy machine for the medical unit. Pharmaceuticals may be ordered through a fax and fill method and delivered in a timely manner.
- J. On and off site services; Provide all on and off-site medial and related services, including but not limited to, hospital services, laboratory, x-ray, consults, specialty services and emergency transportation services up to a specified Capped Liability Limit and excluding treatment and care associated with HIV/AIDS, Hepatitis, Limit and Cancer-Ordered. (Note: a Capped Liability Limit specifies the dollar amount that the Contractor is responsible for aggregate monthly with the Sheriff and/or County responsible for any amount over or above. This amount is established based on previous experience and is designed to cover the majority of expenses baring any unforeseen catastrophic incident.)
- K. Medical Supplies: Provide all non-durable medical supplies required for the treatment and care of all detainees in the Jail facility. Specifically, the bid shall provide a "crash cart" containing emergency first response life support equipment and supplies, including, but not limited to, oxygen, defibrillator, pulse oximeter, stethoscope, sphygmomanometer, and tourniquets.

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- L. Manage and maintain all detainee medical records separate from the jail records of the jail detainee. Contractor shall provide the Sheriff and/or the County Official with access to records and, upon request, provide copies.
- M. Conduct body cavity searches, in accordance with court orders and within the legal limit of the law.
- N. Provide required documentation of detainee medical care as required for the Jail to post detainee co-pay charges to detainee accounts.
- O. Provide management services, including but not limited to, Cost Containment, Continuing Quality Improvement, Utilization Management, Risk Management and HIPAA Compliance.
- P. Provide analysis and reporting of medical statistics and overview of medical program on a time frame as established by the Contractor and/or the Sheriff.
- Q. Adhere to Jail security policies and procedures.
- R. On-site emergency medical treatment to detainees, jail staff and visitors as needed and appropriate.
- S. On-site medical care to any pregnant detainee as appropriate but will not be responsible for healthcare services provided to an infant following birth.
- T. All other healthcare services as may be required.

3.6 Time of Commencement of Services

Contractor's responsibility shall commence immediately upon the Sheriff taking control of a detainee. For purposes of the services provided pursuant to this ITB / Contract, the Sheriff takes control of a detainee upon acceptance into booking.

3.7 Services for Which the Contractor is Not Responsible

Contractor shall not be responsible for the provision of elective medical or dental care to detainees. For purposes of agreement, "elective care" means medical care that, if not provided, would not, in the opinion of the Contractor's medical doctor or contract physician, cause the detainees' health to deteriorate or cause definite harm to the detainee's well being.

3.8 Assignment/Subcontractors

The Contractor will not be permitted to assign or subcontract the Contract, or any part thereof, without first having obtained the written approval of the Board and Sheriff. Any assignment or subcontracting of the Contract or any part thereof shall not relieve the Contractor of any of its liabilities under the terms of the contract. Any assignee or subcontractor must meet all the requirements of this ITB pertaining to the services the assignee or subcontractor provides. The Contractor shall provide to each assignee and/or subcontractor a copy of the Contract before the assignee or subcontractor commences to provide services.

3.9 Compensation

The Contractor shall receive payment for services as follows:

- A. The Contractor shall provide proper invoices.
- B. The Contractor shall submit a hard copy of a proper invoices directly to the Board and Sheriff, as follows:
 - Julie McKenzie
Executive Assistant to
Sheriff Walter L. Davis, III
Delaware County Sheriff's Office
149 North Sandusky Street, 2nd Floor
Delaware, Ohio 43015
- C. The amount billed on the invoices shall include all labor and the cost of all supplies, materials, equipment, and the like necessary, used in, or consumed in performing the services.
- D. The Board and Sheriff shall have thirty (30) days after receipt of a proper invoice from the Contractor to pay such invoice.

3.10 Invoices

A proper invoice is defined as being free from defects, discrepancies, errors, or other improprieties and shall include,

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but is not limited to including, the following:

- Contractor's name and address as designated in the Contract;
- Contractor's federal employer identification number;
- The purchase order number authorizing the purchase of services;
- Date of service;
- Invoice number;
- Description of service performed;
- Detailed labor costs;
- Detailed by unit quantities of supplies, materials, equipment, and the like necessary, used in, or consumed in performing the services;.
- Invoice total cost;
- All other information as otherwise deemed necessary by the Contractor and/or specified and required by the Board and/or Sheriff.

The Contractor shall support all costs by properly executed payroll, time records, invoices, contracts or vouchers.

Upon submission of a proper invoice, the Board and Sheriff shall be permitted thirty (30) days within which to remit payment.

Defective invoices shall be returned to the selected contractor noting areas for correction. When such notification of defect is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.

The date of the warrant issued in payment shall be considered the date payment is made. The Contractor's payment shall not be initiated before a proper invoice is received by the Board and Sheriff.

Payment shall be made to the Contractor, under the Contractor's federal employer identification number, and only as provided for in this ITB Package and/or in the Contract.

3.11 Taxes, Discounts and Credits

The Board, Sheriff, and Delaware County, Ohio are exempt from taxes. The Board and Sheriff shall, upon request, supply the Contractor with any required proof of such exemption. Should the Board, Sheriff, and/or Delaware County, Ohio be subject to any taxes, the Contractor shall include all applicable taxes in bid prices less all discounts and refunds.

The contractor shall apply for all credits on behalf of the Board, Sheriff, and Delaware County, Ohio.

3.12 Licenses

The Contractor shall procure at its own expense and maintain in full force and effect during the life of this contract, all licenses required by federal, state or local authorities relative to the performance of the services required by the Contract.

Each of the Contractor's employees operating a motor vehicle in connection with this Contract shall, at all times, have and carry a valid driver's license for the type of vehicle they are driving.

3.13 Warranties

If the products or services being procured carry warranties and/or service agreements, detailed information regarding such warranties and service agreements must be included with the Bid.

3.14 Assistance in Legal Actions

The Contractor, at no extra cost, shall assist the Board, Sheriff, and/or Delaware County in defending all legal actions brought against the Board, Sheriff, and/or Delaware County in relation to providing services pursuant to the Contract. Such assistance shall include, but is not limited to participation in depositions, assistance in responding to discovery requests, and providing live testimony.

Section 4 – Proposal Format

In responding to this ITB, bidders must comply with each of the format requirements detailed in this section.

4.1 Number of Copies

The bidder must submit two (2) complete copies of the Bid by the deadline.

4.2 Cover Letter

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The cover letter shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the bidder. The cover letter shall provide a summary of the services to be provided, and the name and telephone number of a contact person with authority to answer questions regarding the bid. The letter shall also include the name and phone number of a contact person to be notified regarding contractual issues.

4.3 Bid Requirements

Bidders shall use and submit the Bid Form included in the appendix of this ITB. Bids shall include the following:

- A. Each bid shall contain the full name, address, telephone number, and other contact information for the person, firm or corporation submitting the bid.
- B. The bid shall be signed by the person submitting the bid or by an authorized representative of the firm or corporation.
- C. Each bid shall contain a fixed dollar amount for providing the services required by this ITB for the full term of this ITB. Any mechanism for rate increases must be defined on the bid form. If no rate increase or methods for figuring increases are listed on the form of bid, then the bid price shall be good for the full period of the contract.
- D. Each bid shall be accompanied by a complete Statement of Qualifications set forth on the form which is attached hereto and incorporated herein. The Bidder shall show on the Statement of Qualifications information as to why the bidder is qualified to perform the services required by the ITB.
- E. Each bid shall be accompanied by statements indicating 1) years of experience in providing healthcare services; 2) years of experience in specifically providing correctional healthcare services; and 3) a list of all correctional facility clients the bidder currently serves or has served in the five (5) years preceding this bid.
- F. Each bid proposal shall include at least three (3) references.
- G. Each bid shall be accompanied by a notarized and fully executed Non-Collusion Affidavit. The form for such Affidavit is attached hereto and incorporated herein.
- H. Each proposal/bid shall be accompanied by a notarized Affidavit which attests that:
 - i. The Bidder is not charged with any delinquent personal property taxes on the general tax list of the personal property of Delaware County, Ohio

OR

- ii. The Bidder is charged with delinquent personal property taxes on any such tax list, setting forth the amount of such due and unpaid taxes and any due and unpaid penalties and interest thereon.
- The form for such Affidavit is attached hereto and incorporated herein.
- I. If the prospective bidder is corporation, each bid shall be accompanied by a notarized and fully executed Affidavit indicating that the person that signs the bid and the Contract is authorized to sign on behalf of the corporation and bind the corporation. The form for such Affidavit is attached hereto and incorporated herein.
 - J. Each bid shall be accompanied by a fully executed Non-Discrimination Clause. The form for such Non-Discrimination Clause is attached hereto and incorporated herein.
 - K. Per Ohio Revised Code Section 2909.33, each prospective bidder is required to certify that it does not provide material assistance to any organization on the United States Department of State terrorist exclusion list, which list may be found on the Ohio Homeland Security web site at: <http://www.homelandsecurity.ohio.gov/>. Certification shall be made by completing a "Declaration Regarding Material Assistance/No Assistance to a Terrorist Organization" form. Such form is attached hereto and incorporated herein. Prospective bidders shall fully complete such form and such form shall accompany each bid.
 - L. Each prospective bidder is required to certify compliance with Ohio Revised Code Section 3517.13 (contributions to office holders and/or campaign committee.) Certification shall be made by completing a "Certification/Affidavit in Compliance with O.R.C. Section 3517.13." Such form is attached hereto and incorporated herein. Prospective bidders shall fully complete such form and such form shall accompany each bid.
 - M. Each bid must be accompanied by an appropriate bid guarantee in accordance with the terms, conditions, and requirements of this ITB.
 - N. Each bid must be accompanied by all appropriate and complete forms as included with this ITB.

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- O. Each bid shall be accompanied by the following insurance documents:
- i. Copies of proof(s) of insurance showing the insurance policies and amounts of coverage as required in this ITB Package.
 - ii. Certificate proving that the bidder and its agents and employees are covered by workers' compensation, employees' liability and/or the Contractor's insurance in amounts sufficient to satisfy all claims that might arise from its acts or those of its employees and agents. The Contractor is responsible for ensuring contractually that any subcontractors maintain workers' compensation insurance at all times during the term of the resulting contract.

Failure to maintain the required insurance coverage at any time during the term of the Contract shall be deemed a material breach of the Contract. Such failure shall deem the Contract void in its entirety, and the Contractor shall not be entitled to any payment pursuant to the Contract or otherwise.

4.4 Forms

Bidders shall complete and submit with their bid all applicable forms in the appendix of this ITB.

4.5 Investigations by the Board

The Board and/or Sheriff may make such investigations as deemed necessary by the Board and/or Sheriff to determine the ability of the bidder to perform the work required to be performed by this ITB and the Contract. The Bidder shall furnish to the Board and Sheriff all such information and data for this purpose as the Board and/or Sheriff may request. The Board and/or Sheriff reserve the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the Board and/or Sheriff that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

4.6 Mathematical Error

In the case of a price bid being substantially lower than other bids as the result of a mathematical or clerical mistake by a bidder in preparing its bid proposal, as opposed to a judgment mistake, the Board may, prior to award of bid, reject such a bid upon presentation of a petition from the bidder accompanied by a sworn affidavit of error setting forth the error, the cause thereof, and sufficient evidence to substantiate the same as a mathematical or clerical mistake and not a mistake of judgment. The petition must be made in writing and filed with the Board within two (2) business days after the bid opening.

