

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 9, 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. 14-652

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 5, 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 June 5, 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
Dave Anderson, Liberty Township trustee
John Bennehoof, City of Powell Council member
Jim Hurt

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 14-653

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0606:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0606 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
EMS DEPARTMENT				
R1404069	RRH LTD	LEASE FEE FOR 6 MONTHS -- MEDIC 7	10011303-5335	\$29,449.96

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

RESOLUTION NO. 14-654

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Deputy Chief Probation officer is requesting that Laurie Winbigler, Jarod Burton, Allison Castrilla and Scott Ritter attend a Line Officer Training in Columbus, OH on June 12 and 13, 2014 at the cost of \$700.00 (fund numbers 25422308/25422301).

Environmental Services is requesting that John Hickman attend the Central Ohio Code Officials Association Seminar and General Membership Meeting in Columbus, Ohio on June 11, 2014 at no cost.

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

DISCUSSION ON PROPOSED RESOLUTION NO. 14- (IN THE MATTER OF APPROVING, AND

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 9, 2014

AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE, THE SAWMILL PARKWAY COOPERATIVE AGREEMENT BY AND BETWEEN THE CITY OF DELAWARE, OHIO AND THE COUNTY OF DELAWARE, OHIO RELATING TO THE CONSTRUCTION OF SAWMILL PARKWAY EXTENSION)

WITHOUT OBJECTION COMMISSIONER STAPLETON REMOVED HIS MOTION ON THE PROPOSED RESOLUTION; HEARING NO OBJECTION, SO ORDERED.

RESOLUTION NO. 14-655

IN THE MATTER OF APPROVING A PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR SOUTH OLD STATE ROAD IMPROVEMENTS:

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

WHEREAS, the Board declared necessity for Improvements to South Old State Road from Polaris Parkway to Orange Road by resolution #08-1103; and,

WHEREAS, the Ohio Department of Transportation and County Engineer are requesting approval of a project agreement relating to the Improvement;

NOW, THEREFORE, Be It Resolved, by the Board of County Commissioners of Delaware County, Ohio that the following agreement is approved:

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, acting by and through the Delaware County Board of Commissioners, hereinafter referred to as the LPA.

1. PURPOSE

1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.

1.2 Section 5501.03 (D) of the Ohio Revised Code provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.

1.3 The construction of DEL-CR10-0.90 to include the widening of South Old State Road (CR10) from 2 lanes to 5 lanes (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.

1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES

2.1 This Agreement is authorized by the following statutes and/or policies, which are incorporated in their entirety:

- a. Section 5501.03(D) of the Ohio Revised Code;
- b. ODOT Policy No. 25-001(P), Development Process Policy for Locally-Administered Transportation Projects;
- c. ODOT Locally Administered Transportation Projects, Manual of Procedures; and
- d. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105.

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING

3.1 The total cost for the PROJECT is estimated to be \$23,105,378 as set forth in Attachment 1. ODOT shall provide to the LPA 80 percent of the eligible costs, up to a maximum of \$18,484,302 in Federal funds.

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 9, 2014**

This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual design, right of way acquisition, and construction of the transportation project improvements and construction engineering/inspection activities.

- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all cost overruns and contractor claims.

4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.

- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication. Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: www.dot.state.oh.us/drrc.)

- 4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the PROJECT Design Engineer and serve as the LPA's principal representative for attending to PROJECT responsibilities, or engage the services of a pre-qualified ODOT consultant who has been chosen using a Qualification-Based Selection (QBS) process as required pursuant to Ohio Revised Code sections 153.65 through 153.71. The pre-qualified list is available on the ODOT web page at www.dot.state.oh.us/DIVISIONS/PRODMGT/CONSULTANT.

- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.

- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at <http://www.dot.state.oh.us/CONTRACT>. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.

- 5.3 ODOT shall be responsible for the review of all environmental documents and reports, and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.

- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements.

- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.

- 5.6 The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio EPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 9, 2014**

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. As specified in ODOT's Real Estate Policy and Procedures Manual, Section 5202.01-II-(B), any LPA staff who perform any real estate functions shall be prequalified by the ODOT's Office of Real Estate. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work can not also perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the Ohio Revised Code regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that if any property acquired for this project is subsequently sold for less than fair market value that all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this agreement the LPA shall assure that if the LPA grants a permit or license for the property acquired for this project that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

7. ADVERTISING, SALE AND AWARD

- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 9, 2014**

highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.

- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Advertisements shall be in accordance with local bidding requirements. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The PROJECT shall be advertised for three (3) consecutive weeks. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.
- 7.4 The LPA shall incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts, as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and in good standing with, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP) or a similar program approved by the Bureau of Workers' Compensation, and require the same of any of its subcontractors.
- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in force **at the time of bidding, at the time of award, and through the life of the construction contract**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII. and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30 percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with Section 153.54, et. seq. of the Ohio Revised Code, the LPA shall require that the selected contractor provide a performance and payment bond in an amount at least equal to 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify either that the contractor is not subject to a finding for recovery under R.C. 9.24, or that the contractor has taken the appropriate remedial steps required under R.C. 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <http://www.auditor.state.oh.us/WhatsNew/FFR/>. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify either that the contractor is not subject to suspension or debarment under the Federal Excluded Parties System List (EPLS). Contractors on the EPLS are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and the FHWA codification of the Common Rule for Nonprocurement suspension and debarment. The EPLS can be viewed on the Federal EPLS website at <https://www.epls.gov/>. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this agreement, if applicable.
8. **CONSTRUCTION CONTRACT ADMINISTRATION**
 - 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this agreement.
 - 8.2 The LPA shall certify both the quantity and quality of material used, the quality of the work performed,

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 9, 2014**

and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.

- 8.3 The Federal-aid Highway Program operates on a reimbursement basis. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.4 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.
- 8.5 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the Ohio Revised Code may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.
- 8.6 Payment or reimbursement to the LPA shall be submitted to:

Delaware County Engineer
50 Channing Street
Delaware, OH 43015
Attn: Ryan Mraz
740-833-2400
- 8.7 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all federal funding commitments.
- 8.8 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and if necessary, unilaterally modify any other term of this Agreement in order to preserve its federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.9 Any right, claim, interest, and/or right of action, whether contingent or vested, of the LPA, arising out of or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the "Claim"), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in and to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.10 After completion of the PROJECT and in accordance with Title 23 United States Code 116 and applicable provisions of the Ohio Revised Code, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years, unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.
9. CERTIFICATION AND RECAPTURE OF FUNDS

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 9, 2014**

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by Ohio Revised Code section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it had received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the project, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.
10. **NONDISCRIMINATION**
- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.
- 10.3 For any project in which the Engineer's Estimate exceeds \$500,000, the LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this project for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the Ohio Revised Code.

WAIVER PROCESS FOR DBE GOALS

In the event the Contractor is unable to meet the DBE Goal placed on this project, a request for waiver of all or part of the goal may be made to the Ohio Department of Transportation through the LPA. The Contractor must document the progress and efforts being made in securing the services of DBE subcontractors. In the event the Contractor is unable to meet the DBE Goal placed on this Local Let project, a request for a waiver of all or part of the goal may be made. The written request must indicate a good faith effort was made to meet the goal and be sent to the LPA contracting authority. The LPA forwards the request with recommended action to the ODOT District. The ODOT District then makes recommendation and forwards the request to Office of Contracts, 1980 West Broad Street, Columbus, Ohio, 43223. There will be no extension of time for the project granted if the Contractor wishes to avail himself of this process. If an item of work subcontracted to a DBE firm is non-performed by LPA or the subject of an approved VECF, the Contractor may request a waiver for the portion of work excluded.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. The LPA must obtain written, signed documentation from the contractor that the DBE goal has been satisfied prior to executing the contract with the contractor. The LPA, in turn, must provide such documentation to ODOT in order for ODOT to encumber the Federal/State funds.

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 9, 2014**

- 10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees as follows:

(1) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

(2) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(3) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

(4) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration (hereinafter "FHWA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the LPA under the contract until the LPA complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs (1) through (5) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. **DATA, PATENTS AND COPYRIGHTS - PUBLIC USE**

11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT shall relinquish any such protections should they exist.

11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 9, 2014

- which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.
12. TERMINATION; DEFAULT AND BREACH OF CONTRACT
- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS
- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the Revised Code.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.
14. NOTICE
- 14.1 Notice under this Agreement shall be directed as follows:
- | | |
|----------------------|----------------------|
| If to the LPA: | If to ODOT: |
| Ryan Mraz | Fay Taylor |
| 50 Channing Street | 400 East William St. |
| Delaware, Ohio 43015 | Delaware, Ohio 43015 |

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 9, 2014

740-833-2400

740-833-8164

15. GENERAL PROVISIONS

15.1 *Audit Requirements:* The LPA shall comply with the audit requirements of 49 CFR Part 18.26 (Federal Single Audit Act) for any and all projects with a total cost of \$500,000 or more.

15.2 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its books, documents, and records relating to the LPA’s obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA’s final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA’s legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

15.3 *Ohio Ethics Laws:* LPA agrees that it they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

15.4 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.

15.5 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

15.6 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

15.7 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.

15.8 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.

15.9 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal’s behalf.

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

RESOLUTION NO. 14-656

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR BEAUTIFUL SAVIOR LUTHERAN CHURCH:

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

WHEREAS, on May 27, 2014, a Ditch Maintenance Petition for Beautiful Savior Lutheran Church was filed with the Board of Commissioners of Delaware County (the “Board”), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 9, 2014

Beautiful Savior Lutheran Church located off of Home Road in Liberty Township; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$72,884.65. The drainage improvements are being constructed for the benefit of the lot(s) being created in the subject site. The developed area of 7.02 acres will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore \$10,382.43 per acre. An annual maintenance fee equal to 2% of this basis (\$207.65) will be collected for each acre of developed lot. The basis for calculating the maintenance assessment shall be reviewed and subject to revision every six (6) years. The first year’s assessment for all the lots in the amount of \$1,457.70 has been paid to Delaware County, receipt of which is hereby acknowledged.

Section 3: This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

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

RESOLUTION NO. 14-657

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

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

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

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

Permit #	Applicant	Location	Type of Work
U14-036	CenturyLink	Lewis Center Road	Bury fiber optic cable
U14-037	Consolidated Electric	Olentangy Schools	Construct fiber optic cable routes
U14-038	AT&T	From Morrow Co. Line to US 23 @ Green Meadows Drive	Bore and place innerducts
U14-039	Ohio Edison	Harriott/Concord Roads	Move line and poles for intersection project

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

RESOLUTION NO. 14-658

IN THE MATTER OF ACCEPTING AND AWARDING THE BID TO STAPLES ADVANTAGE FOR ITB #14-03 - OFFICE SUPPLIES FOR DELAWARE COUNTY:

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

WHEREAS, Delaware County received bids for office supplies for Delaware County on May 14, 2014. And;

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 9, 2014

WHEREAS, after carefully reviewing the bids received, the bid submitted by Staples Advantage has been determined to be the lowest and best bid.

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, accept and award the bid submitted by Staples Advantage for ITB #14-03 - Office Supplies for Delaware County as the lowest and best bid.

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

RESOLUTION NO. 14-659

IN THE MATTER OF DECLARING PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE AND THE INTENT OF SELLING SUCH PROPERTY VIA INTERNET AUCTION OR DISPOSAL OF PROPERTY OF NO VALUE:

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

WHEREAS, Delaware County has personal property not needed for public use, obsolete, or unfit for the use for which it was acquired; and

WHEREAS, Ohio Revised Code Section 307.12 (E) allows, by resolution the sale of such property by internet auction; and

WHEREAS, the Delaware County Board of Commissioners passed Resolution 12-79 on January 23, 2012, declaring its intent to sell such property by internet auction; and

WHEREAS, certain of such property may require a signature to transfer such property from the county to a buyer; and

WHEREAS, certain of such property may receive no bids during the internet auction and can be declared to be of no value;

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio, that the following property listed below be sold in the manner prescribed in Resolution 12-79 and the disposal or salvage of property that has no value. The President of the Board of Commissioners is hereby authorized to sign any documents needed to transfer such property on behalf of the Board.

<u>Item/Asset Type</u>	<u>Manufacturer/Model</u>	<u>Serial Number/Asset Number</u>
CAR	FORD, 03 CVPI 4.6L	2FAHP71W23X186601
CAR	FORD, 01 CVPI 4.6L	2FAFP71W71X160399
CAR	FORD, 01 CVPI 4.6L	2FAFP71W41X160389
CAR	FORD, 00 CVPI 4.6L	2FAFP71W0YX152655
CAR	FORD, 01 CVPI 4.6L	2FAFP71W91X160386
CAR	FORD, 04 CVPI 4.6L	2FAFP71W74X155238
CAR	CHEVY, 01 IMPALA 3.8L	2G1WF55KX19325397
SUV	CHEVY, 99 SUBURBAN K2500	1GNGK26JXXJ467460
BOX TRUCK	FORD, 90 ECONOLINE	1FDKE37H6LHB42555
PICKUP	FORD, 98 F250	1FTRF2764WNB50751

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

RESOLUTION NO. 14-660

IN THE MATTER OF APPROVING THE SUBMISSION OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR THE DRUG COURT DOCKET:

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

Grant #	2014-JG-D01-6923
Source:	Ohio Office of Criminal Justice Services
Grant Period:	January 1, 2015 to December 31, 2015
Federal Grant Amount:	\$ 42,941.03
Local Match:	<u>\$ 14,313.67</u>
Total Grant Amount:	\$ 57,254.70

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 9, 2014

The Grant funds a Drug Court probation officer who supervises the offenders placed on the Drug Court docket, this includes random drug testing, home visits, office visits and case plan development to ensure compliance, communicate with the Judge and docket team and coordinate information as needed

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

RESOLUTION NO. 14-661

IN THE MATTER OF APPROVING THE SUBMISSION OF THE BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR THE MENTAL HEALTH DOCKET:

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

Grant #	2014-JG-D01-6596
Source:	Ohio Office of Criminal Justice Services
Grant Period:	January 1, 2015 to December 31, 2015
Federal Grant Amount:	\$ 39,095.01
Local Match:	<u>\$ 13,031.67*</u> Split \$6,515.84 from Commissioners \$6,515.84from Del. Municipal Ct.
Total Grant Amount:	\$ 52,126.68

The Grant is a unique collaboration between Delaware Common Pleas and Municipal Court to initiate a Mental Health Court Docket. The courts will share a probation officer, and docket coordinator. The dockets primary purpose is to reduce the amount of time offenders with significant mental health issues spend in jail. The Mental Health Docket will not only reduce the use of the Delaware County Jail, it will reduce the impact on many social service agencies in the county.

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

RESOLUTION NO. 14-662

IN THE MATTER OF ACCEPTING THE AWARD OF THE COMMUNITY BASED CORRECTIONS PROGRAM 407 NON-RESIDENTIAL FELONY FOR ADULT COURT SERVICES:

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

WHEREAS, the Delaware County Adult Court Services has applied for and been awarded the Community Based Corrections Program 407 Non-Residential Felony for 2014: and

WHEREAS, the Grant will provide for two Intensive Supervision and one Electronic Monitoring officer, it will also provide funds to support these areas; and

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

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

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

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

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

Grant #	407
Source:	Ohio Department of rehabilitation and Correction
Grant Period:	July 1, 2014 to June 30, 2015
Federal Grant Amount:	\$165,732.00
Local Match:	<u>0.00</u>
Total Grant Amount:	\$165,732.00

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

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

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 9, 2014

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION
SUBSIDY GRANT A GREEZVIENT FOR
COMMUNITY-BASED CORRECTIONS PROGRAMS
NON-RESIDENTIAL FELONY

THIS GRANT AGREEMENT (hereinafter referred to as this Agreement) pursuant to authority in Section 5149.30 to 5149.36 of the Ohio Revised Code (hereinafter referred to as RC) is made and entered into by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as Grantor), 770 West Broad Street, Columbus, Ohio and Delaware County (hereinafter referred to as Grantee), 22 Court St., Delaware, Ohio, 43015. The Grantor and the Grantee are collectively known as the Parties and separately known as the Party.

WHEREAS, the Grantee has submitted a grant application to the Grantor, and

WHEREAS, the Grantor is authorized, pursuant to RC 5149.31, RC 5149.32, and RC 5149.36 to determine and award grant funds to assist local governments in community-based corrections program services that are designed to reduce or divert the number of persons committed to state penal institutions and/or detained in and/or committed to local corrections agencies.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties hereto agree as follows:

1. Funds: The Grantor awards to the Grantee the sum of One Hundred and Sixty-Five Thousand Seven Hundred and Thirty-Two Dollars (\$165,732.00) (hereinafter referred to as Funds), to be paid in four equal installments of \$41,433.00, for the initial term as set forth in paragraph number two of this Agreement. The Grantor will make payments of Funds by electronic fund transfer to the Grantee's designee. Such payments will be made during the first month of each quarter of the Grantor's fiscal year until the Funds have been expended. The program's tax identification number is 31-6400065. Total expenditures for Fiscal Year 2015 (07/01/2014 to 06/30/2015) will not in any case exceed \$165,732.00.

This Agreement is for the following programs:

<u>PROGRAM NAME</u>	<u>APPLICATION IDENTIFIER</u>	<u>AMOUNT</u>
ELECTRONIC MONITORING	EM-2015-app-DelaCpapd-00117	\$ 30,000.00
INTENSIVE SUPERVISION	ISP-2015-app-DelaCpapd-00118	\$135,732.00

If an above "Program Name" includes a title for Pre-Sentence Investigation (PSI) services, then the following requirements apply to PSI services:

- A. The Funds can be used to hire an employee(s) or independent contractor(s) to conduct PSI reports that meet the requirements of R.C. 2951.03. The employee(s) or independent contractor(s) shall only perform duties for the Grantee related to the completion of PSI reports and shall receive training and be certified for the Ohio Risk Assessment System (ORAS).
 - B. All completed PSI reports must be emailed, within 30 days, of the sentencing/disposition date, to the email account provided by the Grantor for uploading into the Grantor's PSI portal. An ORAS shall be completed for each PSI offender and placed into the automated ORAS.
2. **Term:** This Agreement is effective as of the date indicated on the "Community Based Correction Act Program Grant Approval" letter which is incorporated herein by reference. As the current Ohio General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire on June 30, 2015. Prior to the expiration of the initial term or any renewed term, Grantor may give written notice to the Grantee that this Agreement is being renewed and amended under the same term and conditions subject to an award of grant funds pursuant to Grantees application in response to Grantor's Community Correction Act Grant Application. Such renewal shall begin upon the expiration of the initial term or any renewed term, as applicable, and expire as set forth in an amendment to this Agreement.
3. **Appropriation:** The Funds are subject to Ohio General Assembly appropriation of the Grantor's proposed

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 9, 2014**

Community Non-Residential Felony Programs subsidy (407) budget amount for Fiscal Year 2015. The Parties agree that the Grantor may modify the Funds if such appropriation is less than the Grantor's proposal. The modified Funds shall be determined within the Grantor's discretion.

4. **Program Services:** During the term of this Agreement, the Grantee shall implement and be responsible for the program services as set forth in Grantee's applications (hereinafter referred to as Program Services) in response to Grantor's Community Correction Act Grant Application which are attached hereto and incorporated herein, in order to obtain Funds available through the Community Non-Residential Programs Subsidy. The comprehensive plan which is part of the Grantor's application is incorporated herein by reference. Any significant change or reduction in Program Services requires the prior written approval of the Grantor. In the event such change or such reduction is approved, the Grantor may make appropriate changes in the Funds.
5. **Termination:** If the Grantee desires to terminate the Program Services or its participation in this Agreement, the Grantee may do so upon sending written notice to the Grantor, including a resolution to that effect. In such event and in compliance with paragraph (F) of rule 5120:1-5-07 of the Ohio Administrative Code (OAC), the Grantee shall refund to the Grantor the Funds paid to the Grantee which represents funding for Program Services not yet rendered and return equipment, supplies, or other tangible property, as determined by a financial close-out audit completed by the Grantor.
6. **Staffing:** The Program Services' positions, salaries, and fringe benefits shall be as stated in the said application. None of the persons who will staff and operate the Program Services, including those who are receiving some or all of their salaries out of the Funds are employees or to be considered as employees of the Department of Rehabilitation and Correction.
7. **Dispute Resolution:** The Grantor's Bureau of Community Sanctions shall monitor Program Services during the term of this Agreement. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any dispute which arises out of or relates to this Agreement, or any breach of this Agreement. If not settled, the Grantee may engage the Grantor's Managing Director of Courts and Community for dispute resolution.
8. **Grant Manual:** The Grantee agrees to manage and account for Funds in accordance with the Grantor's "Community Corrections Act Program Grant Manual" which is incorporated herein by reference. The Grantee's Director of Program Services or designee shall be the fiscal agent to act on behalf of the Grantee and be responsible for fiscal oversight including monitoring and reviewing the expenditures of budgeted funds quarterly and tracking expenditures of Funds. Purchases made with the Funds shall be in accordance with county/state/municipal competitive bidding requirements.
9. **Local Funds:** RC 5149.33 prohibits a Grantee from reducing local funds it expends for Program Services. Grant funding shall be expended for Program Services in excess of those being made from local funds. Grant funding shall not be used to make capital improvements. If Grantee violates this paragraph, the Grantor may discontinue Funds to the Grantee pursuant to the process set forth in paragraph (D) of OAC rule 5120:1-5-07.
10. **Program Evaluation:** Pursuant to RC 5149.31, the Grantor shall evaluate the Program Services and establish means of measuring their effectiveness. Therefore, the Grantee shall prepare and submit to the Grantor the following reports:
 - A. Statistical records for the term of this Agreement in the format and frequency as established by the Grantor. To determine if the Program Services are achieving its stated goal and objectives, the Grantee agrees to submit, within fourteen calendar days, to the Grantor intake, termination, and reassessment data for each offender placed into its Program Services. The Grantee shall maintain internet access for data collection, reporting, and transmission into the Grantor's management information systems. The Grantee shall make available all necessary records for validation and audit of this data. It is agreed that the Grantee shall be provided with the results of the Grantor's review of the intake, termination, and reassessment data at time intervals determined by the Grantor. This section does not apply to pre-sentence investigation grants.
 - B. Quarterly Financial Reports and a Year-end Financial report. The quarterly reports shall include financial information for expenditures that relate to Program Services as set forth in paragraph (C) of OAC rule 5120:1-5-05 and be submitted thirty (30) days after the end of each quarter. The year-end report shall describe the achievements of the Program Services and is due by September 30, 2016.

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 9, 2014**

The Grantee shall cooperate with and provide any additional information as may be required by the Grantor in carrying out an evaluation of the Program Services. Failure to comply with any of these report requirements or other instructions for relevant information by the Grantor may result in the withholding of Funds until such time as Grantee so complies.

- 11. Compliance:** All expenditures made by the Grantee with Funds shall be governed by the laws of the State of Ohio, particularly RC 5149.31, RC 5149.32, RC 5149.33, and RC 5149.36. The Grantee shall comply with the rules of OAC Chapter 5120:1-5 (Community Based Corrections Program) which are applicable under this Agreement. If Grantee fails to so comply, the Grantor shall give the Grantee a reasonable period of time to come into such compliance. Grantee's failure to timely comply may be cause for the Grantor to terminate this Agreement or reduce Funds.

Furthermore, the Funds may be reduced or this Agreement terminated by the Grantor if either of the following circumstances applies:

- A. The quality and extent of the Program Services has been materially reduced from the level proposed in the Grantee's grant application; or
- B. There is a financial or fiscal audit disclosure involving misuse of Funds.

The Grantor's reason(s) for the intent to terminate this Agreement or reduce Funds shall be given, in writing, to the Grantee, no later than sixty (60) days, prior to the said termination or said reduction. The Grantee shall have thirty (30) days following the receipt of said notice to present a petition for reconsideration to the Grantor's Managing Director of Court and Community. Within thirty (30) days of receipt of that petition, the said Director shall respond, in writing, either approving the petition by continuing Funds or disapproving the petition and stating the reason(s) for the disapproval.

- 12. Conflicts of Interest and Ethics Compliance:** No personnel of Grantee or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Grantor in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Grantor shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

Grantee represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws and Executive Order No. 2007-01 S. Grantee further represents, warrants, and certifies that neither Grantee nor any of its employees will do any act that is inconsistent with such laws and Executive Order. The Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. The Governor's Executive Orders may be found by accessing the following website

<http://governor.ohio.gov/GovernorsOffice/ExecutiveOrdersDirectives/tabid/105/Default.aspx>.

- 13. Contract:** All contracts by the Grantee for Program Services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties' involved, state conditions for termination of the contract and be approved by the appropriate county officials before their implementation. A copy of such contract(s) shall be forwarded to the Bureau of Community Sanctions.
- 14. Finding for Recovery:** The Grantee warrants that it is not subject to an "unresolved" finding for recovery under R.O 9.24. If the warranty is deemed to be false, this Agreement is void ab initio and the Grantee must immediately repay to the Attorney General any Funds paid under this Agreement.

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 9, 2014

15. **Standards:** The Grantee shall comply with the standards for subsidy awards to municipal corporations and counties as set forth in R.C. 5149.31, R.C. 5149.36, and OAC rule 5120:1-5-06. In accordance with paragraphs (C) and (D) of OAC rule 5120:1-5-06, the intensive supervision, probation deviation cap shall be ten percent during the term of this Agreement, and if said cap is impermissibly exceeded then Funds shall be reduced.
16. **Certification of Funds:** It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either Party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, O.R.C. Section 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that Grantor gives Grantee written notice that such funds have been made available to Grantor by Grantors funding source.
17. **Compliance with Laws:** Grantee, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.
18. **Drug Free Workplace:** Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
19. **Campaign Contributions:** Grantee hereby certifies that all applicable parties listed in Divisions (I) (3) or (J) (3) of R.C. 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of R.C. 517.13
20. **Entire Agreement or Waiver:** This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties. A waiver by any Party of any breach or default by the other Party under this Agreement shall not constitute a continuing waiver by such Party of any subsequent act in breach of or in default hereunder.
21. **Notices:** All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.
22. **Headings:** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
23. **Severability:** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
24. **Controlling Law:** This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance hereunder.
25. **Successors and Assigns:** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.
26. **Finding for Recovery:** Grantee warrants that it is not subject to an "unresolved" under O.R.C. Section 9.24. If this warranty is found to be false, this Agreement is void ab initio and Grantee shall immediately repay to Grantor any funds paid under this Agreement.
27. **Prison Rape Elimination Act:** If the Program Services are residential services, the Grantee shall adopt and comply with the Prison Rape Elimination Act, National Standards to Prevent, Detect, and Respond to Prison Rape (28 C.F.R. Part 115). The Grantor shall monitor Grantee to ensure such compliance. The Grantor shall ensure that Grantee has been trained on their responsibilities under Grantor's Policy on sexual abuse and sexual harassment prevention, detection and response.
28. **Execution:** This Agreement is not binding upon Grantor unless executed in full.

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

RESOLUTION NO. 14-663

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 9, 2014

IN THE MATTER OF AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE OHIO DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES FOR JUVENILE COURT:

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

Grant: 99-2192-DCRT-T-15-0005
Source: Ohio Department of Mental Health and Addiction Services
Grant Period 7-1-14 thru 06-30-15

Grant Amount: OCJS	\$ 51,716.00
Local Match:	0
Total:	\$ 51,716.00

This grant pays for salaries and fringe benefits for the Drug Court Department Administrator.

Vote on Motion	Mr. Merrell	Aye	Mr. O'Brien	Aye	Mr. Stapleton	Aye
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RESOLUTION NO. 14-664

IN THE MATTER OF APPROVING THE SUB-GRANT AGREEMENT BETWEEN THE AREA 7 WORKFORCE INVESTMENT BOARD AND THE AREA 7 CHIEF ELECTED OFFICIALS CONSORTIUM AND THE WORKFORCE POLICY BOARD AND CHIEF ELECTED OFFICIALS OF SUB-GRANTEE DELAWARE:

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

Whereas, the Director of Jobs & Family Services recommends approval of the following sub-grant agreement;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following sub-grant agreement:

PY14 SUB-GRANT AGREEMENT

This agreement, entered into by and between the Area 7 Workforce Investment Board and the Area 7 Chief Elected Officials Consortium and the Workforce Policy Board and Chief Elected Officials of Sub-grantee Delaware County, herein referred to as Sub-Grantee, hereby establishes a Grantee/Sub-Grantee relationship between Area 7 and Sub-Grantee.

This agreement sets forth the terms under which the parties shall work together to provide comprehensive, business-driven workforce development services in coordination with such services throughout Workforce Investment Board Area 7.

All entities receiving United States Department of Labor Employment and Training Workforce Investment Act funds shall comply with the requirements and administer a program in accordance with the applicable federal regulations at 29 CFR Part 97 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments), and the additional policies and procedures contained in this document. Any violation of fiscal policies and procedures whether through monitoring or auditing activities will be resolved through procedures developed by the Area 7 Board. The principles and procedures contained herein are subject to change in order to comply with any changes in federal or state policies.

Montgomery County will be the fiscal agent for all of Area 7. As of July 1, 2004, Area 7’s sub-grantees will submit requests for funds to Montgomery County (hereinafter the “Fiscal Agent”) via expenditures and accruals reported in MIP. In addition, as of October 1, 2013, Area 7’s sub-grantees will submit the requests for funds in the CFIS Web WIA State system. The Fiscal Agent will then aggregate these requests and send one cash request to ODJFS. Upon receipt, ODJFS will send an electronic funds transfer for a single amount of money to the Fiscal Agent. The Fiscal Agent will then segregate and disburse the funds by sub-grantee according to the CFIS Web WIA draw requests. Sub-Grantee shall deposit its funds received from Area 7 into a separate Workforce Investment Act account/fund within the county.

The Fiscal Agent will track Sub-Grantee’s expenditures against a ceiling set by the Area 7 Board and the consortium of elected officials. The area will operate on a cost-reimbursement system that is compliant with 29 CFR 97.42. At the point in which Sub-Grantee reaches its ceiling for the year, the Fiscal Agent will cease to disburse funds to Sub-Grantee. Conversely, if Sub-Grantee is significantly under-spending, the Fiscal Agent will contact Sub-Grantee to identify the reason for the under-spending. The Fiscal Agent will seek to

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 9, 2014

assist Sub-Grantee with making full and efficient use of their funds. As a result, the Area 7 Board will remain informed of spending patterns and make any necessary policy recommendations.

The Area 7 Board may allocate funding to Sub-Grantee under this agreement for any allowable workforce development purposes, including but not limited to WIA formula funds, Rapid Response, National Emergency Grants (NEG), Ohio Works Incentive Program (OWIP), Veterans programs, various other Department of Labor grants, Ohio Department of Job and Family Services discretionary funds or other state programs, and other special project funds. Any such funds, less Area 7 administrative costs, shall be transmitted to Sub-Grantee through the Area 7 Fiscal Agent only after the Board (via the Area 7 Fiscal Agent) has sent an allocation letter stating the amount and the terms and conditions of the funding through the CFIS Web WIA system.

These sub-grants are awarded with federal funding and, therefore, are dependent upon the continuing receipt of such funding. Should all federal and state funds be terminated, this sub-grant agreement shall terminate as of the date the funding expires without further obligation of the awarding entity.

I. DUTIES OF THE AREA 7 BOARD

Under this agreement, the Area 7 Board shall be the awarding entity. The Board shall notify Sub-Grantee of the amount of its grant via an official allocation letter by distributing the funds through the CFIS Web WIA system. Any change in the grant amount or terms shall be subject to the same procedure.

The Area 7 Board shall be responsible for:

1. Planning

Prepare a strategic direction for Area 7 that is compliant with the Workforce Investment Act to do the following:

- ◆ Assess the general workforce needs of the area
- ◆ Set goals and parameters for meeting performance standards and continuous improvement
- ◆ Provide parameters to implement WIA Adult, Dislocated Worker, and Youth programs
- ◆ Include description of system coordination
- ◆ Include description of system coordination and sub-grant process

2. Policy Development

Develop and maintain policies for the following:

- a) Programs for Adults, Dislocated Workers, and Youth:
 - Definition of “serious barriers to employment” for Youth eligibility purposes
 - Determination of “limited funds” and priority of services for limited funds
 - Follow-up and post placement services
 - Identification and selection of eligible training providers and approval of Youth program providers
 - Incumbent Worker Training
 - Individual Training Accounts, including on-the-job training
 - RFP and contract guidelines
 - Self-sufficiency
 - Supportive services
- b) General Board Oversight:
 - Allocation and reallocation of funds
 - Complaint procedures
 - Negotiation of local MOUs and dealing with MOU impasse situations
 - OhioMeansJobs Center system structure
 - Oversight and monitoring
 - Selection, designation, and certification of OhioMeansJobs center operators
 - Other relevant topics

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 9, 2014**

- c) Sub-Grant Agreements
 - Develop format
 - Facilitate distribution and signing
 - Modify as necessary
 - Maintain and monitor
 - Ensure compliance

- d) Fiscal
 - Approve allocation formula methodology for sub-grantees
 - Establish and administer policy for reallocation within Area 7
 - Receive and monitor fiscal reports
 - Prepare budget for Board operation
 - Ensure cash management principles are followed by Fiscal Agent
 - Work with Fiscal Agent to release and account for funds, including grant closeout procedures, as required by WIA and ODJFS
 - Operate and carry out Area 7 functions within the budget adopted by the Area 7 Board, with agreement of the Area 7 Chief Elected Officials Consortium, and based on withholding a percentage of WIA funds from sub-grantees, upon the agreement of the Area 7 Board and the Consortium
 - Work with the Fiscal Agent to assist Sub-Grantee in making efficient and effective use of funds
 - Assist Sub-Grantee with resolution of audits or problems related to federal, state, or local funds
 - Area 7 Board staff shall be responsible for audit resolution in conjunction with the Area 7 Fiscal Agent and Sub-Grantee.
 - Instances of continuing noncompliance with program, fiscal, or policy requirements may result in withholding of funds from Sub-Grantee by agreement of the Area 7 Board and the Chief Elected Officials Consortium. Any such proposed action would be subject to redress through the dispute resolution process contained in this agreement.

3. Monitoring, Audits, and Audit Resolution

The Area 7 Board shall be responsible for monitoring, as required by WIA.

- ◆ Review monthly activity and monitoring reports
- ◆ Provide seminar opportunities for Sub-Grantee, when appropriate
- ◆ Negotiate performance standards with the state
- ◆ Provide for spot-checks and oversee any necessary corrective action
- ◆ Perform audits and monitoring to ensure compliance with all applicable federal, state, local laws, and board policies
- ◆ Provide audit resolution assistance and technical assistance necessary to resolve compliance findings
- ◆ All property and equipment purchased with federal and state funds will be obtained, maintained, and liquidated according to the applicable federal and state laws as set forth in 29 CFR 97.31 and 97.32

4. OhioMeansJobs Centers

- ◆ Provide guidance for OhioMeansJobs center “systems” (county groupings)
- ◆ Designate the county makeup of systems
- ◆ Provide information, technical assistance, and best practices to assist in continuous improvement efforts
- ◆ Provide oversight to ensure systems are maintained and operated
- ◆ Provide MOU format and guidelines for what must be included in local MOUs

5. Grant Applications

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 9, 2014**

- ◆ Review and act upon letters of support for federal and other grant applications on recommendation of Sub-Grantee or after consultation with affected councils
- ◆ Act as grant clearinghouse for Area 7
- ◆ Coordinate workforce development grant applications initiated by Sub-Grantee

6. Business Relation Functions

Provide business relation services, including:

- ◆ Coordination and referral of business inquiries which affect more than one Sub-Grantee
- ◆ Network with various contacts to further best practices

7. Youth Council

- ◆ Develop and operate the WIA Youth Council for Area 7
- ◆ Provide guidelines and coordination for Youth program activities
- ◆ Approve Youth providers

II. DUTIES OF SUB-GRANTEE

Under this agreement, Sub-Grantee will be responsible for establishing and operating comprehensive workforce development activities throughout Sub-Grantee's system, within the guidelines established by Area 7 and WIA. Sub-Grantee will carry out these duties through a partnership of chief elected officials.

Funds provided under this agreement must be expended in accordance with all applicable federal statutes, regulations, and policies, including those of WIA, the approved Area 7 Workforce Investment Act plan, and the negotiated federal and/or state performance levels.

Under guidelines developed by Area 7, Sub-Grantee shall:

1. General

- ◆ Establish and operate a WIA-compliant workforce development system, which provides services pursuant to WIA to eligible individuals and employers.
- ◆ Maintain a business-driven partnership in coordination with elected officials.
- ◆ Develop, submit, and monitor workforce investment plans as required by WIA and by Area 7.
- ◆ Administer Training Accounts (including OJTs) and Support Accounts within the guidelines established by the Area 7 Board, including the posting of all training and support accounts, as well as any expenses identifiable to an individual participant, in Gazelle.
- ◆ Follow established procedures and policies for approving and identifying eligible training providers, including youth program providers.
- ◆ Provide information for sharing best practices within Area 7.
- ◆ Provide services to employers and job seekers as required under WIA, including the tracking of self-service customers and core services, via SwipeIT.
- ◆ Report expenses paid using funds passed to Sub-Grantee by Area 7 for individual participants and non-participant ("n/a") costs in MIP and report to Fiscal Agent through CFIS Web WIA.
- ◆ Cooperate in the Area 7 and ODJFS complaint and appeals process regarding eligibility for services or terms and conditions of services rendered as required under WIA.

2. Audits and Monitoring

- ◆ Perform monitoring to ensure compliance with all applicable federal, state, local laws, and board policies.
- ◆ Cooperate with Area 7 staff to provide information and documentation necessary to resolve audit findings.
- ◆ Provide information and cooperate with Area 7 monitoring activities, including reporting performance activity, as required by federal law through the statewide reporting system.
- Access to records must be granted by Sub-Grantee to ODJFS, Area 7, DOL, or the Comptroller General of the United States for the purposes of audit, examination, excerpts, and transcriptions.

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 9, 2014**

- Records shall be retained as specified in 29 CFR 97.42 and Area 7 policy.
- Adhere to all applicable property management and equipment standards as set forth in 29 CFR 97.31 and 97.32.

3. OhioMeansJobs Center Operations

- ◆ Operate the OhioMeansJobs Center under Area 7 Board guidelines and submit changes in OhioMeansJobs Center operators to the Area 7 Board for approval.
- ◆ Negotiate system MOUs with local partners and submit to the Area 7 for approval.

4. Service Providers

- ◆ Review applications from training providers and submit to Area 7 for approval.
- ◆ Identify and select providers for youth activities and send to Area 7 Board for approval prior to contract. Follow law and state policy requirements for the bidding of youth program elements.

5. Fiscal

- ◆ Participate in reallocation process of WIA funds within Area 7.
- ◆ Follow systems and procedures for receipt, expenditure, and tracking of WIA funds in the MIP (Sage Fund Accounting) financial management system, as well as CFIS Web WIA.
- ◆ Program income shall be identified and spent only on allowable activities relating to the program under which the income was generated.
- ◆ Procurement shall be accomplished by Sub-Grantee in a manner consistent with federal, state, and Area 7 requirements.
- ◆ Agree to the withholding of funds from Sub-Grantee's WIA allocation for operation of Area 7, per agreement between the Area 7 Board and the Area 7 Chief Elected Officials Consortium.

6. Performance

Sub-Grantee shall meet or exceed the WIA Title I B PY 2014 common measures. Area 7 will review Sub-Grantee performance on a quarterly basis and provide technical assistance. If Sub-Grantee fails to meet any standard for the Program Year, Sub-Grantee may be required to submit a corrective action plan to Area 7 and work with Board staff to resolve any performance issues.

III. GENERAL TERMS

Liability

The Area 7 Board and its Chief Elected Officials Consortium shall have liability for proper use of the Area 7 administrative funds used for its direct operations.

Liability follows the WIA dollars sent to each Sub-Grantee. Audit exceptions and sanctions will be passed onto the causal sub-grantee, to the extent individual causation is documented. Otherwise, they will be distributed to all sub-grantees based upon each sub-grantee's percentage share of the total WIA annual allocation for Area 7.

Disputes

Any dispute which cannot be resolved between the Area 7 Board and Sub-Grantee shall be submitted to the Area 7 Chief Elected Officials Consortium, which shall issue a written decision. If any party is not satisfied with the decision, either may seek the services of the Ohio Commission on Dispute Resolution.

Certifications and Assurances

The Area 7 Board and all Sub-Grantees shall comply with applicable state and federal laws, including but not limited to: Drug Free Workplace, Federal debarment and suspension, Lobbying Activities Restrictions, Environmental Tobacco Smoke, Nondiscrimination and EEO, Clean Water Act, Ohio Ethics provisions, Conflict of Interest provisions, and Disaster Recovery Plans.

This agreement becomes effective upon July 1, 2014 or the date of signature, whichever is later, and shall be in effect through June 30, 2015.

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 9, 2014

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

RESOLUTION NO. 14-665

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 911 Emergency Communications recommends accepting the resignation of Michelle Belville from the 911 Department; effective May 30, 2014;

Therefore Be It Resolved, that the Board of Commissioners accept the resignation of Michelle Belville from the 911 Department; effective May 30, 2014.

 The Director of Job and Family Services recommends hiring Megan Rivers as a Social Services Worker III; effective June 16, 2014;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Megan Rivers as a Social Services Worker III; effective June 16, 2014.

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

PRESENTATION
CINDI BLAIR, INSURANCE RISK & WELLNESS
AND
KELSEY KUHLMAN, DELAWARE GENERAL HEALTH DISTRICT
STAIRWELL ENHANCEMENT PROJECT IN THE HAYES BUILDING

ADMINISTRATOR REPORTS
Tim Hansley
-Jon Melvin and I are attending the City Council meeting tonight to discuss the demolition of the Elk's Building
-Would like some feedback about the email sent Friday about talking to Chris Franzmann concerning the Outlet Mall

COMMISSIONERS' COMMITTEES REPORTS

RESOLUTION NO. 14-666

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF
EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION AND DEMOTION OF A PUBLIC
EMPLOYEE OR PUBLIC OFFICIAL AND FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to adjourn into Executive Session at 12:15PM.

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

RESOLUTION NO. 14-667

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to adjourn out of Executive Session at 1:50PM.

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

1:50PM Recessed (until 2:20PM)

1:50PM WORK SESSION
Presentation:
Glenn Marzluf, PE
General Manager / CEO
Del-Co Water Company, Inc.

RECONVENED AT 2:20PM

RESOLUTION NO. 14-668

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF
EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION AND DEMOTION OF A PUBLIC

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 9, 2014

EMPLOYEE OR PUBLIC OFFICIAL AND FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to adjourn into Executive Session at 2:20PM.

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

RESOLUTION NO. 14-669

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to adjourn out of Executive Session at 3:53PM.

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

*Mr. O'Brien was absent due to a previous engagement.

There being no further business, the meeting adjourned.

Gary Merrell

Ken O'Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners