

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 21, 2015

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

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

RESOLUTION NO. 15-595

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 14, 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 May 14, 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

George Kaitsa, County Auditor

RESOLUTION NO. 15-596

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0520, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0520 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0520:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0520, memo transfers in batch numbers MTAPR0520, Procurement Card Payments in batch number PCAPR0520 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Facilities Department	CSEA reimbursements	23711630-5331	\$ 6,000.00
Commissioners	Job and Family cost	22411605-5380	\$ 104,401.50

<u>CPR Number</u>	<u>Vendor Name</u>	<u>Line Desc</u>	<u>Line Account</u>	<u>Amount</u>	<u>Line</u>
R1503427	DESIGN BUILD SOLUTIONS INC	RE-ROOF OLD VENTED NAIL BASE ON SOUTH BLOWER	66711901 - 5410	\$228,277.05	0001
R1503465	RF VALVES INC	AIR RELEASE VALVES FOR FORCE MAINS	66211903 - 5260	\$ 14,497.50	0001
R1503465	RF VALVES INC	AIR RELEASE VALVES FOR FORCE MAINS	66211904 - 5260	\$ 14,497.50	0002
R1503472	DELAWARE AREA CAREER CENTER	ABLE	22411601 - 5348	\$ 22,596.00	0001
R1503557	CERTIFIED LABORATORIES	OPERATING SUPPLIES - RSD	66211901 - 5201	\$ 10,186.22	0001

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

RESOLUTION NO. 15-597

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 21, 2015

The Commissioners Office is recommending that Si Kille attend a Bond Rating Meeting in Chicago, Illinois May 19-20, 2015; at the cost of \$70.00 (fund number 10011102-5300).

The County Auditor is requesting that Jason Montgomery attend an OnBase-System Admin Training class in Westlake, Ohio from June 15-19, 2015 at the cost of \$3620.00 (fund number 10010101).

The Court of Common Pleas is requesting that Scott Ritter, Erin Rohrer, Ryan Swinehart and Laurie Winbigler attend a PTSD Course in Columbus, OH on June 26, 2015 at the cost of \$200.00 (fund numbers 25322312 and 25422301).

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

RESOLUTION NO. 15-598

IN THE MATTER OF GRANTING THE ANNEXATION PETITION OF 1.243 ACRES OF LAND IN ORANGE TOWNSHIP TO THE CITY OF WESTERVILLE:

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

Whereas, on April 22, 2015, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Amy K. Kuhn, agent for the petitioners, of 1.243 acres, more or less, in Orange Township to the City of Westerville; and

Whereas, ORC Section 709.023-Expedited Type 2 Annexation Petition; Petitions By All Property Owners With Or Without Consent of Municipality & Township(s) – If the Municipality or Township does not file an objection within 25 days after filing of annexation, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation; and

Whereas, 25 days have passed and the Clerk of the Board has not received an objection from the City of Westerville or the Township of Orange;

Therefore, Be It Resolved, the Delaware County Board of Commissioners grants the annexation petition request to annex 1.243 acres, more or less, in Orange Township to the City of Westerville.

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

RESOLUTION NO. 15-599

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, THOMAS L. HART, WITH ISAAC, WILES, BURKHOLDER & TEETOR LLC. REQUESTING ANNEXATION OF 43.8 ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF POWELL:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to acknowledge that on May 14, 2015, the Clerk to the Board of Commissioners received an annexation petition request to annex 43.8 acres from Liberty Township to the City of Powell.

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

RESOLUTION NO. 15-600

IN THE MATTER OF GRANTING THE ANNEXATION PETITION OF 113.59 ACRES FROM LIBERTY TOWNSHIP TO THE CITY OF POWELL:

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

WHEREAS, on May 19, 2015, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by David W. Fisher, agent for the petitioner, Verona, LLC, of 113.59 acres, more or less, in Liberty Township to the City of Powell; and

WHEREAS, pursuant to section 709.022 of the Revised Code, upon receipt of the petition and a certified copy of the applicable agreement, the board of county commissioners, at the board's next regular session, shall enter upon its journal a resolution granting the annexation;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby grants the annexation petition to annex 113.59 acres, more or less, in Liberty Township to the City of Powell;

BE IT FURTHER RESOLVED that the Delaware County Board of Commissioners hereby directs the Clerk of the Board to deliver a certified copy of the entire record of the annexation proceedings, including all resolutions of the Board, signed by a majority of the members of the Board, the petition, map, and all other papers on file, and the recording of the proceedings, if a copy is available, to the auditor or clerk of the City of

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 21, 2015**

Powell.

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

RESOLUTION NO. 15-601

IN THE MATTER OF SCHEDULING A JOINT DELAWARE COUNTY /DELAWARE CITY SESSION FOR 7:00P.M. ON MONDAY JUNE 1, 2015:

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

Whereas, The Delaware County Commissioners and the Delaware City Council wish to meet in a joint session, and

Whereas, a joint session will occur on Monday June 1, 2015 at 7:00p.m. at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio, in the meeting room, first floor.

Therefore be it resolved, on Monday June 1, 2015 the Delaware County Commissioners will hold their regularly scheduled session at 9:30a.m. (in the Commissioners' Hearing Room), and participate and attend a special joint session with The Delaware City Council at 7:00p.m. at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio, in the meeting room, first floor.

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

RESOLUTION NO. 15-602

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS DECLARING AN EXCEPTION TO RESOLUTION NO. 09-04 (ALLOWING FOR THE LIVE STREAMING OF COMMISSIONERS SESSIONS FOR THE BOARD OF COMMISSIONERS):

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

Whereas, resolution NO. 09-04 addresses the live streaming of the sessions for the Delaware County Board of Commissioners; and

Whereas, the Board wishes to make an exception to resolution NO. 09-04 for the June 1, 2015 special joint session with The Delaware City Council;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO:

Section 1. The Clerk of the Board is hereby directed to maintain a full record of the Board's June 1, 2015 special joint session with The Delaware City Council, by electronic means, except that only the audio of the Board's June 1, 2015 special joint session with The Delaware City Council shall be recorded and shall constitute the official minutes of the June 1, 2015 special joint session with The Delaware City Council. The special joint session with The Delaware City Council will not be broadcast by live streaming. Minutes taken from the special joint session with The Delaware City Council shall be subject to approval, in accordance with section 305.11 of the Revised Code.

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

RESOLUTION NO. 15-603

IN THE MATTER OF ACCEPTING THE TREASURER'S REPORT FOR THE MONTH OF APRIL 2015:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to accept the Treasurer's Report for the month of April 2015.

(Copy available for review at the Commissioners' Office until no longer of administrative value.)

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

RESOLUTION NO. 15-604

RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF AUTOMOBILES FOR THE USE OF THE COUNTY COMMISSIONERS; ANY COUNTY DEPARTMENT, BOARD, COMMISSION, OFFICE OR AGENCY; OR ANY ELECTED COUNTY OFFICIAL OR HIS OR HER EMPLOYEES:

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

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 21, 2015

WHEREAS, 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 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 Auditor to expend county monies for the purchase of one used vehicle for the County Auditor's Office; and

WHEREAS, the Delaware County Auditor is recommending the purchase of one used 2010 Ford Expedition;

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

Section 1. The Board hereby declares that a necessity exists to purchase one used vehicle for the Delaware County Auditor's office for use by the Weights and Measures Inspectors and to be used with the gas pump trailer for the testing of gas pumps.

Section 2. The Board hereby declares that the make and model of such vehicle is one used 2010 Ford Expedition for a total price of \$9,925.00 to be purchased from the State of Ohio, Department of Administrative Services, State Surplus Program.

Section 3. The Board hereby approves a purchase order request for a total of \$9,925.00 to the Treasurer State of Ohio from 41711436-5450.

Section 4. This Resolution shall take immediate effect upon passage.

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

RESOLUTION NO. 15-605

IN THE MATTER OF PROCURING MAINTENANCE SERVICES FOR THE DELAWARE COUNTY SHERIFF'S OFFICE FOR PANASONIC ARBITRATOR SOFTWARE:

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

WHEREAS, the Delaware County Sheriff's Office has expressed a need for maintenance services for Panasonic Arbitrator Software, which is used for recording video in the stations and in the vehicles; and

WHEREAS, the required maintenance services are available for procurement through the State of Ohio's cooperative purchasing program (the "Program"); and

WHEREAS, the Board of County Commissioners (the "Board") is a member of the Program and wishes to procure the maintenance services through the Program;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO:

Section 1. The Board hereby declares that it is necessary to expend county monies for the procurement of maintenance services to be used by the County Sheriff or his employees to maintain equipment that will ensure optimal service, safety, and security for the citizens of Delaware County.

Section 2. The Board hereby approves the procurement of maintenance services that will be in effect until February 25, 2016.

Section 3. The Board hereby declares that the procurement of maintenance services shall be in accordance with the Program, pursuant to the contract and terms and conditions set forth in STS-033, Contract # 534177, which is, by this reference, fully incorporated herein and of which the purchase orders approved herein shall be made a part.

Section 4. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the County Sheriff and the County Auditor.

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

RESOLUTION NO. 15-606

IN THE MATTER OF APPROVING THE SUBGRANT AGREEMENT BETWEEN THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES, THE OHIO DEPARTMENT OF MEDICAID AND THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS:

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

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 21, 2015**

Whereas, the Director of Job and Family Services recommends approval of the following subgrant agreement;

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

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT
G-1617-11-5504**

RECITALS:

This Subgrant Agreement is entered into between the Ohio Department of Job and Family Services (hereinafter referred to as "ODJFS"), the Ohio Department of Medicaid (hereinafter referred to as "ODM"), the Delaware County Board of County Commissioners (hereinafter referred to as "Board") in accordance with Sections 30798, 5101.21, and 5160.30 Ohio Revised Code (ORC).

The intent of this Subgrant Agreement is to establish between ODJFS, ODM and the Board the relationship of two "pass-through entities" and a "subrecipient" as those terms are used in OMB 2 CFR 200, promulgated by the United States Office of Management and Budget (OMB).

This Subgrant Agreement is applicable to all subawards by ODJFS to Delaware County for the operation of the Delaware county department of job and family services (CDJFS) that performs all CDJFS duties set forth in ORC Section 329.04, and all public children services agency (PCSA) duties. It is not applicable to subawards relating to any duties assigned to a child support enforcement agency (CSEA); nor is it applicable to subawards funded or authorized by the Workforce Investment Act (WIA), the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight. Subawards subject to this Subgrant Agreement include all subawards of grant awards to the State of Ohio by the United States Department of Health and Human Services (DHHS) and the United States Department of Agriculture (USDA). Subawards subject to this Subgrant Agreement are not for research and development purposes.

DEFINITIONS:

- A. "County family services agency" means a county department of job and family services, a public children services agency and a child support enforcement agency, as designated by the board of county commissioners in ORC Section 307.981. County family services agency also means a joint CDJFS formed by a written agreement entered into between boards of county commissioners as described in ORC Section 329.40.
- B. "Departments" means ODJFS and ODM relative to this three-way Subgrant Agreement.
- C. "Family services duty" means a duty required by state law allowing a county family services agency to perform all financial and administrative functions associated with the performances of those duties. Family services duty does not include duties or activities funded or authorized by the Workforce Investment Act ("WIA"), the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight.
- D. "Financial assistance" means all cash, reimbursements, allocations of funds, cash draws, and property that is provided by ODJFS to a county family services agency. All requirements in this Subgrant Agreement related to financial assistance also apply to any money used by the county to match state or federal funds.
- E. "State and federal laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the ORC, uncodified law included in an Act, Ohio Administrative Code (OAC) rules, any Treasury State Agreement or state plan, any OMB circulars that a federal statute or regulation has made applicable to state and local governments, and any Governor's Executive Orders to the extent that they apply to counties. The term "state and federal laws" not only includes all state and federal laws existing on the effective date of this Subgrant Agreement, but also those state and federal laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Agreement.
- F. "Subgrantee" has the same meaning as "county grantee," as that term is defined in ORC Section 5101.21 (A) (1).
- G. "Subgrant agreement" has the same meaning as "grant agreement," as that term is defined in ORC Section 5101.21 (A) (6).

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

- A. The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by the Delaware CDJFS/PCSA.
- B. This Subgrant Agreement is entered into by the Board on behalf of Delaware County and of the Delaware CDJFS/PCSA (hereinafter collectively referred to as "Subgrantee").

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 21, 2015**

ARTICLE II. STATUTORY AUTHORITY OF DEPARTMENTS

As pass-through entities under OMB 2 CFR 200 (Uniform Guidance), the Departments may:

- A. Provide financial assistance to the Subgrantee in accordance with this Subgrant Agreement and state and federal laws.
- B. Provide annual financial, administrative, or other incentive awards to the Subgrantee subject to ORC Section 5101.23.
- C. Monitor the Subgrantee to obtain reasonable assurance that the financial assistance provided pursuant to this Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- D. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding provided under this Subgrant Agreement.
- E. Provide technical assistance and training to assist the Subgrantee in complying with its obligations under state and federal law and this Subgrant Agreement.
- F. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to the family services duties for which these funds are awarded. Any ODJFS enforcement action against the Subgrantee will be taken in accordance with ORC Section 5101.24 unless, another section provides authority for a different action. If ODJFS takes an action authorized by ORC Section 5101.24, ODJFS will provide written notice to the Board, the county auditor, and the family services agency director. The entity against which any action is taken may request an administrative review in accordance with ORC Section 5101.24, except as provided by Section 5101.24(E)

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

As a subrecipient of the state of Ohio under OMB 2 CFR 200 (Uniform Guidance), Subgrantee must:

- A. Ensure that the funds included in this Subgrant Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the department and state and federal laws, as well as the federal terms and conditions of the grant award.
- B. Utilize a financial management system that meets the requirements established by ODJFS and use the ODJFS designated software programs to report financial and other data according to the standards established by ODJFS. Subgrantee will provide to ODJFS all program and financial reports and updates in accordance with the timeliness schedules, formats and other requirements established by ODJFS.
- C. Promptly reimburse ODJFS the amount the Subgrantee is responsible for, pursuant to action the department takes under division (C) of ORC Section 5101 .24, of funds the department pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty.
- D. Promptly reimburse, to the Departments, the amounts of any cash overdrafts or excessive cash draws paid to Subgrantee by ODJFS.
- E. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if the Departments, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law to determine compliance with the conditions, requirements, and restrictions applicable to a family services duty for which this Subgrant is awarded determines compliance has not been achieved.
- F. Where Subgrantee identifies reimbursements or other payments due the Departments, promptly notify ODJFS and request direction as to the manner in which such payments shall be made. Where the Departments identify reimbursements or other payments due the Departments and ODJFS notifies Subgrantee, payment shall be made in the manner specified by the Departments.
- G. Make records available to the Departments, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.
- H. Provide and ensure the existence and availability of local non-federal funds for the purpose of matching any federal funding for allowable operating expenses incurred by Subgrantee. Subgrantee must also ensure that any matching funds, regardless of their source, that Subgrantee manages are clearly identified and used in accordance with federal and state laws and the requirements of this Subgrant Agreement.
- I. Maintain documentation of all subgrant related activity in accordance with the requirements of OAC Section 5101:9-9-29.
- J. Comply with all requirements of state and federal laws which are required by OAC Section 5101:9-4-04 to be included in a county written code of standards of conduct and with all additional requirements and prohibitions specified in that administrative rule.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from July 1, 2015 through June 30, 2017, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.
- B. In addition to Article IV-A, above, it is expressly understood by the Departments and Subgrantee that this Subgrant Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to ORC Section 126.07, that there is a balance in the appropriation not already allocated to pay current obligations.

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 21, 2015**

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

- A. The total amount of the Subgrant for State Fiscal Years (SFY) 2016 and 2017 and grant specific terms and conditions such as, but not limited to, the applicable period of performance, will be provided to Subgrantee in formal notices. The Departments will provide this funding expressly to perform the Subgrant activities described in ARTICLE I of this Subgrant Agreement. This amount will be determined by the methodology required by OAC 5101:9-6. ODJFS will notify Subgrantee of revisions to subgrant amounts and terms through the issuance of supplementary notices as changes arise.
- B. Subgrantee will limit cash draws to the minimum amount needed for actual, immediate requirements in accordance with the Cash Management Improvement Act, 31 CFR Part 205, 45 CFR 75, 2 CFR Part 400, and ODJFS requirements including Chapter 7 of the Fiscal Administrative Procedures Manual. Subgrantee agrees that amounts submitted as the basis for claims for reimbursement will not exceed the amount of actual cash expenditures for lawfully appropriate purposes under the terms of the subaward in question.
- C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, including federal funds. If at any time either of the Departments' Directors determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, said Director may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate. If the Ohio General Assembly or the external funding source fails at any time to continue funding the Departments for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of the Departments or the State of Ohio.
- D. In all Circumstances under which budgetary information is maintained or is required to be maintained for a grant, Subgrantee must be able to reconcile budgetary expenditures to actual costs when required by the Departments.
- E. As a subrecipient of federal funds, Subgrantee hereby specifically acknowledges its obligations relative to all federal funds provided under this Subgrant Agreement pursuant to OMB 2 CFR 200, 2 CFR 300, 45 CFR 75, 2 CFR 400, as well as 45 CFR 95, and 45 CFR 96, including but not limited to, the following federal rules:
1. Standards for financial management systems: Subgrantee and its subgrantee(s) will comply with the requirements of 45 CFR 75.302 and 2 CFR 400.1, including, but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records;
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management.
 2. Period of performance and availability of funds: Pursuant to 45 CFR 75.309 and 2 CFR 400.1, Subgrantee and its subgrantee(s) may charge to the Federal award only costs resulting from obligations incurred during the funding period specified in the notices under Article V-A, above, unless notified by ODJFS that carryover of these balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated in a timely manner in accordance with federal and state law and specifications by ODJFS, not to exceed 90 days.
 3. Cost sharing or matching: Pursuant to 45 CFR 75.306 and 2 CFR 400.1, cost sharing or matching requirements applicable to the Federal program must be satisfied by allowable costs incurred or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal and state laws.

For Federal programs in which state funds are made available to use as matching funds, the subgrantee is required to use, in addition to the amounts required under ORC Section 5101.16, additional local funds for matching funds in the event that the state funding allocated for that purpose is exhausted.
 4. Program income: Program income must be used as specified in 45 CFR 75.307 and 2 CFR 400.1.
 5. Real property: If Subgrantee is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 75.318 and 2 CFR 400.1.
 6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 45 CFR 75.320 and 2 CFR 400.1.
 7. Supplies: Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 45 CFR 75.321 and 2 CFR 400.1.
- F. Subgrantee expressly certifies that neither it, nor any of its principals, is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 21, 2015**

ARTICLE VI. AUDITS OF SUBGRANTEE

- A. Subgrantee agrees to provide for timely audits as required by OMB 2 CFR 200. Subject to the threshold requirements of 45 CFR 75.501, 2 CFR 400.1, and 2 CFR 200, Subgrantee must ensure that the county of which they are a part has an audit with a scope as provided in 2 CFR 200.514 that covers funds received under this Subgrant Agreement. Costs of such audits are allowable as provided in 2 CFR 200.425. Subgrantee must send one (1) copy of the final audit report to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section, at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within two (2) weeks of the Subgrantee's receipt of any such audit report.
- B. Subgrantee must take prompt action to correct problems identified in an audit.

ARTICLE VII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
 - 1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Departments' Directors and the Board, and the termination agreement is adopted by resolution of the Board. An agreement to terminate is effective on the later of the date stated in the agreement to terminate, the date it is signed by all parties, or the date the termination agreement is adopted by resolution of the Board.
 - 2. Any one of the three parties may terminate after giving ninety (90) days written notice of termination to the other parties by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other parties.
 - 3. Either of the Departments may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by a federal administrative agency, or illegal conduct affecting the operation of the Subgrant Agreement. In the event of such a termination, ODJFS will send a notice to the Board and other county signatories to this Subgrant Agreement, specifying the reason for the termination and the effective date of the termination.
- C. Pursuant to ORC Section 5101.24, 45 CFR 75.371, and 2 CFR 400.1, as applicable, if Subgrantee, any of its principals, or any of its subgrantee(s) materially fails to comply with any term of an award, state and federal laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, the Departments may take any or all of the following actions deemed appropriate in the circumstances:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action;
 - 2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s)' Subgrant activity;
 - 4. Withhold further awards for the Subgrant activity; or
 - 5. Take any other remedies that may be legally available, including the additional remedies listed elsewhere in this Subgrant Agreement.
- D. Subgrantee, upon receipt of a notice of suspension or termination, will do all of the following:
 - 1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement;
 - 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities;
 - 3. Prepare and furnish a report to ODJFS, as of the date Subgrantee received the notice of termination or suspension that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
 - 4. Perform any other tasks that the Departments require.
- E. Upon breach or default by Subgrantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, the Departments will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by the Departments of any occurrence of breach or default is not a waiver of subsequent occurrences. If either of the Departments or Subgrantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other parties, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE VIII. NOTICES

- A. Notices to ODJFS from Subgrantee that concern this award, termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the ODJFS Deputy Director of Fiscal and Monitoring Services at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, with a copy to the ODM Legal Counsel at 50 West Town Street, 5th Floor, Columbus, Ohio 43215.
- B. Notices to the Subgrantee from ODJFS concerning any and all matters regarding this Subgrant Agreement, including changes in the amount of funding or in the source of federal funding, will be sent to the Board and other county signatories to this Subgrant Agreement.
- C. All notices in accordance with Section A of this ARTICLE VIII will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 21, 2015**

ARTICLE IX. AMENDMENT, ADDENDA, AND SUBORANTS

- A. **Amendment:** This document, along with any related addenda, constitutes the entire agreement between the Departments and Subgrantee with respect to all matters herein. Otherwise, only a document signed by both parties may amend this Subgrant Agreement. The Departments and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

If one of the Departments notices a need for correction of erroneous terms and conditions, ODJFS will immediately send Subgrantee an amended Subgrant Agreement for signature. If Subgrantee notices a need for correction of erroneous terms and conditions, it will immediately notify ODJFS.

- B. **Addenda:** ODJFS will provide information concerning changes to the requirements of this Subgrant Agreement in addenda thereto. Any addenda to this Subgrant Agreement will not need to be signed. Any draw of the funds following the receipt of an addendum will constitute acceptance of changes specified therein.

C. **Subgrants**

1. Any subgrants made by Subgrantee to another governmental entity, university, hospital, other nonprofit, or commercial organization will be made in accordance with 45 CFR 75.352 and 2 CFR 400.1 and will impose the requirements of 45 CFR 75 and 2 CFR 400, as applicable, as well as federal and state law. Any award of a subgrant to another entity shall be made by means of a county subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of ORC Section 5101.21.
2. **Debarment and Suspension:** As provided in 45 CFR 75.212 and 2 CFR 400.1, Subgrantee, its principals, and its subgrantee(s) must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs. Prior to making any such award or permitting any such award, Subgrantee must confirm that the party to which the award is proposed to be made is not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.
3. **Procurement:** While Subgrantee and its subgrantee(s) must use their own documented procurement procedures, the procedures must conform to all applicable federal laws, including, as applicable, 2 CFR 416.1, and 45 CFR 75.327 through 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
4. **Monitoring:** Subgrantee must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subgrant, and function supported by the Subgrant, to ensure compliance with all applicable federal and state requirements, including 45 CFR 75.342, 2 CFR 400.1, and OAC 5101:9-1-88. If Subgrantee discovers that subgrant funding has not been used in accordance with state and federal laws, Subgrantee must take action to recover such funding.
5. **Duties as Pass-through Entity:** Subgrantee must perform those functions required under state and federal laws as a subrecipient of the Departments under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

ARTICLE X. MISCELLANEOUS PROVISIONS

- A. **Limitation of Liability:** To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, ODM agrees to be responsible for any liability directly relating to any and all acts of negligence by ODM. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall any party be liable for any indirect or consequential damages, even if The Departments or Subgrantee knew or should have known of the possibility of such damages.
- B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.
- C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by the Departments to the Board, to any county signer required by division (B) of ORC Section 5101.21, or to any county family services agency that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, the Departments, or any of the officers or employees of the State of Ohio or the Departments.

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

RESOLUTION NO. 15-607

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 21, 2015**

IN THE MATTER OF APPROVING THE SECOND AMENDMENT TO CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND NORTH CENTRAL JOBS FOR OHIO'S GRADUATES FOR ALTERNATIVE EDUCATION AND WORK READINESS TRAINING:

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

Whereas, the Director of Jobs & Family Services recommends approval of the following contract;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract with North Central Job for Ohio's Graduates for Alternative Education and Work Readiness Training:

**Second Amendment to Contract
Alternative Education And Work Readiness Training**

This Second Amendment of the Contract For Alternative Education and Work Readiness Training is entered into this 21st day of May, 2015 by and between the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the NORTH CENTRAL JOBS FOR OHIO'S GRADUATES (hereinafter, "JOG") whose address is 890 West Fourth Street, Mansfield, Ohio 44906 (hereinafter singly "Party," collectively, "Parties").

WHEREAS, the Parties entered into the Contract for Alternative Education And Work Readiness Training (hereinafter "Contract") dated December 12, 2013; and,

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

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:
 - A. Effective July 1, 2015, The BOARD has accepted federal Workforce Innovation and Opportunity Act (WIOA) funds to provide alternative education and work readiness services and training to youth as a part of its workforce development duties and needs to provide such services or contract out for services. JOG is willing to provide WIOA youth services or contract out for services.
 - B. Appendix I, Statement of Work, is amended as follows:

Effective July 1, 2015, JOG will transition from delivering a Workforce Investment Act Youth Program to delivering a Workforce Innovation and Opportunity Act Youth Program.

Definitions

Adult mentoring: one-to-one supportive relationship between an adult and a youth that is based on trust.

Alternative school: schools which offer specialized, structured curriculum inside or outside of the public school system which may provide work/study and/or academic intervention for students with behavior problems, physical/mental disabilities, who are at-risk of dropping out, who are institutionalized or adjudicated youth and/or youth who are in the legal custody of the Ohio Department of Youth Services and are residing in an institution. An alternative school must be approved by the local education agency.

Comprehensive guidance and counseling: a process of helping youth make and implement informed education, occupation, and life choices.

Dependent: an applicant who falls in any one of the following categories:

- Under 18 years of age, living with parents or guardians, and is receiving support from them;
- or
- Age 18-24 and parent(s) or guardian(s) pay(s) for more than 50% of the applicant's support.

Disconnected youth: youth ages 18 through 24 years of age who have no connection to the workforce and secondary, postsecondary, or vocational education and training systems.

Follow-up services: activities after completion of participation to monitor youths' success during their transition to employment and further education and to provide assistance as needed for a successful transition.

Incentive: remuneration to participants for successful participation and achievement of expected

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 21, 2015**

outcomes as defined in the individual service strategy (ISS).

Independent: an applicant who falls into any one of the categories below:

- Under 18 years of age who is not living with parents or guardians and is not receiving any support from them;
- Individuals, age 18-24, providing more than 50% of their own support;
- Age 25 or older;
- Married (including separated, but not divorced);
- Has children that receive more than half of their support from the applicant;
- Has dependents other than a spouse or children who live with the applicant and receive more than half of their support from the applicant;
- Lives in own residence or in a residence without financial or other support from parents or guardians;
- Is on active duty in the U.S. armed forces for purposes other than training; or
- A veteran of the U.S. armed forces.

In-demand occupation: an occupation that currently has or is projected to have a number of positions (including positions that lead to economic self-sufficiency and opportunities for advancement) in an industry sector so as to have a significant impact on the State, regional, or local economy as determined by the State and local boards.

In-demand industry sector: an industry sector that has a substantial current or potential impact (including through jobs that lead to economic self-sufficiency and opportunities for advancement) on the State, regional, and local economy, as appropriate, and that contributes to the growth or stability of other supporting businesses, or the growth of other industry sectors as determined by the State and local boards.

Internship: a system of gaining on-the-job experience by placement in a work environment for a period of time with the goal to build technical and job awareness skills. Internships may be paid or unpaid.

Job shadowing: a short-term unpaid activity which introduces a participant to the workplace and provides exposure to occupational areas of interest to increase career awareness. Job shadowing is limited and allows youth to observe only.

Pre-apprenticeship program: a program that teaches basic technical and job-readiness skills for designated apprenticeable occupation or occupational sector, to prepare participants for Registered Apprenticeship training.

Public service employment: work normally provided by governments, and includes, but is not limited to work in fields of: human betterment and community improvement, child care, health care, education, crime prevention, public transportation, streets and parks, solid waste removal, housing and neighborhood improvement, rural development, etc.

Occupational skill training: an organized program of study that provides specific vocational skills that lead to proficiency in performing actual task and technical functions required by certain occupational fields at entry, intermediate, or advance levels and results in attainment of a certificate.

On-the-job training (OJT): training by an employer that is provided to a paid participant while engaged in productive work in a job that:

- Provides knowledge or skills essential to the full and adequate performance of the job;
- Is made available through a program that provides reimbursement to the employer of up to 50 percent (50%) of the wage rate of the participant; and
- Is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, prior work experience of the participant, and the service strategy for the participant.

Recognized postsecondary credential: a credential consisting of an industry-recognized certificate or certification, certificate of completion of an apprenticeship, a license recognized by the State involved or Federal Government, or an associate or baccalaureate degree.

Secondary school: a nonprofit institutional day or residential school, including a public secondary charter school, that provides secondary education as determined under State law, except that the term does not include any education beyond grade 12.

Stipend: a fixed and regular small payment such as an allowance.

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 21, 2015**

Summer employment opportunities: an activity conducted mainly during the summer months which involves work experience as the primary strategy and must provide direct linkages to academic and occupational learning.

Support: as it relates to dependent, financial assistance from parents or guardians to help pay for food, clothing, shelter, utilities, education, medical and dental care, recreation, transportation, and any other living expenses; as well as government-provided cash public assistance and food assistance.

Supportive services: services such as transportation, child care, dependent care, housing, and needs-related payments, that are necessary to enable an individual to participate in activities authorized under WIOA.

Work experience: a planned, structured learning activity that takes place in a workplace setting for a limited period of time.

Program Design

The youth program will be designed to provide the following:

- Activities leading to the attainment of a secondary diploma or its recognized equivalent, or a recognized post-secondary credential;
- Preparation for postsecondary educational and training opportunities;
- Strong linkages between academic instructions and occupation education that lead to the attainment of recognized postsecondary credentials;
- Preparation for unsubsidized employment opportunities, as appropriate; and
- Effective connections to employers, including small employers, in in-demand industry sectors and occupations of the local and regional labor markets.

Program Measures and Goals

The program will be designed and delivered in such a manner so as to attain and maximize the following performance measures:

- The percentage of program participants who are in education or training activities, or in unsubsidized employment, during the second quarter after exit from the program.
- The percentage of program participants who are in education or training activities, or in unsubsidized employment, during the fourth quarter after exit from the program.
- Median earnings of participants in unsubsidized employment during second quarter after exit.
- Percentage of participants who obtain a recognized postsecondary credential, secondary school diploma or equivalent during participation or within one year after program exit.
- Percentage of participants who during a program year are in education that leads to a recognized postsecondary credential or employment and who are achieving measurable gains towards these goals.

Eligibility

Eligibility for the youth program will transition from Workforce Investment Act requirements to Workforce Innovation and Opportunity Act requirements. Youth enrolled after June 30, 2015 must satisfy WIOA eligibility requirements.

Eligibility for the WIOA Youth Program for Out-Of-School Youth and In- School Youth will be defined as:

- Out-of-School youth must be aged 16-24, not attending any school, and meet one or more additional conditions, which could include:
 - School dropout
 - Within age of compulsory attendance but has not attended for at least the most recent complete school year calendar quarter;
 - Holds a secondary school diploma or recognized equivalent and is low-income and is basic skills deficient or an English language learner
 - Subject to the juvenile or adult justice system
 - Homeless, runaway, in foster care or aged out of the foster care system, eligible for assistance under Section 477, Social Security Act, or in out-of-home placement
 - Pregnant or parenting

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 21, 2015**

- An individual with a disability
- Low income person who requires additional assistance to enter or complete an educational program or to secure and hold employment In-School Youth must be aged 14-21, attending school, low income, and meet one or more additional conditions, which could include:
 - Basic skills deficient
 - English language learner
 - An offender
 - Homeless, runaway, in foster care or aged out of the foster care system
 - Pregnant or parenting
 - An individual with a disability
 - A person who requires additional assistance to enter or complete an educational program or to secure and hold employment

Youth Program Elements

Per section 129 (c)(2) of WIOA, in order to support the attainment of a secondary school diploma or its recognized equivalent, entry into postsecondary education, and career readiness for participants, the WIOA Youth Program shall provide program elements consisting of the following:

1. Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies.

These strategies must lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate or attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.

2. Alternative secondary school services, or dropout recovery services, as appropriate.
3. Paid and unpaid work experiences that have as a component academic and occupational education. Work experiences may include:
 - Summer employment opportunities and other employment opportunities available throughout the year;
 - Pre-apprenticeship programs;
 - Internships and job shadowing; and
 - On-the-job training (OJT) opportunities.

The primary intent of work experience is to provide youth participants with opportunities for career exploration and skill development to gain work readiness skills in preparation for employment. Work experiences should enable youth to gain exposure to the working world and its requirements. Youth should acquire personal attributes, knowledge, and skills needed to obtain a job and advance in employment. All work experiences should expose youth to realistic working conditions and task as much as possible.

Work experience must be based on identified needs of the individual youth but does not have to be tied to the youth's individual career or employment goal. Use of work experience situation must be based on an objective assessment and identified on the youth's individual service strategy (ISS).

Work experience may be conducted in the private-for profit, private non-profit and public sectors. Although a business, public agency or non-profit (hereafter collectively referred to as "work experience provider") may also receive some benefit from work experience in the form of work being done or recruiting a potential new employee, the primary goal of work experience is to benefit the participant.

Work experience may be combined with classroom instruction relating to a particular position, occupation, industry or basic skills and abilities to successfully compete in the local labor market.

JOG must have a written agreement with each work experience employer or site to ensure compliance with WIOA and applicable regulations. The agreement is a written document that details terms and conditions of paid and unpaid work experience and the expectations of the parties to the agreement. The written agreement is between the participant, the site employer or host site, and the youth provider.

The written agreement, which may be called a worksite agreement, job site agreement, or host site agreement must include at a minimum: the duration, remuneration, tasks, duties, supervision, health and safety standards and other conditions of work experience such as consequences of not adhering to the agreement and a termination clause. The worksite or

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 21, 2015**

host site entity, the participant and the youth provider should all be given a copy of the agreement. The agreement must be available for audit and monitoring purposes.

Documentation of the work experience must be maintained in the participant's file. Local policy and procedures should specify what documentation will be kept in the participant's file, which should include, at a minimum, the following items:

- An objective assessment and ISS indicating a need for work experience;
- Justification for incentive/stipend, and description of type of payment method and amount, if applicable;
- A copy of the agreement between the participant, the worksite or host site and the local workforce investment board, including any attachments to the agreement, such as a training plan;
- Time sheets, attendance sheets and performance records, as appropriate; and

Documentation of receipt of incentives, stipends and supportive services received by the participant

4. Occupational skills training.

Occupational skills training shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with state and local in-demand industry sectors or occupations.

5. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.
6. Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.

Positive social behaviors are outcomes of leadership opportunities, often referred to as soft skills. Benefits of leadership development may include:

- Positive attitudinal development;
- Self-esteem building;
- Maintaining a commitment to learning and academic success; or
- Positive job attitudes and work skills.

The purpose of leadership development activities is to develop skills and attitudes that are important in all areas of life. It provides encouragement and support to youth, developing skills, and instilling confidence as they transition to adulthood.

7. Supportive services.

Supportive services for youth may include but are not limited to:

- Linkages to community services
- Assistance with transportation
- Assistance with child care and dependent care
- Assistance with housing
- Referrals to medical services
- Assistance with uniforms or other appropriate work attire and work-related tool costs

Supportive services may be provided to youth both during participation and after program exit.

8. Adult mentoring for the period of participation and subsequent period, for a total of not less than 12 months.

The purpose of adult mentoring is to build positive, supportive relationships between youth and adults and to provide positive adult role models for youth. High-quality adult mentoring programs include an adult role model who builds a working relationship with a youth and who fosters the development of positive life skills in youth.

9. Follow-up services for not less than 12 months after completion of participation, as appropriate.

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 21, 2015**

The purpose of follow-up is to provide continued assistance to youth, as needed, after completion of participation, in their transition to employment or further education. Follow-up services may include:

- Leadership development and supportive service activities
- Regular contact with a youth participant's employer, including assistance in addressing work-related problems that arise
- Assistance in securing better paying jobs, career development , and further education
- Work-related peer support groups
- Adult mentoring
- Training the progress of youth in employment after training

10. Comprehensive guidance and counseling, including drug and alcohol abuse counseling and referral, as appropriate.

The purpose of comprehensive guidance and counseling is to promote growth in each youth's educational, personal, social, and employability skills. Comprehensive guidance and counseling programs impart through counselor-directed learning opportunities that help youth achieve the success through academic, career, personal, and social development.

11. Financial literacy education.

Financial literacy includes the following activities:

- Supporting the ability of youth participants to create household budgets, initiate savings plans, and make informed financial decisions about education, retirement, home ownership, wealth building, or other savings goals;
- Supporting the ability to manage spending, credit, and debt, including credit card debt, effectively;
- Increasing awareness of the availability and significance of credit reports and credit scores in obtaining credit, including determining their accuracy;
- Supporting the ability to understand evaluate, and compare financial products, services, and opportunities; and
- Supporting activities that address the particular financial literacy needs of non-English speakers

12. Entrepreneurial skills training.

13. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.

14. Activities that help youth prepare for and transition to postsecondary education and training.

Use of WIOA Youth Program Funds

Effective July 1, 2015, at least 75% of funds for this program and contract must be used to serve Out-Of-School Youth.

Effective July 1, 2015, at least 20% of funds for this program and contract must be used for paid and un-paid work experiences such as summer and year round- employment, pre-apprenticeship, on the job training, internships, and job shadowing.

Program Administration

JOG will complete and submit the Quarterly Program Outcomes Report in accordance with the following schedule:

Report for April, May, June 2015 (last WIA report) - due with June 2015 invoice
 Report for July, August, September 2015 (first WIOA report) – due with September 2015 invoice
 Report for October, November, December 2015 – due with December 2015 invoice

- C. Appendix II, Budget, will be amended for the following line items:

Paid and Unpaid Work Experience is added as a new line item in the amount of \$ 20,000.

Participant Wages is deleted as a line item in the budget

Total Budget Costs is increased to a revised total budget amount of \$ 232,600

- D. Appendix III, Forms will be amended as follows:

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 21, 2015**

Titles on all forms referencing WIA or the Workforce Investment Act is changed to WIOA or the Workforce Innovation and Opportunity Act.

Content of the Quarterly Program Outcomes Report is updated to reflect WIOA Program Elements and Measures

2. Signatures

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

3. Conflicts

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

4. Terms of Contract Unchanged

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

**Appendix II
Budget
01/01/2014 thru 12/31/2015**

Category	Basis	Total Amount
Staff Positions		
Staff Salaries for Delaware County WIA Youth Services	Total out of school staffing costs, make-up credit tutor, 10% in school youth specialist and youth supervision	\$139,175
Fringes (Describe)		
Retirement	15.5% of total salaries	\$21,585
Medical/Dental/Vision/Pres/Life	Based on actual plans staff have – this Board share only (does not include staff costs) - 20% of medical insurance costs	\$27,635
Medicare & Workers Compensation	3% of total salaries	\$4,035
Fiscal Admin Charge	Charge for grant processing outside fiscal agent including audit, payroll, purchases and support services	\$6,050
Youth Support Service Costs		
Support Services	Gas vouchers, food, clothing expenses, car repairs, etc...	\$4,035
Ohio Career Association & Professional Association	Costs for students to be involved in the Ohio Career Association to include but not limited to; Leadership Conference, Career Development Conference, National Student Leadership Conference, student activities, etc...	\$4,035
Tuition	Short-term training Delaware County	\$6,050
Paid and Unpaid Work Experience	All cost associated with paid and unpaid work experience	\$20,000
	Total	\$ 232,600

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

RESOLUTION NO. 15-608

IN THE MATTER OF AUTHORIZING AN AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS, DELAWARE STEP AND THE DELAWARE AREA TRANSIT AUTHORITY (DATA) FOR THE ADMINISTRATION OF PY2014 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) B-F-14-1AT-1 ACTIVITY #2 DELAWARE CO STEP BUS PASS PROGRAM:

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

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended, Delaware County has applied for and received a PY2014 Community Development Block Grant (CDBG) from the Ohio Development Services Agency for certain community development activities; and

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 21, 2015**

WHEREAS, Delaware STEP and DATA have agreed with the County for the purpose of making application for PY2014 Community Development Block Grant Program Funds; and

WHEREAS, included in said application, or provided for in subsequent amendments to said application, is the activity or activities entitled Delaware Co STEP Bus Pass Program, whereby DATA will provide a free Fixed Rate Monthly Unlimited Bus Pass System for 45 low income individuals in Delaware County who need to get to jobs, medical services, and other essential services; and

WHEREAS, it is necessary that the County, Delaware STEP, and DATA enter into an Agreement for the implementation of said activity or activities;

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

Section 1. The Board of Commissioners approves an Agreement for the administration of Activity #2 Delaware Co Bus Pass Program PY2014 Community Development Block Grant B-F-14-1AT-1 from the Ohio Development Services Agency.

Section 2. This Resolution shall take effect immediately after passage.

**FY2014 CDBG ADMINISTRATIVE AGREEMENT
BETWEEN DELAWARE COUNTY, OHIO,
DELAWARE STEP AND DELAWARE COUNTY TRANSIT BOARD**

This Agreement is entered into as of this 21st day of May, 2015, by and between the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (the "County"), Delaware STEP, 39 W. Winter Street, Delaware, Ohio 43015 ("Delaware STEP"), and the Delaware County Transit Board, for and on behalf of the Delaware Area Transit Agency, 119 Henderson Court, Delaware, Ohio 43015 ("DATA")(collectively, "Parties").

WITNESSETH THAT:

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended, Delaware County has applied for and received a FY2014 Community Development Block Grant (CDBG) from the Ohio Development Services Agency for certain community development activities; and

WHEREAS, Delaware STEP and DATA have agreed with the County for the purpose of making application for FY2014 Community Development Block Grant Program Funds; and

WHEREAS, included in said application, or provided for in subsequent amendments to said application, is the activity or activities entitled Delaware Co STEP Bus Pass Program, whereby Delaware STEP will purchase from DATA and provide a Fixed Rate Monthly Unlimited Bus Pass System for approximately 45 low income individuals in Delaware County who need to get to jobs, medical services, and other essential services, at no cost to these individuals; and

WHEREAS, it is necessary that the County, Delaware STEP, and DATA enter into an Agreement for the implementation of said activity or activities;

NOW, THEREFORE, the Parties do hereby agree as follows:

1. **Scope of Service.** The County hereby agrees to utilize funds made available under the CDBG program for the purpose of implementing the above-mentioned activity as described in Attachment A – Scope of Work and Budget, which is attached hereto and made a part hereof as if fully rewritten. Changes in Attachment A – Scope of Work and Budget may be requested from time to time by either the County, Delaware STEP or DATA and shall be incorporated in written amendments to this Agreement. Delaware STEP and DATA certify that the Community Development program provided for herein gives maximum feasible priority to activities which benefit low or moderate income families or aid in the prevention or elimination of slums and blight. The statement of work shall include a description of work to be performed, a schedule for completing work, and a budget.
2. **Time of Performance.** This Agreement shall take effect as of April 1, 2015 through and including December 31, 2015. Services shall commence upon and from the date of the Release of Funds, which is February 10, 2015, and be completed by December 31, 2015.
3. **Compensation.** The County shall compensate Delaware STEP for all expenditures made in accordance with the schedule set forth in Attachment A – Scope of Work and Budget, which is attached hereto and made a part hereof as if fully rewritten. Compensation shall be provided during the term of this Agreement for a figure not to exceed \$27,000 inclusive of activity delivery costs. In no event are payments to be financed by funds other than the funds granted by the Ohio Development Services Agency for the CDBG Program.

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 21, 2015**

4. Method of Payment. The County shall reimburse Delaware STEP a maximum of \$27,000 based on a detailed statement of expense which shall be submitted to the County following completion of the activity or activities and submittal of all required CDBG documents to the County by December 31, 2015.

5. Program Income. All income received from Block Grant funded activities shall be considered program income and subject to CDBG regulations and the Office of Community Development's policies and guidelines.

6. Reports and Records. Delaware STEP and DATA shall submit the necessary records and supporting documents to the County in accordance with the Ohio Development Services Agency Office of Community Development (OCD) policies and regulations.

Delaware STEP and DATA shall also provide to the Ohio Development Services Agency and/or the County at its request statistical and narrative reports or other statements, records, dates, and information on the activities performed pursuant to this Agreement. The County and the Ohio Development Services Agency shall have access at any time during normal business hours to all books, accounts, records, reports, files, and other property of Delaware STEP and DATA pertaining to funds provided under this Agreement for the purpose of making surveys, audits, examinations, excerpts, and transcripts. Delaware STEP and DATA shall provide necessary information and periodic reports as required by Section 7 of this Agreement. All data, information, and reports generated as a result of this Agreement are the property of the County and may not be used, reproduced, or released without the County's permission and consent.

7. Equal Opportunity. Delaware STEP and DATA agree to comply with:

A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the HUD regulations under 24 CFR Part 1 that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance by way of grant, loan, or contract and will immediately take any measures necessary to effectuate this Agreement. If any real property or structure thereof is provided or improved with the aid of federal financial assistance extended to Delaware STEP and DATA this assurance shall obligate Delaware STEP and DATA, or in the case of any transfer of such property or structure is used for a purpose of which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

B. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended by the Housing and Community Development Acts of 1974 and 1977, and the Fair Housing Amendment Act of 1988 will administer all program and activities relating to housing and community development in a manner to affirmatively further fair housing throughout the United States.

C. Section 109 of the Housing and Community Development Act of 1974 and 1977, as amended, and in conformance with all requirements imposed by or pursuant to the Regulations of the Department of HUD (24 CFR Part 570.601) issued pursuant to that Section; and in accordance with Equal Opportunity obligations of that Section, no person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, any program or activity funded in whole or in part with the community development funds.

D. Executive Order 11063 on equal opportunity in housing and related facilities owned or operated by the Federal Government or provided with federal financial assistance.

E. Executive Order 11246, as amended, requiring non-discrimination and affirmative action to assure non-discrimination in employment by Government Contractors and Subcontractors and under federally assisted construction Contracts.

F. Section 3 of the Housing and Urban Development Act of 1968, (12 U.S.C. 1701u) as amended, and the HUD regulations issued pursuant thereto (24 CFR Part 135) as follows:

1. The work to be performed under this Agreement is on a project assisted under a program providing CDBG financial assistance from the Ohio Development Services Agency and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701u) that opportunities for training and employment be given to lower income residents of the project and be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

2. The Parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The Parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 21, 2015**

3. Delaware STEP and DATA will send to each labor organization or representative or workers with which they have a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of the commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. Delaware STEP and DATA will include this Section 3 clause in every subcontract for work in connection with the project and will at financial assistance, take appropriate action pursuant to the subcontract upon a finding that the Subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and will not let any subcontract unless the Subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement, shall be a condition of CDBG financial assistance provided to the project, finding upon the applicant or recipient, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which CDBG assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
- G. Applicable Delaware County policies regarding discrimination and equal opportunity.
8. Contracting. All work services covered by this Agreement which are contracted by Delaware STEP and DATA shall be specified by written contract and subject to all provisions of this Agreement. All contracts must be approved by the County.
9. Interest of Certain Federal Officials. No member of or Delegate to the Congress of the United States, and no Resident Commissioners, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.
10. Interest of Members, Officers, or Employees of the Political Subdivision, Members of Local Governing Body, or Other Public Officials. No member, officer, or employee of Delaware STEP and DATA or its designees or agents, no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement.
11. Hatch Act. Delaware STEP and DATA agree to comply with all provisions of the Hatch Act and that no part of the program will involve political activities nor shall personnel employed in the administration of the program be engaged in activities in contravention of Title V, Chapter 15 of the United States Code.
12. Labor Standards Provisions. Delaware STEP and DATA agree to comply with Section 570.605 Labor Standards of the Regulations published by HUD for Community Development Block Grants and the labor provisions, and made part hereof as if fully rewritten.
13. Compliance with Environmental Requirements. Delaware STEP and DATA agree to comply with the provisions of the National Environmental Policy Act of 1969 insofar as the provisions of such Act apply to activities set forth in Attachment A – Scope of Work and Budget. The County agrees to assume responsibility for preparing Environmental Assessments (and Environmental Impact Statements) as required.
14. Compliance with Flood Disaster Protection Act. This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this Agreement is approved for acquisition of construction purposes as defined under Section 3 (a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201 (d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of Section 102 (a) of said Act.
- Any contract or agreement for the sale, lease or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 46 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land is not itself funded with assistance provided under this Agreement.
15. Compliance with Air and Water Acts. This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 21, 2015**

15, as amended from time to time.

In compliance with said regulations, Delaware STEP and DATA shall cause or require to be inserted in all contracts and subcontracts with respect to any non-exempt transactions thereunder funded with assistance provided under this Agreement, the following requirements:

A. A stipulation by the Contractor or Subcontractor that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1958c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.

D. Agreement by the Contractor that he will include or cause to be included the criteria and requirements in paragraph A through D of this section in every non-exempt subcontract and requiring that the Contractor will take such action as the Government may direct as means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113 (c) (1) of the Clean Air Act or Section 309 (c) of the Federal Water Pollution Control Act.

16. **Historic Preservation.** This Agreement is subject to the requirements of P.L. 89-665, the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), Executive Order 11593, and the procedures prescribed by the Advisory Council on Historic Preservation in 36 CFR Part 800. Delaware STEP and DATA must take into account the effect of a project on any district, site, building, structure, or object listed in or found by the Secretary of the Interior, pursuant to 35 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places, maintained by the National Park Services of the U.S. Department of the Interior, and must make every effort to eliminate or minimize any adverse effect on a historic property.

17. **Property Disposition.** Real or personal property purchased in whole or in part with Block Grant funds shall not be disposed through sale, or change use or location without the written permission of the County. The proceeds from the disposition of real property shall be considered program income and subject to OCD Program Income Guidelines.

18. **Lobbying.** Block Grant funds shall not be used for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state, or local governments.

19. **Termination.** The County may terminate this Agreement and such additional supplemental Agreements hereafter executed, in whole or in part, and may recover any Block Grant funds at its discretion if Delaware STEP or DATA:

A. Violates any provision of this Agreement; or

B. Violates any provision of the Housing and Community Development Acts of 1974 and 1977, as amended; or

C. Violates any applicable regulations or terms and conditions of approval of the application which the Secretary of HUD issued or shall subsequently issue during the period of this Agreement; or

D. Fails to complete performance in a timely manner.

The County may also terminate this Agreement and such additional supplemental agreements hereafter executed, in whole or in part, by giving Delaware STEP and DATA thirty (30) days written notice, in the event that the Ohio Development Services Agency shall:

A. Withdraw funds allocated to the County under its application for programs and/or activities which substantially prevent performance of the community development program in the County or Delaware STEP and DATA.

B. Terminate the County's funding allocation pursuant to an Act of Congress; or

C. Fail to approve a grant application filed by the County.

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 21, 2015**

20. Compliance with General Requirements. Delaware STEP and DATA shall comply with all applicable provisions of the Act, rules, regulations, and guidelines promulgated by the Secretary of Department of Housing and Urban Development, and all applicable requirements imposed by HUD concerning special requirements as outlined in 24 CFR Part 85.

21. Financial Management. Recipient standards for financial management shall comply with the Ohio Development Services Agency/Office of Community Development (OCD) standards. Delaware STEP and DATA shall submit the necessary records and supporting source documentation to the County to be maintained in a centralized filing system. Invoices, purchase orders, vouchers, copies of canceled checks, and payroll/time sheets, etc. must be maintained by the County in one central location.

22. Conditions for Religious Organizations. In accordance with First Amendment Church/State Principles, as a general rule, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities. The following restrictions and limitations therefore apply to the use of CDBG funds.

1. CDBG funds may not be used for the acquisition of property or the construction or rehabilitation (including historic preservation and removal of architectural barriers) of structures to be used for religious purposes or which will otherwise promote religious interests. This limitation included the acquisition of property for ownership by primarily religious entities and the construction or rehabilitation (including historic preservation, and removal of architectural barriers) of structures owned by such entities (except as permitted under paragraph [2] of this section with respect to rehabilitation and under paragraph [4] of this section with respect to repair undertaken in connection with public services) regardless of the use to be made of the property or structure. Property owned by primarily religious entities may be acquired with CDBG funds at no more than fair market value for a non-religious use.

2. CDBG funds may be used to rehabilitate buildings owned by primarily religious entities to be used for a wholly secular purpose under the following conditions:

i. The building (or portion thereof) that is to be improved with the CDBG assistance has been leased to an existing or newly established wholly secular entity (which may be an entity established by the religious entity);

ii. The CDBG assistance is provided to the lessee (and not the lessor) to make the improvements;

iii. The leased premises will be used exclusively for secular purposes available to persons regardless of religion;

iv. The lease payments do not exceed the fair market rent of the premises as they were before the improvements are made;

v. The portion of the cost of any improvements that also serve a non-leased part of the building will be allocated to and paid for by the lessor;

vi. The lessor enters into a binding agreement that unless the lessee, or a qualified successor lessee, retains the use of the leased premises for a wholly secular purpose for at least the useful life of the improvements, the lessor will pay to the lessee an amount equal to the residual value of the improvements;

vii. The lessee must remit the amount received from the lessor under subparagraph (2)(vi) of this section to the recipient from which the CDBG funds were derived.

The lessee can also enter into a management contract authorizing the lessor religious entity to use the building for its intended secular purpose, e.g., homeless shelter, provision of public services. In such case, the religious entity must agree in the management contract to carry out the secular purpose in a manner free from religious influences in accordance with the principles set forth in paragraph (3) of this section.

3. As a general rule, CDBG funds may be used for eligible public services to be provided through a primarily religious entity, where the religious entity enters into an agreement with the recipient from which the CDBG funds are derived that, in connection with the provision of such services:

i. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.

ii. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion.

iii. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 21, 2015

iv. The portion of a facility used to provide the public services shall contain no religious symbols or decorations, other than those permanently affixed to or part of the structure.

4. Where the public service provided under paragraph (3) of this section are carried out on property owned by the primarily religious entity, CDBG funds may also be used for minor repairs to such property which are directly related to carrying out the public services where the cost constitutes in dollar terms only an incidental portion of the CDBG expenditure for the public services.

Note: No engineering shall be conducted on any project until after the project has gone through all Environmental Review procedures.

Further Be It Resolved, that the Board of Commissioners approve the following purchase order request; R1503548 (23011701-5365) in the amount of \$27,000.00 for the Delaware step bus pass program CDBG.

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

RESOLUTION NO. 15-609

IN THE MATTER OF APPROVING BID DOCUMENTS AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS THE VILLAGE OF GALENA CLEAN OHIO TRAIL FUND – GALENA BRICK TRAIL PROJECT:

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

WHEREAS, the Board of Delaware County Commissioners approved an inter-agency agreement with the Village of Galena per Resolution No. 13-156 to administer a Clean Ohio Trail Fund Project; and

WHEREAS, CT Consultants have completed the engineering consulting services; and

WHEREAS, the Delaware County Economic Development Coordinator has prepared all necessary bid documents for the project known as the Village of Galena Clean Ohio Trail Fund – Galena Brick Trail Project; and

WHEREAS, the Delaware County Economic Development Coordinator and the Village of Galena jointly recommend approving the bid documents and advertising for bids for the project;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners that:

Section 1: The bid documents for the project known as the Village of Galena Clean Ohio Trail Fund – Galena Brick Trail Project are hereby approved.

Section 2: The Economic Development Coordinator is hereby directed to advertise for bids to be published in the Delaware Gazette on Monday, June 8, 2015, and again on Monday, June 15, 2015, and receive bids on behalf of the Board in accordance with the following Public Notice:

NOTICE TO CONTRACTORS

Sealed proposals for the “Village of Galena – Clean Ohio Fund Grant GALENA BRICK TRAIL” will be received by Delaware County on behalf of the Village of Galena until 11:00 AM, July 8, 2015, and then at 11:00 AM at Delaware County Commissioners Office, 101 N. Sandusky St., Delaware, OH 43015, opened and read aloud.

The project will pave a 10’ wide multi-purpose trail on the old railroad bed from Dustin Rd. to Holmes St. including a new access to Dustin Rd. and a new bridge deck over Little Walnut Creek. Scope of Work, Specifications, and Bid Documents can be requested from the Delaware County Commissioners Office. 740-833-2107 or via email jmackson@co.delaware.oh.us.

Each bid must be accompanied by either a Bid Bond for the full bid amount with a surety satisfactory to the aforesaid Delaware County Board of Commissioners, or by certified check, cashier’s check, or letter of credit upon a solvent bank in the amount of not less than 10% of the bid amount in favor of the aforesaid Delaware County Board of Commissioners. Bid Bonds shall be accompanied by Proof of Authority of the official or agent signing the bond.

Bids shall be sealed and marked as Bid for: Village of Galena – Clean Ohio Fund Grant GALENA BRICK TRAIL and mailed or delivered to:

Delaware County Economic Development
101 N. Sandusky St., Delaware, OH 43015

A pre-bid meeting will be held at 11:00 AM on June 22, 2015, at the parking lot for the proposed trail on North Walnut Street in Galena. The pre-bid meeting is not mandatory.

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 21, 2015**

Project completion date: October 31, 2015

The Delaware County Board of Commissioners reserves the right to waive any informality or to reject any or all bids. Attention of bidders is called to all of the requirements contained in the Bid Packet, various insurance requirements, various equal opportunity provisions, and working conditions. No bidder may withdraw his bid within 30 days after the actual date of the opening thereof.

Section 3. This resolution shall take effect and be in force immediately after its passage.

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

RESOLUTION NO. 15-610

IN THE MATTER OF AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE OHIO DEPARTMENT OF PUBLIC SAFETY OFFICE OF CRIMINAL JUSTICE SERVICES FOR THE DELAWARE COUNTY FAMILY TREATMENT COURT:

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

Grant:	2015-JG-D0100049
Source:	Edward Byrne Memorial Grant (JAG)
Grant Period:	1-1-16 thru 12-31-16
Grant Amount:	\$39,823.57
Local Match:	<u>\$39,823.57</u>
Total:	\$79,647.14

Proceeds from the grant will go towards funding of salaries and fringe benefits for staff with the Delaware County Juvenile Treatment Court.

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

RESOLUTION NO. 15-611

IN THE MATTER OF AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE OHIO DEPARTMENT OF YOUTH SERVICES FOR THE DELAWARE COUNTY PROBATE AND JUVENILE COURT:

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

Grant:	ODYS Reclaim
Source:	ODYS
Grant Period:	7-01-15 thru 6-30-16
Grant Amount: Base Allocation	\$245,357.00
Reclaim	\$396,287.55
Local Match:	<u>0.00</u>
Total:	\$641,644.55

Proceeds from the grant will go towards funding of salaries and fringe benefits for probation officers, sex offender officer, intake and diversion officers, family advocate, and community service staff.

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

RESOLUTION NO. 15-612

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR NORTH FARMS OFF-SITE SEWER:

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

Whereas, the construction of new sanitary sewers at the North Farms Off-Site Sewer have been completed to meet sewer district requirements; and

Whereas, the sewer district has received the necessary items required by the subdivider's agreement; and

Whereas, the Director of Environmental Services recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

North Farms Off-Site Sewer	3218 feet of 8- inch sewer	\$617,983.00
-----------------------------------	----------------------------	--------------

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 21, 2015

12 ea. manhole \$78,600.00

Now, therefore, be it resolved, by the Board of County Commissioners, Delaware County, Ohio:

Section 1. The Board hereby approves and accepts the above sanitary sewer improvements for ownership, operation, and maintenance by the Delaware County Sewer District.

Section 2. The Board hereby releases any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed to insure faithful performance for construction of the above sanitary sewer improvements, if applicable.

Section 3. The Board hereby accepts any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed per the requirements of the subdivider's agreement for the five-year maintenance period for the above sanitary sewer improvements.

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

RESOLUTION NO. 15-613

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR WOODS AT WEEPING ROCK:

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

Whereas, the construction of new sanitary sewers at the Woods at Weeping Rock have been completed to meet sewer district requirements; and

Whereas, the sewer district has received the necessary items required by the subdivider's agreement; and

Whereas, the Director of Environmental Services recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Woods at Weeping Rock	430 feet of 8- inch sewer	\$49,722.42.00
	981 feet of 10-inch sewer	\$99,444.83
	9 ea. manhole	\$20,925.00

Now, therefore, be it resolved, by the Board of County Commissioners, Delaware County, Ohio:

Section 1. The Board hereby approves and accepts the above sanitary sewer improvements for ownership, operation, and maintenance by the Delaware County Sewer District.

Section 2. The Board hereby releases any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed to insure faithful performance for construction of the above sanitary sewer improvements, if applicable.

Section 3. The Board hereby accepts any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed per the requirements of the subdivider's agreement for the five-year maintenance period for the above sanitary sewer improvements.

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

RESOLUTION NO. 15-614

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR INN AT BEAR TRAIL:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to approve the following sanitary sewer construction plans for Inn at Bear Trail for submittal to the Ohio EPA for their approval.

Whereas, the Director of Environmental Services recommends sanitary sewer plans for Inn at Bear Trail for submittal to the Ohio EPA for their approval.

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plans for Inn at Bear Trail for submittal to the Ohio EPA for their approval.

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

RESOLUTION NO. 15-615

IN THE MATTER OF ACCEPTING A SANITARY EASEMENT FROM SANDRA ANN ASBURY:

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 21, 2015

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

WHEREAS, a Sanitary Easement is required across property owned by Sandra Ann Asbury for the Inn at Bear Trail development.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby accepts the sanitary easement granted by Sandra Ann Asbury.

(Copy available for review at the Commissioners' Office until no longer of administrative value.)

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

RESOLUTION NO. 15-616

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT AGREEMENT FOR TANGER OUTLETS:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to accept the following Sanitary Sewer Improvement Agreement:

Whereas, the Director of Environmental Services recommends approval of the Sanitary Sewer Improvement agreement:

Therefore, Be It Resolved the Board of Commissioners approve the Sanitary Sewer Improvement Agreement for Tanger Outlets.

SANITARY SEWER IMPROVEMENTS AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 21st day of May 2015, by and between **Columbus Outlets, LLC, 60 Columbia Road, Building B, 3rd Floor, Morristown, NJ 07068**, herein after called "DEVELOPER", and the BOARD OF COUNTY COMMISSIONERS (hereinafter called "COUNTY COMMISSIONERS" or "COUNTY") of Delaware County, Ohio. This AGREEMENT is governed by the following considerations and conditions, to wit:

There are **62.15** single family residential equivalent connections approved with this AGREEMENT, Capacity shall be reserved for one year from the date of this AGREEMENT, unless the COUNTY COMMISSIONERS grant an extension in writing.

Said DEVELOPER is to construct, install or otherwise make all public improvements (the "IMPROVEMENTS") shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Sanitary Sewer Improvements Plan for Tanger Outlets**, dated April 6, 2015 and approved by the County on April 13, 2015, all of which are a part of this AGREEMENT (Developer's "Work"). The DEVELOPER shall pay the entire cost and expense of said IMPROVEMENTS

OFFSITE IMPROVEMENTS

The DEVELOPER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of OFFSITE construction for **(\$284,897.15)** which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all IMPROVEMENTS in accordance with the Regulations of Delaware County, Ohio.

ONSITE IMPROVEMENTS

For the construction of ONSITE sanitary sewer IMPROVEMENTS, the DEVELOPER has the following options:

- (1) Should DEVELOPER elect to record the plat prior to beginning construction DEVELOPER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of ONSITE construction **(\$444,100.68)** which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all IMPROVEMENTS in accordance with the Regulations of Delaware County, Ohio.
- (2) Should DEVELOPER elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary for ONSITE construction until such time as DEVELOPER elects to record the plat. At that time, the DEVELOPER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of ONSITE construction remaining to be completed as determined by the SANITARY ENGINEER.

The DEVELOPER hereby elects to use Option 2 for this project.

Initials _____ Date _____

The DEVELOPER shall indemnify and save harmless the County, Townships and/or Villages and all of

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 21, 2015**

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 the 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 in connection with the Work.

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

The 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 requested by the DEVELOPER and approved by the COUNTY. The DEVELOPER shall appoint another representative to interact with the COUNTY with regard to the Work, when in the reasonable opinion of the COUNTY, the representative's performance is deemed inadequate.

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

Should the DEVELOPER become unable to carry out the provisions of this AGREEMENT, the DEVELOPER'S successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this AGREEMENT. Notwithstanding any other provision of this Agreement, the COUNTY shall have no obligation to construct any IMPROVEMENTS contemplated herein, and any construction thereof on the part of the COUNTY shall be strictly permissive and within the COUNTY's sole discretion unless the COUNTY calls upon any Bond or other surety.

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 \$728,997.83 total construction cost of the IMPROVEMENTS for plan review of **Sanitary Sewer Improvements Plan for Tanger Outlets (\$25,514.92)**. The DEVELOPER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **(\$61,950.00)** estimated to be necessary to pay the cost of inspection for **Sanitary Sewer Improvements Plan for Tanger Outlets** by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS 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 \$1,800.00 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 \$1,800.00 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 acceptance of the IMPROVEMENTS.

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. All IMPROVEMENTS, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within 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. Easements and rights-of-way shall be recorded and provided to the DELAWARE COUNTY SANITARY ENGINEER before a preconstruction meeting will be permitted and 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.

If, due to unforeseen circumstances during construction activities, the DEVELOPER must install any of the IMPROVEMENTS to 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 easements prior to the

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 21, 2015

COUNTY’S acceptance of the sewer. The language and dimensions of the revised permanent exclusive sanitary easements shall be acceptable to the SANITARY ENGINEER.

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

After said acceptance, the capacity charge **and any surcharges** shall be paid by the 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 of the IMPROVEMENTS, 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 easements.

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

The 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 to the construction and operation of the IMPROVEMENTS.

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 Mrs. Lewis Aye Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 15-617

IN THE MATTER OF APPROVING THE SANITARY SEWER EXTENSION AGREEMENT FOR TRIPLE T TRANSPORT CORPORATE HEADQUARTERS OFFICE COMPLEX:

It was moved by Mr. O’Brien, seconded by Mrs. Lewis to accept the following Sanitary Sanitary Sewer Extension Agreement:

Whereas, the Director of Environmental Services recommends approval of the Sanitary Sanitary Sewer Extension Agreement:

Therefore, Be It Resolved the Board of Commissioners approve the Sanitary Sanitary Sewer Extension Agreement for Triple T Transport Corporate Headquarters Office Complex

SANITARY SEWER EXTENSION AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 21, 2015**

THIS AGREEMENT executed on this 21st day of May 2015, by and between **Triple T Investments LLC.**, herein after called "SUBDIVIDER", and the BOARD OF COUNTY COMMISSIONERS (hereinafter called "COUNTY COMMISSIONERS" or "COUNTY") of Delaware County, Ohio, as evidenced by the **Sanitary Sewer Improvements Plan for Triple T Transport Corporate Headquarters Office Complex**, is governed by the following considerations and conditions, to wit:

There are **14.21** single family residential equivalent connections approved with this AGREEMENT.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Triple T Transport Corporate Headquarters Office Complex**, all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

SUBDIVIDER shall execute a bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction **\$22,300.00** which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.

The SUBDIVIDER shall indemnify and save harmless the County, Townships, Cities 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 SUBDIVIDER, 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 SUBDIVIDER, and any of its contractors or the contractors' agents or employees.

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

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

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

Should the SUBDIVIDER become unable to carry out the provisions of this AGREEMENT, the SUBDIVIDER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this AGREEMENT. Notwithstanding any other provision of this Agreement, the COUNTY shall have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the COUNTY shall be strictly permissive and within the COUNTY's sole discretion.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall pay the DELAWARE COUNTY SANITARY ENGINEER three and one-half percent (3½%) of the estimated construction cost of the IMPROVEMENTS for plan review of **Sanitary Sewer Improvements Plan for Triple T Transport Corporate Headquarters Office Complex (\$780.50)**. The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$1,875.00** estimated to be necessary to pay the cost of inspection for **Triple T Transport Corporate Headquarters Office Complex** by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of \$600.00 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 agents or staff, the SUBDIVIDER shall make an additional deposit of \$600.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 21, 2015**

COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER. All IMPROVEMENTS, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within 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 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.

If, due to unforeseen circumstances during construction activities, the SUBDIVIDER must install any of the IMPROVEMENTS to a different location than shown on the approved and signed construction plans, the SUBDIVIDER 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, SUBDIVIDER shall provide and record revised permanent, exclusive sanitary easements prior to the COUNTY'S acceptance of the sewer. The language and dimensions of the revised permanent exclusive sanitary 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.

After said acceptance, the capacity charge **and any surcharges** shall be paid by the 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 SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

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

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

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

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

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

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

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 21, 2015

RESOLUTION NO. 15-618

IN THE MATTER OF APPROVING CHANGE ORDER NO. 2 FOR THE TARTAN FIELDS FILTER REPLACEMENT PROJECT:

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

Whereas, Delaware County is currently under contract with Kirk Brothers Company, Inc., to replace the existing sand filters at the Tartan Fields wastewater treatment plant with membrane filters; and

Whereas, when the four existing sand filter clear wells were dewatered, a large cutout opening was found in the wall of each clear well which was not anticipated in the bid documents; and

Whereas, this change order requires the contractor to cover those openings with aluminum plates to prevent gravel from traveling through the openings and causing future settlement in the floor under the new filters; and

Whereas, there is an increase in the Contract Amount of \$2,471.94 (from \$831,500.00 to \$833,971.94); and

Whereas, there is no change in the Contract Time; and

Whereas, the Sanitary Engineer has reviewed the above request and recommends the issuance of Change Order No. 2.

THEREFORE BE IT RESOLVED by the Delaware County Board of Commissioners to approve Change Order No. 2 for the Tartan Fields Filter Replacement Project and authorize the Sanitary Engineer to sign the Change Order document.

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

RESOLUTION NO. 15-619

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Chief of Emergency Medical Services recommends accepting the voluntary resignation of Peter Isbell from EMS; effective April 13, 2015.

Therefore Be it Resolved, the Board of Commissioners accept the voluntary resignation of Peter Isbell from EMS; effective April 13, 2015.

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

RESOLUTION NO. 15-620

IN THE MATTER RESCINDING RESOLUTION 15-590 (IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS):

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

WHEREAS, the Board desires to rescind Resolution 15-590 adopted on May 14, 2015; and

WHEREAS, Resolution 15-594 adopted on May 14, 2015 only approved a Supplemental Appropriation and not the rescinding of Resolution 15-590;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO:

The Board hereby rescinds Resolution 15-590.

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

ADMINISTRATOR REPORTS

Tim Hansley

-Was contacted by Rob Quigley, Orange Township Trustee, about meeting with the Board for EMS funding. A work session on June 8, 2015 at 1:30PM has been arranged.

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

-Received notice from Representative Tiberi concerning the letter we had sent in favor of private

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 21, 2015

development or local government having the ability to buy some of the land in Concord Twp. His response was that legislature approve the sale of the land of the former Scioto Juvenile Correctional Facility to the City of Columbus last year.

Commissioner O'Brien

-Will be attending a Board meeting at the Central Ohio Youth Facility today, held at the new Marysville Police Department.

Commissioner Merrell

-Handed out a draft of the letter on the Commissioners' behalf concerning Bill 58.
-Attended a CORSA training yesterday
-Attended the Senior Citizen's Hall of Fame induction yesterday. Volunteers are such a great asset to our county.

RESOLUTION NO. 15-621

IN THE MATTER OF ADJOURNING INTO EXECUTIVE FOR CONSIDERTATION OF EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to adjourn into Executive Session at 10:02 AM.

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

RESOLUTION NO. 15-622

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 11:23 AM.

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

Other Business:

Discussion about whether or not the Commissioners' would be interested in purchasing the former Scioto Juvenile Correctional Facility property.

There being no further business, the meeting adjourned.

Gary Merrell

Ken O'Brien

Barb Lewis

Jennifer Walraven, Clerk to the Commissioners