4.7 Conflict of Interest

No personnel of the bidder may voluntarily acquire any personal interest that conflicts with their responsibilities under any contract entered pursuant to this ITB. Additionally, the bidder will not knowingly permit any public official or public employee who has any responsibilities related to any contract entered pursuant to this ITB to acquire an interest in anything or any entity under the bidder's control if such an interest would conflict with that official's or employee's duties. The contractor will disclose to the Board and Sheriff knowledge of any such person who acquires an incompatible or conflicting personal interest related to any contract entered pursuant to this ITB. The contractor will take all legal steps to ensure that such a person does not participate in any action affecting the work under any contract entered pursuant to this ITB, unless the Board and Sheriff have determined that, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

Each proposal must include a statement indicating whether the bidder or any person(s) that work for the bidder in relation to any contract entered pursuant to this ITB has a possible conflict of interest (e.g., employed by the State of Ohio, Delaware County, Ohio, the Board, the Sheriff, work on a related Contract, or participation in the development of the specifications or requirements for this ITB) and, if so, the nature of that conflict. The Board has the right to reject a proposal in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

4.8 Bid Security (Bond)

Bidders shall submit, with their completed bid, security in the form of a bond or certified check, cashier's check, or money order in accordance with Section 307.88 and 153.54, et seq. as required in this ITB Package.

4.9 Failure to Submit Required Documents

The failure of a bidder to submit any documents required by this ITB and/or if any such submitted documents are not fully executed, such failure to submit or failure to fully execute such documents shall be grounds for rejection of the bid.

4.10 Withdrawal of Bid

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Bidders may withdraw their bid at any time prior to the closing date for the receipt of the bids. Except as provided in Section 4.6, after the bid opening, bidders may not withdraw their bids during the bid evaluation period. Withdrawal of a bid after the bid opening may expose a vendor to legal liability for excess cost incurred thereby, and result in a bid being awarded to the next lowest and best bidder.

Section 5 – Evaluation of Proposals

5.1 Evaluation Team

A selection committee will evaluate the bids. The composition of the committee will remain consistent for all reviewed bids. Based on the committee’s review of the submitted bids, the committee will make a recommendation to the Board. The Board will ultimately be responsible for selecting the winning bid.

5.2 Evaluation

Evaluation of responses for this ITB will consist of the following three (3) phases:

Phase I: Verification of compliance by a respondent to the minimum technical requirements of the ITB.

Phase II: Evaluate the contents and merits of the bids, including, but not limited to qualifications, experience, bid amount, etc.

Phase III: Selection by the Board.

5.2.1 Phase I – Evaluation of Minimum Technical Requirements

The first phase of the evaluation process consists of a review of all bids received to ensure that each bid meets the minimum technical requirements contained in this ITB, including, but not limited to, those identified below:

- A. The bidder must submit two (2) complete copies of the bid by the deadline.
- B. The bidder must sign all copies of the bid.
- C. The bid must include the following information:
 - Cover Letter
 - Bid Form
 - Properly completed/signed copies of all applicable forms, including affidavits, attached to this ITB.
 - Proof of Insurance and workers compensation coverage.
 - Bid security/bond.
 - All other forms and documents required by this ITB.

Bids that have been determined not to have met one or more of the mandatory requirements will be excluded from any further consideration.

5.2.2 Phase II – Evaluation of Contents, Merits, and Requirements

The second phase of the evaluation process will only include those bids meeting the minimum technical requirements as provided in Section 5.2.1 above (i.e. passing Phase I of the evaluation process.) Such bids will be evaluated based on, including, but not limited to, the contents, merits, amount of the bid, etc. Bids will be ranked according to the lowest and best. The bid ranking the lowest and best will be recommended by the selection committee to the Board.

5.2.3 Phase III - Selection by Board

The selection of a contractor will be based on the lowest and best bid as determined solely by the Board. In its selection process, the Board reserves the right to reject any and/or all bids and waive any defects in form that it determines are not material.

5.3 Award

The Contract will be awarded as follows:

- A. Except as provided in Sections 4.6 and 4.10, ALL BIDS OPENED SHALL BE FINAL. There shall be no oral interpretations of Bid Proposals from the floor.
- B. The Board reserves the right to consider all elements entering into the question of determining the qualifications and responsibility of the bidder, his or her agents or representatives.

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- C. Any bid proposal which, in the judgment of the Board, is incomplete, conditional, obscure, or which contains irregularities that affect the substance of the specifications and contents of the ITB, may be rejected.
- D. Award will be made to the lowest and best bidder. The Board reserves the right to select the bidder deemed to be the lowest and best bidder, as determined solely by the Board and/or its representative, to reject any and/or all bids, or any portion of any and/or all bids, to waive informalities or irregularities that do not affect the substance of the specifications and contents of the ITB and to award the bid in the manner deemed to be in the best interest of the Board, Sheriff, and Delaware County, Ohio.

5.4 Contract

The Contract shall meet the following requirements:

- A. The Contract shall be in writing.
- B. The Contract shall be in the form included in this ITB (Other forms provided by the Contractor may be considered.)
- C. The Contract shall contain all provisions, terms, and conditions of this ITB and shall incorporate this ITB into the Contract.
- D. Upon execution of the Contract, the Board shall return, in a timely manner, the bid guarantees/bonds of all unsuccessful bidders.
- E. The Contractor's bid guarantee/bond will be returned upon execution of the Contract and delivery of the Contract Performance Bond to the Board.

Section 6 – Terms and Conditions

NOTE: ALL REQUIRED FORMS ARE INCLUDED IN APPENDIX B OF THIS DOCUMENT.

6.1 Contractor Acknowledgement

By submitting a proposal, the Contractor acknowledges that it has fully and completely read and reviewed this ITB, that it fully and completely understands this ITB Package, and agrees to be bound by all its terms, requirements, and conditions.

The Contractor acknowledges and understands that any contract that results from a bid submitted pursuant to this ITB must be approved by the Board, the Sheriff, and the Delaware County Auditor.

6.2 Reservation of Rights by the Board

The Board reserves the following rights in relation to any submitted bid or any contract that results from a bid submitted pursuant to this ITB:

- A. The Board reserves the right to disqualify any bid that takes exception to or limits the rights of the Board, Sheriff, and/or Delaware County, Ohio under this ITB Package and/or resulting contract.
- B. The Board reserves the right to refuse any bid not properly submitted in accordance with the requirements of this ITB Package.
- C. The Board reserves the right to reject the selected bid or other bids at any time prior to execution of a contract.
- D. The Board reserves the right to cancel this ITB at any time.
- E. The Board reserves the right to reduce the scope of services required herein and to negotiate the price to reflect such change after award of the Contract has been made.
- F. The Board reserves the right to select the bidder deemed to be the lowest and best bidder, as determined solely by the Board and/or its representative, to reject any and/or all bids, or any portion of any and/or all bids, to waive informalities or irregularities that do not affect the substance of the specifications and contents of this ITB Package and to award the bid in the manner deemed to be in the best interest of the Board, Sheriff, and Delaware County, Ohio.

6.3 Independent Contractor

The Contractor shall act in performance of this Contract as an independent contractor. As an independent

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contractor, the Contractor and/or its officers, officials, board, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Board, Sheriff, and/or Delaware County, Ohio.

6.4 Indemnification

The Contractor shall provide indemnification as follows:

- A. To the fullest extent of the law and without limitation, the Contractor agrees to indemnify and hold free and harmless the Board, Sheriff, Delaware County, Ohio and all of their respective boards, officers, officials, employees, volunteers, agents, servants and representatives (collectively "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, to the extent caused by the Contractor's, any subcontractor's, or any sub-subcontractor's performance of this Contract, including, but not limited to the performance or actions of the Contractor's, any subcontractor's, or any sub-subcontractor's officers, officials, boards, employees, agents, servants, volunteers, or representatives (collectively "Contracted Parties".) The Contractor agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Contractor shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. The Contractor further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Contractor shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.

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

- C. To the fullest extent of the law and without limitation, the Contractor agrees to indemnify and hold free and harmless the Indemnified Parties from any and all actions, claims, suits, demands, judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any violation of governmental laws, regulations, any spoilage, harm, damage, injury, or loss of or upon the environment, including, but not limited to land, water, or air, or any adverse effect on the environment, including, but not limited to land, water, or air, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the Contracted Parties performance of this Contract. The Contractor agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Contractor shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. The Contractor further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Contractor shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees.

6.5 Insurance

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

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

- A. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed with a limit no less than \$100,000.00 each accident.

- B. Comprehensive Commercial General Liability Insurance with coverage in an amount equal to and covering all sums which the Contractor may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of or at least one million dollars (\$1,000,000.00) coverage per occurrence with an annual aggregate of at least five million dollars (\$5,000,000.00),

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including coverage for subcontractors, if any are used, covering any and all work performed under this Contract. This insurance shall include, but not be limited to, the following coverage:

1. Premises-Operations
 2. Product and Completed Operation
 3. Broad Form Property Damage
 4. Contractual
 5. Personal Injury
- C. Umbrella or Excess Liability Insurance (over and above Commercial General Liability) with coverage in an amount equal to and covering all sums which Contractor may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of at least five million dollars (\$5,000,000.00) of coverage.
- D. Auto/Vehicle Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work required under this Contract and/or used in providing services or otherwise for the Board and/or Sheriff, with coverage in an amount equal to that required by law and covering all sums which Contractor may or shall become legally obligated to pay as damages, but in an amount providing for minimum coverage of at least one million dollars (\$1,000,000.00) (Combined Single Limit) or, five hundred fifty thousand dollars (\$500,000.00) per person and five hundred thousand dollars (\$500,000.00) per accident for bodily injury and two hundred fifty thousand dollars (\$250,000.00) per accident for property damage or more as may be required for particular vehicles or particular uses of vehicles as required by applicable law.
- E. Medical Professional Liability Insurance with a minimum limit of one million dollars (\$1,000,000.00) per loss and five million dollars (\$5,000,000.00) aggregate.
- F. Malpractice/Professional Liability Insurance covering each and every physician and or other professional who provides services under this agreement with coverage in an amount not less than one million (\$1,000,000.00) per occurrence and five million dollars (\$5,000,000) in aggregate.

The Indemnified Parties must be named as "Additional Insured" on the policies listed in paragraphs B, C, and D above. The Contractor shall provide properly executed endorsements to said policies indicating the naming of the Indemnified Parties as Additional Insured.

The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio.

The insurer shall provide thirty (30) days written notice to the Board before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.

If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the Board within seven (7) calendar days of change.

During the life of the Contract, the Board may require the Contractor to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate of insurance within seven (7) calendar days of the request may be considered as default.

In addition to the rights and protections provided by the insurance policies as required above, the Board shall retain any and all such other and further rights and remedies as are available at law or in equity.

6.6 Bid Security/Bond

Each proposal/bid shall be accompanied by a bid security/bond in the form of either:

- A. A bond in favor of the Delaware County Board of County Commissioners. Said bond shall be in accordance with Ohio Revised Code Sections 307.88 and 153.54 and be in an amount equal to five (5%) of the total price bid. The bond shall be substantially in the form provided in Ohio Revised Code section 153.571 (See form provided or a standard bond form in accordance with Ohio Revised Code Section 153.571 from any surety company or corporation authorized to do business within the State of Ohio is acceptable.) The bond shall be made payable to the Delaware County Board of County Commissioners, referencing the applicable proposal name and/or number. Bid security furnished in bond form shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety; or,
- B. A certified check, cashier's check, or money order. Said certified check, cashier's check, or money order shall be in accordance with Ohio Revised Code Sections 307.88 and 153.54 and be in an amount equal to five (5%) of the total price bid. The certified check, cashier's check, or money order shall be drawn on a

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solvent bank or savings and loan association. Such certified check, cashier's check, or money order shall be in favor of or made payable to the Delaware County Board of County Commissioners.

The bid security/bond, whether a bond or certified check, cashier's check, or money order, shall be conditioned that the bidder, if the bidder's bid is accepted, shall execute a proper contract in conformity to the invitation (this ITB Package) and the bid.

The bid security/bond shall conform to the requirements of Ohio Revised Code Sections 153.54 and 307.88.

If the Contractor fails to enter into the Contract within ten (10) days after the notice of acceptance of the bid/proposal and to give a proper contract performance bond, the bid security/bond shall be subject to forfeiture as provided in Ohio Revised Code Sections 307.88 and 153.54. Should the bidder appropriately and timely enter the Contract, the bid security/bond will be returned to the Contractor.

If the bid security is in the form of a bond, the surety company providing the bond shall have a minimum policy holder's rating of A- and a minimum financial rating of VI and in all other respects be acceptable to the Board. Attorneys-in-fact who sign bond must file a certified and effectively dated copy of their power of attorney, together with a copy of the Certificate of Authority issued by the Ohio Department of Insurance authorizing the surety company to engage in such business in the State of Ohio.

6.7 Performance Bond

Within ten (10) days from the date of the award of the contract, the Contractor will be required to enter into the Contract with the Board, and, at that same time, give an acceptable performance bond in the name of the Delaware County Board of County Commissioners in the full amount of the price bid to properly secure the performance of said Contract in accordance with the terms, provisions and conditions of the Contract and within the time specified. Such performance bond shall be substantially in the form provided in Ohio Revised Code Section 153.57. (See form provided or a standard bond form in accordance with Ohio Revised Code Section 153.57 from any surety company or corporation authorized to do business within the State of Ohio is acceptable.) The bond shall be made payable to the Delaware County Board of County Commissioners, referencing the applicable proposal name and/or number. The performance bond shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety. Failure on the part of the Contractor to furnish the required performance bond to the Board within ten (10) days of the award may be considered cause for the annulment of the bid award and forfeiture of the bid bond/guaranty to the Board.

Any action on the part of the Contractor or its bonding company to revoke or cancel the performance bond prior to the expiration of the Contract or extension thereto, will be considered a breach of Contract and will result in the immediate cancellation of the Contract. Should this occur, the Contractor will be held liable for any additional costs incurred by the Board in seeking replacement items/services.

Furthermore, the Board, in its sole discretion, may require additional bonding from the Contractor. Should an additional bond be required, the Board will make that determination prior to executing the Contract.

The surety company providing the Contract Performance Bond shall have a minimum policy holder's rating of A- and a minimum financial rating of VI and in all other respects be acceptable to the Board. Attorneys-in-fact who sign Contract Performance Bonds must file a certified and effectively dated copy of their power of attorney, together with a copy of the Certificate of Authority issued by the Ohio Department of Insurance authorizing the surety company to engage in such business in the State of Ohio.

6.8 Damages in the Event of Default

The Board declares and the Contractor acknowledges that the Board may suffer damages due to the failure of the Contractor to act in accordance with the requirements, terms, and conditions of the Contract. The Board declares and the Contractor agrees that such failure shall constitute an event of default on the part of the Contractor and the Contractor agrees to pay damages to the Board to compensate the Board for any damages it incurs as a result of the default. The Contractor agrees that if the Board does not give prompt notice of such a failure, that the Board has not waived any of its rights or remedies concerning the failure by the Contractor.

6.9 Termination for Cause/Convenience

A. Termination for the Convenience

Either Party may terminate this Contract at any time and for any reason by giving at least ninety (90) days advance notice, in writing, to the other Party. The Contractor 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

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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 Contractor shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. Effect of Waiver of any Occurrence of Breach or Default:

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 either Party fails to perform an obligation or obligations under this Contract and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by the Board shall be authorized in writing and signed by a quorum of the Board.

6.10 Inspection and Maintenance of Records and Work Papers/Audit

At any time, during regular business hours, with reasonable notice and as often as the Board or their representatives may deem necessary, the Contractor shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, reports, documents and all other information or data relating to all matters covered by this Contract. The Board or their representatives shall be permitted by the Contractor 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 Contractor, 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 Contractor 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 Contractor shall contact the Board 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.

6.11 Notices

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

Contractor:

Fax: _____

Board:

Joseph Lynch
Delaware County Jail Director
Delaware County Jail
844 U.S. Route 42 North
Delaware, Ohio 43015

Fax: (740) 833-2854

6.12 Equal Employment Opportunity

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

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

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices

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stating that the Contractor complies with all applicable federal and state non-discrimination laws. The Contractor shall incorporate the foregoing requirements of this section in all of its contracts for any of the work prescribed herein, and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

6.13 Drug Free Workplace

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

6.14 Findings For Recovery

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

6.15 Declaration of Material Assistance (DMA) Certification

The 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, the Contractor agrees to make such certification by completing the declaration of material assistance/no assistance described in R.C. § 2909.33(A) and understands that this Contract is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Failure to complete and submit the required aforementioned certificate with the Bid packet will result in the response/proposal to be deemed non-responsive and disqualified from receiving further consideration. Such certification is attached to this Contract and by this reference made a part of this Contract.

6.16 Campaign Finance Certification

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, 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 Bid packet will result in the response/proposal to be deemed non-responsive and disqualified from receiving further consideration. Such certification is by this reference made a part of this Contract.

6.17 Non-Collusion / Conflict of Interest

The Bidder/Contractor certifies as follows:

- This Bid/Contract is not entered or made in the interest of or on behalf of an undisclosed person, partnership, company, association, organization, or corporation.
- This Bid/Contract is genuine and not collusive or a sham.
- The Bidder/Contractor has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid.
- The Bidder/Contractor has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham Bid or that anyone shall refrain from Bidding.
- The Bidder/Contractor has not directly or indirectly colluded, conspired, connived or agreed with any other person or entity concerning or regarding this Contract.
- The Bidder/Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price of this Contract, to fix any overhead, profit or cost element of this Contract, or to secure any advantage against the Board or anyone interested in this Contract.
- The Bidder/Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix Bid price of said Bidder or any other Bidder, or to fix any overhead, profit or cost element of such Bid price or that of any other Bidder, or to secure any advantage against the Board or anyone interested in the proposed contract.
- This Bid/Contract is not a product of collusion with any other Contractor, person, or entity, and no effect has been made to fix any overhead, profit or cost element of any proposed price.
- The Bidder/Contractor is unaware of and there is no conflict of interest, either involving it or its employees that would prohibit the Bidder/Contractor from entering this Contract.
- The Bidder has not, directly or indirectly, submitted its Bid price or any break-down thereof, or the contents thereof, or divulged any information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any

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member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with the Bidder in its general business.

- All statements contained in the Bid are true.
- All statements contained in the Contract are true.

Contractor agrees that no agent, officer, or employee of the Board, Sheriff, or Delaware County, Ohio during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Contract or the proceeds thereof. Contractor agrees that it will not employ in any manner a current Board, Sheriff, or Delaware County, Ohio employee for a minimum period of one (1) year from the expiration or termination of this Contract, without the prior express written consent of Board and/or Sheriff.

6.18 Effect of Acceptance of Bid

Acceptance of delivery of any bid shall not constitute an agreement between the submitter and the Board, Sheriff, and Delaware County, Ohio and the Board, Sheriff, and Delaware County, Ohio shall have no liability whatsoever to any submitter whose bid is not accepted.

6.19 Cooperative Purchasing

Per Ohio Revised Code section 9.48, a county or township may permit one or more other counties or townships to participate in contracts into which it has entered for the acquisition of equipment, materials, supplies, or services. Contractors may receive purchase orders from other political subdivisions from a contract awarded pursuant to this bid. Contractors shall deal directly with the ordering political subdivision. Invoices shall be sent to the ordering political subdivision and not to Delaware County. The Contractor will look solely to the political subdivision's performance, including but not limited to payment, and will hold Delaware County harmless with regard to such orders and the political subdivision's performance. Delaware County will have the right to terminate any contract and seek such remedies on termination should the Contractor fail to honor its obligations under an order from a political subdivision.

6.20 Patent or Copyright Liabilities

The Contractor will protect, defend and hold free and harmless Delaware County, its officers, employees, agents and Board of County Commissioners against all claims that any of the designs supplied hereunder infringes a U.S. patent or copyright. The Contractor will pay all resulting costs, damages, and attorney's fees to defend Delaware County against such claims. Delaware County will promptly notify the Contractor in writing of all claims, and the Contractor will have control of the defense and all related settlement negotiations. If such claim has occurred, or is likely to occur, Delaware County agrees to permit the Contractor, at Contractor's option and expense, either to procure for Delaware County the right to continue using the designs or programming or to replace or modify the same so that they become non-infringing but still meet the requirements of the Invitation to Bid.

6.21 Conflicts of Terms, Conditions, or Provisions

To the extent that the terms, conditions, or provisions of this ITB Package and any proposal submitted by the Contractor may be inconsistent, the terms, conditions, or provisions of this ITB Package control. To the extent that this ITB Package and proposal are inconsistent with the Contract, the terms, conditions, or provisions of this ITB Package shall control.

6.22 Headings

Headings in this ITB Package and the Contract are for convenience only and shall not affect the interpretation of any of the terms and conditions contained in this ITB Package and Contract.

6.23 Severability

If any provision of this ITB Package or Contract or the application of any such provision shall be held by a court of competent jurisdiction to be contrary to law or invalid, the remaining provisions of this ITB Package and Contract shall remain in full force and effect.

6.24 Incorporation of ITB Package into Contract

Any Contract resulting from this ITB Package shall incorporate the legal notice, this ITB Package and all of its appendixes and attachments and this ITB Package and all of its appendixes and attachments shall be a part of such Contract. Any written addenda issued by the Board and/or Sheriff and the entirety of the Contractor's proposal shall also be incorporated into and become a part of the executed Contract.

6.25 Incorporation of Appendixes

All appendixes, forms, and other documents as completed by the Contractor and contained in and/or referenced in this

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ITB Package are hereby incorporated into this ITB Package and the Contract.

6.26 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.

