

COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JUNE 27, 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

Absent:
 Gary Merrell, Commissioner

1
RESOLUTION NO. 16-616

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 23, 2016:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on June 23, 2016; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

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

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

2
PRESENTATION FROM THE STATE AUDITOR

3
PUBLIC COMMENT

4
ELECTED OFFICIAL COMMENT

5
RESOLUTION NO. 16-617

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0624:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0624 and Purchase Orders as listed below:

	<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>	
PO' Increase					
	Ultimate Care	Job and Family Services	22511607-5342	\$42,227.52	
PR Number	Vendor	Description	Account	Amount	Line
R1603976	NORTH CENTRAL JOBS FOR OHIO GRADUATES	JOG 1ST AMENDMENT	22411603 - 5348	\$42,000.00	0001
R1603976	NORTH CENTRAL JOBS FOR OHIO GRADUATES	JOG 1ST AMENDMENT	22311611 - 5348	\$28,000.00	0002
R1603984	FIBERGRATE COMPOSITE STRUCTURE INC	PURCHASE OF GRATING FOR TANKS AT HOOVERWOODS	66211909 - 5201	\$8,500.00	0001

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

6
RESOLUTION NO. 16-618

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2016**

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

The Chief of Emergency Medical Services is requesting that Lt. Sam Moore attend a National Fire Academy Course-Management/Advanced Leadership in EMS in Emmitsburg, MD from February 6-17 2017 at the cost of \$300.48 (fund number 10011303).

The Code Compliance Department is requesting that Duane Matlack attend a one-day seminar (Managing Multiple Priorities, Projects and Deadlines) in Columbus, Ohio July 13, 2016; at the cost of \$39.00 (fund number 10011301).

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

7

RESOLUTION NO. 16-619

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT FOR THE PROJECT KNOWN AS BOX CULVERT SUPPLY BID 2016-8A – REBID:

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

**Box Culvert Supply Bid 2016-8A - Rebid
Bid Opening of June 3, 2016**

Whereas, as the result of the above referenced bid opening, The Engineer recommends that a bid award be made to Mack Industries, Inc., the only bidder for the project; and

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

Whereas, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and Mack Industries, Inc. for the project known as Box Culvert Supply Bid 2016-8A - Rebid as follows:

CONTRACT

THIS AGREEMENT is made this 27th day of June, 2016 by and between **Mack Industries, Inc., 201 Columbia Road, Valley City, Ohio 44280**, hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named "**Box Culvert Supply Bid 2016-8A - Rebid**", and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed **One Hundred Twenty-Three Thousand Seven Hundred Seventy Dollars (\$123,770)**, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JUNE 27, 2016

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

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

8

RESOLUTION NO. 16-620

IN THE MATTER OF ACCEPTING ROADS, APPROVING RECOMMENDED SPEED LIMITS, RELEASING SURETY AND ESTABLISHING STOP CONDITIONS FOR SCIOTO RESERVE SECTION 4, PHASE 13:

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

Whereas, The Engineer has reviewed the roadway construction of the roads within Scioto Reserve Section 4, Phase 13 Subdivision (“Subdivision”) and finds them to be constructed in accordance with the approved plans.

Therefore, it is his recommendation that the following roadways within the Subdivision be accepted into the public system.

- An extension of 0.09 mile to **Township Road Number 1330, Kellogg Drive**
- An extension of 0.08 mile to **Township Road Number 1440, Daylilly Drive**
- An extension of 0.11 mile to **Township Road Number 1442, Freesia Drive**

Whereas, The Engineer also recommends that 25 mile per hour speed limits be established throughout the Subdivision; and

Whereas, The Engineer requests approval to return the Letter of Credit being held as maintenance surety to the owner, Homewood Corporation; and

Whereas, The Engineer also requests that stop conditions be established at the following intersections within the Subdivision:

- On Township Road Number 1330, Kellogg Drive, at its intersection with Township Road Number 1442, Freesia Drive
- On township Road Number 1440, Daylilly Drive, at its intersection with Township Road Number 1330, Kellogg Drive

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

9

RESOLUTION NO. 16-621

IN THE MATTER OF APPROVING DITCH MAINTENANCE PETITIONS AND DITCH MAINTENANCE ASSESSMENTS FOR HOGBACK BAY, NELSON FARMS SOUTH AND SRI SAIBABA TEMPLE SOCIETY OF OHIO PARKING LOT EXPANSION:

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

Hogback Bay

WHEREAS, on June 27, 2016, a Ditch Maintenance Petition for Hogback Bay was filed with the Board of Commissioners of Delaware County (the “Board”), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within Hogback Bay located off of Hogback Road in Brown Township; and

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

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

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2016**

criteria for acceptance into the Delaware County Drainage Maintenance Program.

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

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

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

The cost of the drainage improvements is \$41,096.11. The drainage improvements are being constructed for the benefit of the lot(s) being created in the subject site. Four lots are created in these plats and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore \$10,274 per lot. An annual maintenance fee equal to 2% of this basis (\$205.48) will be collected for each lot.. The basis for calculating the maintenance assessment shall be reviewed and subject to revision every six (6) years. The first year's assessment for all the lots in the amount of \$821.92 has been paid to Delaware County, receipt of which is hereby acknowledged.

Nelson Farms South

WHEREAS, on June 27, 2016, a Ditch Maintenance Petition for Nelson Farms South was filed with the Board of Commissioners of Delaware County (the "Board"), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within Nelson Farms South located off of State Route 315 in Liberty Township; and

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

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

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

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

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

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

The cost of the drainage improvements is \$157,600.00 for the benefit of the lots being created in this subdivision. 6 lots are being created in these plats and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore \$26,266.67 per lot. An annual maintenance fee equal to 2% of this basis (\$525.33) will be collected for each lot. It is understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment in the amount of \$3,151.98 has been paid to Delaware County, receipt of which is hereby acknowledged.

Sri Saibaba Temple Society of Ohio Parking Lot Expansion

WHEREAS, on June 27, 2016, a Ditch Maintenance Petition for Sri Saibaba Temple Society of Ohio Parking Lot Expansion was filed with the Board of Commissioners of Delaware County (the "Board"), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within Sri Saibaba Temple Parking Lot located off of Lewis Center Road in Orange Township; and

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

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

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that

COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2016

the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

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

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

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

The cost of the drainage improvements is \$26,100.00. The drainage improvements are being constructed for the benefit of the lot(s) being created in the subject site. The developed area of 1.86 acres will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore \$14,032.26 per acre. An annual maintenance fee equal to 2% of this basis (\$280.65) will be collected for each developed lot. The basis for calculating the maintenance assessment shall be reviewed and subject to revision every six (6) years. The first year's assessment for all the lots in the amount of \$522.00 has been paid to Delaware County, receipt of which is hereby acknowledged.

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

10

RESOLUTION NO. 16-622

IN THE MATTER OF APPROVING CONTRACTS OF SALE AND PURCHASE BETWEEN PIERCE ANN ASBURY AND SANDRA ANN ASBURY AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR DEL-CR10-0.90:

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

Whereas, the County Engineer recommends approval of the contracts of sale and purchase with Pierce Ann Asbury and Sandra Ann Asbury for the project known as DEL-CR10-0.90

Now Therefore Be It Resolved that:

Section 1. The Delaware County Board of Commissioners approve the contracts of sale and purchase with Pierce Ann Asbury and Sandra Ann Asbury for the project known as DEL-CR10-0.90 as follows:

Pierce Ann Asbury

CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS

WITNESSETH: On this 27th day of June, 2016, Pierce Ann Asbury, Single, whose address is 8283 S. Old State Road, Lewis Center, Ohio 43035 hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
PAR. 129WD, T DEL-CR10-0.90, S. Old State Road Widening

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER at Closing the total sum of One Hundred Twenty Eight Thousand Nine Hundred Sixty Four and 00/100 Dollars (\$128,964.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
 - (A) All title, rights, and interest in and to the PROPERTY; and,
 - (B) For damages to any residual lands of the SELLER; and,
 - (C) For SELLER's covenants herein; and,
 - (D) For expenses related to the relocation of the SELLER, their family, and business; and,
 - (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2016**

taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for pro rata apportionment based on the ratio the Property bears to the remainder of Seller's real estate of all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
5. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
6. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
7. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
8. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
9. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY to such extent that the Property cannot be used by Purchaser for Purchaser's intended purpose, resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

10. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2016**

brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.

11. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.
12. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
13. 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 to be complied with.
14. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
15. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, 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.
16. Purchaser hereby accept the Property in "as is" and "where is" condition with all faults and defects as such exists as of the acceptance date. Seller shall not be required to make any additions, alterations or improvements to the Property and makes no express or implied representations or warranties with respect to the condition of the Property or suitability or fitness of such. Purchaser states that it has entered into this Agreement without reliance on any representation or warranty either made by Seller prior to or upon memorialization of this Agreement.
17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Sandra Ann Asbury

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 27th day of June, 2016, Sandra Ann Asbury FKA Sandra Ann Faulhaber, Single whose address is 8255 S. Old State Road, Lewis Center, Ohio 43035 hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
PAR. 130WD, T DEL-CR10-0.90, S. Old State Road Widening

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2016**

1. PURCHASER promises and agrees to pay to the SELLER the total sum of SIX THOUSAND Thirty Six and 00/100 Dollars (\$6,036.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
 - (A) All title, rights, and interest in and to the PROPERTY; and,
 - (B) For damages to any residual lands of the SELLER; and,
 - (C) For SELLER's covenants herein; and,
 - (D) For expenses related to the relocation of the SELLER, their family, and business; and,
 - (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
5. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
6. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
7. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
8. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
9. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2016**

discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

10. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
11. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.
12. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
13. 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 to be complied with.
14. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
15. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, 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.
16. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Section 2. The Board approves Purchase Orders and Vouchers for the above contracts.

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

11

RESOLUTION NO. 16-623

IN THE MATTER OF APPROVING A MAINTENANCE AGREEMENT FOR A TRAFFIC SIGNAL AND STREET LIGHTING SYSTEM ON WILSON ROAD (DELAWARE COUNTY ROAD 56):

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

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2016**

**MAINTENANCE AGREEMENT FOR
A TRAFFIC SIGNAL AND STREET LIGHTING SYSTEM
ON WILSON ROAD (DELAWARE COUNTY ROAD 56)**

This Agreement, made this 27th day of June, 2016 by and between the Delaware County Board of Commissioners whose address is 101 North Sandusky Street, Delaware, Ohio 43015, (the "County") acting by and through the Delaware County Engineer's Office whose address is 50 Channing Street, Delaware, Ohio 43015 and Columbus Outlets, LLC whose address is c/o Tanger Outlets, 3200 Northline Avenue, Suite 360, Greensboro, NC 27408 (the "Company"), hereinafter collectively referred to as the "Parties".

WHEREAS, a traffic signal has been installed at the private driveway entrance to the Tanger Outlets Mall ("Mall") at Wilson Road to provide for the safe and efficient control of the ingress and egress of traffic to/from the Mall, at the location shown in Exhibit A, attached hereto and by this reference made a part of this Agreement; and,

WHEREAS, for safety and aesthetic purposes, the Company has installed street lighting along Wilson Road at locations shown in Exhibit B, attached hereto and by this reference made a part of this Agreement; and,

WHEREAS, said traffic signal and street lighting has been constructed in accordance with the Owner's Agreement between the Delaware County Board of Commissioners and the Company governing improvement of Wilson Road (County Road 56) in conjunction with development of the Mall, attached hereto and by this reference made part of this Agreement;

WITNESSETH THAT:

In consideration of the mutual covenants hereinafter contained and for the purpose of maintaining the traffic signal located at the intersection of Wilson Road and the private driveway to the Tanger Outlet Mall, and maintaining the street lighting system along Wilson Road (County Road 56) south of US36/SR37, hereinafter collectively referred to as the "Facilities", the parties hereby agree to the following, to wit:

I. OWNERSHIP AND MAINTENANCE OF TRAFFIC SIGNAL AND STREET LIGHTS

It is hereby agreed and understood by the Parties that ownership of the Facilities, including all installed appurtenances and component parts, shall be vested in the Delaware County Board of Commissioners as a part of Wilson Road (County Road 56). The County Engineer, acting as required by Ohio Revised Code Section 5543.01, shall have general charge and responsibility for maintenance thereof.

II. MODIFICATIONS TO THE FACILITIES

A. TRAFFIC SIGNAL

If either party determines that modifications to the traffic signal including all appurtenances thereto are necessary, or if changes to the signal timing is necessary to improve the safety or flow of traffic in the area, the parties shall consult on the desired modifications and, to the extent possible, shall agree on the modifications to be made and the payment of the costs attendant thereto, if any. Work on the traffic signal shall not be performed by the Company or its agents or contractors without the express written consent of the County, through right of way work permit or similar documentation.

The County reserves the right to modify or improve the traffic signal and appurtenances thereto, as it deems necessary for the safety, welfare and convenience of the public without the consent of the Company if the parties do not agree.

In the cases of modification(s) to the signal made at the request or with the consent of Company with an associated cost, the County shall track the expenses of such modification(s) and submit an invoice to the Company for the actual cost of materials, labor and equipment for the modification(s) within 30 days after the completion of the work. Payment of the invoice by the Company shall be made within 30 days after receiving the invoice. County shall be responsible for costs of modifications to the signal made without the Company's consent.

B. STREET LIGHTS

If either party determines that modifications to the street lighting system, including all appurtenances thereto, are necessary, then the parties shall consult on the desired modifications and, to the extent possible, shall agree on the modifications to be made and the payment of the costs attendant thereto, if any. Work on the traffic signal shall not be performed by the Company or its agents without the express written consent of the County, through a right of way work permit or similar documentation.

The County reserves the right to modify, improve or remove the street lights and appurtenances thereto, including the roadway approaches, as it deems necessary for the safety, welfare and convenience of the public without the consent of the Company if the parties do not agree.

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2016**

In the cases of modification(s) to the street lights made at the request or with the consent of Company with an associated cost, the County shall track the expenses of such modification(s) and submit an invoice to the Company for the actual cost of materials, labor and equipment for the modification(s) within 30 days after the completion of the work. Payment of the invoice by the Company shall be made within 30 days after receiving the invoice. County shall be responsible for costs of modifications to the street lights made without the Company's consent.

III. ELECTRICITY CHARGES

A. TRAFFIC SIGNAL

The Developer will pay all costs of set-up and connection to an electric supply as part of construction of the traffic signal.

The County shall then, as a part of the fixed fee for routine maintenance, pay all regular, ongoing costs for the supply of electricity to the traffic signal. The County will hold the billing account for supply of electricity and shall receive regularly billing statements from the utility provider and pay any balances due.

B. STREET LIGHTING SYSTEM

The Company shall pay all costs associated with the connection and supply of electricity to the street lighting system, and shall hold the billing account for such service and make payment directly to the utility provider. The County shall have no responsibility to provide electricity or payment to the utility.

The Company shall maintain electric service to the street lights at all times, except for during times of utility outage beyond the control of the Company. Failure to maintain electric service to the street lights shall be considered failure to perform and shall be cause for the County to remove the street lights.

IV. MAINTENANCE

A. TRAFFIC SIGNAL

1. Routine Maintenance: The County or its contractor shall provide all required routine inspections and maintenance service required for the operation of the traffic signal. Routine maintenance shall include those functions necessary for maintaining the traffic signal in proper working order at all times and shall include, but are not limited to, repair and replacement of all worn out, malfunctioning or obsolete signal components or those that may be damaged by deterioration or accident having a repair or replacement cost of less than \$3,000.00 per year. Routine maintenance shall not be considered modification that substantially enhances the operation or value of the traffic signal.

The Company shall pay to the County a fixed maintenance fee determined by the County which shall not exceed \$3,000.00 per year without subsequent agreement by the Parties, for the costs of routine maintenance and supply of electricity as described above.

2. Major maintenance: The County or its contractor shall provide all required major maintenance which shall include repair and/or replacement of all worn out, malfunctioning or obsolete signal components or those that may be damaged by deterioration or accident having a repair or replacement cost in excess of \$3,000.00 per year. The County and Company shall each pay 50% of the costs of major maintenance.

The County shall obtain consent of the Company prior to initiating any major maintenance, except in the case where the County determines that an emergency exists and immediate repairs are necessary to preserve the health, safety or welfare of the public, and in such case may proceed to perform such major maintenance as required without consent of the Company.

All work shall be performed by competent and qualified persons.

The County shall submit an invoice to the Company for costs as described above, which shall include all necessary materials, labor and equipment to perform maintenance as described above for the calendar year, on or about January 1. Payment of the invoice by the Company shall be made within 30 days after receiving the invoice.

B. STREET LIGHTING SYSTEM

The Company or its contractor shall provide all required routine inspections and maintenance service required for the operation of the street lighting system. Routine maintenance shall include those functions necessary for maintaining the street lighting system in proper working order at all times and

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2016**

shall include, but are not limited to, repair and replacement of all worn out, malfunctioning or obsolete components or those that may be damaged by deterioration or accident. Routine maintenance shall not be considered modification that substantially enhances the operation or value of the street lighting system. All work shall be performed by competent and qualified persons.

On or before January 31 of each calendar year, the Company shall submit to the County a report documenting the inspection and normal maintenance performed on the street lighting system made within the prior calendar year.

V. RIGHT OF ENTRY

The Company hereby gives the County and its employees, agents and contractors the Right of Entry to operate and maintain those portions of the traffic signal located on the property of the Company, as described in Exhibit "A" and within this Agreement, within reasonable proximity of the traffic signal and all appurtenances and component parts.

VI. REMOVAL

A. TRAFFIC SIGNAL

If the County determines that, (1) upon the basis of a traffic engineering study, the traffic signal and/or appurtenances thereto are no longer necessary for the safety, convenience or welfare of the traveling public or persons traveling to or from the Company's property, or (2) if through normal deterioration and wear of main structural component parts, but not less than 20 years hence from execution of this Agreement, the traffic signal is no longer in serviceable working order, then all such equipment, material and devices shall be removed by the County at no expense to the Company. All salvageable materials and equipment shall become the property of the County and those portions of this agreements relating to the traffic signal shall become null and void and the Parties shall be relieved of all obligations under this Agreement pertaining thereto.

If the County and Company agree to replace the traffic signal, the Parties shall do so by amendment to this agreement.

B. STREET LIGHTINING SYSTEM

If the County determines that, (1) upon the basis of a traffic engineering study, the street lighting system and/or appurtenances thereto are no longer necessary for the safety, convenience or welfare of the traveling public or persons traveling to or from the Company's property, or (2) if through normal deterioration and wear of main structural component parts, but not less than 20 years hence from execution of this Agreement, the street lighting system is no longer in serviceable working order, then all such equipment, material and devices shall be removed by the County at no expense to the Company. All salvageable materials and equipment shall become the property of the County and those portions of this agreements relating to the street lighting system shall become null and void and the Parties shall be relieved of all obligations under this Agreement pertaining thereto.

If the County and Company agree to replace the street lighting system, the Parties shall do so by amendment to this agreement.

VII. NOTICES

Notices given under the terms of this Agreement shall be deemed sufficiently received if in the case of notice to either party, such notice is mailed by certified or registered United States Mail or is personally delivered to either party's above referenced address.

VIII. GOVERNING LAW

This Agreement and the performance thereof shall be governed and interpreted, where applicable, solely by the laws of the State of Ohio.

IX. SEVERABILITY

If, and to the extent that any court of competent jurisdiction holds any provisions or part thereof of this Agreement to be invalid or unenforceable as a final non-appealable order, such holding shall in no way affect the validity of the remainder of this Agreement.

X. ENTIRE AGREEMENT

This Agreement and the attachments hereto, if any, constitute the entire agreement between the Company and the County and supersede all previous written and oral negotiations, commitments and understandings. Its terms, conditions and covenants shall not be altered or otherwise amended except

COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JUNE 27, 2016

pursuant to an instrument in writing signed by each of the parties hereto and making specific reference to this Agreement. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

XI. CONSIDERATION

The Parties agree that the mutual rights and benefits accrued through performance of this Agreement are good and valuable and that this Agreement shall not be challenged by either Party upon the basis of lack of financial consideration.

This Agreement shall be binding upon and insure to the benefit of the parties, their respective successors and assigns.

This agreement shall be transferable in connection with a transfer by the Company of the property. The Company shall cause this agreement to be assigned to and assumed by a successor in interest.

XII. TERM

This agreement shall remain in full force and effect between the Parties until such time as the Facilities are removed or maintenance or control of Wilson Road is acquired or transferred from Delaware County through annexation or assignment.

XIII. INDEMNITY

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

XIV. INSURANCE

- (A) General Liability Coverage: Company shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- (B) Automobile Liability Coverage: Company shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- (C) Workers' Compensation Coverage: Company shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- (D) Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections XIV(A) and XIV(B). Company shall require all of its subcontractors to provide like endorsements.
- (E) Proof of Insurance: On or before the effective date of this Agreement, Company, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Company will replace certificates for any insurance expiring prior to completion of work under this Agreement.

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

12
RESOLUTION NO. 16-624

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

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following work permits:

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

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

COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2016

Permit #	Applicant	Location	Type of Work
U16-092	Time Warner Cable	Graphics Way	Place cable in ROW
U16-093	Time Warner Cable	Green Meadows Dr.	Directional Bore
U16-094	WOW	Berlin Station Rd.	Aerial Cable
U16-095	WOW	Braumiller Rd.	Aerial Cable
U16-096	Columbia Gas	South 3 B's & K Rd.	Install Gas Main
U16-097	WOW	Braumiller Road	Directional Bore
U16-098	WOW	Berlin Station Rd.	Directional Bore
U16-099	Suburban Natural Gas	North Farms	Install Gas Main
U16-100	Columbia Gas	Brookview Manor Phase 2	Install Gas Main
U16-101	AEP	North Galena Road	Install new pole
U16-102	Del-Co Water	East Powell Road	Relocate Waterlines
U16-103	WOW	Berlin Station Road	Directional Bore
U16-104	AEP	Presidential Parkway	Road Bore
U16-105	Verizon	Orange Road	Place cable in ROW
U16-106	Del-Co Water	East Powell Road	Relocate waterlines
U16-107	Columbia Gas	Orange Center Dr.	Tie into existing gas main

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

13

RESOLUTION NO. 16-625

IN THE MATTER OF AUTHORIZING THE USE OF PROCUREMENT CARDS FOR THE DELAWARE COUNTY SOIL AND WATER CONSERVATION DISTRICT:

It was moved by Mr. Benton, seconded by Mrs. Lewis to adopt the following:

WHEREAS, pursuant to Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30th, 2004, adopted a policy for the use of County Procurement Cards. In addition, The Board of Commissioners of Delaware County by Resolution No. 11-1040 dated October 3rd, 2011, adopted amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the appointing authority for the procurement card being the Delaware County Soil and Water Conservation District Board has adopted a policy in accordance with the policy adopted by the Delaware County Board of Commissioners for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29 (F)(2); and

WHEREAS, the cardholders are aware of and have read the policy and are aware of the disciplinary action for misuse of the card and are aware of the responsibility associated with being a card holder and;

WHEREAS, the use of the purchasing card will follow the established procurement policy adopted by the Delaware County Soil and Water Conservation District Board;

NOW THEREFORE BE IT RESOLVED,

1. That the Delaware County Soil and Water Conservation District Board authorizes the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

One:

Appointing Authority: Delaware County Soil & Water Conservation District Board
Office/Department: Soil & Water Department

COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2016

Daily spending per card: \$2,500.00
 Monthly spending per card: \$5,000.00
 Single transaction limit: \$2,500.00
 Daily number of transactions per card: 10
 Monthly number of transactions per card: 50

Name on Card: Bonnie Dailey
 Department Coordinator: Susan Kuba

Two:

Appointing Authority: Delaware County Soil & Water Conservation District Board
 Office/Department: Soil & Water Department

Daily spending per card: \$2,500.00
 Monthly spending per card: \$5,000.00
 Single transaction limit: \$2,500.00
 Daily number of transactions per card: 10
 Monthly number of transactions per card: 50

Name on Card: Scott Stephens
 Department Coordinator: Susan Kuba

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

14

RESOLUTION NO. 16-626

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION TO SOURCEPOINT OF DELAWARE COUNTY FOR THE GUARDIANSHIP VISITATION PROGRAM AND THE CHORES PROGRAM GRANT FOR DELAWARE COUNTY JUVENILE AND PROBATE COURT:

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

Grant # SourcePoint – Mini Grant Application for Community Services (Guardianship)
 Source: SourcePoint of Delaware County
 Grant Period: 01-01-2017 thru 12/31/2017

Grant Amount: \$9,692.20
 Local Match: 0.00
 Total Grant Amount: \$9,690.20

The Grant is to ensure that wards are safe, prevent exploitation of wards, and ensure wards are in the least restrictive guardianship alternative. This grant is also to provide information on resources in the community for guardians and to assist with linkage to agencies, if needed. It is the goal of this grant to visit at least 50% of the wards under guardianship through the Delaware County Probate Court.

Grant # SourcePoint – Mini Grant Application for Community Services (Chores)
 Source: SourcePoint of Delaware County
 Grant Period: 01-01-2017 thru 12/31/2017

Grant Amount: \$9,390.00
 Local Match: 0.00
 Total Grant Amount: \$9,390.00

The Grant is to provide a high quality, and wide variety, of services to the SourcePoint demographic (55+ years of age) as referred through the chore program to the Delaware County Juvenile Community Service program. It is the goal of this grant to provide a minimum of 1500 hours of community service to SourcePoint clients.

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

15

RESOLUTION NO. 16-627

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION TO THE OHIO ATTORNEY GENERAL FOR THE VICTIMS OF CRIME ACT FOR THE DELAWARE COUNTY JUVENILE COURT VICTIMS ASSISTANCE PROGRAM AND THE DELAWARE-UNION COURT APPOINTED SPECIAL ADVOCATE (CASA) PROGRAM:

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2016**

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

Grant #	2017 – VOCA – Victim Services
Source:	Ohio Attorney General
Grant Period:	10/01/2016 thru 09/30/2017
Grant Amount (VOCA):	\$75,440.86
Grant Amount (SVAA):	\$22,327.94
Local Match:	<u>\$24,442.20</u>
Total Grant Amount:	\$122,211.00

The Grant is to support the salary and benefits for the Victim Assistance staff, and provide funding for training, counseling services, and travel expenses.

Grant #	2017 – VOCA – CASA of Delaware and Union County
Source:	Ohio Attorney General
Grant Period:	10/01/2016 thru 09/30/2017
Grant Amount (VOCA):	\$238,622.40
Grant Amount (SVAA):	\$1918.00
Local Match:	<u>\$9030.60</u>
Total Grant Amount:	\$249,571.00

The Grant is to support the salary and benefits for the CASA staff, and provide funding for training, travel, volunteer training, brochure/manual printing, and technology supplies.

Vote on Motion	Mr. Benton	Aye	Mr. Merrell	Absent	Mrs. Lewis	Aye
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**16
RESOLUTION NO. 16-628**

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS ACCEPTING AND APPROVING THE PREVENTION, RETENTION AND CONTINGENCY PROGRAM FOR THE DEPARTMENT OF JOB AND FAMILY SERVICES PUBLIC ASSISTANCE PROGRAM:

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

Whereas, the Director of Jobs & Family Services recommends approval of the following Prevention, Retention and Contingency Program;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following Prevention, Retention and Contingency Program:

Prevention, Retention and Contingency Program;

1. Introduction

Temporary Assistance for Needy Families (TANF) is a Federal funding source designed to help needy families achieve self-sufficiency. To carry out this mission, programs have been established to accomplish the four purposes of TANF. These are:

- Purpose #1 Assisting needy families so that children can be cared for in their own homes
- Purpose #2 Reduce the dependency of needy parents by promoting job preparation, work and marriage
- Purpose #3 Preventing out-of-wedlock pregnancies
- Purpose #4 Encouraging the formation and maintenance of two-parent families

The Prevention, Retention & Contingency (PRC) program has been established under Chapter 5108 of the Ohio Revised Code (ORC) utilizing TANF funding. It is designed to provide benefits and services to needy families and low-income employed families who are in need of help with essential supports to move out of poverty and become self-sufficient. The PRC program provides flexibility for funding a wide variety of employment and training activities, supportive services, and benefits that will enable individuals to obtain employment, maintain employment, and improve their economic circumstances.

The supports provided under the PRC program are limited to non-recurrent, short-term, crisis-oriented benefits and ongoing services which do not meet the federal definition of assistance. Non-recurrent, short-term assistance addresses discrete crisis situations that do not provide for needs extending beyond four months. These benefits and

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2016**

services may encompass more than one payment per year, as long as the payment provides short-term relief and resolves a discrete crisis situation rather than meeting recurrent needs. These benefits and services are consistent with the federal definition of “non-assistance” as found in 45 CFR 260.31(b). The definition of “non-assistance” includes:

- Non-recurrent, short-term benefits that:
 - i. Are designed to deal with a specific crisis situation or episode of need
 - ii. Are not intended to meet recurrent or ongoing needs
 - iii. Will not extend beyond four months
- Work subsidies (ie: payment to employers to help cover the cost of employee wages, benefits, supervision, and training)
- Supportive services such as child care and transportation provided to families who are employed
- Refundable earned income tax credits
- Contributions to, and distributions from, Individual Development Accounts (IDAs)
- Services such as counseling, case management, peer support, child care, information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support
- Transportation benefits provide under a Job Access or reverse Commute project to an individual who is not otherwise receiving assistance.

2. TANF Exclusions

- Federal TANF funds cannot be used:
 - i. For medical services, except for pre-pregnancy planning services
 1. Medical services include:
 - a. Inpatient medical services
 - b. Outpatient medical services
 - c. Mental Health treatment
 - d. Substance Abuse treatment
 - ii. To supplant spending in the areas of:
 1. Child support enforcement
 2. Foster care
 3. Adoption assistance
 - iii. To satisfy a cost-sharing or matching requirement of another federal program unless specifically authorized by 2 CFR 225, Appendix A
 - iv. To construct or purchase buildings or facilities or to purchase real estate
 - v. For general expenses required to carry out the responsibilities of the county

3. Benefits and/or Services Categories

- **Direct (also known as “hard”) Services**
 - i. Direct services are any benefits and/or services that have a direct cash value to the PRC applicant. Such benefits must:
 1. Be designed to deal with a specific crisis situation or episode of need
 2. Not be intended to meet recurrent or ongoing needs
 3. Must not extend beyond four months

Examples include, but are not limited to, purchase of tools, car repairs, purchase of bedding, appliances, rent, and/or security deposit.

- **Indirect (also known as “Soft”) Services**
Indirect services are any benefits and/or services that DO NOT have a direct cash value to the PRC applicant. Indirect services may be provided on an ongoing basis.

Direct benefits and/or services will be provided in the form of a payment to a vendor on behalf of a recipient of PRC, not paid directly to the recipient. In no case is payment for PRC direct services made to any member of the assistance group (A/G).

Any number of individual services can be provided or payments can be made during the twelve-month eligibility period following the date of application as long as each is a distinctive, non-ongoing occurrence.

Only the Delaware County Department of Job & Family Services (DCDJFS) is authorized to provide “direct” benefits and/or services.

NON-FINANCIAL ELIGIBILITY

1. Social Security Number

Each person applying for PRC must provide the county agency (or third party providing agency) with a social security number or verify, in writing, application for a social security number.

2. Ineligibility for PRC Services

The following individuals are ineligible for PRC assistance:

- An individual who is a fugitive felon and/or probation/parole violator;
- An individual who is not a U.S. citizen or a qualified alien;

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2016**

- An Assistance Group (A/G) with any family member who has any outstanding OWF or PRC fraud overpayment balance;
- An A/G with a member who is ineligible for other programs due to deliberate non-compliance with the terms of his/her assistance, such as those stated in the Self-Sufficiency Plan and Contract (exception: Individuals in this group who are employed may receive employment-related PRC assistance.);
- An A/G with an unmarried, non-graduate parent under 18 not attending high school or equivalent;
- An A/G with an unmarried parent under 18 not living in an adult-supervised setting;
- An A/G with a member who has been found to have fraudulently misrepresented residence in order to obtain assistance in two or more states (ineligible for ten years);
- Families giving false or incorrect information;
- An A/G with any family member who is determined by the courts or state hearing to have committed an intentional program violation;
- An A/G with any family member who has not established a current payment plan with the benefit recovery unit for any and all identified overpayments to ODJFS. This includes OWF cash, supplements, work allowances, PRC, and food assistance overpayments;
- Individuals between the ages of 16-24 who are eligible for participation or are participating in the Comprehensive Case Management & Employment Program (CCMEP).

3. PRC Exclusions

- Applicants may not use PRC benefits:
 - i. To meet a current, demonstrated need that is met through the issuance of benefits under another federal or state program;
 - ii. To directly pay court-ordered child support;
 - iii. To pay any costs associated with the violation of federal, state, and/or local laws. This includes, but is not limited to:
 1. Court costs
 2. Attorney fees
 3. Fines
 4. Parking violations
 - iv. To pay fees associated with childcare including childcare co-payments;
 - v. To pay property taxes;
 - vi. For any item(s) that require additional financing over and above the PRC issuance to meet the current, demonstrated need

4. Assistance Group Composition

The applicant who signs the PRC Application must meet the eligibility requirements listed below to make an A/G eligible for PRC benefits and/or services.

Assistance Group is the technical term used to describe family members that may be served by a PRC program. All A/Gs must, at a minimum, consist of:

- A minor child (as defined in 5108.01, 5108.06, and 5107.02 of the ORC) who resides with a parent, specified relative, legal guardian, or legal custodian;
- Pregnant individuals with no other children;
- A non-custodial parent (defined in 45 CFR 260.30) who lives in the state of Ohio, but does not reside with his/her minor children. Eligibility for PRC benefits and/or services is limited to non-custodial parents who:
 - i. Are currently cooperating with child support;
 - ii. Who establish and who are in the process of establishing responsibility for their child(ren) through the CSEA; and
 - iii. Who have a current child support order and the intent to meet his/her financial obligation; and
 - iv. Are ordered into an employment program by a court or referred by the Child Support Enforcement Agency (CSEA) and are also complying with the employment program to find a job; or
 - v. Who are employed at least twenty (20) hours per week.

A/G members may be “temporarily absent” yet the individual and his/her family may still qualify for PRC benefits and services. “Temporary absence” has the same meaning for the PRC program as it does for Ohio Works First (OWF) as set forth under Section 5107.10 of the ORC and rule 5101:1-3-04 of Ohio Administrative Code (OAC). 5101:1-3-04 states that the absence of a member of the A/G is temporary if:

- The A/G member has been absent for no longer than 45 consecutive days;
- The location of the absent individual is known;
- There is a definite plan for the return of the absent individual to the home; and
- The absent individual shared the home with the A/G prior to the onset of the absence.

A minor child may be connected to more than one A/G receiving PRC depending upon the service provided and other individuals residing with the minor child. All individuals living in the household that would benefit from the PRC assistance would be counted as an A/G.

Rule 5101:1-3-04 sets forth exceptions to the requirement that the A/G member be absent for no longer than 45 days including a situation where a child is removed by the public childrens services agency if the agency indicates that there is a reunification plan to return the child to the home within six (6) months.

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2016**

5. Residence

In order to be eligible to receive PRC benefits and/or services at least one member of the A/G must be a citizen of the United States or a qualified alien as defined in 5101:1-2-30 of the OAC.

PRC benefits and/or services are available only to residents of Delaware County. Residence is established by living in the county voluntarily with the intent to remain permanently or for an indefinite period of time. Residence is also established by an applicant who is not receiving assistance from another county and entered the county with a job commitment or seeking employment, whether or not currently employed.

PRC benefits and/or services are available to adult applicants on behalf of children in the temporary or permanent custody of the DCDJFS, even when the child is placed/resides in another county. Additionally, PRC benefits and/or services are available to adult participants on behalf of children placed in the custody of a relative (relative placement), facilitated by DCDJFS, including when the relative resides in another county, as long as the provider and child have a current open case in the DCDJFS Social Services division. Benefits and/or services issued on behalf of these children shall not duplicate benefits and/or services received by the adult applicant through the County Department of Job & Family Services in their county of residence.

6. Change in Circumstance

The applicant must be able to demonstrate that a specific change in circumstance occurred within the twelve (12) months immediately prior to the application date for PRC benefits and/or services that has led to, or significantly contributed to, the current demonstrated need. Failure by the applicant to demonstrate the specific change and tie the change into the current need will result in the applicant's ineligibility for PRC benefits and/or services.

The change in circumstance leading to the current need must be an unexpected, life-altering event which may include, but is not limited to, such things as: job loss or job gain, domestic violence, divorce, natural disaster or fire, individual providing monetary support leaves the household, death of a household member, new Children Services involvement resulting in the removal or threatened removal of child from the home, homelessness, accident resulting in the client not being able to work, addition of a child or other family member into the household, and prolonged illness.

The change in circumstance does not include routine or expected changes such as: a voluntary move (not precipitated by an unexpected change in circumstance), change of seasons, start of a school year, inflation, holidays, sanction, legal infractions (including intentional fraudulent acts by the client such as intentionally breaking a lease), temporary (pre-defined end date or lasting less than six months) or seasonal employment, and voluntarily terminating employment.

Written verification of the change of circumstance is only required when the worker has reasonable suspicion to doubt the truthfulness of the claim.

7. Community Resources

The availability of resources within the community shall be explored prior to the authorization of PRC for direct benefits and/or services. A PRC A/G, within reason (as defined by the DCDJFS), is required to apply for and utilize any program, benefit, or support system that reduce or eliminate the current, demonstrated need. Workers, on behalf of applicants, shall utilize the Helpline of Delaware and Morrow Counties (211) to identify any available community resources. When Helpline states that no community resource is available to meet the current need, the applicant is considered to have met this requirement. Workers shall document this conversation and the resources to be explored in case notes. The applicant shall be required to explore up to three community resources when identified by the Helpline.

The PRC application shall include a section to identify the community resources that must be explored prior to authorization for PRC benefits and/or services. The applicant must provide written verification from the provider that the community resources identified were explored/utilized prior to the issuance of PRC benefits and/or services.

8. Mitigation

The PRC applicant must be able to demonstrate that they have attempted to mitigate the current, demonstrated need, when applicable. Failure to attempt to mitigate the need will result in the denial of the PRC application. A PRC applicant must demonstrate an attempt has been made to prevent the occurrence of the emergent need. Situations that demonstrate a failure to mitigate may include, but is not limited to:

- Making no payment toward the obligation;
- Making only minimal payments with the knowledge that such an amount would not prevent the occurrence;
- Failing to follow through with the previous PRC plan.

9. Sanctioned Individuals

OWF sanctioned individuals/assistance groups are eligible to receive PRC benefits and/or services. PRC benefits issued to sanctioned individuals/assistance groups must be directly related to assisting the sanctioned A/G member to comply with the provisions of his/her Self-Sufficiency Contract. If, at the time of application, the applicant is within thirty (30) days of the sanction or penalty period ending, he/she must sign a new Self-Sufficiency Contract or waive OWF eligibility if OWF is no longer desired.

FINANCIAL ELIGIBILITY

1. Need Standard

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2016**

PRC applicants applying for direct services, indirect services meeting TANF purpose #1, and indirect services meeting TANF purpose #2 must demonstrate the need for financial assistance and/or services. The gross monthly income of all A/G members must be equal to or less than **200%** of the Federal Poverty Guidelines (FPG) (see Appendix A) except for services related to removal of child or reunification or meet the mean-tested program eligibility listed in the next paragraph. The gross monthly income of all A/G members applying for direct services, indirect services meeting TANF purpose #1, and indirect services meeting TANF purpose #2 must be equal to or less than **250%** of the Federal Poverty Guidelines to be eligible for services to prevent the removal of a child or facilitate reunification or meet the means-tested program eligibility listed in the next paragraph. The FPG threshold for services to prevent the removal of child or facilitate reunification was set at higher level as the families served are generally not means-tested. Additionally, the additional cost of services will facilitate cost-savings overall as placement costs far exceed the value of PRC services issues at this higher income threshold.

If the PRC A/G receives any of the following means-tested benefits, they are automatically considered to be financially-eligible for PRC Assistance:

- OWF Cash Assistance
- Food Stamps
- Medicaid
- Women, Infant and Children (WIC)

All earned and unearned income received by any adult member of the PRC A/G during the budget period shall be counted. Income shall be reduced by child support, alimony, and child care payments made by any adult member of the A/G to individuals/entities outside of the home. This includes all income which is normally disregarded when determining eligibility for Ohio Works First or Disability Assistance. All income which is received or expected to be received during the thirty-day budget period is considered when determining financial need.

Self-employment income shall be calculated in accordance with OAC 5101:1-23-20(F). Self-employment gross earnings are defined as the total profit from the self-employment enterprise. The total profit from the self-employment enterprise is determined by deducting the self-employment expenses (i.e., the business expenses directly related to producing the goods or services) or the prescribed standard deduction from the gross receipts.

For cases in which the income cannot be accurately obtained, the implementation of practices that are reasonable and prudent should occur when determining countable income. A signed Release of Information should be obtained from the applicant for an inquiry. Once the release is received, verification which is obtained by phone must contain clear documentation in the PRC A/G record concerning the name and position of the supplier of the information, the date the verification was obtained, the amount of the verified income, and the name of the individual who obtained the verification. More stringent verification is required when PRC benefits and services involve a direct monetary gain by the applicant and opportunities for fraud are prevalent.

The applicant must use all available income and resources in meeting the current, demonstrated need. This includes ongoing assistance programs including, but not limited to, OWF, Disability Assistance, SSI, Food Assistance, unemployment compensation, social security benefits, and the special energy assistance programs.

2. Liquid Assets/Resources

PRC applicants with liquid assets greater than \$200.00 are required to use any amount over the \$200.00 as a co-payment to meet the current, demonstrated need. There is no PRC eligibility if the assistance group fails to make use of the available income or resources that are in an amount sufficient to meet a portion of, or the entire amount of, the current, demonstrated need.

Liquid assets are those resources that are in cash or payable in cash upon demand. Liquid assets are those that can be converted to cash so that the funds are available to help meet the current, demonstrated need. The most common types of liquid assets are cash on hand, savings accounts, checking accounts, stocks, bonds, mutual funds, and promissory notes. Available liquid assets are those in which any A/G member has a legal interest and the legal ability to use or dispose of them. If both legal interest and availability to the use the liquid assets does not exist, the value of the liquid assets is unavailable for PRC purposes.

Resources to be considered for PRC purposes are those that are both liquid and available during the budget period to help the A/G to meet the current, demonstrated need. Resources do not include the value of real property, motor vehicles, life insurance (term or whole life), and household goods.

Resources owned by any A/G member are considered available to the entire A/G. If ownership of a resource is shared by A/G members and a person who is not in the A/G, the liquid asset/resource is considered to be available on a pro-rated basis unless evidence exists to show otherwise.

Example: David applies for PRC. He has three children. David reports owning a savings account with a balance of \$500. Additionally, David reports having a joint checking account with his mother. The balance in this account is \$250. Available assets to be considered for David are \$625 (\$500 from his account and half of the \$250 in the joint account (\$125).

Lump sum payments (excluding tax refunds) are considered income in the month received and any unspent balance is considered as a resource thereafter.

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2016**

VERIFICATION REQUIREMENTS

1. Direct Services

A PRC applicant is responsible for completing all necessary documents, furnishing all available facts and information, and cooperating to the fullest extent in the eligibility determination process.

- The applicant must provide written verification of the need, whenever possible;
- The applicant must provide written verification of the change in circumstance, whenever possible;
- The applicant must provide written verification of their mitigation attempts, whenever possible;
- The applicant must provide written verification of the exploration of community resources, whenever possible;
- The applicant must verify residency in Delaware County;
 - i. PRC is available to non-Delaware County residents on behalf of a child in the temporary or permanent custody of the DCDJFS
 - ii. PRC is available to non-Delaware County residents when the DCDJFS has facilitated placement of a child to a relative only when the case remains active in the DCDJFS Social Services division
- The applicant must provide a social security number or verification of application for a social security number;
- The applicant must verify U.S. citizenship or qualified alien status;
- Verification of all A/G income is required
 - i. Written verification from the source of the income must be obtained, whenever possible
 1. Examples of acceptable written verification are:
 - a. Pay stub;
 - b. Letter from the employer;
 - c. Child Support statement;
 - d. Award letter;
 - e. Self-employment records
 - ii. If the applicant fails to provide all required verifications, the DCDJFS shall give the applicant an PRC Required Verification Checklist (See Appendix B) and be given ten (10) business days to provide the requested verification. Verbal verification, with the applicant's signed Release of Information form may be obtained by the DCDJFS in lieu of written verification.
 1. Verbal verification must be clearly documented in the case record including:
 - a. The name of the person supplying the information;
 - b. The position title of the person supplying the information;
 - c. The date the verification was received;
 - d. The amount of income received in the budget period;
 - e. The name of the DCDJFS staff person obtaining the information
 - ii. Verification of all available assets and resources to the A/G is required.
 - i. Written verification must be obtained, whenever possible
 1. Examples of acceptable written verification are:
 - a. Passbooks;
 - b. Monthly bank statement;
 - c. Any written notice provided on company letterhead with an original signature
 2. If the applicant fails to provide all required verifications, the DCDJFS shall give the applicant an PRC Required Verification Checklist (See Appendix B), and be given ten (10) business days to provide the requested verification
 - ii. Verbal verification, with the applicant's signed Release of Information form may be obtained by the DCDJFS in lieu of written verification
 1. Verbal verification must be clearly documented in the case record including:
 - a. The name of the person supplying the information;
 - b. The position title of the person supplying the information;
 - c. The date the verification was received;
 - d. The amount of available resources/assets in the budget period;
 - e. The name of the DCDJFS staff person obtaining the information
- Verification of any required A/G contribution is required:
 - i. Before the PRC benefit is issued;
 - ii. When the PRC benefit is less than the amount required to meet the current, demonstrated need
 1. Example: While assistance for car repair may not exceed \$XXXX the customer may be permitted to negotiate a co-payment with a local vendor, when the total cost of the repair exceeds \$XXXX and the customer is willing to pay the difference directly to the vendor. In such cases, the customer will pay the vendor directly. Payments to the vendor will only be made by the DCDJFS after the repair has been completed, and after the vendor verifies that the customer has paid the difference between the total cost of the repair and the \$XXX limit.

2. Indirect Services

A PRC applicant/re-applicant is responsible for completing all necessary documents, furnishing all available facts and information, and cooperating to the fullest extent in the eligibility determination process.

- The applicant does not have to demonstrate:
 - i. That a change in circumstance occurred

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2016**

- ii. That community resources availability was explored
- iii. That mitigation attempts were made
- iv. Resources over the \$1,000 limit do not have to be used
- The applicant must verify residency in Delaware County
 - i. PRC is available to non-Delaware County residents on behalf of a child in the temporary or permanent custody of the DCDJFS
 - ii. PRC is available to non-Delaware County residents when the DCDJFS has facilitated placement of a child to a relative only when the case remains active in the DCDJFS Social Services division
- The applicant must provide a social security number or verification of application for a social security number
- The applicant must verify U.S citizenship or Qualified Alien status
- A signed, written self-declaration of income meets the verification requirement
- A signed, written self-declaration of available assets and resources meets the verification requirement

The PRC recipient must reapply for PRC indirect services annually.

ADDITIONAL REQUIREMENTS

1. Voter Registration

In accordance with 329.051 of the Ohio Revised Code:

- The DCDJFS shall make voter registration applications available to all applicants for PRC at the time of application.
- All contracted providers funded, in whole or in part, with TANF funds shall make voter registration applications available to all applicants for PRC benefits and/or services at the time of application.

2. Charitable Choice and Faith-Based Initiatives

Charitable Choice provisions apply when Delaware County contracts with faith-based organizations to provide benefits and/or services with TANF funds (including PRC).

Federal regulations (45 CFR 260.34) require that A/Gs have the right to request an alternative provider and that the A/G be notified of this right.

- The notice (see Appendix B) must clearly explain the right to be referred to an alternative provider and services that reasonably meet timeliness, capacity, accessibility, and equivalency requirements.
- Any A/G that objects to a faith-based provider must be provided with an alternative provider of services within a reasonable amount of time.
 - i. The alternative provider must be reasonably accessible and be able to provide comparable services.

APPLICATION PROCESS

1. Application Filing

Any adult has the right to apply for PRC benefits and/or services. An individual requesting direct or indirect PRC benefits and/or services must complete a PRC application (see Appendix B). At the time of application, the PRC applicant shall be provided with his/her rights as an applicant (see Appendix B).

Recipients of indirect PRC benefits and/or services whose services extend beyond one year, must submit a new application before the end of the tenth month of service and ever year thereafter. The re-applicant must demonstrate that all eligibility requirements continue to be met at each annual redetermination.

A PRC application made by a person who died before the decision was reached shall be denied. Additionally, any application made on behalf of a deceased A/G member shall be denied whether the application was made before/after his/her death. If the remaining A/G members are in need of PRC benefits and/or services a new application must be filed and their eligibility will be considered in a manner consistent with this policy.

Eligibility for other public assistance programs is not a factor in the eligibility determination, except for meeting financial eligibility standards, for PRC benefits and/or services. All PRC applicants shall be informed of other public assistance programs (i.e., Medicaid and Food Assistance) that are available.

2. Case Records/Retention

Case records must be maintained for all PRC applicants. The DCDJFS determines eligibility for direct services and may or may not contract with community providers to determine eligibility for indirect services. Providers contracted to determine/re-determine eligibility for indirect services must maintain case files that are readily available for monitoring and audit in accordance with OMB Circular A-133 and A-87, even if the provider ceases to exist.

- If the PRC applicant is/was in receipt of public assistance benefits the application and all required verification gathered during the PRC eligibility determination process shall be kept in the OWF, Medicaid, or Food Assistance case record if eligibility is determined by the DCDJFS.
- If the PRC applicant is/was not in receipt of or applying for OWF, Food Assistance, or Medicaid and applies for PRC benefits and/or services through the DCDJFS, a separate case record shall be created and maintained and the application and all required verification gathered during the PRC eligibility determination process shall be kept in it.

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2016**

- If the PRC applicant is applying for benefits and/or services through a contracted Provider (whether or not the applicant is/was in receipt of public assistance), a separate case record shall be created and maintained and the application and all required verification gathered during the PRC eligibility determination process shall be kept in it.
- If the PRC applicant is a non-custodial parent, the application and all required verification must be maintained in a separate case record.

3. Standard of Promptness

The application for PRC benefits and/or services is an application for public assistance benefits. The timelines for determining eligibility and rendering a final decision established in 5101:1-2-01 of the OAC shall be adhered to by the DCDJFS and all contracted providers. Additionally, the DCDJFS will make every effort to determine eligibility for direct services within ten (10) days of receipt of the application and all required verification.

4. Notice Requirements

The PRC applicant shall receive notice of the decision regarding the PRC benefits and/or services in accordance with OAC Chapter 5101:6. The following shall apply:

- Approval
 - i. The Notice of Approval/Denial shall be forwarded, in person or via U.S Mail, to the applicant within two business days from the day on which the decision was rendered.
 1. The "Approved" box shall be marked
 2. The notice shall be signed and dated by a DCDJFS or contracted provider representative.
- Denial
 - i. The Notice of Approval/Denial shall be forwarded, in person or via U.S. Mail, to the applicant within two business days from the day on which the decision was rendered.
 1. The "Denied" box will be marked.
 2. The notice shall be accompanied by Notice of the Right to a State Hearing.
 3. The notice shall be signed and dated by a DCDJFS or contract provider representative.
 - ii. Denial is required when an application has been withdrawn, either verbally or in writing.

SCOPE OF COVERAGE

1. Maximum Issuance

In all cases the amount of PRC issued must meet, but may not exceed, the current, demonstrated need of the A/G. The amount of PRC issued must be within the appropriate maximum payment amount. If the amount of PRC available cannot prevent the onset or continuation of current, demonstrated need, there is no eligibility for payment.

- Example:
 - i. If the amount available from PRC can pay the major portion of the amount needed to avoid a utility shut-off and the applicant and the utility company set up a written agreement for payment of the balance, PRC can be issued.
 - ii. If an agreement cannot be made or the amount available through PRC cannot meet the total necessary to prevent the shut-off, no PRC may be issued.
- Example:
 - i. If the cost of the car repair exceeds the value of the car, as determined by a licensed, qualified mechanic or other agency-approved vendor, the request would be denied.

The A/G may receive more than one item/service per event and may apply and receive PRC assistance multiple times within a 12-month period; but, the total amount of PRC assistance cannot exceed the maximum limits and applicable sub-limits. The 12-month period begins on the date of the initial application for PRC.

All direct supportive services issued to a participant in the Comprehensive Case Management & Employment Program through CCMEP Supportive Services issued in the 12-month period prior to the date of the PRC application shall count toward the PRC maximum issuance and all sub-limits, as applicable.

▪ **Direct Services**

- i. Parents, specified relatives, legal guardians, legal custodians, and pregnant individuals with no other children
 1. PRC applicants who meet all eligibility criteria may be eligible for up to \$1,000 in each year (beginning with the initial date of application) for direct goods and/or services.
 2. PRC assistance issued in another county during the 12-month period immediately prior to the month of the date of application shall count as being received in Delaware County and applied to the maximum issuance limit.
- ii. Non-custodial parents
 1. PRC applicants who meet all eligibility criteria may be eligible for up to \$500 in each year (beginning with the initial application date) for direct goods and/or services.
 2. PRC assistance issued in another county during the current calendar year shall count as being received in Delaware County and applied to the maximum issuance limit.

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2016**

- **Indirect services**

- i. Parents, specified relatives, legal guardians, legal custodians, and pregnant individuals with no other children
 - 1. There is no maximum issuance for PRC applicants who meet all eligibility criteria as there is no direct monetary value attributable to individuals for indirect services received.
 - 2. Any monetary value of indirect services shall not count toward the maximum issuance for direct services
- ii. Non-custodial parents
 - 1. There is no maximum issuance for PRC applicants who meet all eligibility criteria as there is no direct monetary value attributable to individuals for indirect services received.
 - 2. Any monetary value of indirect services shall not count toward the maximum issuance for direct services

2. **Direct Services Sub-limits**

- **Prevention, Employment, and Retention Assistance- \$500.00 per 12-month period**

- i. The primary focus of the PRC program in Delaware County is to provide assistance which will help applicants obtain employment, retain jobs and/or prevent the need for ongoing assistance. This includes:
 - 1. Individuals/families that are seeking employment (active in an approved job search program);
 - 2. Individuals/families participating in an assigned WEP activity;
 - 3. Individuals/families beginning employment;
 - 4. Individuals/families attempting to maintain current employment;
 - 5. Individuals/families in need of short-term assistance to support their employment to prevent them from further or ongoing OWF assistance;
 - 6. Individual/families in need of short-term assistance for educational expenses, excluding tuition cost
- ii. Issuance may include, but is not limited to:
 - 1. Tools;
 - 2. Work Clothing, including uniforms;
 - 3. Cost of text books and school/work supplies.
- iii. If a person requests assistance with education/training-related items they must complete an assessment and evaluation process following the Workforce Innovation and Opportunity Act criteria. This will demonstrate an ability to succeed in the education/training program. Applicants for education/training may be required to complete activities to prepare them for the initial education/training request (i.e. require a GED before entering a more advanced program; require basic skill review before entering a more advanced program; have childcare and transportation arranged; have ability to meet all financial obligations).

- **Contingency Assistance- \$750.00 per 12-month period**

- i. The secondary focus of the PRC program is to provide assistance to meet a contingency, a need which if not satisfied may threaten the health, safety (this includes instances of domestic violence), or well-being of one or more household members. Issuance is limited to the following:
 - 1. Shelter Costs
 - a. Rent
 - i. To prevent eviction if a Notice to Leave the Premises (3-Day Notice to Evict) is presented.
 - 1. The amount paid is the actual amount necessary to prevent the eviction up to a maximum of two months delinquent rent.
 - 2. Signed, written documentation must be received from the landlord specifying the monthly rent, the total amount due in order to prevent the eviction, and verification that the payment will actually prevent eviction.
 - ii. To alleviate homelessness, including instances of court-ordered eviction where the applicant has no other resources.
 - iii. When an A/G has lost its place of residence and has moved in with others.
 - 1. One month's rent may be authorized.
 - 2. The applicant must verify that continued occupation of the current/original residence would violate the lease or create a serious overcrowding situation.
 - 3. Only the income of the A/G will be used when determining eligibility for permanent housing.
 - b. Security Deposit
 - i. May be paid only when a landlord will not waive the requirement.
 - ii. The need for a security deposit must exist due to one of the situations listed above (2)(i)(1)(a)(i-iii).
 - iii. The amount is limited to one month's rent and must be verified by the landlord.

- **Transportation Assistance- \$750.00 per 12-month period**

- i. