

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 5, 2015

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

Present:
Gary Merrell, President
Ken O'Brien, Commissioner
Barb Lewis, Commissioner

RESOLUTION NO. 15-249

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 2, 2015:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on March 2, 2015; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

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

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 15-250

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0304:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0304 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
B&L Packrat	Snow Removal	10011105-5325	\$15,000.00
Worly Plumbing	Plumbing Repairs and Parts	10011105-5260	\$4,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R1502456	OTIS ELEVATOR CO INC	HAYES BLDG - ELEVATOR MAINTENANCE	40111402-5328	\$21,969.19

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 15-251

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Court of Common Pleas is requesting that Doug Missman, Erin Rohrer, Mark Taglione and Kim Wilson attend an Ohio Justice Alliance Symposium in Columbus, Ohio from March 19-20, 2015; at the cost of \$100.00 (fund number 25322312).

The 911 Communications Department is requesting that Patrick Brandt attend a National Emergency Number Association Conference in Denver, Colorado June 23-July 1, 2015; at the cost of \$4,408.00 (fund number 21411306).

The 911 Communications Department is requesting that Jeanette Adair, James Stambaugh, Kadi Scheeler, Debbie Johnson and Kathy Dulgar attend an on-line Association of Public Safety Communications Course May 6-June 16, 2015; at the cost of \$2,045.00 (fund number 21411306).

The 911 Communications Department is requesting that Jen Keck and Yvette Hatten attend an It's Your Ship-

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Leadership Public Safety Training Consultants in Dublin, Ohio March 17, 2015; at the cost of \$338.00 (fund number 21411306).

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-252

IN THE MATTER OF APPROVING A MAINTENANCE CONTRACT BETWEEN DELAWARE COUNTY BOARD OF COMMISSIONERS AND WINDSTREAM CORPORATION FOR THE 911 PHONE SYSTEM:

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

Whereas, the Interim 911 Emergency Communications Director recommend approval of the contract with Windstream Corporation for the 911 Phone System;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract with Windstream Corporation for the 911 Phone System.

(Copy of exhibits available in Commissioners' Office until no longer of Administrative value)

**WINDSTREAM
MAINTENANCE SCHEDULE A**

This Schedule is made pursuant to the Master Customer Equipment and Maintenance Agreement ("Agreement") between Delaware County Board of Commissioners ("Customer") and the Windstream legal entity that provides the Services to Customer ("Company"), dated February 13th, 2015 and is effective the date indicated below ("Commencement Date"), Unless otherwise defined herein, capitalized terms shall have the same meaning as defined in the Agreement. This Schedule shall constitute a separate agreement which incorporates the terms and conditions of the Agreement. The provisions of the Agreement shall control over any conflicting provisions in this Schedule, except to the extent that a provision of the Agreement specifically states that the Schedule may provide different terms. This Schedule may contain additional terms, provided that the terms do not conflict with the provisions of the Agreement.

Plan Selection: Customer acknowledges that it has reviewed Company's specific Maintenance offerings and chooses to subscribe to the Maintenance Service Plan ("Plan") below.

Contract

Commencement Date: January 01, 2015	Terminals included:
Windstream Support Term: 12 months	Other optional coverage:
Manufacturer's Support Term: 12 months	
Total Contract Value: \$55,319.00 includes first invoice for manufacturer's support	
Pricing valid sixty (60 days) from: February 13 TH , 2015	

Billing

Windstream Support: \$14,411.00 Billed annually
 Manufacturer's Support: \$40,908.00 Billed Annually

The Manufacturer's Support Fee is non-cancelable and will not be canceled or refunded for any reason. Manufacturer's Support contracts must be renewed prior to the due date from the manufacturer or a reinstatement fee that is equal to 25% of the annual manufacturer's contract amount will apply. Customer agrees to pay additional amount of reinstatement fee after expiration.

Term and Automatic Renewal: This Agreement shall become effective upon its execution by both parties. The initial term for the service plan will be noted in the Schedule and shall be non-cancelable. The Service plan will terminate at the end of the initial term and may be renewed with a Schedule signed by both parties agreeing to new price and term.

Pricing: Company reserves the right to increase Customer's payment amount no more than one (1) time per year based on moves, additions, and/or changes to CPE that substantially increase the station or port count. Ports are defined as the number of IP, digital, or analog end user devices ("Terminals"), voice mail ports, licenses and trunks equipped on the CPE. Company shall provide at least thirty (30) days' notice prior to such price increase becoming effective.

System Failure and Response Times:

- a. Each Plan provides guaranteed response times to Customer for major and minor malfunctions. Company shall use commercially reasonable efforts to respond to major malfunctions originating in the CPE (within 2 hours / within 4 hours / the next business day) after receiving notice of such malfunction from Customer. For minor malfunctions, Company shall use its commercially reasonable efforts to respond to malfunctions originating in the CPE within one (1) business day after notice thereof. Business day is defined as Monday through Friday, 8 am. to 5p.m. of Customer's applicable local time zone and excludes holidays observed by Company ("Holidays").
- b. Malfunction levels are defined as below:
 - i. Major - System failure resulting from the failure of twenty percent (20%) or more of all stations and/or

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SW SPT 04000-00176 ANA GW	1	SW SPT
		Monitoring & Response Support Fees
809800-14161	2	M&R 3,0 SVR SRVC
809800-14161	17	M&R 3.0 WKST SRVC
809800-16166	8	M&R IP DEV SRVC

Covered Equipment:

Customer Location
 Site Name: Orange Township Fire Department B Site ID: Site Mtce Fee:6,832.00
 Address: City: St: ZIP:

Customer-Owned Equipment Schedule

Material Code	city	Description
Site #107778		Site Name: Delaware County 911 OH Sentinel Patriot
04000-00176	3	SW SPT ANALOG GATEWAY 1YR
809800-07801	6	CPOST SW
809800-35036	6	PAT STATS
809800-14201	2	M&R SVR SRVC
809800-16166	3	M&R IP DEV SRVC

Master Customer Equipment and Maintenance Agreement

1814W. Tacoma, Broken Arrow, Oklahoma 74012-1406 1918-664-8200 (918-664-6876 (fax)

Customer	Billing Address
Delaware County Board of Commissioners	Delaware County Board of Commissioners Name
10 Court Street Street Address	10 Court Street Street Address
Delaware City county St ZIP	Delaware OH 43015 city county st ZIP
Contact Person Teleph	contact Person Telephone

MASTER CUSTOMER EQUIPMENT AND MAINTENANCE AGREEMENT

The parties to this Master Customer Equipment and Maintenance Agreement ("Agreement") are Delaware County Board of Commissioners ("Customer") and the Windstream legal entity that provides the Services to Customer under this Agreement ("Company"). The effective date of this Agreement is the date it is signed by the Customer ("Effective Date"). The purpose of this Agreement is to set forth the terms and conditions under which the Company will sell Customer Premises Equipment ("CPE") to Customer and provide maintenance services ("Maintenance") to Customer, if applicable (for convenience, Maintenance and CPE will be referred to herein collectively as "Services").

A. SERVICE SCHEDULES. For each engagement under this Agreement, the Services to be provided by Company will be described in a Service Schedule ("Schedule"). Each Schedule and each amendment thereto must be signed by both parties and must state that it is made pursuant to this Agreement. Each Schedule shall constitute a separate agreement which incorporates the terms and conditions of this Agreement. The provisions of this Agreement shall control over any conflicting provisions in a Schedule, except to the extent that a provision of this Agreement specifically states that a Schedule may provide different terms. A Schedule may contain additional terms, provided that the terms do not conflict with the provisions of this Agreement.

B. TERM AND AUTOMATIC RENEWAL. This Agreement shall be for the term set forth in the Schedule and the Service Plan shall terminate at the end of the term specified in the Schedule. The Service plan may be renewed with a new Schedule completed and signed by both parties agreeing to a new term.

C. PAYMENT TERMS. Unless a Schedule provides otherwise, fifty percent (50%) of Customer's CPE cost shall be paid by Customer on the Effective Date, prior to Company ordering such CPE. The remaining fifty percent (50%) of the Customer's CPE cost, in addition to any recurring and/or non-recurring Maintenance costs incurred by the Customer shall be paid within thirty (30) days of the invoice date. Customer is responsible for payment of all fees set out in a Schedule, plus all taxes, fees and surcharges associated with the Services, If Company does not receive full payment when due or does not receive payment in immediately available funds, Company will add a late payment fee to the amounts owed and will calculate such fee as the total owed times interest at the maximum rate allowable bylaw, and Company may terminate this Agreement.

D. EARLY TERMINATION CHARGES.

1. CPE: IF CUSTOMER TERMINATES THIS AGREEMENT OR ANY CPE SCHEDULE AFTER THE EFFECTIVE DATE AND AFTER COMPANY HAS ORDERED CPE (BUT PRIOR TO THE INSTALLATION OF SUCH CPE), CUSTOMER WILL PAY COMPANY PRE-INSTALLATION CANCELLATION CHARGE (CANCELLATION CHARGE) EQUAL TO SEVENTY-FIVE PERCENT

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(75%) OF THE CPE COST SET FORTH IN THE SCHEDULE AND COMPANY SHALL ALSO BE ENTITLED TO KEEP ANY AMOUNT PAID BY CUSTOMER PURSUANT TO SECTION C ABOVE.

E. DISPUTES. To dispute a bill, Customer must do so in good faith and provide Notice to Company of the specific basis for such dispute within thirty (30) days after the date on the bill. If Customer does not follow this dispute process, the dispute shall be deemed waived.

F. MAINTENANCE PLAN. Company offers various tiered Maintenance Service Plans ("Plans"). Customer's choice of Plan, if any, shall be indicated on a Schedule, where each Plan is further described. All work performed by Company for Customer shall be billed at Company's then current time and material rates for: 1) any services performed which Company deems as out of scope of the Agreement, or 2) for CPE not covered by a Plan under a Schedule.

G. LIMITED WARRANTY.

1. CPE. All assignable manufacturers' warranties applicable to CPE will be assigned to the Customer and will begin upon Customer's signature on the Certificate of Delivery and Acceptance. All CPE warranties are subject to, and limited by, the terms and conditions imposed by the written warranties extended by the respective manufacturers of the CPE. Any extended warranty available from the manufacturer of such CPE may be made available to the Customer.
2. Maintenance. All Maintenance performed by Company is described in the Schedule(s) and is warranted to be free of defects under normal use ("Defects") for ninety (90) days from the date such Maintenance is provided. Remedy for any Defects is limited to re-performance. Company shall be relieved of all obligations and liability if Customer fails to provide Notice of the Defect to Company within thirty (30) days after the Defect becomes reasonably apparent. No action, including, without limitation, contract and/or tort actions, relating to the Maintenance may be brought by the Customer more than one (1) year after the cause of action or same accrues.
3. NO OTHER WARRANTIES. THE WARRANTIES SET FORTH ABOVE, INCLUDING ANY TIME PERIOD BY WHICH THE WARRANTIES ARE EXTENDED BY AN EXTENDED WARRANTY PLAN, ARE EXCLUSIVE OF, IN LIEU OF, AND CUSTOMER HEREBY WAIVES, ANY AND ALL OTHER WARRANTIES, GUARANTEES, REMEDIES, OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. THE WARRANTIES ARE ONLY EFFECTIVE UPON CUSTOMER'S PAYMENT IN FULL OF ALL SUMS DUE TO COMPANY PURSUANT TO THE SCHEDULE AND CANNOT BE EXTENDED, ALTERED, OR VOIDED, EXCEPT BY A WRITTEN SCHEDULE SIGNED BY AN AUTHORIZED DESIGNEE OF COMPANY AND CUSTOMER,

H. TITLE AND RISK OF LOSS. Risk of loss passes to Customer on delivery by Company or manufacturer or such CPE to a common carrier for delivery to Customer or upon installation of such CPE at Customer's premises, whichever occurs earlier. Title to the CPE does not pass to either Customer or any third party financing the CPEs purchase on behalf of Customer until Company has been paid in full for such CPE.

I. LIMITATION OF LIABILITY. Except as set forth herein, in no event will Company be liable for any special, incidental, indirect, consequential, punitive or similar damages including but not limited to attorney's fees, loss of profits, business, or to the extent permitted by law, damages for injury to person or property or death. Company shall have no responsibility for, nor any other liability or warranty for, defects, damages or delays caused by the actions or inactions of persons or entities not affiliated with Company, or caused by, or attributable to any reason beyond Company's reasonable control including, but not limited to any acts of God, strikes, work stoppages, etc., or failure of Customer to provide Company with access to CPE or failure of Customer to provide Company with notice of malfunction, Company makes no warranty to prevent unauthorized use of the system, including toll fraud. Company shall not be liable for damages of any kind arising or resulting from unauthorized use of the system, including toll fraud.

J. CONDITIONS OF PREMISES, Customer warrants that the premises and conditions to be encountered by Company at the premises and in areas where work is to be performed shall: (i) be in compliance with all applicable laws, rules and regulations, (ii) be safe and non-hazardous, and (iii) not contain, present, or expose Company representatives to hazardous materials or substances. Customer shall at all times maintain a suitable environment in which the CPE can operate, including but not limited to, the necessary space to accommodate the CPE and the necessary power, heating and cooling, humidity and dust control as required by manufacturer specifications.

K. ASSIGNABILITY. Either party may assign this Agreement to an affiliate or acquirer of all or substantially all of its assets but Customer shall provide Company with Notice and complete all paperwork necessary to effectuate any change in ownership or other account changes. Otherwise, Customer may not assign its rights and obligations under this Agreement without Company's advance written consent.

L. GOVERNING LAW. This Agreement is subject to applicable federal law and the laws of the state in which the Services are provided, without regard to that state's conflict of laws principles. If this Agreement covers multiple states, then it is subject to Delaware law, without regard to its conflict of law principles.

M. END USER LICENSE AGREEMENT. If Customer's Services include third party software, Customer agrees to comply with the terms of any applicable end user license agreement posted at such third party's website prior to using the relevant Services.

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N. Notices. Until Company or Customer notifies each other of any new address, all Notices, requests and other communications hereunder ("Notice") shall be in writing and delivered personally or sent by prepaid registered or certified mail, return receipt requested, to the address identified herein.

Windstream Communications, Inc. 1814W Tacoma Street
Broken Arrow, OK 74012-1406 Attn: Contract Administration

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mrs. Lewis Aye

RESOLUTION NO. 15-253

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. O'Brien, seconded by Mrs. Lewis 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>
12 Port Combiner	Radio Frequency Systems SYS800-CSC-12-P	231862-001
12 Port Combiner	Radio Frequency Systems SYS800-CSC-12-P	231869-001
Flashwave 4100	Fujitsu	LMT2370
Flashwave 4100	Fujitsu	A04252
11 GHz Microwave Radio	Harris Constellation	A44924A3-A1
11 GHz Microwave Radio	Harris Constellation	A44924N-A1
6 GHz Microwave Radio	Harris Constellation	A44924J1-A1
6 GHz Microwave Radio	Harris Constellation	A44924F1-A1
6 GHz Microwave Radio	Harris Constellation	A44924E1-A1
6 GHz Microwave Radio	Harris Constellation	A44924K1-A1
6 GHz Microwave Radio	Harris Constellation	A44924M1-A1
6 GHz Microwave Radio	Harris Constellation	A44924D1-A1
6 GHz Microwave Radio	Harris Constellation	A44924B1-A1
6 GHz Microwave Radio	Harris Constellation	A44924A1-A1
6 GHz Microwave Radio	Harris Constellation	A44924A1-B1
6 GHz Microwave Radio	Harris Constellation	A44924G1-A1

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6 GHz Microwave Radio Harris Constellation A44924H1-A1

6 GHz Microwave Radio Harris Constellation A44924L1-A1

6 and 11 GHz Microwave Radio Spare Harris Constellation Parts

Vote on Motion Mrs. Lewis Aye Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 15-254

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

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

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

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

Delaware County Court of Common Pleas, Juvenile Division

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

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

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

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

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

IV-D Contract Terms:

1. **IV-D Contract Period:** The IV-D Contract is effective from 01/01/2015 through 12/31/2015, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: A hour of the Magistrates time spent on IV-D CSEA initiated or IV-D non-CSEA initiated cases.

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

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.
4. **IV-D Contract Costs:**
 - 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$109.12 per Unit of Service as determined

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by:

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

4B. Total IV-D Contract Cost: The Total IV-D Contract Cost is \$327,366.05

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

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

	Amount	Source
Non-Federal Share	\$111,304.46	Local Sources
FFP Reimbursement	\$216,061.59	
Total IV-D Contract Cost	\$327,366.05	

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

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

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

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

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

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

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

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

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

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11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.
15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
23. **Termination:** This IV-D Contract may be terminated:
 - 23A. By mutual agreement at any time after the date on which the two parties reach their decision.
 - 23B. If FFP reimbursement or the non-federal share designated for the purchase of services under

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this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.

- 23C.** If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
- 23D.** If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
- 23E.** If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
- 23F.** If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

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

- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

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

Delaware County Sheriff

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

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

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

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

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

IV-D Contract Terms:

- 1. IV-D Contract Period:** The IV-D Contract is effective from 01/01/2015 through 12/31/2015, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
- 2. Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: One hour of service provided by the Sheriff's Office for the Child Support Enforcement Agency including service of process and extradition if needed; investigation; execution of warrants; and security if needed.

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

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

10. **IV-D Contract Costs:**

4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$60.70 per Unit of Service as determined by:

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

4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$126,265.73

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

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

	Amount	Source
Non-Federal Share	\$42,930.35	Local Sources
FFP Reimbursement	\$83,335.38	
Total IV-D Contract Cost	\$126,265.73	

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

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

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

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

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

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

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

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

10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.
24. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
25. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
26. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
27. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
28. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
29. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
30. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.

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- 31. Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- 32. Termination:** This IV-D Contract may be terminated:
- 23A.** By mutual agreement at any time after the date on which the two parties reach their decision.
- 23B.** If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
- 23C.** If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
- 23D.** If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
- 23E.** If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
- 23F.** If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

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

- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

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

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-255

IN THE MATTER OF AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE STATE OF OHIO, DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MEDICAL SERVICES GRANT FOR THE TRAINING OF PERSONNEL AND THE PURCHASE OF EQUIPMENT USED FOR TRAINING AND EDUCATION:

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

WHEREAS, the Ohio Department of Public Safety ("ODPS") offers grants in support of emergency medical services to improve and enhance the outcomes of victims of trauma; and

WHEREAS, the Chief of Delaware County Emergency Medical Services ("DCEMS") recommends approval of this Resolution to authorize the submitting of an application for an ODPS reimbursement grant that would provide monetary resources to assist DCEMS in training, equipping, and improving availability, accessibility and quality of service, specifically to augment the DCEMS training program with books and study materials and to facilitate the DCEMS Training Outreach to aid in county-wide medical and trauma emergencies;

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NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby authorizes the submitting of an application for an ODPS grant for emergency medical services purposes as set forth herein.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. O'Brien Aye

RESOLUTION NO. 15-256

RESOLUTION OF NECESSITY FOR THE PURCHASE OF A MOTOR VEHICLE FOR THE USE OF THE DELAWARE COUNTY EMERGENCY MEDICAL SERVICES DEPARTMENT:

It was moved by Mr. O'Brien seconded by Mrs. Lewis to approve the following:

WHEREAS, pursuant to section 307.41 of the Revised Code, the Delaware County Board of Commissioners (the "Board") may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new vehicle to be used by the Board, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Board has before it a request from the Delaware County Emergency Medical Services Department ("EMS") to expend county monies for the purchase of one new ambulance vehicle; and

WHEREAS, an ambulance vehicle for Delaware County EMS is necessary to ensure that a sufficient number of ambulance vehicles are maintained to provide daily coverage; and

WHEREAS, the Board participates in the State of Ohio's cooperative purchasing program (the "Program"), and an ambulance vehicle is available for purchase through the Program;

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

Section 1. The Board hereby declares that a necessity exists to purchase one new ambulance vehicle for use by Delaware County Emergency Medical Services.

Section 2. The Board hereby declares that the make and model of the vehicle is a 2016 Horton Model 623 Type-1 ambulance, mounted on a Ford F-550 (4x2) chassis from Horton Emergency Vehicles, Inc., at a cost of \$194,342.53.

Section 3. The Board hereby declares that the purchase shall be in accordance with the Program, pursuant to the contract and terms and conditions set forth in State of Ohio Index # STS233, Contract number 800330, which is, by this reference, fully incorporated herein and of which the purchase order approved herein shall be made a part.

Section 4. The Board hereby approves a purchase order in the amount of \$194,342.53 to Horton Emergency Vehicles, Inc.

Section 5: The Board hereby approves the purchase and accompanying purchase order for the necessary lettering and safety striping from Columbus Signworks, LLC, at a cost of \$4348.00, the purchase and accompanying purchase order for the necessary radio communications equipment from B&C Communications at a cost of \$9693.00, and the purchase and accompanying purchase order for the installation of electronics from Hall Public Safety at a cost of \$691.95.

Section 6. This Resolution shall take immediate effect upon passage.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 15-257

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATIONS FOR JUVENILE COURT:

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

Supplemental Appropriations

27526315-5319 State Victim Asst. Grant/Reimbursements 6,172.00

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-258

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT AGREEMENT

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FOR VERONA FORCEMAIN IMPROVEMENTS:

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

Whereas, the Director of Environmental Services recommends approval of the agreement;

Therefore, Be It Resolved the Board of Commissioners approve the Sanitary Sewer Improvement Agreement for Verona Forcemain Improvements:

SANITARY SEWER IMPROVEMENTS AGREEMENT

Verona Forcemain Improvements

THIS AGREEMENT is made and entered into this 5th day of March, 2015 by and between S-K POWELL II, LLC, a Colorado limited liability company, 200 Spruce Street, Suite 200, Denver, Colorado 80230, and S-K POWELL OWNER, LLC, a Delaware limited liability company, 200 Spruce Street, Suite 200, Denver, Colorado 80230 (collectively referred to as the "DEVELOPER"), and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("COUNTY"). This agreement is governed by the following considerations and conditions, to wit:

Sanitary Sewer Improvements known as the **Verona Forcemain Improvements** ("IMPROVEMENTS") are proposed by the DEVELOPER. The IMPROVEMENTS include the construction of a force main to divert flow coming from the Seldom Seen Pump Station, which is currently tributary to the Leatherlips Pump Station, to the Golf Village Pump Station.

Construction of the IMPROVEMENTS will divert flow equating to **95** single family equivalent residential units (ERU) currently connected and tributary to the Leatherlips Pump Station. Therefore, based on this AGREEMENT, there are 95 ERU connections made available for use by DEVELOPER and certain other landowners for approved development projects in the Sawmill Parkway Corridor south of Seldom Seen Road which are also tributary to the Leatherlips Pump Station. Capacity reservation for such landowners is considered applicable to this agreement because the IMPROVEMENTS will intercept and divert upstream flow in an amount equivalent to the capacity reservation. Capacity for the 95 ERU is not guaranteed until the IMPROVEMENTS are accepted by the COUNTY. The DEVELOPER agrees and understands that any temporary capacity at 2.3 units per acre that may be assigned to the DEVELOPER's property can be used by said certain other landowners prior to IMPROVEMENTS being constructed.

Said DEVELOPER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for the IMPROVEMENTS, all of which are a part of this AGREEMENT. The DEVELOPER shall pay the entire cost and expense of said improvements.

DEVELOPER shall execute a bond, certified check, irrevocable letter of credit, or other approved financial warranties in the amount of **\$900,000.00** which is the estimated cost of construction which is acceptable to the COUNTY to insure faithful performance of this AGREEMENT and the completion of all IMPROVEMENTS in accordance with the Regulations of Delaware County, Ohio. Notwithstanding any other provision of this AGREEMENT, the COUNTY shall have no obligation to construct any of the IMPROVEMENTS, and any construction thereof on the part of the COUNTY shall be strictly permissive and within the COUNTY's sole discretion.

In consideration of DEVELOPER's execution of this AGREEMENT and posting of financial assurance in a form acceptable to the COUNTY to ensure completion of the IMPROVEMENTS, the COUNTY COMMISSIONERS hereby authorize and direct the Sanitary Engineer to issue sewer tap permits to DEVELOPER, Ganzhorn and Tide Dry Cleaners for connection to the sanitary sewer in the customary manner, in accordance with applicable technical specifications and upon payment of applicable fees.

COMMITMENT OF PARTIES TO BENCHMARK PERFORMANCE DATES

The DEVELOPER and the DELAWARE COUNTY SANITARY ENGINEER shall use their best efforts to meet the following benchmark performance dates to complete the project as expeditiously as possible:

- The DEVELOPER submitted complete and final engineering plans for the IMPROVEMENTS in an acceptable and approvable format to the Delaware County Sanitary Engineer on January 30, 2015.
- The Delaware County Sanitary Engineer shall review this first submittal of the final engineering plans for IMPROVEMENTS within 30 calendar days of receiving said plans, on or about March 2, 2015.
- Subsequent reviews shall be completed in an expedited time frame, within 20 calendar days of receiving said plans.
- The Sanitary Engineer agrees to cooperate with the DEVELOPER and the design consultant to resolve any comments to final plans in order to approve the IMPROVEMENTS without undue delay. The goal is for the Sanitary Engineer to approve the final engineering within

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three submittals and reviews; however, the plans must meet all requirements of the Sanitary Engineer before such approval will be given.

- The COUNTY agrees to provide a Letter of Support for the IMPROVEMENTS so that the PTI can be submitted for concurrent review by the Ohio EPA.
- The DEVELOPER shall commence construction on the approved IMPROVEMENTS within 30 days of receiving all permits and approvals by appropriate review agencies

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

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

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

The DEVELOPER and the COUNTY further agree that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract. The COUNTY shall provide written notice of any breach to the DEVELOPER, and the DEVELOPER shall have a period of thirty (30) calendar days in which to cure the breach. For the DEVELOPER's uncured breach the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements.

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the DEVELOPER shall pay the DELAWARE COUNTY SANITARY ENGINEER three and one-half percent (3½%) of the estimated construction cost of the IMPROVEMENTS for plan review (**\$31,500.00**). The DEVELOPER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of (**\$45,000.00**) estimated to be necessary to pay the cost of inspection for **Verona Forcemain Improvements** by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the DEVELOPER and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of \$1200.00 or less, as a result of charges against the same at the rate of:

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

for time spent by said SANITARY ENGINEER or his or her staff, the DEVELOPER shall make an additional deposit of \$1200.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the DEVELOPER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

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

The DEVELOPER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the DEVELOPER. Unless otherwise approved by the DELAWARE COUNTY SANITARY ENGINEER, all public sanitary sewers, force mains and private laterals to and through offsite properties shall have a recorded permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be approved by the DELAWARE COUNTY SANITARY ENGINEER. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the DELAWARE COUNTY SANITARY ENGINEER before a preconstruction meeting will be permitted and

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before construction may begin on the IMPROVEMENTS. All offsite easements must be recorded prior to signing the plans unless otherwise permitted by the SANITARY ENGINEER. Notwithstanding the foregoing, the COUNTY and DEVELOPER have agreed that a portion of the project alignment identified on the final approved construction plans shall be allowed in existing road rights of way, provided however the County shall first consult the Delaware County Engineer to minimize interference with existing road improvements and the use thereof by the traveling public.

If, due to unforeseen circumstances during construction activities, the DEVELOPER must install the proposed sanitary sewer force mains in a different location than shown on the approved and signed construction plans, the DEVELOPER shall request a revision to the construction plans and the SANITARY ENGINEER shall evaluate this request. If the request for a revision is approved in writing by the SANITARY ENGINEER, DEVELOPER shall provide and record revised permanent, exclusive sanitary sewer easements prior to the COUNTY'S acceptance of the sewer. The language and dimensions of the revised permanent exclusive sanitary sewer easements shall be acceptable to the SANITARY ENGINEER.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same, subject to the DEVELOPER'S maintenance bond requirement as set forth herein.

After said acceptance, the capacity charge and any surcharges shall be paid by any applicant upon request to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect to the sanitary sewer.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

The DEVELOPER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the COUNTY a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the final construction cost. During the five (5) year maintenance period, the DEVELOPER shall perform all maintenance of the IMPROVEMENTS as required by the SANITARY ENGINEER, and the COUNTY may take any lawful action against the maintenance bond or other approved financial warranties in the event the DEVELOPER fails to perform such maintenance within the time period established by the SANITARY ENGINEER.

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

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

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

Vote on Motion Mr. Merrell Aye Mr. O'Brien Abstain Mrs. Lewis Aye

RESOLUTION NO. 15-259

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATIONS FOR

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 5, 2015**

ENVIRONMENTAL SERVICES:

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

Supplemental Appropriations						Amount
66211911 – 5301			SRF Northstar/Contracted Services			40,000.00
Vote on Motion	Mrs. Lewis	Aye	Mr. O'Brien	Aye	Mr. Merrell	Aye

RESOLUTION NO. 15-260

IN THE MATTER OF AUTHORIZING PUBLICATION OF A NOTICE OF INTENT TO REQUEST A RELEASE OF FEDERAL FUNDS (NOI/RROF) FOR PY2014 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDED ACTIVITIES:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") approved activity funding, per Resolution 14-1479 (CDBG Grant B-F-14-1AT-1), for Ashley Villa Public Rehabilitation (Grant Activity 1), Delaware STEP Public Services (Grant Activity 2), Galena Village Public Rehabilitation (Grant Activity 3), Village of Ashley Fire Protection Facilities and Equipment (Grant Activity 4), and fair housing (Grant Activity 5); and

WHEREAS, prior to activity funding, an Environmental Review Record (ERR) must be completed that documents each activity's positive and negative social, economic and environmental impacts; and

WHEREAS, the Economic Development Coordinator completed an ERR for each of the planned program activities, and each planned program activity was determined to be Categorically Excluded, per 24 CFR 58.35, or Exempt, per 24 CFR 58.34 (a) (12). (Categorical exclusions and exempt activities do not involve significant environmental impacts); and

WHEREAS, following the activity determination to be Categorically Excluded, an NOI/RROF must be published one time for a seven day public comment period in a local newspaper of general circulation and paid subscription; and

WHEREAS, following the local public comment period, the NOI/RROF must be submitted to the Ohio Development Services Agency (ODSA). ODSA reviews for completeness and publishes for further public comment. Once ODSA processing requirements are completed, an Environmental Release is sent to the chief executive officer authorizing activity funding to begin; and

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

The Board hereby approves the publication of the following NOI/RROF in the Delaware Gazette on March 12, 2015, then following a seven day public comment period, the Economic Development Coordinator is authorized to forward the published NOI/RROF to the Ohio Development Services Agency.

PUBLIC NOTICE
NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS (NOI/RROF)

Date of Publication
March 12, 2015

Gary Merrell, President
Delaware County Board of Commissioners
101 N. Sandusky St.
Delaware, Ohio 43015
(740) 833-2100

To All Interested Persons, Agencies, and Groups:

On or about, but not before, March 23, 2015, the Delaware County Board of Commissioners will submit a request to the State of Ohio for the release of Federal funds under Section 104 (g) of Title I of the Housing and Community Development Act of 1974, as amended; Section 288 of Title II of the Cranston Gonzales National Affordable Housing Act (NAHA), as amended; and/or Title IV of the Stewart B. McKinney Homeless Assistance Act, as amended; to be used for the following project:

Galena Village Hall ADA Restrooms
PY2014 CDBG Community Development Allocation Program
Three Restrooms will be modified for ADA compliance at the Galena Village Hall, Single Year Project
Village of Galena 109 Harrison St., Galena, Ohio 43021

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
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Estimated cost of project \$105,000.00

The Delaware County Board of Commissioners has prepared an Environmental Review Record (ERR) for each of the projects listed above. The ERR documents the environmental review of the project. The ERR is on file and available for the public's examination and copying, upon request, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday (except holidays) at the above address.

The Delaware County Board of Commissioners plans to undertake the project described above with the Federal funds cited above. Any interested person, agency, or group wishing to comment on the project may submit written comments for consideration to the Delaware County Board of Commissioners at the above listed address prior to March 23, 2015.

The Delaware County Board of Commissioners certifies to the State of Ohio that Gary Merrell, in his/her capacity as President of the Board of County Commissioners, consents to accept the jurisdiction of Federal courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied.

The legal effect of the certification is that upon its approval, the Delaware County Board of Commissioners may use the Federal funds, and the State of Ohio will have satisfied its responsibilities under the National Environmental Policy Act of 1969, as amended.

The State of Ohio will accept an objection to its approval of the release of funds and acceptance of the certification only if it is on one of the following grounds: (a) the certification was not, in fact, executed by the responsible entity's Certifying Officer; (b) the responsible entity has failed to make one of the two findings pursuant to Section 58.40 or to make the written determination required by section 58.35, 58.47, or 58.53 for the project, as applicable; c) the responsible entity has omitted one or more of the steps set forth at subpart E of 24 CFR Part 58 for the preparation, publication, and completion of an Environmental Assessment; d) the responsible entity has omitted one or more of the steps set forth at subparts F and G of 24 CFR Part 58 for the conduct, preparation, publication, and completion of an Environmental Impact Statement; e) the recipient has committed funds or incurred costs not authorized by 24 CFR Part 58 before release of funds and approval of the environmental certification by the State; or f) another federal agency, acting pursuant to 40 CFR Part 1504, has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality.

Written objections must meet the conditions and procedures set forth in subpart H of 24 CFR Part 58, and be addressed to: State of Ohio Development Services Agency; Office of Community Development; Environmental Officer; P. O. Box 1001; Columbus, Ohio 43216-1001.

Objections to the Release of Funds on bases other than those stated above will not be considered by the State of Ohio. No objections received after April 10, 2015 (which is 15 days after it is anticipated that the State will receive a request for release of funds) will be considered by the State of Ohio.

The address of the certifying officer is:

Gary Merrell, President, Delaware County Board of Commissioners
101 N. Sandusky St., Delaware, Ohio 43015

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

ADMINISTRATOR REPORTS

Tim Hansley
-No reports

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis
-No reports

Commissioner O'Brien
-There will be a Family and Children's First Council meeting next week followed by a Powell Chamber event

Commissioner Merrell
-No reports

RESOLUTION NO. 15-261

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR IMMINENT LITIGATION AND FOR THE CONSIDERATION OF PURCHASE OF PROPERTY FOR PUBLIC PURPOSES:

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 5, 2015**

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to adjourn into Executive Session at 9:58 AM.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. O'Brien Aye

RESOLUTION NO. 15-262

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to adjourn out of Executive Session at 11:40 AM.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. O'Brien Aye

There being no further business, the meeting adjourned.

Gary Merrell

Ken O'Brien

Barb Lewis

Jennifer Walraven, Clerk to the Commissioners