

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 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

1:30 PM Viewing Of The Wingate Farms Phases I & II Drainage Petition Filed By The Board Of Trustees Of Wingate Farms HOA

RESOLUTION NO. 12-588

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 14, 2012:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on June 14, 2012; and

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

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

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

RESOLUTION NO. 12-589

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM WORK SESSION HELD JUNE 11, 2012:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in a Work Session on June 11, 2012; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 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. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

**Tribute
Ohio War Of 1812 Bicentennial**

The Ohio War of 1812 Bicentennial Commission sent each county in Ohio a 15-star flag for ceremonies to take place throughout the next three years

RESOLUTION NO. 12-590

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0615:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0615 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Amount	Line
-----------	-------------	-----------	--------------	--------	------

COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2012

R1203976	ADRIEL SCHOOL INC	RESIDENTIAL TREATMENT	22511607 - 5342	\$35,000.00	0001
R1203988	CORNELL ABRAXAS GROUP INC	RESIDENTIAL TREATMENT	22511607 - 5342	\$12,500.00	0001
R1203992	FAIRFIELD ACADEMY LTD	RESIDENTIAL TREATMENT	22511607 - 5342	\$17,500.00	0001
R1203993	KEYSTONE RICHLAND CENTER LLC	RESIDENTIAL TREATMENT	22511607 - 5342	\$25,000.00	0001
R1203994	HOUSE OF NEW HOPE INC	RESIDENTIAL TREATMENT	22511607 - 5342	\$75,000.00	0001
R1203996	KIDS COUNT TOO INC	RESIDENTIAL TREATMENT	22511607 - 5342	\$20,000.00	0001
R1203998	LIFE START INC	RESIDENTIAL TREATMENT	22511607 - 5342	\$15,900.00	0001
R1204003	SAFY INC	RESIDENTIAL TREATMENT	22511607 - 5342	\$17,500.00	0001
R1204007	STARR COMMONWEALTH	RESIDENTIAL TREATMENT	22511607 - 5342	\$25,000.00	0001
R1204009	TRANSITIONS FOR YOUTH	RESIDENTIAL TREATMENT	22511607 - 5342	\$12,500.00	0001
R1204010	TRI STATE YOUTH AUTHORITY INC	RESIDENTIAL TREATMENT	22511607 - 5342	\$25,000.00	0001
R1204011	UNITED METHODIST CHILDRENS HOME	RESIDENTIAL TREATMENT	22511607 - 5342	\$37,500.00	0001
R1204014	VILLAGE NETWORK,THE	RESIDENTIAL TREATMENT	22511607 - 5342	\$100,000.00	0001
R1204016	YOUTH ADVOCATE SERVICES	RESIDENTIAL TREATMENT	22511607 - 5342	\$37,500.00	0001

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

RESOLUTION NO. 12-591

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The 911 Department is requesting that Delcom Employees participate in a Leads Messenger Training in Columbus, Ohio June 19, 2012; at no cost.

The 911 Department is requesting that Delcom Employees participate in a Leads Messenger Training in Columbus, Ohio July 24, 2012; at no cost.

Environmental Services is requesting that Ken Rosenbaum and Marty Bell attend the CORSA 2012 Underground Storage Tank Training in Zanesville, Ohio on June 21, 2012 at no cost.

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

RESOLUTION NO. 12-592

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

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

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

Now Therefore Be It Resolved that the following permits are hereby approved by The Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U12-035	Time Warner Cable	Frost Road	Bore road
U12-036	Del-Co Water Company	Frabell Drive-Lucy Depp	Install waterline
U12-037	Del-Co Water Company	3B's&K/Cheshire Road Widening	Install road bores/waterline

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

RESOLUTION NO. 12-593

IN THE MATTER OF AWARDDING THE BID AND APPROVING A CONTRACT WITH DOUBLE Z CONSTRUCTION COMPANY FOR DEL-CR16-1.79 AND DEL-CR48-3.50, CONDIT ROAD AND CENTERBURG ROAD BRIDGE REPLACEMENTS:

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2012**

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

Whereas, the County Engineer recommends approval of the following:

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

DEL-CR16-1.79 AND DEL-CR48-3.50, CONDIT ROAD AND CENTERBURG ROAD BRIDGE REPLACEMENTS - BID OPENING OF JUNE 5, 2012

As the result of the above referenced bid opening, The Engineer recommends that a bid award be made to Double Z Construction Company of Columbus, Ohio, the low bidder for the project. A copy of the bid tabulation is available for your information.

Also available are two copies of the contract with Double Z for your approval. Also available are the Certification/Affidavit in Compliance with ORC Section 3517.33 and the Terrorist Exclusion List along with the Prosecutor's and Auditor's approvals have been obtained.

CONTRACT

THIS AGREEMENT is made this 18th day of June, 2012 by and between **Double Z Construction Company, 2550 Harrison Road, Columbus, Ohio 43204**, hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

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

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named "**DEL-CR16-1.79 AND DEL-CR48-3.50, CONDIT ROAD AND CENTERBURG ROAD BRIDGE REPLACEMENTS**", and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed **Five Hundred Seventy-Three Thousand Five Hundred Ninety-Seven Dollars and Sixty-Six Cents (\$573,597.66)**, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

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

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

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two original copies on the day and year first above written.

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

RESOLUTION NO. 12-594

IN THE MATTER OF DECLARING NECESSITY FOR IMPROVEMENTS TO THE INTERSECTION OF SMOTHERS AND HARLEM ROADS AND APPROVING A COOPERATIVE AGREEMENT WITH FRANKLIN COUNTY FOR THE IMPROVEMENT:

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2012**

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

WHEREAS, Section 305.15 of the Ohio Revised Code provides that a board of county commissioners may enter into an agreement with the board of any other county, whereby the board undertakes, and is authorized by the contracting subdivision, to exercise any power, perform any function, or render any service, on behalf of the contracting subdivision or its legislative authority, that such subdivision or legislative authority may exercise, perform, or render; and,

WHEREAS, Section 5555.022 of the Revised Code provides that a Board of County Commissioners may find by a majority vote that the public convenience and welfare require the improving of any part of any public road, including roads along the county line and one or more counties within the state, may fix the route and termini of the Improvement and may authorize such Improvement, and;

WHEREAS, the County Engineers of Franklin and Delaware Counties recommend undertaking a Project to improve the intersection of Smothers Road and Harlem Road by reconstructing the existing "T" intersection as a single-lane modern roundabout, along with the drainage and other ancillary work necessary to complete the improvements; and

WHEREAS, Franklin County has received a grant through the Ohio Public Works Commission to pay for portions of the Project costs; and,

WHEREAS, the County Engineers of Franklin and Delaware County propose that Delaware County and Franklin County share equally in the balance of total Project costs not covered by the Ohio Public Works Commission grant received by Franklin County for the Project; and,

NOW, THEREFORE, BE IT RESOLVED by the Boards of County Commissioners of Delaware and Franklin Counties that:

Section 1: The public convenience and welfare requires improvement of the intersection of Smothers and Harlem Road by constructing a single-lane modern roundabout, along with the drainage and other ancillary work necessary to complete the Project; and,

Section 2: The County Engineer is hereby appointed as Administrator for the Project and shall have authority to approve invoices for the Project and cooperate with Franklin County to complete the project; and,

Section 3: The Board hereby enters into the following Cooperative Agreement:

COOPERATIVE AGREEMENT
BETWEEN
DELAWARE COUNTY
AND
FRANKLIN COUNTY

This Agreement made by and between the Boards of Commissioners of Delaware and Franklin Counties, and the respective County Engineers, hereinafter known, collectively, as the Parties to the Agreement.

This Agreement shall be for the purpose of cooperating to undertake a Project to improve the intersection of Smothers Road (also known as Delaware-Franklin County Line Road) and Harlem Road.

In consideration of the mutual benefit to both Parties, each County hereby agrees to pay for 50% of the total cost of the Project as determined to be necessary for completion of the project by both County Engineers, less any costs paid for by grant(s) through the Ohio Public Works Commission, and mutually agree to the following terms and conditions to further the completion of the Project:

Delaware County will:

1. Pay for 50% of Project costs not paid by the Ohio Public Works Commission.
2. Contract with, manage and compensate a professional engineering consulting firm to provide right-of-way and detailed construction plans for the Project and maintain a proper accounting of all engineering expenses, which will be attributed to the total Project cost. The Delaware County Engineer will coordinate the review and approval of the plans with the Franklin County Engineer.
3. Operate and maintain the completed portion of the Project within Delaware County's jurisdiction.

Franklin County will:

1. Pay for 50% of Project costs not paid by the Ohio Public Works Commission.
2. Acquire the necessary right-of-way, easements and work agreements necessary for the construction of the

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2012**

Project and maintain a proper accounting of all right-of-way payments, including administrative expenses, which will be attributed to the total Project cost. Provide a summary of proposed payments and expenses to the Delaware County Engineer for concurrence prior to authorization.

3. Coordinate with all impacted utilities on the Project. Maintain a proper accounting of all utility-related expenses, which will be attributed to the total Project cost. Provide a summary of proposed payments and expenses to Delaware County for concurrence prior to authorization.
4. Prepare bid documents, take bids and award a construction contract for the Project. Provide the contractor bids to Delaware County for their review and approval prior to awarding the contract. Maintain a proper accounting of all construction expenses, which will be attributed to the total Project cost. Provide all construction change orders to Delaware County for review and approval prior to authorization.
5. Provide construction engineering and inspection services for the entire Project. This will include Franklin County field inspectors along with private consultants for material testing. Maintain a proper accounting of all construction inspection expenses, which will be attributed to the total Project cost.
6. Prepare an overall summary of all Project expenses which will include costs associated with engineering, right-of-way, utility, construction, construction inspection and any other agreed upon Project costs. Calculate the local share of Project costs by deducting the Ohio Public Works Commission grant on the Project. Submit an invoice to Delaware County for 50% of that local share calculation less the approved engineering expenses paid for by Delaware County.
7. Operate and maintain the completed portion of the Project within Franklin County's jurisdiction.

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

RESOLUTION NO. 12-595

IN THE MATTER OF REAFFIRMING THE NEED FOR IMPROVEMENTS TO SOUTH OLD STATE ROAD FOR THE UPDATED APPLICATION FOR FEDERAL HIGHWAY FUNDING ASSISTANCE TO THE MID-OHIO REGIONAL PLANNING COMMISSION:

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

WHEREAS, the Board of Commissioners, by Resolution #10-1176, declared that Improvements to South Old State Road, extending approximately from Polaris Parkway to East Orange Road, are necessary for the safety, convenience and welfare of the public, and declared that the Improvement known as South Old State Road (DEL-CR10-0.90) was to be initiated for this purpose; and,

WHEREAS, the County Engineer is in the process of developing plans, specifications and estimates for said Improvement in cooperation with the Ohio Department of Transportation; and,

WHEREAS, said Improvement received a funding commitment by the Mid-Ohio Regional Planning Commission (MORPC) for MORPC-attributable federal highway funding in 2011, and said Improvement is included the State Fiscal year (SFY) 2012-15 Transportation Improvement Program (TIP) with funding for the right of way acquisition phase in SFY 2013; and,

WHEREAS, MORPC will receive applications for new federal transportation funding in 2012 and requires that sponsors of all previously approved projects submit updates during each application cycle, along with legislation by the sponsoring Local Public Agency (LPA) reaffirming the commitment of the LPA to proceed with the Improvement;

NOW, THEREFORE, Be It Resolved by the Board of Commissioners of Delaware County, that:

The Board reaffirms that it intends to develop, construct and maintain the Improvement known as South Old State Road Improvements (DEL-CR10-0.90) as stated in Resolution 10-1176.

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

RESOLUTION NO. 12-596

IN THE MATTER OF REAFFIRMING THE NEED FOR IMPROVEMENTS TO HOME ROAD FOR THE UPDATED APPLICATION FOR FEDERAL HIGHWAY FUNDING ASSISTANCE TO THE MID-OHIO REGIONAL PLANNING COMMISSION:

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

WHEREAS, the Board of Commissioners, by Resolution #08-857, declared that Improvements to the intersections of Home Road (CR 124) and S.R. 257 and Home Road and South Section Line (CR 5) Road are necessary for the safety, convenience and welfare of the public, and declared that the Improvement known as

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2012**

Section Line/Home Road and State Route 257/Home Road Intersections Improvements was to be initiated for this purpose; and,

WHEREAS, the County Engineer is in the process of developing necessary plans, specifications and estimates and is acquiring the necessary rights of way for said Improvement in cooperation with the Ohio Department of Transportation; and,

WHEREAS, said Improvement received a funding commitment by the Mid-Ohio Regional Planning Commission (MORPC) for MORPC-attributable federal highway funding in 2009 and again in 2011, and said Improvement is included the State Fiscal year (SFY) 2012-15 Transportation Improvement Program (TIP) with funding for the right of way acquisition phase in SFY 2012 and the construction phase in SFY 2014; and,

WHEREAS, MORPC will receive applications for new federal transportation funding in 2012 and requires that sponsors of all previously approved projects submit updates during each application cycle, along with legislation by the sponsoring Local Public Agency (LPA) reaffirming the commitment of the LPA to proceed with the Improvement;

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

The Board reaffirms that it intends to develop, construct and maintain the Improvement known as Home Road, SR 257 and Section Line Road Intersection Improvements (DEL-CR124-1.88) as stated in Resolution 08-857.

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

RESOLUTION NO. 12-597

IN THE MATTER OF ACCEPTING THE AWARD OF THE COMMUNITY BASED CORRECTIONS PROGRAM 407 SUBSIDY GRANT FOR ADULT COURT SERVICES:

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

WHEREAS, the Delaware County Adult Court Services has applied for and been awarded the Community Based Corrections Program 407 Subsidy Grant 2013; and

WHEREAS, the Grant will provide for an Intensive Supervision officer, Non Support Officer and Prison Diversion officer, it also provides support for these areas; and

WHEREAS, a local match is not required for the Grant; and

WHEREAS, Commissioner Stapleton, as President of the Board of County Commissioners (the "Board"), is listed as the designated official for Delaware County for the Grant; and

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining Commissioner Stapleton as the designated official;

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

Section 1. The Board hereby accepts the award of the Grant as follows:

Grant #	407
Source:	Ohio Department of rehabilitation and Correction
Grant Period:	July 1, 2012 to June 30, 2013
Federal Grant Amount:	\$165,732.00
Local Match:	<u>0.00</u>
Total Grant Amount:	\$165,732.00

Section 2. The Board hereby authorizes Commissioner Stapleton, as the designated official, to execute reports and administrative documents for the Grant.

Section 3. When reports or administrative documents require execution by the designated official, a copy of the report or documents shall be provided to the Clerk of the Board, along with a copy of this Resolution.

**OHIO DEPARTMENT OF REHABILITATION AND CORRECTION
SUBSIDY GRANT AGREEMENT FOR
COMMUNITY-BASED CORRECTIONS PROGRAMS
407 NON-RESIDENTIAL FELONY**

WHEREAS, the Grantee has made application to the Grantor for funds made available for a Community Correction Act Grant, and has submitted a proposal for the use of these funds, and

COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JUNE 18, 2012

WHEREAS, the Grantor is authorized, pursuant to authority in section 5149.30 et seq. of the Ohio Revised Code, to determine and award grants to assist local governments in community-based law enforcement services;

NOW THEREFORE this Grant Agreement is made between the State of Ohio, Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as Grantor) and the undersigned representatives of Delaware County Ohio, (hereinafter referred to as Grantee), pursuant to authority in Section 5149.30 et seq. of the Ohio Revised Code.

A. Terms and Conditions:

1) The Grantor awards to the Grantee the sum of \$165,732, to be paid in four equal installments of \$41,433 for the period beginning with the effective date of this agreement and ending 06/30/2013 subject to the terms and conditions of this agreement, unless extended or renewed by written agreement of both parties or otherwise terminated as provided herein, but in no event shall this agreement extend beyond 06/30/2013 . Total expenditures for Fiscal Year 2013 (07/01/2012 to 06/30/2013) will not in any case exceed \$165,732

The grant agreement is for the following programs:

<u>Program Name</u>	<u>Application Identifier</u>	<u>Amount</u>
Electronic Monitoring	EM-App-2013-DelaCPAPD-00094	\$30,000
Intensive Supervision	ISP-App-2013-DelaCPAPD-00095	\$78,316
Non Support	NS-App-2013-DelaCPAPD-00096	\$57,416

2) This agreement is not effective until the date the Deputy Director of Parole and Community Services of the Department of Rehabilitation and Correction electronically approves this agreement. The effective date will be indicated on the "Community Based Correction Act Program Grant Approval" letter.

3)The amount specified in paragraph A.1 is subject to legislative appropriation of the Grantor's proposed Community Non-Residential Programs subsidy (407) budget amount for Fiscal Year 2013 the parties agree that the Grantor may modify the amount in paragraph A.1 if such appropriation is less than the amount proposed to the Legislature by Grantor. The modified amount shall be determined solely by Grantor Officials within their discretion. The Grantee and the Grantor agree to an interim payment of grant funds if an interim budget is adopted pending the final approval of the State of Ohio Fiscal Year 2013 budget. Furthermore, the obligations of the state under this agreement are subject to the determination by the Grantor that sufficient funds have been appropriated by the General Assembly to the Grantor for the purposes of this grant agreement and to the certification of the availability of such funds by the director of budget and management as required by Section 126.07 of the Ohio Revised Code.

4) In the event that the Grantee wishes to terminate the program or its participation in this Agreement, the Grantee may do so upon sending written notice to the Grantor. In such event in compliance with Section 5120:1-5-07 of the Ohio Administrative Code, the Grantee shall refund to the Grantor that amount paid to the Grantee which represents funding for services not yet rendered as determined by a financial audit completed by the Grantor.

5) The Grantee agrees to effect the program as outlined in the proposal submitted by the Grantee, and approved herein by reference. The program's positions, salaries, and fringe benefits shall be as stated in the proposal. The type of expenses, other than salaries of persons who will staff and operate the facility and program for which the state financial assistance can be used are those set out in the proposal. Purchases made with state funds shall be in accordance with county/state/municipal competitive bidding requirements. Any significant program change or reduction requires the prior written approval of the Grantor. In the event of such change or reduction is approved, the Grantor may make appropriate changes in funding.

6) It is agreed that the Bureau of Community Sanctions shall monitor grant activities during the grant period. Changes shall be submitted to and approved by the Bureau of Community Sanctions for the Grantor. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any controversy or a dispute which arises out of or relates to this agreement, or any breach of this agreement. Should this fail, the Grantee can appeal to the Deputy Director of the Division of Parole and Community Services for final resolution.

The program's tax identification number is 31-6400065

7) Quarterly payments will be made by the Grantor BY WAY OF ELECTRONIC FUND TRANSFER TO THE DESIGNATED PUBLIC ENTITY. This process will continue until the total grant award has been expended.

8) The Grantee agrees to manage and account for grant funds in accordance with the Grantor's "Community Corrections Act Program Grant Manual." These guidelines are incorporated herein by reference. The Grantee agrees to designate a fiscal agent to act on behalf of the Grantee.

9) The Grantee agrees to provide for services as required by State standards and/or policy and procedure.

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2012**

10) This agreement may not be assigned or transferred by either party.

11) The Grantee shall remain responsible for all services performed under this Agreement. The Grantee shall comply with all applicable state and federal laws regarding the purchase of goods and services (including personal service contracts).

12) None of the persons who will staff and operate the program, including those who are receiving some or all of their salaries out of funds received by the program as state financial assistance, are employees or to be considered as employees of the Department of Rehabilitation and Correction. Employees who will staff and operate the program are employees of the program.

13) The program will make a reasonable effort to augment the funding received by the state. The program will comply with Section 5149.33 of the Ohio Revised Code wherein it states:

No municipal corporation, county, or group of contiguous counties receiving a subsidy under division (A) of section 5149.31 of the Revised Code shall reduce, by the amount of the subsidy it receives or by a greater or lesser amount, the amount of local, nonfederal funds it expends for corrections, including, but not limited to, the amount of local, nonfederal funds it expends for the operation of the county, multi-county municipal, county, or multi-county-municipal jail or workhouse and for any county or municipal probation department or for any community correction program. Each subsidy shall be used to make corrections expenditures in excess of those corrections expenditures being made from local, nonfederal funds. No subsidy or portion of a subsidy shall be used to make capital improvements. If a recipient violates this section, the Department of Rehabilitation and Correction may discontinue subsidy payments to the recipient.

14) This agreement supersedes any prior Grant Agreement for Community Correction Act Programs executed by the parties, or their authorized representatives. This document represents the sole agreement between the parties.

B) Program Evaluation:

1) The Grantee shall maintain statistical records for the period of the grant in the format and frequency as established by the Grantor.

2) The Grantee shall prepare and submit to the Grantor a report comprised of the statistical data pursuant to the Grantor's instructions. The Grantee shall maintain internet access for data transmission into the Grantor's management information systems.

3) The Grantee shall prepare a quarterly financial report to the Grantor. The reports shall be submitted thirty (30) days after the end of each quarter. Pre-Sentence Investigation Grants are required to prepare financial reports semi-annually.

To determine if the local community-based correctional program is achieving its stated goal and objectives, the Grantee agrees to submit intake and TERMINATION DATA for each offender placed into its program to the Grantor. The frequency of submitting these forms will be determined by the Grantor and the Grantee shall make available all necessary records for validation and audit. This section does not apply to Pre-Sentence Investigation Grants.

4) It is agreed that the Grantee shall be provided with the results of the Grantor's review of the intake and TERMINATION DATA at time intervals determined by the Grantor.

5) Failure to comply with Items (B) (1) through (5) of this Grant Agreement may result in delaying subsidy payments to the Grantee.

C) Compliance:

1) The Grantee shall cooperate with and provide any additional information as may be required by the Department of Rehabilitation and Correction in carrying out an ongoing evaluation of subsidy funded community-based corrections programs.

2) All expenditures made by the Grantee with funds received as state financial assistance through this grant shall be governed by laws of the State of Ohio.

3) Ohio Ethics: All Contractors who are actively doing business with the State of Ohio or who are seeking to do business with the State of Ohio are responsible to review and comply with all relevant provisions of O.R.C. Sections 102.01 to 102.09, and Governor Kasich's Executive Order 2011-03K for Ethics.

4) In accordance with Executive Order 2011-03K, Contractor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2011-03K (2) has reviewed and understands Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and Executive Order 2011-03K. The

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2012**

Contractor understands that failure to comply with Executive Order 2011-03K is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the state of Ohio up to and including debarment.

5) Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

6) All contracts by the Grantee for services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties' involved, state conditions for termination of the agreement and be approved by the appropriate county officials before their implementation. A copy of such agreement(s) shall be forwarded to the Bureau of Community Sanctions.

7) Failure of the Grantee to comply with the rules of Chapter 5120:1-5 of the Ohio Administrative Code which are applicable under this Grant Agreement, may be cause for the Director of the Department of Rehabilitation and Correction to terminate further funding. Furthermore, the grant amount may be reduced or the Grant Agreement terminated by the Department of Rehabilitation and Correction if:

a. The quality and extent of the program services furnished by the Grantee has been significantly reduced from the level proposed in the Grant Agreement.

b. There is a financial or audit disclosure involving misuse of state funds.

8) The reason(s) for the intent to terminate or reduce funding shall be given in writing to the Grantee. Said notice will be given sixty (60) days prior to the termination of funding. The Grantee shall have thirty (30) days following the receipt of such notice in which to present a petition for reconsideration to the Director of the Department of Rehabilitation and Correction.

9) The Grantee warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. 9.24. If the warranty is deemed to be false, the contract is void ab initio and the Grantee must immediately repay to the Attorney General any funds paid under this agreement.

D) Program Continuation:

1) The Grantor will make reasonable efforts to secure continued funding or expansion of the subsidy program.

2) This Agreement shall be governed by the laws of the State of Ohio. It constitutes the entire Agreement between the parties regarding its subject matter. It is subject, however, to modification at any time upon the mutual written notification to the Grantee by the Grantor.

3) If any provision in this Agreement is determined by an appropriate court of law to be invalid and unenforceable, the remaining provisions shall continue in full force and effect to the extent possible.

4) All existing Grant Agreements are now rendered null and void and are superseded as of the executing of this Grant Agreement.

E) Pre-Sentence Investigation Grants

1) The purpose of these grant programs is to provide the Common Pleas Court(s) with funding to hire an employee(s) or contract with an outside agency to conduct Pre-Sentence Investigation reports (PSI) that meet the statutory obligation of ORC code 2951 .03. The employee(s) paid for within this grant shall only perform duties related to the completion of these reports.

2) All Pre-Sentence Investigation reports completed by the employee(s) or sub-contractor(s) paid within this grant must be emailed within 30 days of the sentencing/disposition date to the email account provided by the Grantor. The Pre-Sentence Investigation will then be uploaded into the Department of Rehabilitation and Correction PSI portal.

3) The employee(s) or sub-contractor(s) paid within this grant must receive training and certification for the Ohio Risk Assessment System and place all offender risk assessment data into the automated ORAS system.

4) The PSI writer(s) shall only complete PSI reports for the Common Pleas Court(s) listed in the application.

5) The Grantee shall submit an initial budget with this application and prepare a semi-annual financial report. The financial report shall be submitted to the Bureau of Community Sanctions within thirty (30) days after the end of the second (December) and fourth quarter (June) of the fiscal year.

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

RESOLUTION NO. 12-598

COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JUNE 18, 2012

IN THE MATTER OF ACCEPTING THE AWARD OF THE COMMUNITY BASED CORRECTIONS PROGRAM 408 NON-RESIDENTIAL MISDEMEANANT FOR ADULT COURT SERVICES:

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

WHEREAS, the Delaware County Adult Court Services has applied for and been awarded the Community Based Corrections Program 408 Non-Residential Misdemeanant for 2013: and

WHEREAS, the Grant will provide for Pre-Sentence Investigators and Prison Diversion officer, it will also provide funds to support these areas; and

WHEREAS, a local match is not required for the Grant; and

WHEREAS, Commissioner Stapleton, as President of the Board of County Commissioners (the "Board"), is listed as the designated official for Delaware County for the Grant; and

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining Commissioner Stapleton as the designated official;

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

Section 1. The Board hereby accepts the award of the Grant as follows:

Grant #	408
Source:	Ohio Department of rehabilitation and Correction
Grant Period:	July 1, 2012 to June 30, 2013
Federal Grant Amount:	\$115,000.00
Local Match:	<u>0.00</u>
Total Grant Amount:	\$115,000.00

Section 2. The Board hereby authorizes Commissioner Stapleton, as the designated official, to execute reports and administrative documents for the Grant.

Section 3. When reports or administrative documents require execution by the designated official, a copy of the report or documents shall be provided to the Clerk of the Board, along with a copy of this Resolution.

**OHIO DEPARTMENT OF REHABILITATION AND CORRECTION
 SUBSIDY GRANT AGREEMENT FOR
 COMMUNITY-BASED CORRECTIONS PROGRAMS
 408 NON-RESIDENTIAL MISDEMEANANT**

WHEREAS, the Grantee has made application to the Grantor for funds made available for a Community Correction Act Grant, and has submitted a proposal for the use of these funds, and

WHEREAS, the Grantor is authorized, pursuant to authority in section 5149.30 et seq. of the Ohio Revised Code, to determine and award grants to assist local governments in community-based law enforcement services;

NOW THEREFORE this Grant Agreement is made between the State of Ohio, Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as Grantor) and the undersigned representatives of Delaware County Ohio, (hereinafter referred to as Grantee), pursuant to authority in Section 5149.30 et seq. of the Ohio Revised Code.

A Terms and Conditions:

1) The Grantor awards to the Grantee the sum of \$115,000 , to be paid in four equal installments of \$28,750 for the period beginning with the effective date of this agreement and ending 06/30/2013 subject to the terms and conditions of this agreement, unless extended or renewed by written agreement of both parties or otherwise terminated as provided herein, but in no event shall this agreement extend beyond 06/30/2013 . Total expenditures for Fiscal Year 2013 (07/01/2012 to 06/30/2013) will not in any case exceed \$115,000

The grant agreement is for the following programs:

<u>Program Name</u>	<u>Application Identifier</u>	<u>Amount</u>
PSI	PSI-App-2013-DelaCPAPD-00142	\$ 95,000
Electronic Monitoring	EM-App-2013-DelaCPAPD-00143	\$ 20,000

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2012**

2) This agreement is not effective until the date the Deputy Director of Parole and Community Services of the Department of Rehabilitation and Correction electronically approves this agreement. The effective date will be indicated on the "Community Based Correction Act Program Grant Approval" letter.

3) The amount specified in paragraph A.1 is subject to legislative appropriation of the Grantor's proposed Community Non-Residential Programs subsidy (408) budget amount for Fiscal Year 2013 the parties agree that the Grantor may modify the amount in paragraph A.1 if such appropriation is less than the amount proposed to the Legislature by Grantor. The modified amount shall be determined solely by Grantor Officials within their discretion. The Grantee and the Grantor agree to an interim payment of grant funds if an interim budget is adopted pending the final approval of the State of Ohio Fiscal Year 2013 budget. Furthermore, the obligations of the state under this agreement are subject to the determination by the Grantor that sufficient funds have been appropriated by the General Assembly to the Grantor for the purposes of this grant agreement and to the certification of the availability of such funds by the director of budget and management as required by Section 126.07 of the Ohio Revised Code.

4) In the event that the Grantee wishes to terminate the program or its participation in this Agreement, the Grantee may do so upon sending written notice to the Grantor. In such event in compliance with Section 5120:1-5-07 of the Ohio Administrative Code, the Grantee shall refund to the Grantor that amount paid to the Grantee which represents funding for services not yet rendered as determined by a financial audit completed by the Grantor.

5) The Grantee agrees to effect the program as outlined in the proposal submitted by the Grantee, and approved herein by reference. The program's positions, salaries, and fringe benefits shall be as stated in the proposal. The type of expenses, other than salaries of persons who will staff and operate the facility and program for which the state financial assistance can be used are those set out in the proposal. Purchases made with state funds shall be in accordance with county/state/municipal competitive bidding requirements. Any significant program change or reduction requires the prior written approval of the Grantor. In the event of such change or reduction is approved, the Grantor may make appropriate changes in funding.

6) It is agreed that the Bureau of Community Sanctions shall monitor grant activities during the grant period. Changes shall be submitted to and approved by the Bureau of Community Sanctions for the Grantor. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any controversy or a dispute which arises out of or relates to this agreement, or any breach of this agreement. Should this fail, the Grantee can appeal to the Deputy Director of the Division of Parole and Community Services for final resolution.

The program's tax identification number is 31-6400065

7) Quarterly payments will be made by the Grantor BY WAY OF ELECTRONIC FUND TRANSFER TO THE DESIGNATED PUBLIC ENTITY. This process will continue until the total grant award has been expended.

8) The Grantee agrees to manage and account for grant funds in accordance with the Grantor's "Community Corrections Act Program Grant Manual." These guidelines are incorporated herein by reference. The Grantee agrees to designate a fiscal agent to act on behalf of the Grantee.

9) The Grantee agrees to provide for services as required by State standards and/or policy and procedure.

10) This agreement may not be assigned or transferred by either party.

11) The Grantee shall remain responsible for all services performed under this Agreement. The Grantee shall comply with all applicable state and federal laws regarding the purchase of goods and services (including personal service contracts).

12) None of the persons who will staff and operate the program, including those who are receiving some or all of their salaries out of funds received by the program as state financial assistance, are employees or to be considered as employees of the Department of Rehabilitation and Correction. Employees who will staff and operate the program are employees of the program.

13) The program will make a reasonable effort to augment the funding received by the state. The program will comply with Section 5149.33 of the Ohio Revised Code wherein it states:

No municipal corporation, county, or group of contiguous counties receiving a subsidy under division (A) of section 5149.31 of the Revised Code shall reduce, by the amount of the subsidy it receives or by a greater or lesser amount, the amount of local, nonfederal funds it expends for corrections, including, but not limited to, the amount of local, nonfederal funds it expends for the operation of the county, multi-county municipal, county, or multi-county-municipal jail or workhouse and for any county or municipal probation department or for any community correction program. Each subsidy shall be used to make corrections expenditures in excess of those corrections expenditures being made from local, nonfederal funds. No subsidy or portion of a subsidy shall be used to make capital improvements. If a recipient violates this section, the Department of Rehabilitation and Correction may discontinue subsidy payments to the recipient.

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2012**

14) This agreement supersedes any prior Grant Agreement for Community Correction Act Programs executed by the parties, or their authorized representatives. This document represents the sole agreement between the parties.

B) Program Evaluation:

- 1) The Grantee shall maintain statistical records for the period of the grant in the format and frequency as established by the Grantor.
- 2) The Grantee shall prepare and submit to the Grantor a report comprised of the statistical data pursuant to the Grantor's instructions. The Grantee shall maintain internet access for data transmission into the Grantor's management information systems.
- 3) The Grantee shall prepare a quarterly financial report to the Grantor. The reports shall be submitted thirty (30) days after the end of each quarter. Pre-Sentence Investigation Grants are required to prepare financial reports semi-annually.

To determine if the local community-based correctional program is achieving its stated goal and objectives, the Grantee agrees to submit intake and TERMINATION DATA for each offender placed into its program to the Grantor. The frequency of submitting these forms will be determined by the Grantor and the Grantee shall make available all necessary records for validation and audit. This section does not apply to Pre-Sentence Investigation Grants.

- 4) It is agreed that the Grantee shall be provided with the results of the Grantor's review of the intake and TERMINATION DATA at time intervals determined by the Grantor.
- 5) Failure to comply with Items (B) (1) through (5) of this Grant Agreement may result in delaying subsidy payments to the Grantee.

C) Compliance:

- 1) The Grantee shall cooperate with and provide any additional information as may be required by the Department of Rehabilitation and Correction in carrying out an ongoing evaluation of subsidy funded community-based corrections programs.
- 2) All expenditures made by the Grantee with funds received as state financial assistance through this grant shall be governed by laws of the State of Ohio.
- 3) Ohio Ethics: All Contractors who are actively doing business with the State of Ohio or who are seeking to do business with the State of Ohio are responsible to review and comply with all relevant provisions of O.R.C. Sections 102.01 to 102.09, and Governor Kasich's Executive Order 2011-03K for Ethics.
- 4) In accordance with Executive Order 2011-03K, Contractor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2011-03K (2) has reviewed and understands Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and Executive Order 2011-03K. The Contractor understands that failure to comply with Executive Order 2011-03K is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the state of Ohio up to and including debarment.
- 5) Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.
- 6) All contracts by the Grantee for services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties' involved, state conditions for termination of the agreement and be approved by the appropriate county officials before their implementation. A copy of such agreement(s) shall be forwarded to the Bureau of Community Sanctions.
- 7) Failure of the Grantee to comply with the rules of Chapter 5120:1-5 of the Ohio Administrative Code which are applicable under this Grant Agreement, may be cause for the Director of the Department of Rehabilitation and Correction to terminate further funding. Furthermore, the grant amount may be reduced or the Grant Agreement terminated by the Department of Rehabilitation and Correction if:
 - a. The quality and extent of the program services furnished by the Grantee has been significantly reduced from the level proposed in the Grant Agreement.
 - b. There is a financial or audit disclosure involving misuse of state funds.
- 8) The reason(s) for the intent to terminate or reduce funding shall be given in writing to the Grantee. Said notice will be given sixty (60) days prior to the termination of funding. The Grantee shall have thirty (30) days following the receipt of such notice in which to present a petition for reconsideration to the Director of the Department of Rehabilitation and Correction.

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2012**

9) The Grantee warrants that it is not subject to an "unresolved" finding for recovery under O.R.0 9.24. If the warranty is deemed to be false, the contract is void ab initio and the Grantee must immediately repay to the Attorney General any funds paid under this agreement.

D) Program Continuation:

- 1) The Grantor will make reasonable efforts to secure continued funding or expansion of the subsidy program.
- 2) This Agreement shall be governed by the laws of the State of Ohio. It constitutes the entire Agreement between the parties regarding its subject matter. It is subject, however, to modification at any time upon the mutual written notification to the Grantee by the Grantor.
- 3) If any provision in this Agreement is determined by an appropriate court of law to be invalid and unenforceable, the remaining provisions shall continue in full force and effect to the extent possible.
- 4) All existing Grant Agreements are now rendered null and void and are superseded as of the executing of this Grant Agreement.

E) Pre-Sentence Investigation Grants

- 1) The purpose of these grant programs is to provide the Common Pleas Court(s) with funding to hire an employee(s) or contract with an outside agency to conduct Pre-Sentence Investigation reports (PSI) that meet the statutory obligation of ORC code 2951 .03. The employee(s) paid for within this grant shall only perform duties related to the completion of these reports.
- 2) All Pre-Sentence Investigation reports completed by the employee(s) or sub-contractor(s) paid within this grant must be emailed within 30 days of the sentencing/disposition date to the email account provided by the Grantor. The Pre-Sentence Investigation will then be uploaded into the Department of Rehabilitation and Correction PSI portal.
- 3) The employee(s) or sub-contractor(s) paid within this grant must receive training and certification for the Ohio Risk Assessment System and place all offender risk assessment data into the automated ORAS system.
- 4) The PSI writer(s) shall only complete PSI reports for the Common Pleas Court(s) listed in the application.
- 5) The Grantee shall submit an initial budget with this application and prepare a semi-annual financial report. The financial report shall be submitted to the Bureau of Community Sanctions within thirty (30) days after the end of the second (December) and fourth quarter (June) of the fiscal year.

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

RESOLUTION NO. 12-599

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR A EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR THE MENTAL HEALTH DOCKET BY ADULT COURT SERVICES:

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

Grant #	2012-JG-DelaCPAPD-00467
Source:	Ohio Office of Criminal Justice Services
Grant Period:	January 1, 2013 – December 31, 2013
Grant Amount:	\$ 45,626.73
Local Match:	7,604.45
Local City Match:	<u>7,604.45</u>
Total Grant Amount:	\$ 60,835.64

The Grant funds treatment services and a probation officer that supervises felons at an intense level who are suffering from mental illness. A treatment team works closely with the judges and offender to ensure the correct evidence based services are provided. This grant is a collaboration with Delaware Municipal Court in an effort to reduce the jail population and reduce recidivism. The Grant would require that Delaware County provide matching funds for this grant from the general fund.

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

RESOLUTION NO. 12-600

COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2012

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR A EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR A DRUG COURT DOCKET 2013 FOR ADULT COURT SERVICES:

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

Grant # 2012-JG-DelaCPAPD-00388
 Source: Ohio Office of Criminal Justice Services
 Grant Period: January 1, 2013 – December 31, 2013

Grant Amount: \$ 48,910.81
 Local Match: 16,303.60
 Total Grant Amount: \$ 65,214.41

The Grant funds treatment services and a probation officer that supervises felons at an intense level who are diagnosed with drug and alcohol dependence. A treatment team works closely with the judges and offender to ensure the correct evidence based services are provided. The Grant would require that Delaware County provide matching funds for this grant from the general budget.

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

RESOLUTION NO. 12-601

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR A EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR THE DELAWARE COUNTY REENTRY COALITION BY ADULT COURT SERVICES:

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

Grant # 2012-JG-DelaCPAPD-00799
 Source: Ohio Office of Criminal Justice Services
 Grant Period: January 1, 2013 – December 31, 2013

Grant Amount: \$ 193,988.10
 Local Match: 64,662.70
 Total Grant Amount: \$ 258,650.80

This Grant funding opportunity will provide a comprehensive program and supervision for high risk offenders in our community. The funding will profoundly expand services available for high risk offenders in our community. The Grant would require that Delaware County provide matching funds for this grant from the general fund.

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

RESOLUTION NO. 12-602

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

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

Whereas, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations, and

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

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contracts for Child Care Placement providers:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
NAT'L YOUTH ADVOCATE PROGRAM 1801 WATERMARK DRIVE COLUMBUS, OHIO 43215	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care)
RESIDENTIAL TREATMENT \$10,000	F. Behavioral Healthcare G. Other costs - (any other cost the Agency has

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2012**

	agreed to participate in)
<p>YOUTH ADVOCATE SERVICES 825 GRANDVIEW AVE COLUMBUS, OHIO 43215</p> <p>RESIDENTIAL TREATMENT \$75,000</p>	<p>A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)</p>
<p>FAIRFIELD ACADEMY 7860 PLEASANTVILLE ROAD THORNVILLE, OHIO 43076</p> <p>RESIDENTIAL TREATMENT \$35,000</p>	<p>A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)</p>
<p>VILLAGE NETWORK OP.O. BOX 518 SMITHVILLE, OHIO 44677</p> <p>RESIDENTIAL TREATMENT \$450,000</p>	<p>A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)</p>
<p>TRI STATE YOUTH ACADEMY 7130 COUNTY ROAD 121 PO BOX 47 CHESTERVILLE, OHIO 43317</p> <p>RESIDENTIAL TREATMENT \$100,000</p>	<p>A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)</p>
<p>KIDS COUNT TOO, INC. 1616 E. WOOSTER STREET UNIT 3 BOWLNG GREEN, OHIO 43402</p> <p>RESIDENTIAL TREATMENT \$40,000</p>	<p>A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)</p>
<p>TRANSITIONS FOR YOUTH 5801 ST RT 141 GALLIPOLIS, OHIO 45631</p> <p>RESIDENTIAL TREATMENT \$25,000</p>	<p>A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)</p>
<p>CORNELL ABRAXAS 2840 LIBERTY AVE PITTSBURGH, PA 15222</p> <p>RESIDENTIAL TREATMENT \$25,000</p>	<p>A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has</p>

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2012**

	agreed to participate in)
HOUSE OF NEW HOPE 8135 MT. VERNON ROAD ST. LOUISVILLE, OHIO 43071 RESIDENTIAL TREATMENT \$150,000	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
STARR COMMONWEALTH 301 OBETZ ROAD COLUMBUS, OHIO 43207 RESIDENTIAL TREATMENT \$100,000	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
LIFE START, INC. 142 N. HIGH STREET GAHANA, OHIO 43230 RESIDENTIAL TREATMENT \$31,800	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
BRIDGEWAY HOME, INC. 7990 HARTMAN ROAD WADSWORTH, OHIO 44281 RESIDENTIAL TREATMENT \$10,000	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
CHRISTIAN CHILDREN'S HOME 2685 ARMSTRONG ROAD P.O. BOX 765 WOOSTER, OHIO 44691 RESIDENTIAL TREATMENT \$50,000	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
SPECIALIZED ALTERNATIVES FOR YOUTH 10100 ELIDA ROAD DELPHOS, OHIO 45833 RESIDENTIAL TREATMENT \$35,000	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
ADIREL SCHOOL P.O. BOX 188 WEST LIBERTY, OHIO 43357 RESIDENTIAL TREATMENT \$115,000	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has

COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2012

	agreed to participate in)
UNITED METHODIST CHILDREN'S HOME 1033 HIGH STREET WORTHINGTON, OHIO 43085 RESIDENTIAL TREATMENT \$75,000	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
GUIDESTONE 202 E. BAGLEY ROAD BEREA, OHIO 44017 RESIDENTIAL TREATMENT \$5,000	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
FOUNDATIONS FOR LIVING 1451 LUCAS ROAD MANSFIELD, OHIO 44905 RESIDENTIAL TREATMENT \$50,000	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
THE BAIR FOUNDATION 665. E. DUBLIN-GRANVILLE RD SUITE 300 COLUMBUS, OHIO 43229 RESIDENTIAL TREATMENT \$50,000	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

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

EXAMPLE

CONTRACT FOR THE PROVISION OF CHILD PLACEMENT AND RELATED SERVICES

This Contract for the Provision of Child Placement and Related Services (hereinafter "Contract") is entered into by and between the Delaware County, Ohio Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Department of Job and Family Services, a Title IV-E Agency, (hereinafter "Agency") whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, and

Provider:

(hereinafter "Provider") whose address is:

Street/Mailing Address:

City:

State:

Zip Code:

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2012**

(hereinafter collectively the "Parties.")

PURPOSE

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

RECITALS

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

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

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

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

**ARTICLE I
DEFINITIONS GOVERNING THIS CONTRACT**

The following definitions shall govern this Contract:

- A. **IV-E Allowable Costs for Public Agencies** means those costs as specified in accordance with the Office of Management and Budget (OMB) Circular A-87. Cost Principles for State, Local and Indian Tribal Governments.
- B. **IV-E Unallowable Costs for Public Agencies** means those costs as specified in accordance with the Office of Management and Budget (OMB) Circular A-87. Cost Principles for State, Local and Indian Tribal Governments.
- C. **IV-E Allowable Costs for Private For-Profit and Private Non-Profit Providers** means those costs as specified in accordance with the Office of Management and Budget (OMB) Circular A-122. Cost Principles for Non-Profit Organizations.
- D. **IV-E Unallowable Costs for Private For-Profit and Private Non-Profit Providers** means those costs as specified in accordance with the Office of Management and Budget (OMB) Circular A-122. Cost Principles for Non-Profit Organizations.
- E. **C.F.R.** means Code of Federal Regulations.
- F. **Administration Costs** means those costs as specified in Ohio Administrative Rule 5101:2-47-02.
- G. **Maintenance Costs** means those costs as specified in Ohio Administrative Rule 5101:2-47-02.
- H. **Purchased Foster Case** means foster home, family foster home, specialized foster home, medically fragile foster home, and treatment foster home as defined in Ohio Administrative Code Rule 5101:2-1-01.
- I. **Group, Residential and Institutional Foster Care** means children's residential centers, group homes, and residential parenting facilities as defined in Ohio Administrative Code 5101:2-1-01 and maternity home as defined in Ohio Administrative Code Rule 3701-7-07.
- J. **Foster Home** means a licensed private residence in which a child or children are received apart from its or their parents, guardian, or legal custodian, by an individual reimbursed for providing the child or children non-secure care, supervision, or training twenty-four (24) hours a day seven (7) days a week. Foster Home does not include care provided for a child or children in the home of a person other than the child's or children's parent, guardian, or legal custodian while the parent, guardian, or legal custodian is temporarily away. (1) Family Foster Homes, (2) Preadoptive Infant Foster Homes and (3) Specialized Foster Homes are types of Foster Homes.
- K. **Family Foster Home** means a foster home that is not a Specialized Foster Home.
- L. **Specialized Foster Home** means a Medically Fragile Foster Home or a Treatment Foster Home.

COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2012

- (1) **Medically Fragile Foster Home** means a Foster Home that provides specialized medical services designed to meet the needs of children with intensive health care needs who meet all of the following criteria:
 - (a) Under rules adopted by the Ohio Department of Job and Family Services (ODJFS) governing payment under Ohio Revised Code Chapter 5111 for long-term care services, the child or children require a skilled level of care;
 - (b) The child or children require the services of a doctor of medicine or osteopathic medicine at least once a week due to the instability of their medical conditions;
 - (c) The child or children require the services of a registered nurse on a daily basis;
 - (d) The children are at risk of institutionalization in a hospital, skilled nursing facility, or intermediate care facility for the mentally retarded.
- (2) **Treatment Foster Home** means a Foster Home that incorporates special rehabilitative services designed to treat the specific needs of the child or children received in the Foster Home and that receives and cares for children who are emotionally or behaviorally disturbed, chemically dependent, mentally retarded, or developmentally disabled, or who otherwise have exceptional needs.
- (3) **Treatment Foster Caregiver** means a person who has been specifically trained and certified pursuant to Rules 5101:2-5-20 to 5101:2-5-35 and 5101:2-7-02 to 5101:2-7-16 of the Ohio Administrative Code to provide treatment to children with special or exceptional needs placed in the Treatment Foster Home.
- M. **Generally Accepted Accounting Principles** has the meaning specified in generally accepted auditing standards issued by the American Institute of Certified Public Accountants (AICPA).
- N. **Government Auditing Standards** means generally accepted government auditing standards issued by the Comptroller General of the United States.
- O. **Office of Management and Budget (OMB) Circular A-110.** Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations. This Circular sets forth standards for obtaining consistency and uniformity among Federal agencies in the administration of grants to and agreements with institutions of higher education, hospitals and other non-profit organizations.
- P. **Office of Management and Budget (OMB) Circular A-122.** Cost Principles for Non-Profit Organizations.
- Q. **Office of Management and Budget (OMB) Circular A-87.** Cost Principles for State, Local and Indian Tribal Governments.

ARTICLE II
SCOPE OF PLACEMENT SERVICES

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

ARTICLE III
TERM OF CONTRACT

This Contract is in effect from:

7/1/2012

through

6/30/2013

unless this Contract is suspended or terminated pursuant to ARTICLE V prior to the contractual termination date set forth herein above.

ARTICLE IV

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2012**

REIMBURSEMENT FOR PLACEMENT AND RELATED SERVICES

- A. *In exchange for services satisfactorily provided as set forth herein, the Agency shall reimburse the Provider as provided herein.*
- B. *The maximum amount payable pursuant to this Contract is:*
- \$
- ollars and no cents.*
- It is understood by the Parties that the actual amount paid may be less, based upon services provided and reports received.*
- C. *Notwithstanding Section A of this Article, the Agency agrees to pay Provider on the basis of a daily per diem for the duration of the child's placement. The amount of the daily per diem is as identified and agreed upon in each child's Individual Child Care Agreement (ICCA).*
- D. *The Agency agrees to pay for all physical, optical, dental, and behavioral health care services, not covered by Medicaid or other third party payer, as specified on the ICCA.*
- E. *Any changes in the daily per diem amount require prior approval and agreement of the Agency.*
- 1) *Agency may request a change in the daily per diem. Requests from the Agency for a change to the amount of the daily per diem require a response by the Provider within fifteen (15) days of receiving the request. The amount of the daily per diem for placement shall include, at a minimum, costs for clothing, allowances, incidentals, over-the-counter medications, and transportation. The Provider shall disclose all services covered by the daily per diem.*
 - 2) *Provider shall provide the Agency with a sixty (60) day written notice of changes in per diem. Failure to provide the sixty (60) day notice will result in continued payment of the current per diem until sixty (60) days has lapsed.*
- F. *The Agency will pay for the first day that the child is in placement regardless of the number of hours associated with that day. Agency will not pay for the last day that the child is in placement regardless of the number of hours associated with that day.*
- G. *If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency agrees to pay the Provider the per diem for up to seven (7) days when the child is temporarily absent from the direct care of the Provider. If there is no plan to return the child to the placement with the Provider, the Agency will stop paying the per diem on the day the child leaves the Provider's care and/or custody. The Agency may pay the Provider for an extended period of days based on a written agreement negotiated between the Agency and the Provider. The Agency will be ineligible for reimbursement for any payment made on behalf of a child temporarily absent from the direct care of the Provider.*
- H. *The Provider will submit to the Agency on a monthly basis, a detailed invoice for placement and services specifically delivered on behalf of the child. All invoices shall include the following information:*
1. *Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E provider number, if applicable, and Medicaid provider number, if applicable.*
 2. *Billing date and the billing period;*
 3. *Name of the child, date of birth of the child, and the child's identification number as supplied by the Title IV-E Agency;*
 4. *Admission date and discharge date, if available;*
 5. *Agreed upon daily per diem for the following:*
 - a. *Maintenance*
 - b. *Administration*
 - c. *Other Direct Services*
 - d. *Other costs - (any other cost the Agency has agreed to participate in)*
 6. *The daily per diem associated with the following (if applicable and agreeable to the Provider and Agency):*
 - a. *Case Management; allowable administration cost;*
 - b. *Transportation; allowable administration cost;*
 - c. *Other Direct Services; allowable maintenance cost;*
 - d. *Behavioral Health Care; non-reimbursable cost;*
 - e. *Other Costs – (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.*

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2012**

- I. All costs associated with care of the child and for which reimbursement is expected from the Agency shall be included in the per diem.
- J. Subject to the provisions of ORC Sections 307.01, 329.02 and 2151.01, which shall at all times govern this Contract, Agency represents:
1. that it has adequate funds to meet its obligations under this Contract;
 2. that it intends to maintain this Contract for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and,
 3. that it will use its best efforts to obtain the appropriation of any necessary funds during the term of this Contract.

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

**ARTICLE V
TERMINATION, BREACH AND DEFAULT**

- A. This Contract may be terminated in advance of its specified term by either the Agency or the Provider upon written notification given thirty (30) calendar days in advance of termination sent by certified mail, return receipt requested, to the address of the terminated party shown in Article XIV or at such other address as may hereinafter be specified in writing. All monies due the Provider from the Agency will be paid at the time of any such termination.
- B. Upon receipt of notice termination pursuant to paragraph A of this Article, the provider and Agency agree that they will work in the best interests of the child or children placed with the Provider to secure alternative placements for all children affected by the termination. Under no circumstances shall placements of any child with the Provider continue beyond the effective termination date (discharge date of last child).
- C. Notwithstanding paragraph A of this Article, the Agency may terminate this Contract immediately upon delivery of written notice to the Provider if there is a breach by the Provider of any of the provisions embodied in this Contract, if the Agency discovers any illegal or any other conduct on the part of Provider involving the health, safety or welfare of the child, if there is any violation of ARTICLE XI of the Contract, or there is a loss of funding as set forth in ARTICLE IV.
- D. Provider, upon receipt of notice of termination, agrees that it will cease work on the terminated activities under this Contract, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of receipt of notice of termination describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require.
- E. In the event of termination under this ARTICLE V, both Provider and Agency shall use all good faith efforts to minimize adverse affect on the child by the loss of the Contract. At all times the best interest of the children shall guide the parties' actions.
- F. In the event of termination under this ARTICLE V, the Provider will be entitled to reimbursement, upon submission of a proper invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in ARTICLE IV. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider subsequent to the date of receipt of notice of termination.
- G. Upon breach or default of any of the provisions, obligations or duties embodied in this Contract, the parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and the parties retain the right to exercise all remedies hereinabove mentioned.
- H. If the Agency or Provider fails to perform an obligation or obligations under this Contract and thereafter such failure(s) is (are) waived by the other party, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by the Agency is not effective unless it is in writing signed by the Agency director or designee.

**ARTICLE VI
PROVIDER RESPONSIBILITIES**

- A. Provider certifies that all services provided under this contract will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2012**

STAT. 1755, which prohibits any agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color or national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color or national origin of the adoptive or foster parent or of the child involved.

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

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

- H. *Provider agrees to submit each child's assessment and treatment plans as completed, but not later than the thirtieth (30th) day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community based-school or vocational/job skills training, community service activities, monitoring and supporting community adjustment as specified in the ICCA.*
- I. *Provider agrees to participate in joint planning with the Agency regarding modification to the case plan.*
- J. *Provider agrees that while Provider may have input into the development of the child's case plan services and the ICCA, any and all disputes regarding services or placement shall be resolved through mutual agreement and modification to the ICCA. Provider agrees that Agency is the final authority.*
- K. *Provider agrees to provide a minimum of thirty (30) days notice to the Agency for each child who is being terminated from substitute care and to submit a discharge summary within twenty (20) days following discharge.*
- L. *Provider will submit monthly detailed documentation on progress, activities, visitation, etc. to the Agency to the attention of the Children Services Administrator.*

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2012**

- M. *Provider agrees to provide contact between the child and foster parent(s) (caretaker) on a weekly basis. Weekly contact shall consist of at least a minimum of two (2) face-to-face contacts per month in the child's placement.*
- N. *The foster parents(s) (caregiver) shall prepare and keep a current written record of behavior and progress of the child towards achieving the treatment goals as identified in the treatment plan and submit such written record to the Agency along with the monthly progress report.*
- O. *Provider agrees to provide the Agency with copies of foster home licenses at the time of placement and recertification. Provider also agrees to notify Agency with twenty-four (24) hours of any change in the status of a foster home. Provider agrees to provide a copy of foster parent home studies upon request.*
- P. *Provider agrees to transfer copies of the child's records to the Agency within forty-eight (48) hours of request.*
- Q. *Provider shall provide Agency with a breakdown and description of each level of care and the responsibilities of the Provider and substitute care setting.*
- R. *Provider shall notify the Agency prior to placing a child in respite care. Notification will include such information as name, address, and phone number of the respite provider.*
- S. *If the plan determined by the Agency is to return the child to placement with the Provider, the Provider agrees to continue the per diem for a child that is absent without leave for seven (7) days. If there is no plan to return the child to the placement with the Provider, the per diem shall cease to be provided on the day the child leaves the Provider's care and/or custody.*
- T. *Provider agrees to provide additional services as agreed to and specified in the ICCA (case plan) (e.g., transportation of children for routine services, including, but not limited to, court hearings, visitations, family visits, medical appointments, school, therapy, recreational activities).*
- U. *Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider Network.*
- V. *Provider agrees to notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty five (45) days prior to the occurrence.*

**ARTICLE VII
INDEMNIFICATION AND INSURANCE**

- A. *To the fullest extent of the law and without limitation, Provider, agrees to indemnify and hold free and harmless the Agency, the Board, Delaware County, Ohio and all of their respective boards, officers, officials, employees, volunteers, agents, servants and representatives (collectively "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs and expenses, including but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to Provider's performance of this Contract or the Provider's actions or omissions including, but not limited to, the performance, actions or omissions of any of the Provider's boards, officers, officials, employees, volunteers, agents, servants and representatives. Provider agrees that in the event of or should any such actions, claims, suits or demands be brought against the Indemnified Parties that Provider shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. Provider, further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that Provider, shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney fees.*
- B. *Provider shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including, but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the provider or the Provider's boards, officers, officials, employees, volunteers, agents, servants and representatives.*

Provider shall provide insurance as follows:

- C. *Provider shall carry and maintain throughout the life of the Contract such bodily injury and property*

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2012**

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

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

1. *Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed.*
 2. *Commercial General Liability Insurance with coverage in an amount equal to and covering all sums which the Provider may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of or at least one million dollars (\$1,000,000.00) coverage per occurrence with an annual aggregate of at least two million dollars (\$2,000,000.00), including coverage for subcontractors, if any are used, covering any and all work performed under this contract.*
 3. *Umbrella or Excess Liability Insurance (over and above Commercial General Liability) with coverage in an amount equal to and covering all sums which Provider may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of at least two million dollars (\$2,000,000.00) of coverage.*
 4. *Auto/Vehicle Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work required under this Contract and/or used in providing services or otherwise for the Agency, the Delaware County Board of County Commissioners, Delaware County, or its various departments, with coverage in an amount equal to that required by law and covering all sums which Provider may or shall become legally obligated to pay as damages, but in an amount providing for minimum coverage of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars (\$100,000.00) per accident for property damage or more as may be required for particular vehicles or particular uses of vehicles as required by applicable law.*
- D. The Agency, the Board, and Delaware County, Ohio must be named as "Additional Insured" on the policies listed in paragraphs 2, 3, and 4 above.*
- E. The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.*
- F. All insurance shall be written by insurance companies licensed to do business in the State of Ohio.*
- G. The Provider's insurance coverage shall be primary insurance as respects the Indemnified Parties and any insurance maintained by the Indemnified Parties shall be excess to the Provider's Insurance and shall not contribute to it.*
- H. The insurer shall provide thirty (30) days written notice to the Agency before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.*
- I. If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the Agency within seven (7) calendar days of change.*
- J. During the life of the Contract, the Agency may require Provider to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate of insurance within seven (7) calendar days of the request may be considered as default.*
- K. In addition to the rights and protections provided by the insurance policies as required above, the Agency, the Board, and Delaware County shall retain any and all such other and further rights and remedies as are available at law or in equity.*

**ARTICLE VIII
AGENCY RESPONSIBILITIES**

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any*

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2012**

agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color or national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color or national origin of the adoptive or foster parent or of the child involved.

- B. Agency shall provide a copy of the case plan to the Provider within thirty (30) days of placement or within a reasonable time thereafter as agreed to by the parties. The Agency also agrees to provide a copy of each child's social history, medical history, and Medicaid card within thirty (30) calendar days of the first day of placement for new cases and with thirty (30) calendar days for an existing placement.*
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that treatment decisions must be supported by licensed clinical staff. The Agency acknowledges that its disagreement with a treatment decision of the Provider may result in notice to the Agency of the termination of the placement of that child.*
- D. Agency agrees to participate in periodic meetings (at least quarterly) with each child's treatment team for case treatment plan development, review and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency. The Agency acknowledges that its disagreement with a treatment decision of the Provider may result in notice to the Agency of termination of the placement for that child.*
- E. Agency agrees to arrange for the transfer of each child's school records to the child's new school within ten (10) calendar days. The Agency will notify the Provider of any known issues with the sending school that may delay the child's enrollment or transfer of records or issues concerning recovery of tuition costs by the receiving school. The Agency will work with the Provider, sending school, and receiving school to resolve those issues. The Agency has the final responsibility to obtain the child's school records and to cause tuition to be paid to the receiving school. The Agency agrees to provide the Provider with a journal entry from the court specifying the school district responsible for the educational costs of each child placed with the Provider.*
- F. The Agency agrees to invite the Provider to attend all meetings to develop, amend, or modify the case plan. The Agency agrees to notify the Provider of all such meetings not less than seven (7) days in advance of the meeting.*
- G. Agency agrees to review each of the Provider's invoices for completeness before making reimbursement.*
- H. The Agency agrees to pay the Provider for all services agreed to in the Individual Child Care Agreement (ICCA) and included on any undisputed invoice received. Payment on any undisputed invoice received within the time frame specified by the Agency shall be made within forty-five (45) days of receipt of the invoice by the Agency. Failure of the Agency to comply with the prompt payment requirement will be part of the grievance process.*
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.*

**ARTICLE IX
PROVIDER ASSURANCES AND CERTIFICATIONS**

- A. Provider certifies that all services provided under this contract will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color or national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color or national origin of the adoptive or foster parent or of the child involved.*
- B. Provider certifies compliance with Ohio Revised Code, Section 2151.86 concerning criminal records check.*
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.*
- D. Provider certifies compliance with 45 C.F.R. Part 80, Nondiscrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.*
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.*
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or*

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2012**

Activities Receiving Federal Assistance.

- G. *Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.*
- H. *Provider certifies compliance with all local, state and Federal laws prohibiting discrimination.*
- I. *Provider certifies and warrants that Provider has obtained and maintains current all approvals, licenses, certifications, and/or other qualifications (collectively "Licenses") necessary to perform all the services required of Provider by this Contract and to conduct business in the state of Ohio. Provider further certifies and warrants that all such Licenses are operative and current and have not been revoked or are not currently suspended for any reason.*
- J. *Provider certifies that prior to the signing of this Contract it will provide to the Agency a copy of its license(s), certification(s), accreditation(s), or a letter from the issuer extending an expiring license, certification, or accreditation.*
- K. *Provider certifies that it will seek to maintain its license(s), certification(s), and/or accreditation(s), and that upon receipt of the renewal of its license(s), certification(s), and/or accreditation(s) or upon receipt of a letter from the issuer extending an expiring license, certification, or accreditation, a copy of all such license(s), certification(s), and/or accreditation(s) will be provided to the Agency within five (5) business days or receiving the renewed license, certification, or accreditation or letter of extension.*
- L. *Provider certifies that it will notify the Agency within twenty-four (24) hours if it receives any status other than full licensure, certification and/or accreditation.*
- M. *Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, sexual orientation, gender identification, disability or age.*

**ARTICLE X
RECORDS RETENTION REQUIREMENTS**

- A. *Provider agrees that all records related to this Contract, including but not limited to, documents, writings, subcontracts, invoices, records of costs, records of work performed, supporting documentation for invoices, copies of deliverables, receipts, payrolls, personnel records, client records, reports, financial records, census records, documentation of legal compliance with Ohio Administrative Code Rules, and all other information, data, or documentation relating to any and all matters covered by this Contract, produced by, used by, received by, or possessed by the Provider shall be retained, accessible, and treated according to the following terms:*
 - (1) *All records referred to in Article X, Section A shall be retained and maintained by the Provider for a minimum of three (3) years after reimbursement for services rendered under this Contract.*
 - (2) *If an audit, litigation, or other action is initiated during the time period of this Contract or during the period of time comprising three (3) years after reimbursement for services rendered under this Contract, the Provider shall retain and maintain all records referred to in Article X, Section A, until the audit, litigation, or action is concluded and all issues are resolved or until the period of time comprising three (3) years after reimbursement for services rendered under this Contract has expired, whichever is later.*
 - (3) *Within a reasonable period of time not to exceed sixty (60) days, all records referred to in Article X, Section A shall be made available for inspection and/or audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecuting Attorney, ODJFS, the Auditor of the State of Ohio, the Inspector General of Ohio, and/or any other duly authorized law enforcement officials) and the United State Department of Health and Human Services.*
 - (4) *Provider shall assure that all records referred to in Article X, Section A that are related to this Contract and held by third parties are retained and maintained for the same periods of time and are accessible and treated in the same manner as those held by the Provider and as provided in Article X, Section A.*
 - (5) *Provider shall not destroy and shall ensure that no third party destroys any of the records referred to in Article X, Section A without the prior written consent of the agency Director.*
- B. *Provider agrees that, without prior permission of the Agency, it will not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein, Provider further agrees to maintain the confidentiality of all children and families served. No information on children served will be released for research or other publication without the express written consent of the Agency Director.*
- C. *Provider agrees to keep all financial records in a manner consistent with generally accepted*

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2012**

accounting principles.

- D. *Provider agrees that each financial transaction shall be fully supported by appropriate documentation. Provider further agrees that such documentation shall be available for examination within a reasonable period of time, but not later than sixty (60) days, after a written request has been made.*

**ARTICLE XI
INDEPENDENT CONTRACTOR**

- A. *Provider agrees that it shall act in performance of this Contract as an independent contractor.*
- B. *Provider and the Agency agree that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract.*
- C. *Provider agrees that, as an independent contractor, Provider assumes all responsibility for any federal state, municipal, and/or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.*
- D. *Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained, are operative, and are current.*

**ARTICLE XII
AUDITS**

- A. *Provider agrees to make available to Agency a copy of the independent audit it receives in accordance with Ohio Revised Code section 5103.0323.*
- B. *If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in 5101:2-47-26.2 with the Ohio Department of Job and Family Services (ODJFS). Provider agrees that in the event a cost report cannot be timely filed, an extension will be requested prior to the December 31st filing deadline. Provider understands and agrees that a failure to timely file the Title IV-E cost report will result in a financial penalty of fifty percent (50%) only for Title IV-E eligible children. This penalty is designed to off-set any cost the Agency may incur during the time period that the Provider is without a Title IV-E rate.*
- C. *If Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant (CPA) for the Provider's cost report in accordance with Ohio Administrative Code Rule 5101:2-47-26.2. The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of children in care. Any overpayments or underpayments of federal funds to the Title IV-E agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with Ohio Revised Code Sections 5101.11 and 5101.14.10 and Ohio Administrative Code Rule 5101:2-47-01.*
- D. *If through an audit of Provider's cost report in accordance with Ohio Administrative Code Rule 5101:2-47-01(L), it is discovered that non-allowable costs were reported on the Title IV-E cost report, Provider agrees to refund to Agency any overpayments resulting from the non-allowable costs. This refund is designed to make the Agency whole, since the Agency is responsible for refunding all overpayments to ODJFS.*
- E. *For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following publications:*
- (1) *Rule 5101:2-47-11 of the Ohio Administrative Code: "Reimbursement for foster care maintenance costs for children's residential centers, group homes, maternity homes, residential parenting facilities, and purchased family foster care facilities."*
 - (2) *Rule 5101:2-47-26.1 of the Ohio Administrative Code: "Public children services agencies (PCSA), private child placing agencies (PNA): Title IV-E cost report filing requirements, record retention requirements and related party disclosure requirements."*
 - (3) *Rule 5101:2-47-26.2 of the Ohio Administrative Code: "Cost Report " Agreed Upon Procedures' engagement".*
 - (4) *JFS 029111 Single Cost Report Instructions*
 - (5) *For Private Agencies: Office of Management and Budget Circular A-122, Cost Principles for Non-Profit Organizations.*

COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2012

- (6) For Public Agencies: Office of Management and Budget Circular A-87, Cost Principles for State, Local and Indian Tribal Government.
- (7) Where applicable: Office of Management and Budget Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations.
- (8) If reporting requirements are not addressed in the above mentioned publications, then Provider shall adhere to generally accepted accounting principles reporting requirements.

**ARTICLE XIII
GRIEVANCE /DISPUTE RESOLUTION PROCESS**

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

**ARTICLE XIV
NOTICE**

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

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

B. All notices to the Provider which may be required by this Contract or by operation of any rule of law shall be sent to the Provider’s Executive Director via certified mail, return receipt requested, as follows:

Name:

Title:

Street/Mailing Address:

City:

State:

Zip Code:

**ARTICLE XV
FINDING FOR RECOVERY**

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

**ARTICLE XVI
DMA FORM STATEMENT**

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

**ARTICLE XVII
CAMPAIGN FINANCE**

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2012**

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

**ARTICLE XVIII
CONFLICTS BETWEEN DOCUMENTS**

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

**ARTICLE XIX
CONSTRUCTION**

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

**ARTICLE XX
SEVERABILITY**

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

**ARTICLE XXI
AUTHORITY TO SIGN**

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

**ARTICLE XXII
ENTIRE AGREEMENT / AMENDMENTS**

This writing constitutes the entire agreement between the parties with respect to all matters herein. This Contract may be amended only by a writing signed by both parties; however, it is agreed by the parties that any amendments to laws or regulations cited herein will result in the correlative modification of this Contract, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Contract will be incorporated into this Contract by written amendment signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this contract is prospective in nature.

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

RESOLUTION NO. 12-603

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE OHIO REGIONAL DEVELOPMENT CORPORATION TO PERFORM SERVICES FOR DELAWARE COUNTY'S PARTICIPATION IN THE MOVING OHIO FORWARD GRANT PROGRAM:

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

Whereas, the Director of The Economic Development Department recommends approving the Agreement with the Ohio Regional Development Corporation to perform services for Delaware County's participation in the Moving Ohio Forward Grant Program;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Agreement with the Ohio Regional Development Corporation to perform services for Delaware County's participation in the Moving Ohio Forward Grant Program.

COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2012

CONSULTING AND SERVICES CONTRACT
MOVING OHIO FORWARD GRANT WRITING AND ADMINISTRATION

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 18th day of June, 2012 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Ohio Regional Development Corporation, 120½ South 4th Street, Coshocton, Ohio 43812 (“Contractor”) (hereinafter collectively referred to as the “Parties”).

Section 2 – Contract Administrator

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

Section 3 – Scope of Services

The Contractor shall perform the services for Delaware County’s participation in the Moving Ohio Forward Grant Program as set forth in the Contractor’s Proposal, attached hereto as Exhibit A and, by this reference, fully incorporated herein.

Section 4 – Compensation

The County shall pay the Contractor for the services provided in accordance with the Proposal for a total sum not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), subject to the conditions stated in this Section. The Parties mutually acknowledge and agree to the following conditions: (1) payment of any compensation under this Agreement is contingent upon the County being awarded the grant; (2) any compensation due under this Agreement shall be paid from grant funds; and (3) this Agreement shall not be construed to create an obligation to any county fund existing as of the effective date of this Agreement.

Section 5 – Payment

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

Section 6 – Term

This Agreement shall be in effect upon execution of this Agreement until the Grant Program has been completed, unless earlier terminated in accordance with this Agreement.

Section 7 – Insurance

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

Section 8 – Liability and Warranties

To the fullest extent permitted by law, neither party shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Work or this Agreement. This mutual waiver shall include, but not be limited to, loss of profit, loss of business or income, or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, the Contractor shall

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2012**

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

Section 9 – Suspension or Termination of Agreement

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

Section 10 – Change in Scope of Work

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

Section 11 – Miscellaneous Terms & Conditions

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

Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2012**

the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

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

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

11.9 **Independent Contractor:** The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.

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

RESOLUTION NO. 12-604

IN THE MATTER OF AUTHORIZING THE FISCAL YEAR 2012 SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION TO BE FILED WITH THE OHIO DEPARTMENT OF DEVELOPMENT:

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

WHEREAS, the Ohio Department of Development has allocated \$133,000 in the Fiscal Year 2012 Small Cities Community Development Block (CDBG) grant funds under the Formula Program to Delaware County, and

WHEREAS, Delaware County has conducted its first public hearing on February 27, 2012, concerning the CDBG program and has conducted the second public hearings on the proposed application on June 11, 2012. Such hearings indicate significant need and interest in utilizing these funds to assist the communities within the County with necessary and useful programs, which are responsive to the State and national program objectives and qualification criteria for this program.

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

Section 1. The Economic Development Director is hereby authorized to make application for \$133,000 of CDBG Small Cities Formula Program funds, \$28,200 of which shall be used for Street Improvements in the Village of Ashley; \$25,000 of which shall be used for Sidewalk Improvements in the Village of Ostrander; \$19,700 of which shall be used for Village of Shawnee Hills ADA Sidewalk Improvements; \$34,200 of which shall be used for Public Rehabilitation for ADA accessibility for the Village of Galena; \$6,000 of which shall be used for Fair Housing educational activities throughout the County; and \$19,900 of which shall be used for Program Administration. All necessary program assurances will be included with the application.

Section 2. That this Resolution shall take effect and be in force immediately after the Ohio Department of Development awards the Formula 2012 Grant to Delaware County.

Section 3. The funding for the projects for the FY 2012 Grant is indicated below:

	Proposed Project	Total Project Cost	Proposed CDBG Formula	Proposed RLF Funding	Communities
1. Village of Ashley	Street Improvements	\$28,200	\$28,200	0	0
2. Village of Ostrander	Sidewalk Improvements	\$32,000	\$25,000	0	\$7,000
3. Village of Shawnee Hills	ADA Sidewalk Improvements	\$19,700	\$19,700	0	0
4. Village of Galena	Public Rehabilitation	\$57,300	\$34,200	\$11,700	\$11,400
5. Home Improvements	Home Repairs to residential County-wide	\$100,000	0	\$100,000	0
6. Fair Housing	Countywide	\$ 6,000	\$ 6,000	0	
7. Administrative	General	\$34,900	\$ 19,900	\$15,000	0
Totals		\$278,100	\$133,000	\$126,700	18,400

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2012**

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

RESOLUTION NO. 12-605

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY REVOLVING LOAN FUNDS (RLF) TO ASSIST IN FUNDING THE VILLAGE OF GALENA FOR ADDITIONAL FUNDS ALLOCATED THROUGH THE FISCAL YEAR 2012 COMMUNITY DEVELOPMENT BLOCK GRANT SMALL CITIES FORMULA PROGRAM CONTINGENT THAT DELAWARE COUNTY RECEIVES THE CDBG FORMULA 2012 FUNDS FROM OHIO DEPARTMENT OF DEVELOPMENT:

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

WHEREAS, Delaware County has applied for \$133,000 in the Fiscal Year 2012 Small Cities Community Development Block Grant (CDBG) funds under the Formula Program for various improvement projects in the County, and

WHEREAS, the Commissioners approved June 4, 2012, in Resolution 12-550, to use RLF to fund Home Repairs as a fifth activity for Formula 2012 in the amount up to \$133,000, and

WHEREAS, it is anticipated that a funding gap exists between the total cost of Village of Galena project and the amount of funds available to totally fund the project from the Formula 2012 CDBG Small Cities Formula Program; and

WHEREAS, the Village of Galena is requesting additional funding in the amount of \$11,700 from the RLF to fund the Public Rehabilitation ADA project.

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

Section 1. The Delaware County Board of Commissioners hereby approves an RLF grant in the amount of \$11,700 to further assist in the Village of Galena in Public Rehabilitation ADA accessible associated with the Formula 2012 CDBG Project.

Section 2. That this Resolution shall take effect and be in force immediately after the Ohio Department of Development awards the Formula 2012 Grant to Delaware County.

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

RESOLUTION NO. 12-606

IN THE MATTER OF APPROVING THE ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN FOR LOCAL GOVERNMENTS CONTINGENT THAT DELAWARE COUNTY RECEIVES THE CDBG FORMULA 2012 GRANT FROM THE OHIO DEPARTMENT OF DEVELOPMENT:

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

WHEREAS, the Ohio Department of Development (ODOD) has allocated \$133,000 in the Fiscal Year 2012 Small Cities Community Development Block (CDBG) grant funds under the Formula Program to Delaware County; and

WHEREAS, Delaware County is submitting an application to ODOD for the CDBG Formula 2012 Program; and

WHEREAS, ODOD requires an Anti-Displacement and Relocation Plan by all grantees prior to funding, regardless of whether or not demolition activities are planned; and

WHEREAS, this Anti-Displacement and Relocation Plan was developed as a strategy to assist low- and moderate-income dwelling units demolished or converted to a use other than low- and moderate-housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974; and

WHEREAS, Delaware County will provide relocation assistance, as described in 24 CFR 570.488 and 570.606, to each low-and moderate-income household displaced by the demolition of housing or conversion of a low- and moderate-income dwelling to another use as a direct result of assisted activities;

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

SECTION I. The Board of Commissioners authorizes the approval of the Anti-Displacement and Relocation Assistance Plan as part of the Formula 2012 grant.

COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2012

Anti-Displacement and Relocation Assistance Plan for Local Governments

The effective date of this plan and certification is June 18, 2012.

Delaware County will replace all occupied and vacant occupiable low- and moderate-income dwelling units demolished or converted to a use other than low- and moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, and as described in 24 CFR 570.488 and 570.606. HUD regulations have extended this requirement to the HOME program as well.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, Delaware County will make public and submit to the Office of Housing and Community Partnerships (OHCP) the following information in writing:

1. A description of the proposed assisted activity;
2. The location of each site on a map and the number of dwelling units by bedroom size that will be demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by bedroom size that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a low- and moderate-income unit for at least 10 years for the date of initial occupancy;
7. An analysis determining whether a dwelling unit proposed to be demolished is occupiable or not; and
8. An analysis determining whether a dwelling unit proposed to be demolished or converted is considered a low- and moderate-income unit.

Delaware County will provide relocation assistance, as described in 24 CFR 570.488 and 570.606, to each low- and moderate-income household displaced by the demolition of housing or conversion of a low- and moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives under the Act, Delaware County agrees to provide substantial levels of assistance to persons displaced by HUD-assisted programs and will further seek to minimize displacement of persons as a result of assisted activities.

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

RESOLUTION NO. 12-607

IN THE MATTER OF AWARDING THE BID FOR THE CONCRETE DRYING SLAB PROJECT:

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

Whereas, SEALED BIDS for a Concrete Drying Slab Project at the OECC were received by the County of Delaware, Ohio at the Office of the Board of County Commissioners at 2:00 o'clock PM local time June 8, 2012; and

Whereas, five (5) bids were received as part of the public bidding process; and

Whereas, the lowest bid received was from Tuttle Construction for \$65,500.00; and

Whereas, this bid was evaluated against the bidding requirements and was deemed to be the lowest and best bid.

THEREFORE BE IT RESOLVED that the CONCRETE DRYING SLAB PROJECT be awarded to Tuttle Construction. The Sanitary Engineer shall prepare the necessary NOTICE OF AWARD and CONTRACT documents and submit them to the contractor for execution.

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

RESOLUTION NO. 12-608

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR NELSON FARMS SECTION 1, PHASE A, PART 3:

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2012**

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

Whereas, the Director of Environmental Services recommends accepting the Sanitary Subdivider's Agreement for Nelson Farms Section 1, Phase A, Part 3;

Therefore be it resolved, that the Board of Commissioners accepts the Sanitary Subdivider's Agreement for Nelson Farms Section 1, Phase A, Part 3.

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

THIS AGREEMENT executed on this 18th day of June 2012, by and between NELSON FARMS ASSOCIATES, LLC herein after called "SUBDIVIDER", and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the NELSON FARMS SECTION 1, PHASE A, PART 3 Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for Nelson Farms Section 1, Phase B, Part 2, all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall pay the DELAWARE COUNTY SANITARY ENGINEER three and one-half percent (3½%) of the estimated construction cost of the IMPROVEMENTS for plan review (previously paid). The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$5,673.50 (previously deposited) estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of \$500.00 or less, as a result of charges against the same at the rate of:

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

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2012**

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

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

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

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

After said acceptance, the capacity charge, plus a surcharge of \$4,000 (Perry Taggart Sewer), shall be paid by the applicant upon request to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. There are 10 single family residential connections approved with this agreement.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

- (1) "as built" drawings of the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in DWG format & PDF format.
- (2) An excel spreadsheet, from a template as provided by the DELAWARE COUNTY SANITARY ENGINEER, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) an itemized statement showing the cost of IMPROVEMENTS
- (4) an Affidavit or waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.
- (5) documentation showing the required sanitary sewer easements

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

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

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

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

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

RESOLUTION NO. 12-609

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS AND SUPPLEMENTAL APPROPRIATIONS FOR VETERANS SERVICES AND THE SHERIFF LEAP GRANT:

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

Supplemental Appropriation

10062601-5001	Veterans Services/Compensation	\$	2,210.00
10062601-5102	Veterans Services/Workers Comp	\$	20.00
10062601-5120	Veterans Services/PERS	\$	310.00

COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2012

10062601-5131	Veterans Services/Medicare	\$	33.00
---------------	----------------------------	----	-------

Transfer of Appropriation

From	To		
28631335-5450	28631335-5260		
LEAP Forward/Mach & Equip	LEAP Forward/Inv Tools		2,697.50
28631335-5450	28631335-5320		
LEAP Forward/Mach & Equip	LEAP Forward/Software Licenses		1,383.00

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien

-Attended And Participated In A Central Ohio Youth Center Meeting; Reports On The Labor Union Contract- Okay And Renovation Reports-Concerns On Dlz Following-Up On Issues

Commissioner Thompson

-Attended And Participated In A Strand Theater Board Meeting; First Phase May Be Complete By November

Commissioner Stapleton

- Ohio War Of 1812 Bicentennial

Mr. Brent Carson, The Delaware County Historical Society Will Be Planning Events In 2013 (When Delaware County Played A Role In The Ohio War Of 1812) And Would Like To Borrow The 15 Star Flag Sent To The Board Of Commissioners From The Ohio War Of 1812 Bicentennial Commission

IN THE FIELD:

1:30PM VIEWING FOR CONSIDERATION OF THE WINGATE FARMS PHASES I & II DRAINAGE PETITION

On Monday June 18th, 2012, at 1:30PM, near the corner of Wingate Dr. and Wingate PL, The Delaware County Commissioners viewed the watershed area with staff members from the Delaware County Engineer's Office and The Delaware County Soil and Water Conservation District.

Commissioners

Dennis Stapleton, Ken O'Brien And Tommy Thompson Were Present

On March 28, 2012, a drainage maintenance petition for The Wingate Farms Phases I & II subdivision site was filed with the Board of County Commissioners and the County Engineer to: 1) To replace, repair or alter the existing improvements as required and to maintain these improvements per associated engineering design plan. 2) In Delaware County, Liberty Township, in the Wingate Farms Phases I & II Subdivision site and generally following the existing course and terrain of the improvement.

Viewing:

- Projects since 1998 are automatically placed on County Drainage Maintenance Program
- currently no major issues are known to exist;
- if approved the storm water infrastructure will be placed on the County Drainage Maintenance Program
- if approved money pooled only for this project; assessments placed on build-able lots
- some areas in township road right of way;
- questions on the pond on the far side; look for silt build-up, obstructions and erosion
- acceptable working conditions are 90 to 95%
- hearing is on August 13, 2012 at 10:30AM

The following is a PDF copy of the Commissioners' Office sign-in sheet of the people present at the viewing who chose to sign the sign-in sheet.

COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2012

SIGN-IN SHEET FOR JUNE 18, 2012

**1:30 PM Viewing Of The Wingate Farms Phases I
& II Drainage Petition Filed By The
Board Of Trustees Of Wingate Farms
HOA**

	NAME	ADDRESS
1	Jennifer Walraven	Clerk to Board
2	Brett Bergfeld	County Engineer
3	Mark Matus	Grounds Mgr For Assoc
4	Ken O'Brien	County
5	W. Brashers	W. BRASHERS
6	Randy Urban	WINGATE
7	Kathleen Haunty	1911 Wingate
8	Sheila Nichols	1925 White Oak
9	Malcolm	SWCD
10	Kary Stanley	SWCD
11	Randy Leib	Liberty Twp
12	Sarah Seeger	DELAWARE SWCD
13	Tommy Thompson	Del @
14	Dennis Stapleton	Del Co. Commissioner
15		

There being no further business, the meeting adjourned.

Ken O'Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners