

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 28, 2014**

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

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

RESOLUTION NO. 14-474

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 24, 2014:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on April 24, 2014; 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. 14-475

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0425, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0425:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0425, memo transfers in batch numbers MTAPR0425 and Purchase Orders as listed below:

| PR Number | Vendor Name | Line Description | Line Account | Amount |
|-----------------------------|------------------------|-------------------------------|---------------------|---------------|
| ECONOMIC DEVELOPMENT | | | | |
| R1403536 | PEEBLES CREATIVE GROUP | ECONOMIC DEVELOPMENT WEB SITE | 21011113-5301 | \$10,000.00 |
| R1403535 | SWITCHBOX INC | ECONOMIC DEVELOPMENT WEB SITE | 21011113-5301 | \$27,000.00 |

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

RESOLUTION NO. 14-476

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Manager of Facilities is requesting that Gregg Henhouse attend an HVAC training at the Ohio Historical Society on March 11, 2014 at the cost of \$100.00 (fund number 10011105).

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

RESOLUTION NO. 14-477

IN THE MATTER OF APPROVING A WATER DRAINAGE EASEMENT AGREEMENT BETWEEN POLARIS GRAND, LLC AND THE BOARD OF COUNTY COMMISSIONERS:

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

Whereas, Polaris Grand, LLC ("Grantor"), is the owner of real property ("Property") located in the City of

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Columbus, Delaware County, Ohio which contains an existing stream that currently accepts storm water drainage that is under the control of the Board of County Commissioners (“Grantee”).

Whereas, Grantor intends to relocate a portion of the existing stream pursuant to a permit granted by the Army Corps of Engineers (the “Corps”) and said stream will be located such that Grantee wishes to have an easement for the construction, operation and maintenance of storm facilities to be located within the easement area, which Grantor is willing to provide under terms and conditions of the following agreement.

Now Therefore Be It Resolved, that the Board of Delaware County Commissioners enter into Agreement with Polaris Grand, LLC for such construction, operation and maintenance of storm water facilities as follows:

WATER DRAINAGE EASEMENT AGREEMENT

This Water Drainage Easement Agreement is made by and between **Polaris Grand, LLC**, an Ohio limited liability company (hereinafter called “Grantor”), and the **Board of County Commissioners of Delaware County, Ohio** (hereinafter called “Grantee”), as of April 28, 2014.

1. Recitals.

Grantor is the owner of the real property located in the City of Columbus, Delaware County, Ohio, as more particularly described on the attached **Exhibit A** (the “Property”). The Property contains an existing stream that currently accepts storm water drainage that is under the control of Grantee. Grantor intends to relocate a portion of the existing stream pursuant to a permit granted by the United States Army Corps of Engineers (the “Corps”), and the stream as relocated will be located within the area of the Property more particularly described on the attached **Exhibit B** (the “Easement Area”). The location of the Easement Area within the Property is depicted on the attached **Exhibit C** (the “Plan”). Grantee wishes to have an easement for the construction, operation, and maintenance of storm water facilities to be located within the Easement Area, which Grantor is willing to provide subject to the terms and conditions of this Agreement.

2. Agreement.

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

2.1 Grantor grants to Grantee a perpetual non-exclusive easement upon, across and through the Easement Area for the constructing, operating, and maintaining of storm water drainage swales, and other storm water drainage facilities over the Easement Area, together with ingress and egress thereto. Grantee will promptly notify Grantor following any entry by Grantee onto the Easement Area so that Grantor may restore any damage to the Property caused by Grantee’s exercise of its rights under this Agreement, at Grantor’s sole expense.

2.2 Grantor and Grantee acknowledge that a portion of the Easement Area is subject to a Nationwide Permit 29 issued by the Corps, a copy of which has been delivered to Grantee (the “Permit”). Grantee agrees to comply with the terms and conditions of the Permit in any exercise of the rights granted to Grantee under this Agreement, including, without limitation, the following:

- (a) Construction activities will be performed during low flow conditions. Additionally, appropriate site specific best management practices for sediment and erosion control will be fully implemented during construction activities at the site.
- (b) No area for which grading has been completed will be unseeded or unmulched for longer than 14 days. All disturbed areas will be seeded and/or revegetated with native species and seed mixes approved by the Corps (where practicable) after completion of construction activities for stabilization and to help preclude the establishment of non-native invasive species.
- (c) The Permit identifies dead or live trees and snags with cavities, peeling or exfoliating bark split tree trunk, or branches that may be used as maternity roost areas for certain species of bats. In addition, the Permit identifies foraging habitats for these bats in upland and lowland wood lots, tree-lined corridors, stream corridors, and riparian areas. Trees and associated habitats exhibiting any of the characteristics listed above shall be preserved wherever possible. Should suitable habitat be present that cannot be saved during construction activities, these trees shall be cut prior to April 1 and after September 30.

2.3 Grantor may not install above-grade structures, dams or other obstructions to the flow of storm water runoff within the Easement Area. Grantor may not install any landscaping features such as trees, fences, retaining walls, etc. within the Easement Area without first having been reviewed and approved by the Delaware Soil and Water Conservation District (DSWCD) and the Delaware County Engineer’s Office (DCEO). The DSWCD and DCEO shall review all improvements within the Easement Area to insure that improvements will not materially interfere with the storm water control facilities and any improvements that do not so interfere shall be approved.

2.4 This Agreement may not be construed to create a gift or dedication of any part of the Property, or for any public use or purpose beyond expressly set forth herein.

2.5 Grantor and Grantee acknowledge and agree that neither party will have any contribution obligations by virtue of this Agreement except as expressly set forth herein. Grantor reserves all rights and

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privileges which may be used and enjoyed on the Easement Area without interfering with or abridging the rights and easements conveyed by this Agreement. This Agreement may not be construed so as to create a joint venture or other partnership as between Grantor and Grantee.

2.6 This Agreement will be construed in accordance with the laws of the State of Ohio. If any term or provision of this Agreement or its applicability to any person or circumstance is declared invalid or unenforceable, the remainder of this Agreement will not be affected and each term or provision will operate independently to the fullest extent permitted by law.

2.7 All notices to Grantor described in Section 2.1, above, will be made in writing and will be given by (i) personal delivery, (ii) overnight courier service (e.g., Federal Express, UPS), postage prepaid, or (iii) U.S. certified mail, return receipt requested, postage prepaid. All such notices will be sent to Grantor at 2 Easton Oval, Suite 510, Columbus, OH 43219. Grantor may change its address for purposes of receiving such notices by providing Grantee with written notice of its new address.

3. Exhibits.

This Agreement includes the following Exhibits, each of which is incorporated herein as if fully rewritten:

- Exhibit A -- Legal Description of the Property
- Exhibit B -- Legal Description of the Easement Area
- Exhibit C -- The Plan

4. Prior Instrument Reference.

Grantor holds title to the Property pursuant to an instrument recorded in Official Record Book 1233, Page 2765 of the Office of the Recorder of Delaware County, Ohio.

All rights, duties and obligations of the parties hereto shall inure to the benefit of and be binding upon the respective legal representatives, successors and assigns of each of Grantor and Grantee.

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

RESOLUTION NO. 14-478

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT FOR THE PROJECT KNOWN AS 2014-2015 ROADSIDE MOWING CONTRACT:

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

**2014-2015 Roadside Mowing Contract
Bid Opening of April 15, 2014**

Whereas, as the result of the above referenced bid opening, The Engineer recommends that a bid award be made to B&L Packrat Enterprises LLC, the only bidder for the project; and

Whereas, available are two copies of the Contract with B&L Packrat Enterprises LLC for your approval. All necessary documentation for this approval has been received (Certification/Affidavit in Compliance with O.R.C. Section 3517.13, etc.), and

Whereas, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and B&L Packrat Enterprises LLC for the project known as 2014-2015 Roadside Mowing Contract as follows:

CONTRACT

THIS AGREEMENT is made this 28th day of April, 2014 by and between B&L Packrat Enterprises LLC, hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

**B&L Packrat Enterprises LLC
1721 Buttermilk Hill Road
Delaware, Ohio 43015**

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 improvements embraced in the project named "2014-2015 Roadside Mowing Contract", and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

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The Owner will pay the Contractor for the total of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the total sum not to exceed One Hundred Seven Thousand One Hundred Seventy-Nine Dollars and Forty Cents (\$107,179.40), subject to additions and deductions as provided in the Contract Documents. The total sum includes required mowing for 2014 at Fifty Three Thousand Five Hundred Eighty-Nine Dollars and Seventy Cents (\$53,589.70), required mowing for 2015 at Fifty Three Thousand Five Hundred Eighty-Nine Dollars and Seventy Cents (\$53,589.70) and supplemental mowing at the discretion of and only upon the authorization of the County Engineer at a price not to exceed Thirty-Five Thousand Dollars (\$35,000) for each year.

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.

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

RESOLUTION NO. 14-479

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT FOR THE PROJECT KNOWN AS DEL-CR 106-4.37, LEWIS CENTER ROAD AND AFRICA ROAD INTERSECTION PROJECT:

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

**DEL-CR 106-4.37, Lewis Center Road and Africa Road Intersection Project
Bid Opening of April 15, 2014**

Whereas, as the result of the above referenced bid opening, The Engineer recommends that a bid award be made to The Shelly Company, the low bidder for the project. A copy of the bid tabulation is available for your information; and

Whereas, also available are two copies of the Contract with The Shelly Company for your approval. All necessary documentation for this approval has been received (Certification/Affidavit in Compliance with O.R.C. Section 3517.13, etc.), and

Whereas, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and The Shelly Company for DEL-CR-106-4.37, Lewis Center Road and Africa Road Intersection Project as follows:

CONTRACT

THIS AGREEMENT is made this 28th day of April, 2014 by and between **The Shelly Company, 80 Park Drive, P.O. Box 266, Thornville, Ohio 43076**, 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-CR 106-4.37, Lewis Center Road and Africa Road Intersection Project**", and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

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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 *One Million Six Hundred Sixty-One Thousand Seven Hundred Sixty-Seven Dollars and Eighty-Nine Cents (\$1,661,767.89)* 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.

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

RESOLUTION NO. 14-480

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND MASTERMIND SYSTEMS, INC. FOR 2014 HSIP PAVEMENT MARKING INVENTORY PROJECT:

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

Whereas, per Resolution No. 13-1330, an agreement was entered into between The Board of County Commissioners ("Board") and The Ohio Department of Transportation ("ODOT") for a Pavement Marking Inventory Study and No Passing Zone Study for Delaware County roads, and;

Whereas, said agreement gave authorization to the County Engineer to select a qualified consulting engineering firm to conduct said studies; and,

Whereas the County Engineer recommends approval of a Contract with MasterMind Systems, Inc. for performance of the 2014 HSIP Pavement Marking Inventory Project.

Now, Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract with MasterMind Systems, Inc. for the 2014 HSIP Pavement Marking Inventory Project as follows:

PROFESSIONAL SERVICES CONTRACT
2014 HSIP PAVEMENT MARKING INVENTORY PROJECT

Section 1 – Parties to the Agreement

Agreement made and entered into this 28th day of April, 2014, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and the firm of MasterMind Systems, Inc., 199 Seatrain Drive, Delaware, Ohio 43015 ("Consultant").

Section 2 – Contract Administrator

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

Section 3 – Scope of Services (Work)

Consultant agrees to furnish, unto the County, professional services in accordance with the Scope of Services and Price Proposal dated December 30, 2013, by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work promptly and in a skillfully competent manner under the direction of the Administrator and in accordance with accepted professional standards.

Section 4 – Compensation

Compensation for Work performed under this Agreement shall be in accordance with the Scope of Services and Price Proposal. The Base Fee shall be a Lump Sum not to exceed **Sixty-Three Thousand Four Hundred Fifty Dollars and Zero Cents (\$63,450.00)** in accordance with allowable costs and fees listed in the Consultant's aforementioned Price Proposal. Compensation shall constitute full payment for all labor, equipment and materials

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required to complete the required Work.

Section 5 – Payment

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

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

The Consultant shall commence Work upon written authorization of the Administrator and shall complete the work no later than September 30, 2014. In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

Section 7 – Insurance

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

Section 8 – Indemnification

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

Section 9 – Suspension or Termination of Agreement

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

Section 10 – Change in Scope of Work

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

Section 11 – Ownership of Engineering Documents

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County

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

Section 12 – Change of Key Consultant Staff

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

Section 13 – Miscellaneous Terms & Conditions

- 13.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 13.2 **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. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Cod.**
- 13.3 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 13.4 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 13.5 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 13.6 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 13.7 **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 13.8 **Findings for Recovery:** Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.9 **Non-Discrimination/Equal Opportunity:** Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

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

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

RESOLUTION NO. 14-481

IN THE MATTER OF APPROVING A CONTRACT WITH FACILITY DUDE FOR THE DELAWARE COUNTY MAINTENANCE DEPARTMENT:

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

WHEREAS, The Manager of Maintenance recommends the contract with Facility Dude;

NOW THEREFORE BE IT RESOLVED, that The Board Of Commissioners of Delaware County, State of Ohio, approve the contract with Facility Dude for the Maintenance Department:

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Thank you for your interest in FacilityDude's affordable suite of powerful, easy-to-use online tools that allow you to save money, increase efficiency, and improve services.

CORSA has partnered with FacilityDude to provide the CORSA Preventive Maintenance Program, which will provide its members with best-in-class facility management software solutions. Pricing for the FacilityDude software is based on the total square footage of your facilities.

Total Square Footage of Facilities (not including fairgrounds): 726,712

| Item | Term | Investment |
|---|------------|-------------------|
| MaintenanceEdge – First Year Total | First Year | \$11,230.00 |
| CORSA 75% Subsidy: Product Subscription | First Year | (\$8,422.00) |
| Your Total Initial Investment (Will be invoiced to you by CORSA) | | \$2,807.50 |

Annual renewal amount is \$1,820.00 (includes CORSA 75% subsidy for renewal)

Values of extras included with the CORSA Program at no cost. (Data Imports of users/ locations/ equipment plus CORSA custom PM Templates): \$3,500.00

In return for taking part in the CORSA/FacilityDude facility management software subsidy program you agree that:

1. CORSA may access your data for use in their research on mitigating risk through sharing best practices in facility management
2. CORSA will invoice you for your share of initial investment and annual renewal.

Terms of Service:

- Proposal has been prepared for Delaware County.
- Proposal is valid for 30 days.
- Initial Term: 12 months
- Automatic invoicing of annual fee will occur at the end of each term unless request for non-renewal is received in writing 30 days prior to renewal date.
- Applicable sales taxes are in addition to the quoted price. If Delaware County is tax exempt please email a copy of your Tax Exemption Certificate to accounting@facilitydude.com.
- Training and startup assistance will be provided in a personalized online format and through telephone support as indicated on our website.
- Technical Support is available from 8am to 6pm EST. Please call (877) 655-3833 or email support@facilitydude.com for technical support.
- Subscription begins upon written acceptance of terms and conditions of the proposal.
- Project management, and onsite training are outside of the scope of this proposal and are available at an additional cost.
- Terms of this agreement are governed by the FacilityDude-CORSA Privacy and terms of use agreement, a copy of which is being sent along with this proposal.

Payment and Delivery Terms:

- If within 60 days of order you are not completely satisfied, you can cancel your service for a full refund.
- FacilityDude.com solutions are delivered for the client to access within 24 hours of the order.

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

RESOLUTION NO. 14-482

IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CHILD PLACEMENT PROVIDER BELLEFAIRE JCB:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien 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 Jobs & Family Services recommends approval of the following contract;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract for a Child Care Placement provider:

| Child Placement Service | Per diem cost and per diem reimbursement for the following categories |
|--|--|
| BELLEFAIRE JCB 22001 FAIRMOUNT BLVD. SHAKER HEIGHTS, OHIO 44118 | A. Maintenance B. Administration C. Case Management D. Transportation |

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| | |
|--|--|
| | 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) |
|--|--|

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:

BELLEFAIRE JCB

(hereinafter "Provider") whose address is:

Street/Mailing Address:

22001 FAIRMOUNT BLVD.

City:

SHAKER HEIGHTS

State:

OHIO

Zip Code:

44118

(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.

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- 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.
- (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**

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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:
through

12/31/2014

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

ARTICLE IV
REIMBURSEMENT FOR PLACEMENT AND RELATED SERVICES

A. In exchange for services satisfactorily provided as set forth herein, the Agency shall reimburse the Provider as provided herein.

B. The maximum amount payable pursuant to this Contract is:

\$15,000.00

FIFTEEN THOUSAND

Dollars 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

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- the Title IV-E Agency;
- 4. Admission date and discharge date, if available;
- 5. Agreed upon daily per diem for the following:
 - a. Maintenance
 - b. Administration
 - c. Other Direct Services
 - d. Other costs - (any other cost the Agency has agreed to participate in)
- 6. The daily per diem associated with the following (if applicable and agreeable to the Provider and Agency):
 - a. Case Management; allowable administration cost;
 - b. Transportation; allowable administration cost;
 - c. Other Direct Services; allowable maintenance cost;
 - d. Behavioral Health Care; non-reimbursable cost;
 - e. Other Costs – (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- I. All costs associated with care of the child and for which reimbursement is expected from the Agency shall be included in the per diem.
- J. Subject to the provisions of ORC Sections 307.01, 329.02 and 2151.01, which shall at all times govern this Contract, Agency represents:
 - 1. that it has adequate funds to meet its obligations under this Contract;
 - 2. that it intends to maintain this Contract for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and,
 - 3. that it will use its best efforts to obtain the appropriation of any necessary funds during the term of this Contract.

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

**ARTICLE V
TERMINATION, BREACH AND DEFAULT**

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

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parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and the parties retain the right to exercise all remedies hereinabove mentioned.

- H. If the Agency or Provider fails to perform an obligation or obligations under this Contract and thereafter such failure(s) is (are) waived by the other party, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by the Agency is not effective unless it is in writing signed by the Agency director or designee.

**ARTICLE VI
PROVIDER RESPONSIBILITIES**

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

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

**ARTICLE VII
INDEMNIFICATION AND INSURANCE**

- 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.

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

Provider shall provide insurance as follows:

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

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

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

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insurance within seven (7) calendar days of the request may be considered as default.

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

**ARTICLE VIII
AGENCY RESPONSIBILITIES**

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

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Subpart F.

- D. Provider certifies compliance with 45 C.F.R. Part 80, Nondiscrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies compliance with all local, state and Federal laws prohibiting discrimination.
- I. Provider certifies and warrants that Provider has obtained and maintains current all approvals, licenses, certifications, and/or other qualifications (collectively "Licenses") necessary to perform all the services required of Provider by this Contract and to conduct business in the state of Ohio. Provider further certifies and warrants that all such Licenses are operative and current and have not been revoked or are not currently suspended for any reason.
- J. Provider certifies that prior to the signing of this Contract it will provide to the Agency a copy of its license(s), certification(s), accreditation(s), or a letter from the issuer extending an expiring license, certification, or accreditation.
- K. Provider certifies that it will seek to maintain its license(s), certification(s), and/or accreditation(s), and that upon receipt of the renewal of its license(s), certification(s), and/or accreditation(s) or upon receipt of a letter from the issuer extending an expiring license, certification, or accreditation, a copy of all such license(s), certification(s), and/or accreditation(s) will be provided to the Agency within five (5) business days or receiving the renewed license, certification, or accreditation or letter of extension.
- L. Provider certifies that it will notify the Agency within twenty-four (24) hours if it receives any status other than full licensure, certification and/or accreditation.
- M. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, sexual orientation, gender identification, disability or age.

**ARTICLE X
RECORDS RETENTION REQUIREMENTS**

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

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- (5) Provider shall not destroy and shall ensure that no third party destroys and of the records referred to in Article X, Section A without the prior written consent of the agency Director.
- B. Provider agrees that, without prior permission of the Agency, it will not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein, Provider further agrees to maintain the confidentiality of all children and families served. No information on children served will be released for research or other publication without the express written consent of the Agency Director.
- C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles.
- D. Provider agrees that each financial transaction shall be fully supported by appropriate documentation. Provider further agrees that such documentation shall be available for examination within a reasonable period of time, but not later than sixty (60) days, after a written request has been made.

**ARTICLE XI
INDEPENDENT CONTRACTOR**

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

**ARTICLE XII
AUDITS**

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

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retention requirements and related party disclosure requirements.”

- (3) Rule 5101:2-47-26.2 of the Ohio Administrative Code: “Cost Report “ Agreed Upon Procedures’ engagement”.
- (4) JFS 029111 Single Cost Report Instructions
- (5) For Private Agencies: Office of Management and Budget Circular A-122, Cost Principles for Non-Profit Organizations.
- (6) For Public Agencies: Office of Management and Budget Circular A-87, Cost Principles for State, Local and Indian Tribal Government.
- (7) Where applicable: Office of Management and Budget Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations.
- (8) If reporting requirements are not addressed in the above mentioned publications, then Provider shall adhere to generally accepted accounting principles reporting requirements.

**ARTICLE XIII
GRIEVANCE /DISPUTE RESOLUTION PROCESS**

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

**ARTICLE XIV
NOTICE**

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

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:

LEIGH JOHNSON

Title:

RISK MANAGER

Street/Mailing Address:

22001 FAIRMOUNT BLVD.

City:

SHAKER HEIGHTS

State:

OHIO

Zip Code:

44118

**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
CAMPAIGN FINANCE**

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a

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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 XVII
CONFLICTS BETWEEN DOCUMENTS**

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

**ARTICLE XVIII
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 XIX
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 XX
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 XXI
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. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

**SHANCIE JENKINS, DIRECTOR OF JOB AND FAMILY SERVICES
-PROVIDE AN UPDATE TO BOARD CONCERNING COMMUNITY ACTION**

RESOLUTION NO. 14-483

IN THE MATTER OF AWARDING A CONTRACT TO H&H ENVIRONMENTAL, FOR THE DELAWARE COUNTY ASBESTOS ABATEMENT 2014 YOGI PROPERTY WITH FUNDING FROM THE DELAWARE COUNTY RESIDENTIAL DEMOLITION – MOVING OHIO FORWARD 2014 GRANT:

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

WHEREAS, the Economic Development Director, and the Ohio Regional Development Corporation recommend approving H&H Environmental to perform an asbestos abatement on Yogi Property (470 S. Sandusky Street, Delaware, OH 43015); and

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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 Board hereby awards the contract to and approves the contract with H&H Environmental in the amount of \$10,000.00.

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

CONTRACT AGREEMENT

THIS AGREEMENT made this 28th day of April 2014, by and between H&H Environmental hereinafter called the "Contractor" and Delaware County hereinafter called the "Owner".

WITNESSETH, that 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 asbestos abatement of the project; namely, Delaware County Asbestos Abatement Yogi Property, 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 proposed costs stipulated in the Bid for Asbestos Abatement for the sum not to exceed \$10,000; \$100 for 16 LF known pipe insulation plus \$4.00 per additional LF of unseen, and \$1.00 per LF of Floor Tile plus \$3.00 per Lf of Sheet Good. (\$65 per man hour for exploratory demolition for ACM pipe and flooring materials.

ARTICLE 3. Contract.

The executed contract documents shall consist of the following:

- a. This Agreement
- b. General Conditions
- c. Scope of work
- d. Invitation for Bids
- e. Instructions to Bidders
- f. Signed copy of Bid
- g. Required Forms (attached)

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.

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

RESOLUTION NO. 14-484

IN THE MATTER OF AWARDING A CONTRACT TO SHROCK PREMIER CUSTOM CONSTRUCTION LLC, FOR RESIDENTIAL DEMOLITION 2014 WITH FUNDING FROM THE DELAWARE COUNTY RESIDENTIAL DEMOLITION – YOGI PROPERTY:

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

WHEREAS, Ohio Regional Development Corp. solicited quotes from demolition contractors on behalf of Delaware County; and

WHEREAS, bids were opened on April 23, 2014, from and in the amount of:

| | |
|--|-------------------|
| Shrock Premier Custom Construction LLC | \$124,600.00 |
| B&K Excavating | \$129,000.00 |
| Superior Enterprises | \$159,885.00 |
| Doug Schnees Excavating | \$205,300.00 |
| Baumann Enterprises | \$267,380.00 |
| B&B Wrecking | \$299,000.00; and |

WHEREAS, the Economic Development Director, and the Ohio Regional Development Corporation reviewed the bids and recommend the bid submitted by Shrock Premier Custom Construction LLC as the lowest and

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best bid; and

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 Board hereby awards the contract to and approves the contract with Shrock Premier Custom Construction LLC in the amount of \$124,600.00.

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

CONTRACT AGREEMENT

THIS AGREEMENT made this 24th day of April 2014, by and between Shrock Premier Custom Construction hereinafter called the "Contractor" and Delaware County hereinafter called the "Owner".

WITNESSETH, that 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 general demolition of the project; namely, Delaware County Demolition - Yogi Property, 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 proposed costs stipulated in the Bid for Asbestos Abatement for the sum not to exceed One Hundred Twenty Four Thousand, Six Hundred Dollars (\$124,600).

ARTICLE 3. Contract.

The executed contract documents shall consist of the following:

- a. This Agreement
- b. General Conditions
- c. Scope of work
- d. Invitation for Bids
- e. Instructions to Bidders
- f. Signed copy of Bid
- g. Required Forms (attached)

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.

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

RESOLUTION NO. 14-485

IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO THE COUNTY AUDITOR FOR ACCOUNTS TO BE ASSESSED TO PAYABLE YEAR 2015 TAXES:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to certify to the County Auditor the delinquent accounts for placement on the tax duplicate.

Whereas, the County owns and operates a Sewer District as authorized by Ohio Revised Code (ORC) 6117, and

Whereas, ORC 6117.02 authorizes the County to set rates and charges for the sanitary services provided by the Sewer District, and

Whereas, when any of the sanitary rates or charges are not paid when due, the board may certify the unpaid rates or charges, together with any penalties, to the County Auditor, who shall place them upon the real property tax list and duplicate against the property served by the connection, and

Whereas, staff has determined that there are unpaid rates and charges that need to be collected, and

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Whereas, staff recommends collection of the unpaid rates and charges by certifying these delinquent accounts to the County Auditor.

Therefore be it resolved that the Board of County Commissioners certify the delinquent accounts in the amount of \$141,673.54 to the County Auditor for 2015 real property tax list and duplicate.

(Itemized listing of delinquent accounts available for review at the Commissioners' Office until no longer of administrative value).

**2015 Sewer Tax Assessments
To be certified by the Board of Commissioners on 4/28/14**

Breakdown of Assessments by Treatment Plant:

| | |
|---------------------------|---------------------|
| 66211903 – OECC | \$45,166.30 |
| 66211904 – Alum Creek | \$85,334.52 |
| 66211906 – Tartan Fields | \$1,534.68 |
| 66211907 – Scioto Reserve | \$7,697.64 |
| 66211908 – Bent Tree | \$723.24 |
| 66211909 – Hoover Woods | \$132.30 |
| 66211910 – Scioto Hills | \$1,084.86 |
| 66211911 - Northstar | \$0.00 |
| Total Assessments | \$141,673.54 |

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

RESOLUTION NO. 14-486

IN THE MATTER OF APPROVING THE SANITARY SEWER CONSTRUCTION PLANS FOR THE RESERVE AT SCIOTO GLENN PHASE A:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following sanitary sewer construction plans for The Reserve at Scioto at Glenn Phase A for submittal to the Ohio EPA for their approval.

Whereas, the Director of Environmental Services recommends sanitary sewer plans for The Reserve at Scioto at Glenn Phase A for submittal to the Ohio EPA for their approval.

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plans for The Reserve at Scioto at Glenn Phase A for submittal to the Ohio EPA for their approval.

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

RESOLUTION NO. 14-487

IN THE MATTER OF APPROVING THE SANITARY SEWER CONSTRUCTION PLANS FOR O'SHAUGHNESSY RESERVOIR REGIONAL PUMP STATION IMPROVEMENT PLAN:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following sanitary sewer construction plans for O'Shaughnessy Reservoir Regional Pump Station Improvement Plan for submittal to the Ohio EPA for their approval.

Whereas, the Director of Environmental Services recommends sanitary sewer plans for O'Shaughnessy Reservoir Regional Pump Station Improvement Plan for submittal to the Ohio EPA for their approval.

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plans for O'Shaughnessy Reservoir Regional Pump Station Improvement Plan for submittal to the Ohio EPA for their approval.

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

RESOLUTION NO. 14-488

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND UNION COUNTY FOR BUILDING INSPECTION SERVICES:

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

Whereas, the Director of Environmental Services recommends approval of the following Agreement;

Now Therefore Be It Resolved that that Delaware County Board of Commissioners approve the following Agreement with Union County for Building Inspection Services.

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AGREEMENT

THIS AGREEMENT made and entered into this 28th day of April, 2014, by and between **Delaware County, Ohio**, through the Delaware County Board of County Commissioners, hereinafter called "DELAWARE COUNTY" and **Union County, Ohio** through the Union County Board of Commissioners, hereinafter called "UNION COUNTY".

WITNESSETH:

WHEREAS, UNION COUNTY and DELAWARE COUNTY are occasionally in the need of back up inspection assistance; and

WHEREAS, UNION COUNTY and DELAWARE COUNTY have qualified staff and are willing to provide such services as may be needed; and

WHEREAS, UNION COUNTY and DELAWARE COUNTY use the same building, electrical and mechanical codes; and

WHEREAS, UNION COUNTY and DELAWARE COUNTY wish to establish an AGREEMENT with each other to provide the above requirements.

NOW, THEREFORE, UNION COUNTY and DELAWARE COUNTY, in consideration of their mutual covenants, herein agree as follows:

SECTION 1 – SCOPE OF SERVICES

- A. UNION COUNTY and DELAWARE COUNTY may provide backup inspection services on an as needed basis to each other. Respectfully, UNION COUNTY and DELAWARE COUNTY reserve the right to determine the ability to provide the services as requested.
- B. Both UNION COUNTY and DELAWARE COUNTY agree that any staff provided as part of the backup service will be certified by the State of Ohio as a building inspector, mechanical inspector or an electrical safety inspector.
- C. UNION COUNTY and DELAWARE COUNTY shall maintain, at their own expense, all requirements of the State of Ohio for continuing education for their own employees.
- D. UNION COUNTY and DELAWARE COUNTY shall maintain, at their own expense, the codes and standards necessary for the execution of the inspection services.
- E. Transportation shall be furnished by the jurisdiction providing the backup services. UNION COUNTY and DELAWARE COUNTY shall assure that each employee working under this agreement possesses a valid license, professional liability insurance and automobile liability insurance.
- F. All clerical services and necessary supplies shall be furnished by the jurisdiction requesting the backup services.
- G. Inspection documentation and disposition of inspection shall be made on forms provided by the jurisdiction requesting the backup services. The necessary procedure for the inspection documentation shall be established by the jurisdiction requesting the backup services. UNION COUNTY and DELAWARE COUNTY agree to provide written procedure(s) for their method of inspection documentation.
- H. Prior to performing inspections UNION COUNTY and DELAWARE COUNTY shall assess any difference in code interpretations within the applicable code(s) and determine which interpretation will be applied during the inspection(s) performed. In the event the inspector performing the inspection determines the need for an interpretation, he/she shall contact the responsible jurisdiction's building official and/or authorized official. The interpretation of the responsible jurisdiction's building official and/or authorized official shall be followed. UNION COUNTY and DELAWARE COUNTY agree to establish common inspection checklists to aid in the consistency of inspections.
- I. The jurisdiction needing the assistance shall notify the other jurisdiction as soon as possible, but no later than 4 p.m. the day previous to the inspection(s). A list detailing the inspection type, address, time (if applicable) and any other pertinent information shall be provided.
- J. The jurisdiction providing the service shall make every attempt to provide the service the next business day. Services shall be completed no later than the second business day. Inspection results and any corresponding documentation shall be provided to the authority having jurisdiction by 9 a.m.

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on the day following the inspection. If the inspection is not completed the next business day, the responsible jurisdiction shall be notified on the requested date of inspection. This will allow notification to the customer of the same.

Each party shall determine if their staffing levels are adequate to provide the requested service. Each party understands and agrees that their own inspections will be made priority.

- K. All permits, registrations, fees, etc. will be issued and/or collected by the jurisdiction having legal authority.
- L. Coordination of the service(s) shall be administered by the jurisdiction providing the back up inspections and included as part of the overall cost of the service.
- M. Complaints and/or disputes resulting from the provided service(s) will be reported immediately to the authority having jurisdiction. The authority having jurisdiction shall provide for the appeal mechanism for all disputes and complaints.

SECTION 2 – BASIS OF PAYMENT

- A. Each party shall be compensated by payment for services based upon the hourly costs fee schedule below. All costs associated with the services provided shall be inclusive to the various hourly rates provided below.

| TITLE | Hourly Rate |
|-----------------------------|-------------|
| Building Inspector | \$54 |
| Electrical Safety Inspector | \$65 |
| Mechanical Inspector | \$54 |
| Mileage | \$0.55/mile |

- B. Each party shall provide a report quarterly for services rendered throughout the three month period. The report shall consist of the time and mileage for each date of service, and total amount due based on the rates established in Section 2 - Basis of Payment A.
- C. Services shall be exchanged one for one (1 for 1). In the event that one party provides more hours of service than the other, that party will be compensated at the above listed (2A) rate(s) for the actual hours worked. The party providing the greater amount of hours shall invoice the other party for the difference in hours on a quarterly basis. Invoices shall be paid within forty-five (45) days of the date of the invoice.

Reimbursable expenses shall be itemized and original receipts provided. Reimbursable expenses shall be indicated as such on the invoice.

SECTION 3-GENERAL CONSIDERATIONS

- A. This AGREEMENT shall be governed by the laws of the State of Ohio.
- B. Neither UNION COUNTY, nor DELAWARE COUNTY shall assign their responsibilities under this AGREEMENT to any other third party without the written consent of the other party.
- C. This AGREEMENT shall commence upon the date on which DELAWARE COUNTY authorizes the signing of this AGREEMENT and will run for a period of one year from said date. The AGREEMENT may be renewed for a one year period upon the mutual agreement of both parties.
- D. Either party may terminate this AGREEMENT by providing thirty (30) days written notice to the other party.
- E. Each party shall defend, at its own expense, its own employee(s) in all litigation, pay all attorney fees, damages, court costs, and other expenses and satisfy and cause to be discharged any judgments obtained against its own building official(s), officers, agents or employees arising out of the litigation or claim resulting from a negligent act, error or omission in the performance of the services under this AGREEMENT.
- F. Both parties agree that inspectors will only be employees under the definition provided in the Fair Labor and Standards Act and/ Ohio Bureau of Workers Compensation (BWC) guidance. As such, all inspectors are covered by their employer with respect to any and all BWC claims.

It is expressly agreed that the services provided under this AGREEMENT are of such a nature that the building official is afforded considerable discretion in the application and enforcement of the Codes and/or resolutions prescribed.

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RESOLUTION NO. 14-489

**IN THE MATTER OF APPROVING THE 2014-2015 PROGRAM COST RENEWAL BETWEEN
THE COUNTY RISK SHARING AUTHORITY (CORSA) AND THE DELAWARE COUNTY
BOARD OF COMMISSIONERS:**

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

Whereas, the Assistant County Administrator / Director of Administrative Services recommends approval of the County Risk Sharing Authority (CORSA) 2014-2015 program year renewal;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the County Risk Sharing Authority (CORSA) Renewal for program year 2014-2015;

Further Be It Resolved, that the Board Of Commissioners approve the Purchase Order and Voucher to CORSA in the amount of \$381,787 (from organizational Key 60111901).

INVOICE

**Board of Commissioners of Delaware County
2014/2015 CORSA Program Costs**

| | |
|--|-------------------------|
| Primary Loss Fund | \$136,500 |
| Secondary Loss Fund | \$82,420 |
| Total Loss Fund | \$218,920 |
| Excess Insurance / Administrative Costs | \$184,693 |
| Uninsured / Under Insured Motorists (UM/UIM) Coverage Not Requested | \$Excluded |
| <i>TOTAL PROGRAM COSTS</i> | <i>\$403,613</i> |
| LESS: LOSS FUND MEMBER EQUITY | \$13,280 |
| <i>NET PROGRAM COSTS</i> | <i>\$390,333</i> |
| LESS: LOSS CONTROL INCENTIVE PROGRAM | \$8,546 |
| <i>NET DUE CORSA</i> | <i><u>\$381,787</u></i> |

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

RESOLUTION NO. 14-490

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Job and Family Services recommends accepting the voluntary resignation of Jessica Cimino from Job and Family Services; effective May 16, 2014.

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Therefore Be it Resolved, the Board of County Commissioners approve the voluntary resignation of Jessica Cimino from Job and Family Services; effective May 16, 2014.

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

ADMINISTRATOR REPORTS

Tim Hansley

-No reports

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien

-Thursday we held the Regional Planning meeting. The meeting went smoothly. (As mentioned by Commissioner Merrell) was elected President of that Board.

Commissioner Stapleton

-Attended a CCAO Board meeting. A reminder that the courthouse symposium is upcoming. A request for a County Administrator and/or County Commissioner attend.

Commissioner Merrell

-No reports

There being no further business, the meeting adjourned.

Gary Merrell

Ken O'Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners