

COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 21, 2016

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

Present:
Barb Lewis, President
Jeff Benton, Vice President
Gary Merrell, Commissioner

1
RESOLUTION NO. 16-370

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 18, 2016:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on April 18, 2016; 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. Benton Aye

2
RESOLUTION NO. 16-371

IN THE MATTER OF RECOGNIZING LARRY CLINE FOR HIS 50-YEAR CAREER IN PUBLIC SERVICE:

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

WHEREAS, upon the retirement of Larry Cline from a 50-year career in public service; and

WHEREAS, the span of Larry Cline’s service began in 1966 at The Ohio State University – Marion campus as a member and President of the Student Senate and the Circle K Kiwanis Club; and

WHEREAS, Larry Cline’s service to his community continued as a member of the Buckeye Valley Local School District Board (1977-1983); as a member and Chairman of the Ohio School Boards Association (1979-1983); as a member and President of the Delaware County Board of Health (1984-1994); as a member of the Delaware County Board of Zoning Appeals (1984-1996); as a Marlboro Township Trustee (1991-2004); as a member of the Delaware County Farm Bureau (1993-2016); as a member and Chairman of the Ohio State University – Marion’s Board of Trustees (1994-2003); as a member and Co-Chair of the Delaware County 20/20 Committee (1996-2016); as a member of the Delaware County Rural Zoning Commission (2008-2016); as a member of the Delaware County Finance Authority (2008-2016); as a member of the Community Reinvestment Area Housing Council (2015-2016); and

WHEREAS, Larry Cline’s contributions to society extended to his service in the United States Navy; as the owner of Cline Farms; as a substitute teacher for the Delaware County schools; as a volunteer for Goodwill Industries, United Way, the League of Women Voters and St. Paul’s Lutheran Church; and as a proud member of the Vietnam Veterans Of America, Delaware County Chapter 1095.

WHEREAS, The Board of Commissioners of Delaware County wishes to express its gratitude for and recognition of Larry Cline for a lifetime of service.

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby officially expresses its gratitude to Larry Cline, while acknowledging that our humble expression of gratitude cannot compare or do full justice to the extraordinary record of civic achievement and sacrifice, to the sterling model of citizenry and to the legacy that Larry Cline has created.

BE IT FURTHER RESOLVED: That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board’s Official Journal.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 21, 2016

3
PUBLIC COMMENT

4
ELECTED OFFICIAL COMMENT

5
RESOLUTION NO. 16-372

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0420, AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0420:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0420, Procurement Card Payments in batch number PCAPR0420 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Account	Amount	Line
R1603139	OHIO JOB AND FAMILY SERVICES	STAFF TRAINING	22311614 - 5305	\$ 5,500.00	0001
R1603154	S M MILLER CONSTRUCTION CO INC	REPAIR TO GENERATOR FUEL LINES AND PUMP	66211904 - 5328	\$ 9,782.51	0001
R1603177	PARKSON CORPORATION	REPLACING ANTERO PP-TF-1010	66611906 - 5450	\$47,000.00	0001
R1603196	GRAYBAR ELECTRIC CO INC	HAYES - LED LIGHT CHANGE OUT	40111402 - 5328	\$28,044.00	0001

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

6
RESOLUTION NO. 16-373

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Chief of Emergency Medical Services is requesting that Lt. Travis Ries attend an EMS Conference in Columbus, OH from May 16-17, 2016 at no cost.

The Director of Economic Development is requesting that Bob Lamb and Ferzan Ahmed attend a Columbus Chamber Government Day in Columbus, OH on May 13, 2016 at the cost of \$252.48 (fund number 21011113).

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

7
RESOLUTION NO. 16-374

IN THE MATTER OF APPROVING THE SECOND AMENDMENT TO THE CONTRACT FOR MARYHAVEN, INC. TO PERFORM SERVICES AND PROVIDE ASSESSMENTS TO BE USED BY THE DELAWARE COUNTY COMMON PLEAS COURT TO DETERMINE ELIGIBILITY FOR INTERVENTION IN LIEU OF CONVICTION:

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

Whereas, The Delaware County Common Pleas Court Judges and Staff recommend approval of the following amendment to contract;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following amendment to contract with Maryhaven, Inc. to perform services and provide assessments to be used by The Delaware County Common Pleas Court to determine eligibility for intervention in lieu of conviction:

SECOND AMENDMENT TO CONTRACT FOR MARYHAVEN, INC. TO PERFORM SERVICES AND PROVIDE ASSESSMENTS TO BE USED BY THE DELAWARE COUNTY COMMON PLEAS COURT TO DETERMINE ELIGIBILITY FOR INTERVENTION IN LIEU OF CONVICTION

This Second Amendment to the Contract for Maryhaven, Inc. to Perform Services and Provide Assessments to be Used by the Delaware County Common Pleas Court to Determine Eligibility for Intervention in Lieu of Conviction (“Second Amendment”) is entered into this 21st day of April, 2016 by and between the Board of Delaware County Commissioners (“Board”), whose principal place of business is located at 101 North Sandusky Street, Delaware, Ohio

**COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 21, 2016**

43015, the Delaware County Common Pleas Court (“Court”), whose principal place of business is located at 91 North Sandusky Street, Delaware, Ohio 43015 (Board and Court collectively “County”) and Maryhaven, Inc. (“Contractor”), whose principal place of business is located at 1791 Alum Creek Drive, Columbus, Ohio 43207, (individually “Party,” collectively, “Parties”).

WHEREAS, on or about February 3, 2014 the Parties entered into a Contract for Maryhaven, Inc. to Perform Services and Provide Assessments to be Used by the Delaware County Common Pleas Court to Determine Eligibility for Intervention in Lieu of Conviction (“Contract”); and,

WHEREAS, the term of the Contract expired; and,

WHEREAS, on or about April 6, 2015 the Parties entered into a First Amendment to the Contract and thereby renewed the Contract “for an additional one year from the date the Contract expired” and modified certain terms of the Contract; and,

WHEREAS, the term of the renewed Contract under the First Amendment has expired; and,

WHEREAS, the Contract permits, upon written agreement of the Parties, for the Contract to be renewed for successive one year periods subject to the same terms and conditions provided in the Contract and upon any such terms and conditions as may be specifically agreed upon, added, and/or amended in writing by the Parties; and,

WHEREAS, The Contract also provides that the Contract may be modified by mutual agreement of the Parties; and,

WHEREAS, the Parties now desire to again renew the Contract and also to add/modify certain provisions to/of the Contract.

NOW THEREFORE, the Parties agree to renew the Contract and also to add/modify certain provisions to/of the Contract as follows:

1. **RENEWAL.** The term of the Contract is extended from the date the renewed Contract under the First Amendment expired until March 1, 2017.
2. **MAXIMUM PAYMENT.** The Contractor agrees to accept as full payment for the Services/Assessments provided by the Contractor during the term of the current renewal of the Contract pursuant to this Second Amendment (provided that all such Services/Assessments are rendered in a manner satisfactory to the Court) the lesser of the following: (1) the maximum amount of \$20,000.00 or (2) the dollar amount equal to the number of actual completed Assessments provided by the Contractor to the Court multiplied by the dollar amount per Assessment, as provided by the charts in Section 6 of the Contract, for which Assessments the County is responsible for payment. It is expressly understood and agreed that in no event will the total amount to be paid to the Contractor for Services/Assessments provided during the term of the current renewal of the Contract pursuant to this Second Amendment exceed the maximum of \$20,000.00.
3. **SUBSTITUTION OF NAMES.**
 - a. “Joyce Stimmel” shall be substituted for “Colleen Teahan” wherever such name may appear in the Contract, including, but not limited to, Sections 3(m) and 27.
 - b. The email address jstemmel@co.delaware.oh.us (Joyce Stimmel) shall be substituted for the email address ctehan@co.delaware.oh.us (Colleen Tehan) wherever such email address may appear in the Contract, including, but not limited to, Sections 27.
 - c. “Judge David M. Gormley” shall be substituted for “Judge W. Duncan Whitney” wherever such name may appear in the Contract, including, but not limited to, Sections 3(m), 7, and 27.
4. **CAMPAIGN FINANCE FORM (R.C. § 3517.13).** Pursuant to Section 31 of the Contract, the Contractor is required to complete a “Certificate/Affidavit in Compliance With O.R.C. Section 3517.13” (“Form”) The Contractor shall complete and submit a new/updated Form. The Form is attached to this Second Amendment as Exhibit A and by this reference is hereby incorporated as a part of this Second Amendment.
5. **COUNTY POLICY.** The Contractor shall be bound by, conform to, comply with, and abide by all current applicable Delaware County policies, including, but not limited to, the Contractor Safety Policy, Computer Use Policy, Social Media Policy, and Internet Use Policy (collectively “County Policy”) and shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Contract and/or for or on behalf of the County to comply with County Policy and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Contract for failure of the Contractor or any of its employees to comply with County Policy. Copies of County Policy are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind County Policy at anytime and without notice.

COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 21, 2016

- 6. **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.
- 7. **HEADINGS.** The subject headings of the paragraphs in the Contract, First Amendment, and this Second Amendment are included for purposes of convenience only and shall not affect the construction or interpretation of any of their provisions.
- 8. **DRAFTING.** The Contract, First Amendment, and this Second Amendment shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 9. **COUNTERPARTS.** The Contract, First Amendment, and this Second Amendment may have been/may be executed in counterparts.
- 10. **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.
- 11. **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.

Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

8
RESOLUTION NO. 16-375

IN THE MATTER OF APPROVING THE SECOND AMENDMENT TO CONTRACT FOR RECOVERY AND PREVENTION RESOURCES OF DELAWARE AND MORROW COUNTIES, INC. (R.P.R.) TO PERFORM SERVICES AND PROVIDE ASSESSMENTS TO BE USED BY THE DELAWARE COUNTY COMMON PLEAS COURT TO DETERMINE ELIGIBILITY FOR INTERVENTION IN LIEU OF CONVICTION:

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

Whereas, The Delaware County Common Pleas Court Judges and Staff recommend approval of the following amendment to contract;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following amendment to contract with Recovery And Prevention Resources Of Delaware And Morrow Counties, Inc. (R.P.R.) to perform services and provide assessments to be used by The Delaware County Common Pleas Court to determine eligibility for intervention in lieu of conviction:

SECOND AMENDMENT TO CONTRACT FOR RECOVERY AND PREVENTION RESOURCES OF DELAWARE AND MORROW COUNTIES, INC. (R.P.R.) TO PERFORM SERVICES AND PROVIDE ASSESSMENTS TO BE USED BY THE DELAWARE COUNTY COMMON PLEAS COURT TO DETERMINE ELIGIBILITY FOR INTERVENTION IN LIEU OF CONVICTION

This Second Amendment to the Contract for Recovery and Prevention Resources of Delaware and Morrow Counties, Inc. (R.P.R.) to Perform Services and Provide Assessments to be Used by the Delaware County Common Pleas Court to Determine Eligibility for Intervention in Lieu of Conviction (“Second Amendment”) is entered into this 21st day of April, 2016 by and between the Board of Delaware County Commissioners (“Board”), whose principal place of business is located at 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Common Pleas Court (“Court”), whose principal place of business is located at 91 North Sandusky Street, Delaware, Ohio 43015 (Board and Court collectively “County”) and Recovery and Prevention Resources of Delaware and Morrow Counties, Inc. (R.P.R.) (“Contractor”), whose principal place of business is located at 118 Stover Drive, Delaware, Ohio 43015, (individually “Party,” collectively, “Parties”).

WHEREAS, on or about February 3, 2014 the Parties entered into a Contract for Recovery and Prevention Resources of Delaware and Morrow Counties, Inc. (R.P.R.) to Perform Services and Provide Assessments to be Used by the Delaware County Common Pleas Court to Determine Eligibility for Intervention in Lieu of Conviction (“Contract”); and,

WHEREAS, the term of the Contract expired; and,

WHEREAS, on or about April 6, 2015 the Parties entered into a First Amendment to the Contract and thereby renewed the Contract “for an additional one year from the date the Contract expired” and modified certain terms of the Contract; and,

WHEREAS, the term of the renewed Contract under the First Amendment has expired; and,

**COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 21, 2016**

WHEREAS, the Contract permits, upon written agreement of the Parties, for the Contract to be renewed for successive one year periods subject to the same terms and conditions provided in the Contract and upon any such terms and conditions as may be specifically agreed upon, added, and/or amended in writing by the Parties; and,

WHEREAS, The Contract also provides that the Contract may be modified by mutual agreement of the Parties; and,

WHEREAS, the Parties now desire to again renew the Contract and also to add/modify certain provisions to/of the Contract.

NOW THEREFORE, the Parties agree to renew the Contract and also to add/modify certain provisions to/of the Contract as follows:

1. **RENEWAL.** The term of the Contract is extended from the date the renewed Contract under the First Amendment expired until March 1, 2017.
2. **MAXIMUM PAYMENT.** The Contractor agrees to accept as full payment for the Services/Assessments provided by the Contractor during the term of the current renewal of the Contract pursuant to this Second Amendment (provided that all such Services/Assessments are rendered in a manner satisfactory to the Court) the lesser of the following: (1) the maximum amount of \$20,000.00 or (2) the dollar amount equal to the number of actual completed Assessments provided by the Contractor to the Court multiplied by the dollar amount per Assessment, as provided by the charts in Section 6 of the Contract, for which Assessments the County is responsible for payment. It is expressly understood and agreed that in no event will the total amount to be paid to the Contractor for Services/Assessments provided during the term of the current renewal of the Contract pursuant to this Second Amendment exceed the maximum of \$20,000.00.
3. **SUBSTITUTION OF NAMES.**
 - a. "Joyce Stimmel" shall be substituted for "Colleen Teahan" wherever such name may appear in the Contract, including, but not limited to, Sections 3(m) and 28.
 - b. The email address jstemmel@co.delaware.oh.us (Joyce Stimmel) shall be substituted for the email address ctehan@co.delaware.oh.us (Colleen Tehan) wherever such email address may appear in the Contract, including, but not limited to, Sections 28.
 - c. "Judge David M. Gormley" shall be substituted for "Judge W. Duncan Whitney" wherever such name may appear in the Contract, including, but not limited to, Sections 3(m), 8, and 28.
4. **CAMPAIGN FINANCE FORM (R.C. § 3517.13).** Pursuant to Section 32 of the Contract, the Contractor is required to complete a "Certificate/Affidavit in Compliance With O.R.C. Section 3517.13" ("Form") The Contractor shall complete and submit a new/updated Form. The Form is attached to this Second Amendment as Exhibit A and by this reference is hereby incorporated as a part of this Second Amendment.
5. **COUNTY POLICY.** The Contractor shall be bound by, conform to, comply with, and abide by all current applicable Delaware County policies, including, but not limited to, the Contractor Safety Policy, Computer Use Policy, Social Media Policy, and Internet Use Policy (collectively "County Policy") and shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Contract and/or for or on behalf of the County to comply with County Policy and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Contract for failure of the Contractor or any of its employees to comply with County Policy. Copies of County Policy are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind County Policy at any time and without notice.
6. **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.
7. **HEADINGS.** The subject headings of the paragraphs in the Contract, First Amendment, and this Second Amendment are included for purposes of convenience only and shall not affect the construction or interpretation of any of their provisions.
8. **DRAFTING.** The Contract, First Amendment, and this Second Amendment shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
9. **COUNTERPARTS.** The Contract, First Amendment, and this Second Amendment may have been/may be executed in counterparts.
10. **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.

COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 21, 2016

11. **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.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

9

RESOLUTION NO. 16-376

IN THE MATTER OF APPROVING THE CONTRACT FOR THE PURCHASE OF TEMPORARY EMPLOYMENT AND PAYROLL SERVICES BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND ACLOCHE FOR SERVICES FOR ELIGIBLE CLIENTS OF THE TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF) PROGRAM:

It was moved by Mr. Benton, seconded by Mr. Merrell 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 for The Purchase Of Temporary Employment And Payroll Services Between The Delaware County Board Of Commissioners; The Delaware County Department Of Job And Family Services And Acloche For Services For Eligible Clients Of The Temporary Assistance For Needy Families (TANF) Program:

**CONTRACT FOR THE PURCHASE
OF
TEMPORARY EMPLOYMENT AND PAYROLL SERVICES
BETWEEN THE DELAWARE COUNTY
BOARD OF COUNTY COMMISSIONERS
AND
ACLOCHE**

This Contract is entered into this 21st day of April, 2016 by and between the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015 on behalf of Delaware County Department of Job and Family Services (hereinafter, "DCDJFS"), whose address is 140 North Sandusky Street, Delaware, Ohio 43015, and ACLOCHE (hereinafter, "PROVIDER") whose address is: 325 South Sandusky Street, Delaware, Ohio 43015 (hereinafter singly "Party," collectively, "Parties").

PRELIMINARY STATEMENTS

WHEREAS, PROVIDER provides Temporary Employment and Payroll Services to citizens in Ohio; and,

WHEREAS, DCDJFS has accepted federal funds to provide Temporary Employment and Payroll Services to eligible clients using the following funding streams:

Temporary Assistance for Needy Families (TANF) CFDA #93.558
TANF Purpose #1; and,

WHEREAS, PROVIDER is willing to provide such services or contract out for services; and,

WHEREAS, PROVIDER is willing to provide those services at an agreed-upon price.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

1. **PURPOSE OF CONTRACT**
The purpose of this Contract is to state the covenants and conditions under which PROVIDER, for and on behalf of DCDJFS, will provide Temporary Employment and Payroll Services (hereinafter collectively "Services") to clients in Delaware County, Ohio for the 2016 Summer Youth Employment Program. Eligibility for participation in the services shall be determined by DCDJFS. Services to be provided, the budget, and forms to be used for such Services are respectively described in detail and/or set forth in: DCDJFS RFQ # 01-CY16
Attachment A - Provider's Quote for RFQ # 01-CY16
2. **TERM**
This Agreement shall be effective April 25, 2016 through September 30, 2016.
3. **SCOPE OF SERVICES/DELIVERABLES**

**COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 21, 2016**

The Services to be provided under this Contract to DCDJFS by PROVIDER are set forth and are more fully described in:

DCDJFS RFQ # 01-CY16

Attachment A - Provider's Quote for RFQ # 01-CY16

with the following additions or exceptions listed below:

Payroll shall be processed weekly.

Provider shall submit invoices to DCDJFS weekly.

4. FINANCIAL AGREEMENT

A. PAYMENT PROCEDURES:

DCDJFS shall reimburse PROVIDER in accordance with the following:

To receive reimbursement, PROVIDER shall submit to DCDJFS proper weekly invoices for Services actually provided.

The Provider shall provide a weekly invoice to the DCDJFS no later than 30 days past the service month. Failure to provide the invoice within the 30 days may delay payment of the invoice.

If the invoice is not received by DCDJFS within the 30-day deadline, the Provider agrees to be bound by a negotiated percentage removal rate. Department and Provider will negotiate these rates and come to an agreement upon a reasonable and determinable amount. The suggested rates below will be the final rates between DCDJFS and the Provider unless alternative rates are mutually agreed upon prior to contract execution.

- 31-45 days 10% of the total invoice amount
- 46-60 days 20% of the total invoice amount
- 61+ days 30% of the total invoice amount

Any credit applied toward an invoice in accordance with these terms shall count toward the remaining Contract balance. The final invoice must be submitted in accordance with the above terms except that the final invoice must be submitted no later than 60 days of the end of Contract period. In the event that Contractor fails to submit the final invoice within 60 days, a credit shall apply toward the final invoice in the amount of 100% of the final invoice. Contractor agrees that said credits represent liquidated damages and are not a penalty. Contractor acknowledges and agrees that these percentages are a genuine estimate of Board's damages for late submission of invoices and are reasonable in light of the harm that will be caused by late submission, the difficulty of proving the extent of monetary loss, and the inconvenience of otherwise obtaining an adequate remedy at law.

B. MAXIMUM PAYMENT:

PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to DCDJFS, the lesser of the following: (1) The maximum amount of One Hundred Thousand Dollars and No Cents (\$ 100,000.00) or (2) the amount of actual expenditures made by PROVIDER for purposes of providing the Services. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of One Hundred Thousand Dollars and No Cents (\$100,000.00).

5. AWARD INFORMATION

CFDA Title and Number: TANF 93.558

Award Name: Temporary Assistance for Needy Families

TANF Purpose: TANF Purpose #2

Name of Federal Agency: U.S. Department of Health and Human Services

Program Authorizing Legislation: Social Security Act, Title IV, Part A as amended, Personal Responsibility and Work Opportunities Reconciliation Act of 1996, Public Law 104-193, Balanced Budget Act of 1997, Public Law 105-33.

Funding sources are contingent upon eligibility of the participant.

6. LIMITATION OF SOURCE OF FUNDS

PROVIDER warrants that any costs incurred pursuant to this Contract will not be allowable to or included as a cost of any other federally or state financed program in either the current or a prior period.

7. DUPLICATE BILLING/OVERPAYMENT

PROVIDER warrants that claims made to DCDJFS for payment, shall be for actual services rendered and do not duplicate claims made by PROVIDER to other sources of funding for the same services. In case of overpayments, PROVIDER agrees to repay DCDJFS the amount of overpayment and that to which it is entitled.

8. INFORMATION REQUIREMENTS

**COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 21, 2016**

PROVIDER will provide such information to DCDJFS as is necessary to meet the specific fiscal and program requirements contained in this Contract. This shall include regular reports, at intervals to be determined by the Parties, of services provided and outcomes achieved.

9. AVAILABILITY AND RETENTION OF RECORDS

At any time, during regular business hours, with reasonable notice and as often as DCDJFS, the Comptroller General of the United States, the State, or other agency or individual authorized by DCDJFS may deem necessary, PROVIDER shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. DCDJFS and the above named parties shall be permitted by PROVIDER to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Contract.

PROVIDER, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Contract, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, PROVIDER shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

Prior to the destruction of any records related to performance of this Contract, regardless of who holds such records, PROVIDER shall contact DCDJFS in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

10. INDEPENDENT FINANCIAL RECORDS

PROVIDER shall maintain independent books, records, payroll, documents, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall at all reasonable times be subject to inspection, review, and/or audit by duly authorized federal, state, local, or DCDJFS personnel.

11. SERVICE DELIVERY RECORDS

PROVIDER shall maintain records of services provided under this contract. Such records shall be subject at all reasonable times to inspection, review or audit by duly authorized federal, state, local, and/or DCDJFS personnel.

PROVIDER shall provide access to DCDJFS, the Ohio Department of Job and Family Services (ODJFS), the CFSA and the local WIOA area, the federal grantor agency, the comptroller general of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

12. RESPONSIBILITY FOR INDEPENDENT AUDIT

PROVIDER agrees, if required by the director of DCDJFS, to have conducted an independent audit of expenditures and records of service delivery associated with this Contract. PROVIDER is responsible for any and all costs associated with such an independent audit and shall make copies of such independent audit available to DCDJFS without cost to DCDJFS.

13. RESPONSIBILITY OF AUDIT EXCEPTIONS

PROVIDER agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority that is in any way associated with this Contract. PROVIDER agrees to reimburse DCDJFS for the amount of any such audit exception.

14. INDEPENDENT CONTRACTORS

PROVIDER shall act in performance of this Contract as an independent contractor. As an independent contractor, PROVIDER and/or its officers, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of DCDJFS and Delaware County.

PROVIDER certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained, are operative, and are current.

DCDJFS and Delaware County are public employers as defined in R.C. § 145.01(D). The Parties acknowledge and agree that PROVIDER is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. PROVIDER also agrees that, as an independent contractor, PROVIDER assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.

Because PROVIDER has been designated as an independent contractor or another classification other than public employee, no contributions will be made to the Ohio Public Employees Retirement System

**COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 21, 2016**

(“OPERS”) for or on behalf of the PROVIDER and/or any of his/her officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Contract. The PROVIDER acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed him/her of such classification and that no contributions will be made to OPERS. If the PROVIDER is an individual or has less than five (5) employees, the PROVIDER, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form (“Form”). DCDJFS shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

PROVIDER hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.

15. INDEMNIFICATION

PROVIDER shall provide indemnification as follows:

- A. To the fullest extent of the law and without limitation, PROVIDER agrees to indemnify and hold free and harmless the Delaware County, the Board, DCDJFS, and the State (collectively “Indemnified parties”) from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney’s fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the parties performance of this Contract or their actions or omissions. PROVIDER agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that PROVIDER shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney’s fees, costs, and expenses. PROVIDER further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that PROVIDER shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney’s fees.
- B. PROVIDER shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the contracted parties to this agreement.
- C. To the fullest extent of the law and without limitation, PROVIDER agrees to indemnify and hold free and harmless the Indemnified Parties from any and all actions, claims, suits, demands, judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney’s fees, arising out of or resulting from any violation of governmental laws, regulations, any spoilage, harm, damage, injury, or loss of or upon the environment, including, but not limited to land, water, or air, or any adverse effect on the environment, including, but not limited to land, water, or air, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the contracted parties performance of this Contract or their actions or omissions. PROVIDER agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that PROVIDER shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney’s fees, costs, and expenses. PROVIDER further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that PROVIDER shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney’s fees.

16. INSURANCE

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

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

Worker’s Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.

Commercial General Liability Insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, including coverage for subcontractors, if any are used.

Umbrella or Excess Liability* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.

Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.

**COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 21, 2016**

The Board of Delaware County Commissioners (not the Department of Job & Family Services) must be named as "Additional Insured" on the policies listed in paragraphs b, c, and d above. The Board of Delaware County Commissioners must also be named as the Certificate Holder.

*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.

Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$3,000,000 Combined Single Limit. The Board and DCDJFS must be named as "Additional Insured" on the policies listed in paragraphs above. The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf. All insurance shall be written by insurance companies licensed to do business in the State of Ohio.

The insurer shall provide thirty (30) days written notice to DCDJFS before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.

If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the Board and DCDJFS within seven (7) calendar days of change.

During the life of the Contract, the Board or DCDJFS may require PROVIDER to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate of insurance within seven (7) calendar days of the request may be considered as default.

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

Provider's failure to maintain current insurance certificates at any time during the duration of the contract awarded pursuant to this RFP shall be deemed a breach of the contract. In the event of such breach, the County shall have the right to withhold any further payment(s) due to Provider and to terminate the contract immediately without liability for any such payment(s).

In lieu of termination, the County may, at its option, choose to withhold any further payment(s) due to the Provider until the Provider presents current certificates. In the event that the Provider fails to present current certificates to the County's satisfaction, the County may exercise its right to terminate the contract in accordance with the above paragraph.

17. CONFLICT OF INTEREST

The PROVIDER covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with the Board, the DCDJFS, or projects or programs funded by the Board or the DCDJFS, has any personal financial interest, direct or indirect, in this contract. The PROVIDER further covenants that in the performance of this Contract, no person having such conflicting interest shall knowingly be employed by the PROVIDER. Any such interest, on the part of the Contractor or its employees, when known, must be disclosed in writing to the DCDJFS.

18. PROGRAM EVALUATION AND MONITORING

Programmatic Monitoring is required by ORC 5101:2-47-23.1. Such monitoring will take place during the contract service period, utilizing a monitoring format and checklist developed by the DCDJFS. The checklist will be used to sign-off and confirm agreement on the items that are non-compliant with contract terms and deliverables. Contractor will be required to develop a plan, approved by the DCDJFS, to correct noncompliance issues within a term defined by the DCDJFS.

DCDJFS shall conduct Risk Assessment monitoring during the contract service period and annually for contracts where the service period (and its related service period extensions) exceeds 12 months.

19. RESPONSIBILITY FOR BOARD / DCDJFS PROPERTY

PROVIDER shall assume full responsibility for any damage to or loss of any DCDJFS and/or County property, including but not limited to, buildings, structures, vehicles, fixtures, furnishings, equipment, supplies, accessories and/or parts resulting in whole or part from any acts or omissions, seen or unforeseen, intentional or unintentional, known or unknown, of PROVIDER or any board members, officials, officers, employees, agents, representatives, volunteers, and/or servants of PROVIDER as related to this contract or services provided thereunder.

20. TERMINATION

A. TERMINATION FOR THE CONVENIENCE:

The Parties may terminate this Contract at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Parties. PROVIDER shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. BREACH OR DEFAULT:

Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the

**COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 21, 2016**

aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, PROVIDER shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. WAIVER:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If any Party fails to perform an obligation or obligations under this contract and such failure(s) is (are) waived by the other Parties, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by any Party shall be authorized in writing and signed by an authorized Party representative.

D. LOSS OF FUNDING:

It is understood by PROVIDER that availability of funds for this contract and thus this contract is contingent on appropriations made by the Local, State and/or Federal governments. In the event that the Local, State and/or Federal reimbursement is no longer available to DCDJFS, PROVIDER understands that changes and/or termination of this contract will be required and necessary. To the extent permitted by law, PROVIDER agrees to hold harmless DCDJFS and the Board for any such changes and/or termination. Such changes and/or termination shall be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by DCDJFS.

21. SAFEGUARDING OF CLIENT

The Parties agree that the use or disclosure by any Party of any information concerning any individual eligible for services provided pursuant to this contract for any purpose not directly related with the administration of this contract is strictly prohibited except upon the written consent of DCDJFS and the individual or, if a minor, his/her responsible parent or guardian.

22. CIVIL RIGHTS

DCDJFS and PROVIDER agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that PROVIDER will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

23. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED

PROVIDER agrees as a condition of this contract to make all services provided pursuant to this contract accessible to the disabled/handicapped. PROVIDER further agrees as a condition of this contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

24. FAIR HEARING

In accordance with state regulations, DCDJFS is charged with fulfilling responsibilities relative to appeals and/or state hearings brought or initiated by those receiving and/or participating in the services. PROVIDER, its respective officials, officers, employees, agents, representatives, volunteers, and/or servants agree to and shall be under the direction of DCDJFS relative to any such appeals and/or state hearings. Additionally, PROVIDER, its respective officials, officers, employees, agents, representatives, volunteers, and/or servants agree to assist in the informational gathering and support processes related to the appeals and/or state hearing process and participation in the state hearing and/or appeal itself.

25. DRUG-FREE WORKPLACE

PROVIDER agrees to comply and certifies compliance with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. PROVIDER shall make a good faith effort to ensure that all of its and any of its officials, officers, employees, agents, representatives, volunteers, and/or servants will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

26. CAMPAIGN FINANCE – COMPLIANCE WITH ORC § 3517.13

**COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 21, 2016**

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

27. FINDINGS FOR RECOVERY

PROVIDER certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

28. ASSURANCES AND CERTIFICATIONS

PROVIDER assures and certifies that:

It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

Appropriate standards for health and safety in work and training situations will be maintained.

It shall comply with the provisions of the Delaware County Concealed Carry Policy when providing services under this Contract.

All reports, brochures, literature and pamphlets developed through the Contract will acknowledge DCDJFS and its role as the funding source for activities and programs of PROVIDER.

It recognizes and accepts its responsibility to maintain easily accessible and auditable financial and programmatic records.

Neither it nor any other units planned for participation in the activities to be funded hereunder, are listed on the debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to Contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment.

It will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.

It agrees to comply with 42 U.S.C. Sections 1320d through 1320d-8, and implementing regulations at 45 C.F.R. Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996.

Nothing in this Contract shall be interpreted to prohibit concurrent use of multiple sources of public funds to serve participants as long as the funds from Contract supplement and do not supplant existing services. Supplanting of funds is considered material breach of this Contract, permitting DCDJFS to terminate the Contract.

All fixed assets purchased with funds provided through this Contract remain the property of the BOARD. Upon termination of the Contract, PROVIDER may be asked to return equipment and other fixed assets to Board or DCDJFS.

It agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. PROVIDER further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.

It is bound by all of the confidentiality, disclosure and safeguarding requirements of the Ohio Revised Code and the Ohio Department of Job & Family Services, including, but not limited to those stated in the Ohio Revised Code Sections 5101.26, 5101.27, 5101.272, 5101.28, 5160.45, 42 Code of Federal Regulations Sections 431.300 through 431.307 and Ohio Administrative Code Section 5101:1-1-03 and 5160:1-1-01.1. Disclosure of information in a

**COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 21, 2016**

manner not in accordance with all applicable federal and state laws and regulations is deemed a breach of the Contract and subject to the imposition of penalties, including, but not limited to, the penalties found in Revised Code Section 5101.99.

By signing this Contract, PROVIDER certifies that it is currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code chapter 102 and the related provisions of chapter 2921.

It will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.D. 1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any federal award will be disclosed.

It will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 SC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15, which prohibit the use under nonexempt federal contracts, grants, or lands of facilities included in the EPA List of Violating Facilities. Violations shall be reported to the State/county agency and to the US EPA Assistant Administrator for Enforcement (EN-329).

It is not listed in the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689. Endorsement of this Contract certifies its exclusion status and that of its principals. PROVIDER shall immediately notify Board of any delinquent federal debt, and in the event of such delinquent debt, the Government wide commercial purchase card shall not be authorized as a method of payment under the Contract. In the event that PROVIDER is placed on the excluded party list at any time, BOARD or DCDJFS shall have the right to terminate this Contract immediately without additional payment for any services rendered. PROVIDER shall reimburse Board for any loss, costs, or expenses resulting from PROVIDER's inclusion on the excluded parties list or PROVIDER's delinquent federal debt.

It shall report any suspected public assistance fraud to the Fraud and Benefit Recovery Unit of the Ohio Department of Job and Family Services.

It will comply with "Rights to Inventions" clause 37 C.F.R. part 401 pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this contract.

It will ensure that no contracts are entered into with or purchase made from a person or entity which is debarred or suspended or is otherwise ineligible for participation in federal assistance programs in accordance with OAC Section 5101:9-4-07(J)(7).

It will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented by DOL regulations (29 C.F.R. part 3).

It will comply with sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 3708) as supplemented by DOL regulations (29 C.F.R. part).

29. NOTICES

All notices which may be required by this contract or by operation of any rule of law shall be sent via United States certified mail, return receipt requested, and/or personally delivered to the following individuals at the following addresses and shall be effective on the date received:

<p>PROVIDER: Morgan Salisbury Account Executive Acloche 325 South Sandusky Street Delaware, Ohio 43015</p>	<p>Delaware County Job and Family Services: David S. Dombrosky Director Delaware County Job and Family Services 140 N. Sandusky St., 2nd Floor Delaware, Ohio 43015</p>
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30. PUBLICITY

In any publicity release or other public reference, including media release, information pamphlets, etc. on the services provided under this contract, it will be clearly stated that the project is partially funded by ODJFS, through the Delaware County Commissioners and DCDJFS.

31. GOVERNING LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and

**COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 21, 2016**

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

32. SEVERABILITY

If any item, condition, portion, or section of this contract or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and be complied with.

33. ENTIRE AGREEMENT

This contract, along with all of its attachments, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

34. SIGNATURES

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

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

**10
RESOLUTION NO. 16-377**

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR CLARK-SHAW TRUNK SEWER PROJECT 1 AND CLARK-SHAW TRUNK SEWER PROJECT 2:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following sanitary sewer improvement plans for Clark-Shaw Trunk Sewer Project 1 and Clark-Shaw Trunk Sewer Project 2 for submittal to the Ohio EPA for their approval.

WHEREAS, the Executive Director recommends sanitary sewer improvement plans for Clark-Shaw Trunk Sewer Project 1 and Clark-Shaw Trunk Sewer Project 2 for submittal to the Ohio EPA for their approval.

THEREFORE BE IT RESOLVED, that the Board of Commissioners approve sanitary sewer plans for Clark-Shaw Trunk Sewer Project 1 and Clark-Shaw Trunk Sewer Project 2 for submittal to the Ohio EPA for their approval.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

**11
RESOLUTION NO. 16-378**

IN THE MATTER OF APPROVING THE SANITARY DEVELOPER'S AGREEMENT FOR VERONA SANITARY SEWER PUMP STATION AND FORCE MAIN IMPROVEMENTS 2016:

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

WHEREAS, the Executive Director recommends approval of the Sanitary Developer's Agreement;

THEREFORE, BE IT RESOLVED that the Board of Commissioners approve the Developer's Agreement for Verona Sanitary Sewer Pump Station and Force Main Improvements 2016:

**DEVELOPER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER**

SECTION I: INTRODUCTION

This Agreement is entered into on this 21st day of April 2016, by and between **Verona LLC** (hereinafter called "DEVELOPER") and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County"), as evidenced by the Sanitary Sewer Improvement Plan titled **VERONA SANITARY SEWER PUMPSTATION & FORCEMAIN IMPROVEMENTS 2016**, is governed by the following considerations and conditions, to wit:

The 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 **VERONA SANITARY SEWER PUMPSTATION & FORCEMAIN IMPROVEMENTS 2016**, dated **March, 2016** and approved by the County on **April 18, 2016**, all of which are a part of this Agreement. The Developer shall pay the entire cost and expense of the Improvements.

**COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 21, 2016**

SECTION II: CAPACITY

There are **0** single family residential equivalent connections approved with this Agreement.

SECTION III: FINANCIAL WARRANTY

The Developer has previously executed a performance bond in the amount of \$975,000 as referenced in the Plan Approval and Subdivider's Agreement for Verona Section 1 as approved by Resolution No. 15-1151 of the County Commissioners to insure faithful performance of these Agreements and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio and the City of Powell, Ohio.

The Developer 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 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 work forthwith and act against the performance surety for the purpose of proper completion of the Improvements for **Verona Sanitary Sewer Pumpstation & Forcemain Improvements 2016**.

SECTION IV: FEES

It is further agreed that upon execution of this Agreement, the Developer shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of **Verona Sanitary Sewer Pumpstation & Forcemain Improvements 2016 (\$24,628.45)**. The Developer shall also deposit with the Delaware County Sanitary Engineer the sum of **\$59,850.00** estimated to be necessary to pay the cost of inspection for **Verona Sanitary Sewer Pumpstation & Forcemain Improvements 2016** by the Delaware County Sanitary Engineer. The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Developer and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the Delaware County Sanitary Engineer shall be reimbursed from charges against the deposit. At such time as the fund has been depleted to a level of \$600.00 or less, as a result of charges against the fund at the rate of:

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

for time spent by the Delaware County Sanitary Engineer or his or her staff, the Developer shall make an additional deposit of \$600.00 to the fund. Upon completion of all Improvements provided herein and acceptance of Improvements 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.

In addition to the charges above, the Developer shall pay the cost of any third party inspection services for **Verona Sanitary Sewer Pumpstation & Forcemain Improvements 2016** as required by the County.

SECTION V: CONSTRUCTION

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 Developer 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 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 the Developer, and any of its contractors or the contractors' agents or employees in connection with the Work.

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

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 Delaware County Sanitary Engineer shall evaluate this request. If the request for a revision is approved in writing by the Delaware County Sanitary Engineer, then the Developer shall provide and record a revised, permanent, exclusive sanitary easement prior to the County's acceptance of the sewer. The language and dimensions of the revised, permanent, exclusive sanitary easements

**COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 21, 2016**

shall be subject to the approval of the Delaware County Sanitary Engineer.

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

The Developer shall obtain all other necessary utility services incident to the construction of the 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.

SECTION VI: EASEMENTS

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 subject to approval 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, in writing, by the Delaware County Sanitary Engineer.

SECTION VII: COMPLETION OF CONSTRUCTION

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 Improvements.

The Developer shall within thirty (30) days following completion of construction of the Improvements, and prior to final acceptance, furnish to the 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 and/or the City of Powell. 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. If each or any Section/Phase/Part is accepted separately, DEVELOPER agrees to provide as built drawings for each Section/Phase/Part as requested and one complete set of as built drawings for the **Verona Sanitary Sewer Pumpstation & Forcemain Improvements 2016** Sanitary Sewer Improvement Plan with the last final acceptance.
- (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 the 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 the construction of the Improvements.
- (5) Documentation showing the required sanitary easements.

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

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.

After the acceptance of the Improvements, 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.

SECTION VIII: SIGNATURES

IN CONSIDERATION WHEREOF, the County Commissioners hereby grant the Developer or its agent the right

**COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 21, 2016**

and privilege to make the Improvements stipulated herein and as shown on the approved plans.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

12

ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator

- Had a meeting with the Fair Board about the possibility of transferring deeds over to the Agricultural Society. Will meet with the new Fair Board Manager in early June.
- Had a follow up conversation with Moody today. Will have a similar conversation with Standards and Poor's on Monday. Optimistic that Delaware County will receive a favorable rating.
- Have been busy meeting with the elected officials to officially meet them as County Administrator. It seems the commissioners have a very workable relationship with all departments within the county.

13

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton

- Attended the Legends Luncheon yesterday; which is a prelude to the Memorial Tournament.
- Will be meeting with legislation this Friday along with Delaware/Morrow Mental Health Recovery
- Attended a fund raiser at Prosecutor O'Brien's home yesterday for Turning Point which is working to open a facility near the fairgrounds

Commissioner Merrell

- Also attended the Legends Luncheon yesterday. The event raises money for Children's Hospital. Children's is such a great part of the Central Ohio area.
- Received a text from Representative Brenner that a bill passed through the House with a 94-0 voted that addresses the duplicity of billing for 911 services
- Would like to suggest that County Administrator Ahmed, County Engineer Bauserman and Sanitary Engineer Mike Frommer meet to build a procedure for consideration of the future Farm Preservation Program.

Commissioner Lewis

- Attended a table top exercise at the Columbus Zoo yesterday. This exercise was put on by E.M.A. to enable countywide agencies to develop a plan in the event of an attack of a large area.
- Toured the SIMS recycling facility in Marion yesterday also as a part of the DKMM policy committee
- Attended the fundraiser at Prosecutor O'Brien's home yesterday. This will help fund the first domestic violence shelter in Delaware County.

There being no further business, the meeting adjourned.

Gary Merrell

COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 21, 2016

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners