

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 4, 2013**

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

**Present:**  
**Ken O'Brien, Vice President**  
**Dennis Stapleton, Vice President**  
**Gary Merrell, Commissioner**

**RESOLUTION NO. 13-211**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 28, 2013:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on February 28, 2013; 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. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

**PUBLIC COMMENT**

**ELECTED OFFICIAL COMMENT**

**RESOLUTION NO. 13-212**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0301:**

It was moved by Mr. Stapleton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0301 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Amount	Line
<b>ECONOMIC DEVELOPMENT - SERVICES AND CHARGES</b>					
R1302987	DELAWARE COUNTY	CDBG FORMULA 2011	23011704 - 5365	\$19,900.00	0001
	ECONOMIC DEVELOPMENT	ADMIN			
R1303010	OCM LLC	CDBG FY12 PUBLIC	23011708 - 5312	\$6,500.00	0001
		NOTICES PUBLICATION			

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

**RESOLUTION NO. 13-213**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Administrative Services Department is requesting that Brandon Penry attend an Euthanasia By Injection Workshop in Wyandot County March 26-28, 2013; at the cost of \$260.00 (fund number 20411305).

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

**RESOLUTION NO. 13-214**

**IN THE MATTER OF CANCELING THE COMMISSIONERS' SESSION SCHEDULED FOR THURSDAY MARCH 7, 2013:**

It was moved by Mr. Stapleton, seconded by Mr. Merrell to cancel the Commissioners' session scheduled for Thursday March 7, 2013.

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

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**RESOLUTION NO. 13-215**

**IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR DERBY GLEN FARMS SECTION 2:**

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

Whereas, Jewett Road Associates, LLC has submitted the Plat of Subdivision (“Plat”) for Derby Glen Farms Section 2, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Liberty Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on November 7, 2012; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on November 12, 2012; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on November 26, 2012; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on November 26, 2012; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on February 1, 2013;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Derby Glen Farms Section 2.

**Derby Glen Farms Section 2:**

Situated In The State Of Ohio, County Of Delaware, Township Of Liberty, Farm Lot 22 (8.150 acres) and Farm Lot 23 (0.182 acres), Quarter Township 4, Township 3, Range 19, United States Military Lands, containing 8.332 acres of land, more or less, said 8.332 acres being part of those tracts of land conveyed to Jewett Road Associates, LLC by deeds of record in Official Record 561, Page 1017, being of record in the Recorder’s Office, Delaware County, Ohio. Cost: \$33.

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

**RESOLUTION NO. 13-216**

**IN THE MATTER OF ACCEPTING A MAINTENANCE BOND FOR DERBY GLEN FARMS SECTION 2:**

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

**Derby Glen Farms Section 2**

The roadway construction has been completed for the referenced subdivision and, as the results of The Engineer’s recent field review, he has determined that only minor remedial work remains which can be accomplished during the subsequent one year maintenance period. Therefore, in accordance with the Project Agreement, The Engineer recommends that the maintenance bond be set at **\$47,870** (10% of the original construction estimate) and the project be placed on the required one year maintenance period. A Letter of Credit in that amount is in place.

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

**RESOLUTION NO. 13-217**

**IN THE MATTER OF APPROVING PROJECT AGREEMENT FOR MEADOWS AT LEWIS CENTER SECTION 1, PHASE B, PART 2:**

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

Whereas, as The Engineer recommends approving the Project Agreement For Meadows at Lewis Center Section 1, Phase B, Part 2;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Project Agreement For Meadows at Lewis Center Section 1, Phase B, Part 2:

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**PROJECT AGREEMENT  
PROJECT NUMBER: 13002**

THIS AGREEMENT, executed on this 4<sup>th</sup> day of March 2013 between JONES/LEWIS CENTER LLC, hereinafter called 'OWNER' and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as MEADOWS AT LEWIS CENTER SECTION 1, PHASE B, PART 2 further identified as Project Number 12029 is governed by the following considerations to wit:

Said OWNER 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, all of which are a part of this AGREEMENT.

**OPTIONS:**

1. Should OWNER elect to record the plat prior to beginning construction, OWNER shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in Exhibit "A" attached hereto.
2. Should OWNER elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as OWNER elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Delaware County Design, Construction and Surveying Standards and any supplements thereto. The OWNER shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

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

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

The OWNER 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.

It is further agreed that upon execution of the AGREEMENT, the OWNER shall deposit TWELVE THOUSAND DOLLARS (\$12,000) estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. When the fund has been depleted to ten percent (10%) of the original amount deposited, the OWNER shall replenish the account upon notice by the Delaware County Engineer. Upon completion of the maintenance period and acceptance of the improvements by the Delaware County Commissioners, the remaining amount in the fund shall be returned to the OWNER.

Upon completion of construction, the OWNER shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of one year. Said OWNER'S bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in Exhibit "A" for said maintenance. The reduction may be approved only after the County Engineer has been provided evidence that all work has been accomplished according to the approved plan and/or to the County Engineer's satisfaction. All work is to be done in accordance with the Delaware County Design, Construction and Surveying Standards, and any supplements thereto.

Acceptance of the project into the public system shall be completed only after written notice to the COUNTY COMMISSIONERS from the County Engineer of his approval. The OWNER'S maintenance responsibility as described above shall be completed upon formal acceptance by the COUNTY COMMISSIONERS.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the OWNER. All of the funds set forth in the AGREEMENT shall be made available to the County Engineer to ensure proper safety compliance.

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

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

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

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the OWNER'S

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heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this AGREEMENT.

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

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$292,800
CONSTRUCTION BOND AMOUNT	N/A
MAINTENANCE BOND AMOUNT	\$ 29,300
INSPECTION FEE DEPOSIT	\$ 12,000

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

**RESOLUTION NO. 13-218**

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

It was moved by Mr. Stapleton, seconded by Mr. Merrell 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
U13-009	Del-Co Water Company	Jaycox Road	Install waterline
U13-010	AEP	Sunbury Road	Temporarily relocate facilities
U13-011	Time Warner	Maxtown Road	Directional bore road

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

**RESOLUTION NO. 13-219**

**IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR THE FOLLOWING ENGINEERING MATERIALS: 2013 CURB RECONSTRUCTION AND INSTALLATION ANNUAL CONTRACT, AND 2013 ASPHALT MATERIALS:**

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

Whereas, the Delaware County Engineer recommends and approves the Bid Specifications and the Bid Opening Date and Time for the following Engineering Materials: 2013 CURB RECONSTRUCTION AND INSTALLATION ANNUAL CONTRACT, AND 2013 ASPHALT MATERIALS;

Now Therefore Be It Resolved, that the Board of Delaware County Commissioners approves the Bid Specifications and Bid Opening Date and Time for the following Engineering Materials: 2013 CURB RECONSTRUCTION AND INSTALLATION ANNUAL CONTRACT, AND 2013 ASPHALT MATERIALS.

**2013 Curb Reconstruction And Installation**

**Public Notice  
Advertisement for Bids**

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 am on Tuesday, March 26, 2013, at which time they will be publicly opened and read aloud, for the project known as 2013 Curb Reconstruction and Installation Annual Contract.

This Public Notice is also posted on the Delaware County website at [www.co.delaware.oh.us](http://www.co.delaware.oh.us), under "Current Bids."

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR 2013 Curb Reconstruction and Installation".

Copies of the bid specifications must be obtained from the Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015 at no charge. Plans and specifications may also be downloaded, free of charge, from the Delaware County Engineer's website at [www.co.delaware.oh.us/ebids](http://www.co.delaware.oh.us/ebids). All bidders must register as a plan holder with the Delaware County Engineer's Office in person or through the website.

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The prices of this contract shall be in effect from the date of award to December 31, 2013. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Prices for all materials shall also be made available for cooperative purchasing by the 18 Townships within Delaware County, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4111 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

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

Delaware Gazette Advertisement Dates:  
March 8, 2013

**SPECIFICATIONS  
2013 Curb Reconstruction and Installation  
Annual Contract  
Delaware County, Ohio**

**GENERAL**

This contract is an agreement to perform installation of guardrail at various locations within Delaware County when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

Bidder agrees to perform all work ordered under this contract promptly as requested by the Owner. Failure to complete the requested work within the time and manner specified by the Owner shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration.

The County reserves the right to award any or all or parts of this bid and make a non-exclusive award. Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

**COOPERATIVE PURCHASING PROGRAM**

The Contractor shall extend bid prices to the cooperative purchasing partners listed below during the term of this agreement:

- All 18 Townships within Delaware County
- Delaware County Preservations Parks District
- Delaware Soil and Water Conservation District

Purchase orders issued by cooperative purchasing partners at the unit prices provided under this Contract shall be considered as separate agreements and the County shall not be considered bound by any such agreements. The Contractor shall deal with the cooperative purchasing partner directly when such purchase orders are made.

**NON EXCLUSIVE AWARD**

Due to the nature of the goods and services required in addition to not knowing in advance when materials will be needed or a specific job is to be performed, the County will accept all responsive bids submitted on or before the specified bid opening date and make an award to all responsive bidders.

As needs arise, the County will review a tabulated list of the multiple awarded vendors who submitted a bid, and select what vendor best meets its requirements and place an order with that awarded vendor. An award does not guarantee that your company will receive a purchase order during the term of this contract.

**CONSTRUCTION AND MATERIAL SPECIFICATIONS**

The 2010 ODOT Construction and Material Specifications (CMS) shall govern the work except as follows:

**Item 624 Mobilization-** The requirements of Item 624 shall apply. Only one mobilization charge will be approved if several work sites are ordered at one time (single project), AND all are within 0.5 miles of one another.

**Item 659 Topsoil, As Per Plan** – Provide pulverized topsoil that is fertile, loose, friable, and loamy. The topsoil

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shall contain between 6 % and 20% organic material. Topsoil shall not contain more than 18 % moisture and shall be free of weeds and other deleterious material. If this cannot be met with topsoil onsite, commercial pulverized topsoil shall be purchased at no additional cost.

**OHIO DEPARTMENT OF TRANSPORTATION STANDARD CONSTRUCTION DRAWINGS**

The following standard drawings shall govern the fabrication and installation of the various contract items.

1. **Curb Ramp; –BP-7.1**
3. **Curb, Type 6 Backup – BP-5.1**
4. **Combination Curb and Gutter, Type 2 – BP-5.1**
5. **Combination Curb and Gutter, DCEO – R2010**

**PREVAILING WAGE RATES**

The Contractor shall pay all laborers, workers and mechanics that are performing work directly related to the installation of the various items, a wage no less than the prevailing rate as determined by the Ohio Director of Commerce at the time the work is performed, in accordance with section 4115.05 of the Ohio Revised Code.

The Contractor shall request, no less than 7 days but not more than 30 days prior to commencement of work on the site, that Delaware County furnish the prevailing wage rates for the classifications of workers who will perform the work. The Contractor shall pay the laborers, workers and mechanics a wage not less than the prevailing wage for the class of work performed. Prevailing wage rates shall be obtained from the Ohio Department of Commerce, Bureau of Labor & Worker Safety website at <http://www.com.ohio.gov/laws>.

The Contractor shall furnish certified copies of the payroll for the laborers, workers and mechanics doing the work no more than 14 days after wages are paid. Delaware County reserves the right to perform audits of the payroll records and worker interviews to determine compliance with the requirements of the Ohio Revised Code and regulations of the Ohio Department of Commerce.

**MISCELLANEOUS TERMS AND CONDITIONS**

**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.

**Prohibited Interests:** Bidder agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Bidder further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.

**Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, 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.

**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.

**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.

**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.

**Findings for Recovery:** Bidder certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

**2013 ASPHALT MATERIALS**

**Public Notice  
Advertisement for Bids**

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Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 am on Tuesday, March 26, 2013, at which time they will be publicly opened and read aloud, for the project known as 2013 Asphalt Materials Supply Contract.

This Public Notice is also posted on the Delaware County website at [www.co.delaware.oh.us](http://www.co.delaware.oh.us), under "Current Bids."

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR 2013 Asphalt Materials".

Copies of the bid specifications must be obtained from the Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015 at no charge. Plans and specifications may also be downloaded, free of charge, from the Delaware County Engineer's website at [www.co.delaware.oh.us/ebids](http://www.co.delaware.oh.us/ebids). All bidders must register as a plan holder with the Delaware County Engineer's Office in person or through the website.

The prices of this contract shall be in effect from May 1, 2013 to November 30, 2013. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Prices for all materials shall also be made available for cooperative purchasing by the 18 Townships within Delaware County, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

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

Delaware Gazette Advertisement Dates:  
March 8, 2013

**SPECIFICATIONS  
2013 Asphalt Materials  
Supply Contract  
Delaware County, Ohio**

**GENERAL**

This contract is an agreement to furnish the materials listed in the bid blank at stated unit prices when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

Bidder agrees to furnish any materials ordered under this contract promptly as requested by the Owner. Failure to furnish such materials within the time and manner specified by the Owner shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration.

The County reserves the right to award any or all or parts of this bid and make a non-exclusive award. Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

**COOPERATIVE PURCHASING PROGRAM**

The Contractor shall extend bid prices to the cooperative purchasing partners listed below during the term of this agreement:

- All 18 Townships within Delaware County
- Delaware County Preservations Parks District
- Delaware Soil and Water Conservation District

Purchase orders issued by cooperative purchasing partners at the unit prices provided under this Contract shall be considered as separate agreements and the County shall not be considered bound by any such agreements. The Contractor shall deal with the cooperative purchasing partner directly when such purchase orders are made.

**NON EXCLUSIVE AWARD**

Due to the nature of the goods and services required in addition to not knowing in advance when materials will be needed or a specific job is to be performed, the County will accept all responsive bids submitted on or before the specified bid opening date and make an award to all responsive bidders.

As needs arise, the County will review a tabulated list of the multiple awarded vendors who submitted a bid, and select what vendor best meets its requirements and place an order with that awarded vendor. An award does not

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guarantee that your company will receive a purchase order during the term of this contract.

**TERM OF CONTRACT**

This contract shall be in effect from May 1, 2013 to November 30, 2013. The County reserves the right to cancel the contract at any time, in the best interest of the County.

**MATERIAL SPECIFICATIONS**

2010 ODOT Construction and Material Specifications (CMS). 441 asphalt concrete materials shall be produced from a Job Mix Formula (JMF) approved by the County.

Cutback Asphalts (702.02): MC-30 (medium curing cutback asphalt)

Asphalt Emulsions (702.04): RS-2 (rapid setting emulsion)  
RS-2P (polymer modified rapid setting emulsion)  
CRS-2 (cationic rapid setting emulsion)  
CRS-2P (cationic, polymer modified rapid setting emulsion)  
SS-1 (slow setting asphalt emulsion)  
SS-1H (slow setting asphalt emulsion, hard pen)

Asphalt Concrete Base 301 Asphalt Concrete Base  
-HMA (301.02, 302.02): 302 Asphalt Concrete Base

Asphalt Concrete-HMA Type 1 Surface Mix  
(441): Type 1 Intermediate Mix  
Type 2 Intermediate Mix

**ORDERS AND DELIVERY**

Delivery of liquid asphalt products, if ordered FOB Job Site, shall be by insulated transport trucks (5000 gallon minimum) to any designated location in Delaware County, Ohio. Transports shall arrive at times designated by the County. Failure to provide proper delivery shall be cause for the County to make the purchase order from the next lower bidder and to consider such failures in the award of future bids under Lowest and Best considerations.

Bid prices shall include a minimum 1-hour free unloading time (laytime) for liquid asphalts and HMA materials, or the time required by the Bidder to unload, whichever is greater. Provide demurrage rates per hour on the bid blanks. Unloading time shall start upon arrival at the unloading point.

No cancellation fees will be paid by the County for any loading, unloading or travel time due to rain or wet weather. The County will make all reasonable efforts to cancel orders in a timely manner.

**LIQUID ASPHALTS**

The County performs chip sealing at various locations throughout Delaware County and operates with a portable 7000 gallon liquid asphalt storage tank located by the County at the delivery point. When the County is chip sealing at full operation, orders are placed by 4:00 p.m. the day preceding delivery. Delivery of the first 6000+/- gallon load may be made at any time prior to 7:00 a.m. on the delivery day and placed in the temporary storage tank. Delivery of the second 7000+/- gallon load will typically occur at approximately 11:00 a.m. unless canceled due to weather conditions.

**ASPHALT CONCRETE MATERIALS**

The County performs spot paving at various locations throughout Delaware County. Asphalt delivered to the site shall be unloaded as directed by the County representative.

**MISCELLANEOUS TERMS AND CONDITIONS**

**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.

**Prohibited Interests:** Bidder 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. Bidder further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project without the prior express written consent of County.

**Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, 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.

**Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of



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Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

Indemnification: The Contractor shall indemnify and hold harmless the Owner, its officers, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including, but not limited to, the loss of use resulting therefrom, or delay, acceleration, or loss of productivity caused in whole or part by the negligent act or omission of the Contractor, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

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.

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.

Findings for Recovery: Bidder certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

**BID PROPOSAL – BIDDERS SHALL COMPLETE THESE DOCUMENTS:**

- Bid Blank
- Certification of Bid
- Affidavit of Contractor or Supplier’s Non-Delinquency of Personal Property Taxes
- Certification/Affidavit in Compliance with O.R.C. Section 3517.13
- Non-Discrimination Clause
- Non-Collusion Affidavit
- W-9 Request for Taxpayer Identification Number and Certification

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

**RESOLUTION NO. 13-220**

**IN THE MATTER OF ACCEPTING THE DITCH INSPECTION REPORT FOR 2013 AND ESTABLISHING PERCENTAGE OF MAINTENANCE ASSESSMENTS FOR 2014:**

It was moved by Mr. Merrell, seconded by Mr. Stapleton to accept the 2013 Ditch Inspection Report and establish percentage of maintenance assessments for 2014 as follows:

**Ditch Inspection Report for 2013**

**2013 Drainage Maintenance Inspection Report**

General Information

1. Name and number of group
2. Type of group: O = Open Ditch T = Tile ST = Storm Tile  
B = Basin S = Swale W/W = Waterway  
S/D = Surface Drain
3. Balance Money as of January 1, 2013

Proposed Work

1. Brush and cattails need sprayed.
2. Fertilizer and seeding is needed.
3. Pipe is needed.
4. Cost of project to do work.
5. Assessment column has percent to be collected for 2013 and projected income for 2013 and 2014.

**JOINT COUNTY PROJECTS – 2014 COLLECTIONS**

<u>Ditch Name</u>	<u>Percentage</u>	<u>County</u>
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Adams	7%	Delaware / Marion
Carter Joint County	5%	Delaware / Marion
Cook Joint County	30%	Delaware / Licking
Coomer #435 Main	1%	Delaware / Morrow
Coomer #435 Lateral A	1%	Delaware / Morrow
Darst Joint County	5%	Delaware / Marion
DeGood	25%	Delaware / Union
Pumphrey Joint County	7%	Delaware / Morrow
Tartan Field Jt. Co.8,9,10,11	1.5%	Delaware/Union

**TRI-COUNTY PROJECTS – 2014 COLLECTIONS**

<u>Ditch Name</u>	<u>Percentage</u>	<u>County</u>
Randall Howison Tri County	5%	Delaware / Marion / Union

(A copy of the report is available for review at the Commissioners’ Office until no longer of administrative value.)

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

**RESOLUTION NO. 13-221**

**IN THE MATTER OF AWARDING THE BID FOR BID PACKAGE 1 – GENERAL TRADES (WB REPUBLIC BUILDERS LLC) FOR THE HAYES BUILDING PARKING LOT EXPANSION RE-BID, DELAWARE, OHIO:**

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

WHEREAS, Delaware County received bids for the Hayes Building Parking Lot Expansion Re-Bid on February 14, 2013. And;

WHEREAS, after carefully reviewing the bids received, the bid submitted in the following chart has been determined to be the lowest and best bid.

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, accept and award the following bid submitted for the Hayes Building Parking Lot Expansion Re-Bid, Delaware, Ohio.

Description	Company Recommended	Amount of Contract Award
Bid Package 1 – General Trades	WB Republic Builders LLC	\$195,796.19

<b>Re-Bid Tab</b>
<b>Delaware County</b>
<b>Hayes Building Parking Lot Expansion</b>

NAME	Base Bid
WB Republic Builders LLC	\$ 195,796.19
B&C Blacktop Sealing, Inc.	\$ 200,542.45
Columbus Asphalt Paving, Inc.	\$ 204,890.00
Boss Excavating & Grading, Inc.	\$ 211,985.00
Decker Construction Company	\$ 212,394.50
Neff Paving LLC	\$ 225,949.40

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

**RESOLUTION NO. 13-222**

**IN THE MATTER OF APPROVING TITLE IV-D CONTRACTS BETWEEN THE CHILD SUPPORT ENFORCEMENT AGENCY AND THE COURT OF COMMON PLEAS JUVENILE DIVISION AND THE SHERIFF’S OFFICE:**

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

Whereas, the Director of the Child Support Enforcement Agency recommends approval of the following Title IV-D contracts;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following Title IV-D contracts:

**Court Of Common Pleas Juvenile Division**

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Ohio Department of Job and Family Services  
IV-D CONTRACT

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Delaware County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Delaware County Court of Common Pleas, Juvenile Division (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

**IV-D Contract Terms:**

1. **IV-D Contract Period:** The IV-D Contract is effective from 01/01/2013 through 12/31/2013, unless terminated earlier in accordance with the terms listed in paragraph 24 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: A hour of the Magistrates time spent on IV-D CSEA initiated or IV-D non-CSEA initiated cases.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative
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4. **IV-D Contract Costs:**
  - 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$74.71 per Unit of Service as determined by:
    - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
    - The procurement process for a IV-D Contract with a private entity.
  - 4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$224,131.57
5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.
  - 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$76,204.73	Local Sources
FFP Reimbursement	\$147,926.84	
<b>Total IV-D Contract Cost</b>	<b>\$224,131.57</b>	

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- 5B.** The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.
- 6. Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards **are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."**
- 7. Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:30 a.m and 4:30 p.m on the following days Monday - Friday with the exception of the following days: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Little Brown Jug Day (after 12 P.M.), Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (after 12:00 P.M.), Christmas Day, New Year's Eve (after 12:00P.M.) and New Year's Day..
- 8. Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:
- **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
  - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
- 9. Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.
- When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
- If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
- 10. Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
- 11. Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
- 12. Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
- 13. Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
- 14. Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of

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services under this IV-D Contract.

15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Declaration Regarding Material Assistance or Non-assistance to a Terrorist Organization:** When the Contractor is a private entity, the Contractor agrees to complete a declaration regarding material assistance or non-assistance to a terrorist organization, pursuant to section 2909.32 of the Ohio Revised Code. Additional information may be obtained from the Ohio Department of Public Safety at [www.homelandsecurity.ohio.gov](http://www.homelandsecurity.ohio.gov).
17. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
18. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
19. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
20. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
21. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
22. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
23. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
24. **Termination:** This IV-D Contract may be terminated:
  - 24A. By mutual agreement at any time after the date on which the two parties reach their decision.
  - 24B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
  - 24C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
  - 24D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
  - 24E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the

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IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.

- 24F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 24A;
- The receipt of the written notice of termination, in accordance with paragraphs 24B through 24E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 24F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

**The Sheriff's Office**

**Ohio Department of Job and Family Services  
IV-D CONTRACT**

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Delaware County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Delaware County Sheriff (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

**IV-D Contract Terms:**

1. **IV-D Contract Period:** The IV-D Contract is effective from 01/01/2012 through 12/31/2012, unless terminated earlier in accordance with the terms listed in paragraph 24 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: One hour of service provided by the Sheriff's Office for the Child Support Enforcement Agency including service of process and extradition if needed; investigation; execution of warrants; and security if needed.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

9. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative
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**10. IV-D Contract Costs:**

- 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$56.62 per Unit of Service as determined by:

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- The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
- The procurement process for a IV-D Contract with a private entity.

**4B. Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$117,759.25

**11. Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

**5A.** Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$ 40,038.14	Local Sources
FFP Reimbursement	\$ 77,721.11	
Total IV-D Contract Cost	\$117,759.25	

**5B.** The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

**12. Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards **are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."**

**13. Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:30 a.m and 4:30 p.m on the following days Monday - Friday with the exception of the following days: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Little Brown Jug Day (after 12:00 P.M.), Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (after 12:00 P.M.), Christmas Day, New Year's Eve (after 12:00P.M.) and New Year's Day..

**14. Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:

- **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
- **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.

**9. Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.

When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contractor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

**10. Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.

**11. Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the

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Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.

12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.
25. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
26. **Declaration Regarding Material Assistance or Non-assistance to a Terrorist Organization:** When the Contractor is a private entity, the Contractor agrees to complete a declaration regarding material assistance or non-assistance to a terrorist organization, pursuant to section 2909.32 of the Ohio Revised Code. Additional information may be obtained from the Ohio Department of Public Safety at [www.homelandsecurity.ohio.gov](http://www.homelandsecurity.ohio.gov).
27. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
28. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
29. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
30. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
31. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
32. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
33. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
34. **Termination:** This IV-D Contract may be terminated:



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- 24A.** By mutual agreement at any time after the date on which the two parties reach their decision.
- 24B.** If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
- 24C.** If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
- 24D.** If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
- 24E.** If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
- 24F.** If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 24A;
- The receipt of the written notice of termination, in accordance with paragraphs 24B through 24E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 24F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

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

**RESOLUTION NO. 13-223**

**IN THE MATTER OF ACCEPTING THE AWARD OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR THE MENTAL HEALTH DOCKET FOR ADULT COURT SERVICES:**

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

WHEREAS, the Delaware County Adult Court Services has applied for and been awarded the 2012 Edward Byrne Memorial Justice Assistance Grant for the Mental Health Docket.

WHEREAS, the Grant funds a probation officer that supervises misdemeanors and felons at an intensive level who are suffering from mental illness. Offender's placed on the docket meet with the judge every two weeks initially. A treatment team works closely with the judges and offender to ensure the correct service are provided. This grant is a collaboration with Delaware Municipal Court in an effort to reduce the jail population and reduce recidivism; the Grant) and

WHEREAS, a local match of \$ 22,394.10 is required for the Grant and will be transferred from fund 10011102; and

WHEREAS, Commissioner O'Brien, 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 O'Brien as the designated official;

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

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

Grant #            2012-JG-D01-6596  
 Source:            Ohio Office of Criminal Justice Services  
 Grant Period:    January 1, 2013 – December 31, 2013

Federal Grant Amount:    \$12,500.00  
 Local Match:                22,394.10  
 Total Grant Amount:      \$34,894.10

Section 2. The Board hereby authorizes Commissioner O'Brien, 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.

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

**RESOLUTION NO. 13-224**

**IN THE MATTER OF APPROVING TRANSFER OF FUNDS FOR ADULT COURT SERVICES:**

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

**Transfer of Funds**

<b>From</b>	<b>To</b>	
10011102-5801	25922307-4601	
Commissioners General/Transfers	Mental Health Docket/Interfund Revenue	\$22,394.10

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

**RESOLUTION NO. 13-225**

**IN THE MATTER OF APPROVING THE SECOND AMENDMENT OF THE CONTRACT FOR TRANSPORTATION SERVICES BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES; THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE DELAWARE COUNTY TRANSIT BOARD:**

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

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

Now Therefore Be It Resolved, the Delaware County Board of Commissioners approve the following contract amendment for Transportation Services With The Delaware County Transit Board.

**Second Amendment to Contract  
Transportation Services**

This Second Amendment of the Contract For Transportation Services is entered into by and between the Delaware County Department of Job and Family Services (hereinafter, "DCDJFS"), whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Delaware County Transit Board (hereinafter "DCTB"), whose address is 119 Henderson Court, Delaware, Ohio 43015 (hereinafter individually "Party", collectively, "Parties").

WHEREAS, the Parties entered into the Contract for Transportation Services (hereinafter "Contract") dated January 1, 2012; and,

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

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to Amend the Contract to change the following item:
  - A. The Budget will be amended for the following item:
    - (1). Total costs will be increased to a revised total budget amount of \$125,000.00.
2. Signatures

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

3. Conflicts

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

4. Terms of Contract Unchanged

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

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

**RESOLUTION NO. 13-226**

**IN THE MATTER OF ESTABLISHING DELAWARE COUNTY TAX INCENTIVE REVIEW COUNCILS (TIRC) FOR PROGRAM YEAR 2012 AND ANNOUNCING A MEETING DATE:**

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

WHEREAS, per Ohio Revised Code Section 5709.85, when a legislative authority of a county, township, or municipal corporation grants tax exemptions, under Chapters 725 or 1728, or under Sections 3735.67, 5709.28, 5709.40, 5709.41, 5709.62, 5709.63, 5709.632, 5709.73, or 5709.78, the legislative authority shall create a tax incentive review council; and

WHEREAS, the Delaware County Board of Commissioners have granted tax exemptions under one or more of these chapters or sections; and

WHEREAS, per Ohio Revised Code Section 5709.85 A(2), the Delaware County Board of Commissioners shall create TIRCs to annually review board approved, tax exempted projects for compliance. Appointees are (of note: at least two members of each TIRC must be residents of the municipal corporation or township to which the instrument granting the tax exemption applies):

- Three members appointed by the Board of Commissioners
- Two Township Trustee Appointments (as appropriate)
- Two Municipal Appointments (as appropriate)
- One School District Board of Education Appointment
- One Joint Vocation School District Board of Education Appointment; and

WHEREAS, per 5709.85 B, the county auditor or designee serves as the chairperson and calls the meeting. The Delaware County Auditor scheduled the Delaware County TIRC meeting on Thursday, March 14, 2013, in the Meeting Room, 101 North Sandusky Street, Delaware, from 2pm to 5pm; and

WHEREAS, TIRCs shall submit to the Delaware County Board of Commissioners written recommendations for consideration for the continuation, modification, or cancellation of each project; and

WHEREAS, Resolution 11-190 appointed members to unspecified terms; and

WHEREAS, attendance by a majority of the members of each TIRC constitutes a quorum to conduct business.

NOW, THEREFORE, BE IT RESOLVED by the Delaware County Board of Commissioners, State of Ohio, to supersede Resolution No. 11-190 and re-establish the Delaware County TIRCs for Program Year 2012 as follows:

Orange Township TIRC to review projects in:

Enterprise Zone 247C

None

Community Reinvestment Area 041-58618-01

Menards

Tax Increment Financing Districts

Olentangy Crossings

- County Auditor George Kaitsa – Chairman
- Lewis Blackford (County Designee)
- Frank Reinhard, Delaware County Bank & Trust (County Designee)
- Shawn Stevens, Great American Title Agency (County Designee)
- Chris Bell, Treasurer, Delaware Area Career Center (DACC 2/21/13)
- Todd Johnson, Treasurer, Olentangy Local School District (OLSD 2/25/13)

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- Lisa Knapp (resident), Orange Township Representative (Res. 13-062)
- Richard Underman (resident), Orange Township Representative (Res. 13-062)

Berlin Township TIRC to review projects in:

Enterprise Zone 247 C (Berlin Township)

None

Community Reinvestment Area 041-05788-02

None

- County Auditor George Kaitsa – Chairman
- Lewis Blackford (County Designee)
- Frank Reinhard, Delaware County Bank & Trust (County Designee)
- Shawn Stevens, Great American Title Agency (County Designee)
- Mike Dickey (resident), Berlin Township Representative (Res.13-01-06)
- Phil Panzarella (resident), Berlin Township Representative (Res.13-01-06)
- Todd Johnson, Treasurer, Olentangy Local School District (OLSD 2/25/13)
- Chris Bell, Treasurer, Delaware Area Career Center (DACC 2/21/13)

Village of Sunbury TIRC to review projects in:

Enterprise Zone 220C

American Showa 2004

American Showa 2006

Community Reinvestment Area 041-75602-01

None

Tax Increment Financing Districts

Sunbury Mills Plaza

American Showa Project

- County Auditor George Kaitsa – Chairman
- Lewis Blackford (County Designee)
- Frank Reinhard, Delaware County Bank & Trust (County Designee)
- Shawn Stevens, Great American Title Agency (County Designee)
- Mayor Tommy Hatfield (resident), Village Representative (Res. 2013-01)
- David Brehm (resident), Village Representative (Res. 2013-01)
- Pam Lillie, Big Walnut Local School District (BWSL 2/11/13)
- Chris Bell, Treasurer, Delaware Area Career Center (DACC 2/21/13)

Village of Ashley TIRC to review projects in:

Community Reinvestment Area 041-02582-01

Residential

- County Auditor George Kaitsa – Chairman
- Lewis Blackford (County Designee)
- Frank Reinhard, Delaware County Bank & Trust (County Designee)
- Shawn Stevens, Great American Title Agency (County Designee)
- Jim Nelson (resident), Village Council, Village of Ashley (2/27/13 consideration)
- Cheryl Friend (resident), Village Council, Village of Ashley (2/27/13 consideration)
- Chris Bell, Treasurer, Delaware Area Career Center (DACC 2/21/13)
- Mark Tingley, Superintendent, Buckeye Valley Local School District (notified of requirement)

Liberty Township TIRC to review projects in:

Enterprise Zone 247 C (LibertyTownship)

CitiCorp North America (personal property)

Community Reinvestment Area 041-05788-01

CitiCorp North America (real property)

State Auto

Tax Increment Financing Districts

- County Auditor George Kaitsa – Chairman
- Lewis Blackford (County Designee)
- Frank Reinhard, Delaware County Bank & Trust (County Designee)
- Shawn Stevens, Great American Title Agency (County Designee)
- Chris Bell, Treasurer, Delaware Area Career Center (DACC 2/21/13)
- Todd Johnson, Treasurer, Olentangy Local School District (OLSD 2/25/13)
- Curt Sybert (resident), Liberty Township Representative (Res. 13-0206-04)
- Dave Anderson (resident), Liberty Township Representative (Res. 13-0206-04)

Berlin and Liberty Townships TIRC to review projects in:

Enterprise Zone 247 C (Berlin and Liberty Townships)

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None  
Community Reinvestment Area 041-05788-01  
P&D Builders

- County Auditor George Kaitsa – Chairman
- Lewis Blackford (County Designee)
- Frank Reinhard, Delaware County Bank & Trust (County Designee)
- Shawn Stevens, Great American Title Agency (County Designee)
- Chris Bell, Treasurer, Delaware Area Career Center (DACC 2/21/13)
- Todd Johnson, Treasurer, Olentangy Local School District (OLSD 2/25/13)
- Curt Sybert (resident), Liberty Township Representative (Res. 13-0206-04)
- Dave Anderson (resident), Liberty Township Representative (Res. 13-0206-04)
- Phil Panzarella (resident), Berlin Township Representative (Res.13-01-06)
- Mike Dickey (resident), Berlin Township Representative (Res.13-01-06)

Village of Shawnee Hills TIRC to review projects in:  
Tax Increment Financing District  
TIF District

- County Auditor George Kaitsa – Chairman
- Lewis Blackford (County Designee)
- Frank Reinhard, Delaware County Bank & Trust (County Designee)
- Shawn Stevens, Great American Title Agency(County Designee)
- Chris Bell, Treasurer, Delaware Area Career Center (DACC 2/21/13)
- Stephanie Osborne, Treasurer, Dublin City School District (Res. 2/11/13)
- Shirley Roskoski (resident), Village Representative (Res. 06-2013)
- Dan Mathews (resident), Village Representative (Res. 06-2013)

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

**RESOLUTION NO. 13-227**

**IN THE MATTER OF AMENDING 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. Stapleton, seconded by Mr. Merrell to approve the following:

WHEREAS, Resolution 12-603 approved the agreement between the Delaware County Board of Commissioners (the “Board”) and the Ohio Regional Development Corporation (“ORDC”) for ORDC to administer on behalf of the Board the Attorney General’s Moving Ohio Forward Grant Program; and

WHEREAS, a contract amendment is necessary to clarify uncertainties on title search reimbursement; and

WHEREAS, the Delaware County Director of Economic Development recommends the Board adopt the amendment;

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

Section 1. The Board hereby approves Amendment No. 1 to the Consulting and Services Contract with ORDC for the administration of the Attorney Genera’s Moving Ohio Forward Grant Program:

**AMENDMENT NO. 1 TO CONSULTING AND SERVICES CONTRACT  
MOVING OHIO FORWARD GRANT WRITING AND ADMINISTRATION**

This Amendment No. 1 to the Original Agreement dated June 18, 2012, is made and entered into this 4<sup>th</sup> day of March, 2013, 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 4<sup>th</sup> Street, Coshocton, Ohio 43812 (“Contractor”) (hereinafter collectively referred to as the “Parties”).

**ARTICLE 1 – AMENDMENT**

In accordance with Section 11.2 of the Original Agreement, the Parties mutually agree to amend the Original Agreement by replacing existing **Section 4 – Compensation** with the following:

Section 4 – Compensation

The County shall pay the Contractor for the services provided in accordance with the Proposal for a total sum not to

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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; (3) this Agreement shall not be construed to create an obligation to any county fund existing as of the effective date of this Agreement; and (4) the administrative costs, including but not limited to the cost of title searches, for any properties ultimately denied participation in the Grant Program shall be paid from or reduce, dollar-for-dollar, the compensation approved in this Section, to the extent such costs are not reimbursed from non-administrative grant funds.

**ARTICLE 2 – REMAINING PROVISIONS**

All other terms and conditions of the Original Agreement not specifically amended herein shall remain in full force and effect.

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

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

**RESOLUTION NO. 13-228**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

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

The Director of Environmental Services recommends accepting the resignation of Josh Phillips from the Regional Sewer District; effective date March 7, 2013;

Therefore Be It Resolved, the Board of Commissioners accept the resignation of Josh Phillips from the Regional Sewer District; effective date March 7, 2013.

The Director of The Child Support Enforcement Agency recommends approving Leave-With-Out-Pay for Leslie Williams effective March 4, 2013 thru April 5, 2013 not to exceed 160 hours.

Therefore Be It Resolved, the Board of Commissioners approve Leave-With-Out-Pay for Leslie Williams effective March 4, 2013 thru April 5, 2013 not to exceed 160 hours.

The Director of Job and Family Services recommends hiring Robin Renee Hazelrigg as an Income Maintenance Worker III with the JFS Department; effective March 11, 2013;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Robin Renee Hazelrigg as an Income Maintenance Worker III with the JFS Department; effective March 11, 2013.

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

**RESOLUTION NO. 13-229**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR A LEAP FORWARD GRANT:**

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

**Supplemental Appropriations**  
28631335-5004 LEAP FORWARD GRANT 2011/Overtime 3,676.83

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

**COMMISSIONERS' COMMITTEES REPORTS**

**Commissioner Stapleton**  
**-No Reports Today**

**Commissioner Merrell**  
**-New Administration Building In Shawnee Hills**

**Commissioner O'Brien**  
**-This Week Attending The DKMM Executive Committee Meeting To Review Applications And A Family Children's First Council Meeting**

**County Administrator**  
**-Applications For The 911 Director**

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There being no further business, the meeting adjourned.

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Gary Merrell

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Ken O'Brien

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Dennis Stapleton

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Jennifer Walraven, Clerk to the Commissioners