6.27 Authority to Sign

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

6.28 Entire Agreement

This ITB Package (and its appendixes and attachments), the notice, all forms, all written addenda issued by the Board and/or Sheriff, and the entirety of the selected contractor's proposal shall constitute the entire understanding and agreement between the Board and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

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

RESOLUTION NO. 12-07

IN THE MATTER OF APPROVING CHANGE ORDER #1 FOR THE FORMULA 2010 VILLAGE OF OSTRANDER SIDEWALK IMPROVEMENTS:

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

WHEREAS, Delaware County received CDBG Formula 2010 funds for the Village of Ostrander to do Sidewalk Improvements to Second and Hill Streets, in the amount of \$63,400; and

WHEREAS, the Board of County Commissioners approved an agreement with Alexander Concrete to do Village of Ostrander Sidewalk Improvements in Resolution No. 11-1013, dated September 26, 2011, in the amount of \$60,557.53; and

WHEREAS, additional funds are available under the CDBG Formula 2010 grant in the amount of \$4,438 due to other Formula 2010 projects coming in under the allocated amount granted; and

WHEREAS, the Village of Ostrander has submitted Change Order #1 for additional concrete in the amount of \$5,047.44; and

WHEREAS, the Village is requesting additional Formula 2010 CDBG funds in the amount of \$4,342.00; and

WHEREAS, the Village of Ostrander will pay the additional \$705.44; and

WHEREAS, the Director of the Economic Development Department recommends approval of Change Order #1;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approves Change Order #1 for the additional concrete in the amount of \$5,047.44 increasing the Alexander Concrete contract from \$60,557.53 to \$65,604.97.

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

RESOLUTION NO. 12-08

IN THE MATTER OF APPROVING A PURCHASE ORDER AND VOUCHER FOR ALEXANDER CONCRETE FOR FORMULA 2010 OSTRANDER SIDEWALK IMPROVEMENTS:

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

PO

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
Alexander Concrete	Formula 2010 Grant Ostrander Sidewalk Improvements	23011706-5365	\$64,900.00

Voucher

<u>Vender</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
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Alexander Concrete Formula 2010 Grant 23011706-5365 \$60,557.53
 Ostrander Sidewalk
 Improvements

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

RESOLUTION NO. 12-09

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Delaware Communications and the Director of Administrative Services recommend accepting the resignation of Matt Fletcher as a Tour Commander with Emergency Communications; effective January 6, 2012;

Therefore, Be It Resolved the Board of Commissioners accept the resignation of Matt Fletcher as a Tour Commander with Emergency Communications; effective January 6, 2012.

The Director of Job and Family Services recommends the promotion of Kelly Dew to an Income Maintenance Worker III with Job and Family Services; effective January 9, 2012;

Therefore Be It Resolved, that the Board of Commissioners approve the promotion of Kelly Dew to an Income Maintenance Worker III with Job and Family Services; effective January 9, 2012.

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

RESOLUTION NO. 12-10

IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE COUNTY BOARD OF ZONING APPEALS:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board of Commissioners") created the Delaware County Board of Zoning Appeals (the "BZA"), pursuant to section 303.13 of the Revised Code; and

WHEREAS, as necessary, the Board of Commissioners shall make appointments to the BZA to fill vacancies in both unexpired and expired terms; and

WHEREAS, the term for Ryan Bard (BZA 1) expired on December 31, 2011, and Mr. Bard has applied for reappointment;

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

Section 1. The Board of Commissioners hereby approves the appointment of the following member to the BZA for the term specified herein:

Position	Appointee	Term Commences	Term Ends
BZA 1	Ryan Bard	January 1, 2012	December 31, 2016

Section 2. The appointment approved in this Resolution shall take immediate effect upon adoption.

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

RESOLUTION NO. 12-11

IN THE MATTER OF GRANTING SIGNATURE AUTHORITY FOR PURCHASE ORDER AND VOUCHER REQUESTS AND/OR APPROVAL:

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

WHEREAS, Chapter 5705 of the Ohio Revised Code governs expenditure procedures for county governments, and

WHEREAS, the Board of County Commissioners is required to make annual appropriations to fund the various expenditures of county government, and

WHEREAS, each expenditure must be made by warrant against the appropriate fund and the warrant must show the appropriation, authorized by the Board of Commissioners, that authorizes the expenditure and the fund against

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which the warrant is drawn, and

WHEREAS, Ohio Revised Code 305.30 permits a Board of Commissioners to delegate authority to pay claims for goods received and services rendered within limits provided by resolution of the board,

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

Section 1. The Board hereby grants signature authority to the following list of individuals to request expenditure of the indicated funds within the appropriated amounts:

		<u>Authorized to Request</u>		
		<u>Payroll</u>	<u>P.O.</u>	<u>Vouchers</u>
ADMINISTRATIVE SERVICES				
<u>Human Resources</u>				
	Director of Administrative Services	X	X	X
#10011108		X	X	X
#10011109			X	X
<u>Insurance & Risk</u>				
	Director of Administrative Services	X	X	X
#602	Insurance & Risk Technician		X	X
#601	Insurance & Risk Technician		X	X
#613	WC Coordinator		X	X
#750	Insurance & Risk Technician		X	X
<u>Safety</u>				
	Director of Administrative Services	X	X	X
#10011302	Safety Officer	X	X	X
<u>Animal Control (Dog & Kennel)</u>				
	Director of Administrative Services	X	X	X
#20411305	Dog Warden	X	X	X
<u>Records Center</u>				
	Director of Administrative Services	X	X	X
#10011103	Records Center Coordinator	X	X	X
ECONOMIC DEVELOPMENT				
#210	Director of Economic Development	X	X	X
	ED Specialist		X	X
#220	Director of Economic Development		X	X
	ED Specialist		X	X
#230	Director of Economic Development		X	X
	ED Specialist		X	X
#231	Director of Economic Development	X		X
	ED Specialist		X	X
EMERGENCY SERVICES				
<u>9-1-1 Center</u>				
#214	911 Director	X	X	X
#10011325	911 Director	X	X	X
<u>EMS</u>				
	Director of EMS	X	X	X
#10011303	EMS Asst. Director	X	X	X
<u>EMS Construction</u>				
	Director of EMS		X	X
#402	Facilities Supervisor		X	X
ENVIRONMENTAL SERVICES				
<u>Code Compliance</u>				
	Director of Environmental Services	X	X	X
#10011301	Code Compliance Supervisor	X	X	X

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#10011107	Code Compliance Supervisor	X		X		X
<u>Sanitary Engineering</u>						
	Director of Environmental Services	X		X		X
#662	Lead Project Engineer Operations Manager	X		X		X
#663	Lead Project Engineer			X		X
#664	Lead Project Engineer			X		X
#665	Lead Project Engineer			X		X
#666	Lead Project Engineer Operations Manager			X		X
#667	Lead Project Engineer			X		X
<u>Transfer Station</u>						
#680	Director of Environmental Services	X		X		X
	Lead Project Engineer		X		X	X
<u>Maintenance Bond Fund</u>						
#765	Director of Environmental Services				X	
	Lead Project Engineer					X
FACILITIES						
<u>Building & Grounds</u>						
	Facilities Supervisor	X		X		X
#10011105	Maintenance Supervisor	X		X		X
<u>Service Center</u>						
	Facilities Supervisor	X		X		X
#10011106	Lead Mechanic	X		X		X
JOB AND FAMILY SERVICES						
	Director of Job and Family Services	X		X		X
#10011110	Asst. Director of Job and Family Services			X		X
	Fiscal Supervisor			X		X
#223	Asst. Director of Job and Family Services	X		X		X
	Fiscal Supervisor	X		X		X
#224	Asst. Director of Job and Family Services	X		X		X
	Fiscal Supervisor	X		X		X
#225	Asst. Director of Job and Family Services			X		X
	Fiscal Supervisor			X		X
#228	Asst. Director of Job and Family Services			X		X
	Fiscal Supervisor			X		X
#701	Asst. Director of Job and Family Services			X		X
	Fiscal Supervisor			X		X
CSEA						
#237	Dir. Child Support Enforcement Agency	X		X		X
	Assistant Program Administrator	X		X		X
COMMISSIONERS						
<u>Administrative</u>						
#10011101	Assistant County Administrator	X		X		X
	Clerk to Commissioners			X		X
<u>General</u>						
#10011102	Assistant County Administrator	X		X		X
	Clerk to Commissioners			X		X
<u>County Home</u>						
#10011501	Assistant County Administrator			X		X
	Clerk to Commissioners			X		X
PERMANENT IMPROVEMENT						
#401	Facilities Supervisor			X		X
	Assistant County Administrator			X		X
	Clerk to Commissioners			X		X

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CAPITAL PROJECTS

#412	Facilities Supervisor		X	X
	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X
#414	Facilities Supervisor		X	X
	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X

COURTS

#10029202	Assistant County Administrator		X	
	Clerk to Commissioners		X	
	Auditor's Fiscal Dept			X
#10029203	Assistant County Administrator	X	X	
	Clerk to Commissioners	X	X	
	Auditor's Fiscal Dept			X

PUBLIC DEFENDER

#10011202	Assistant County Administrator	X	X	
	Clerk to Commissioners	X	X	X
	Public Defender Secretary		X	X

BOND RETIREMENT

#501	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X
#502	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X
#503	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X
#504	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X
#505	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X
#506	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X
#507	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X
#508	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X
#509	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X
#510	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X
#511	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X
#512	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X
#513	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X
#514	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X
#515	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X
#516	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X
#517	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X
#518	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X
#519	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X

MARRIAGE LICENSES

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#24911311	Assistant County Administrator	X	X
	Clerk to Commissioners	X	X

DRAINAGE IMPROVEMENT

#403	Assistant County Administrator	X	X
	Clerk to Commissioners	X	X

DITCH MAINTENANCE

#219	Assistant County Administrator	X	X
	Clerk to Commissioners	X	X

LODGING FUND

#730	Auditor's Fiscal Dept		X
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Section 2. The County Administrator may make purchase order and/or voucher requests from any of the above listed funds.

Section 3. The Board hereby grants signature authority to the following list of individuals to approve purchase orders not requested by the same individual, at the indicated amounts:

- A. County Administrator: up to and including \$5,000.00;
- B. Grant Funds shall be administered by the Appointing Authority as designed in the grant award;
- C. Soil & Water Conservation District shall administer the Ditch Maintenance Fund in accordance with the current agreement, with the exception of any reimbursement made from the Ditch Maintenance Fund to the Soil & Water Conservation District;
- D. The County Auditor is hereby authorized to release payroll warrants upon approval of electronically submit payrolls and submission of the hard copy payroll reports.

Section 4. For the specific purposes of this Resolution, in the absence of the County Administrator, the Assistant County Administrator shall become the acting County Administrator, and in the absence of both the County Administrator and the Assistant County Administrator, the Director of Administrative Services shall become the acting County Administrator.

Section 5. This Resolution shall take effect immediately upon adoption and shall supersede all prior resolutions.

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

DISCUSSION ON DELEGATING AUTHORITY TO SPECIFIC STAFF FOR THE ADMINISTRATION OF PERSONNEL MATTERS, PAYROLL ITEMS, AND VARIOUS AGREEMENTS

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Stapleton

- Will Not Be Attending The MORPC Meeting Today; Due To The PUCO First Energy Meeting
- The Annual Delaware Area Chamber Meeting Is Coming Up

Commissioner O'Brien

- Will Not Be Able To Attend The EMA Meeting On Monday; Due To Interviews

Commissioner Thompson

- Meeting On Bottle Recycling

RESOLUTION NO. 12-12

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT, PROMOTION, AND COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR IMMINENT LITIGATION AND FOR COLLECTIVE BARGAINING:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn into Executive Session at 10:45AM.

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

RESOLUTION NO. 12-13

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IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn out of Executive Session at 11:22AM.

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

There being no further business, the meeting adjourned.

Ken O'Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners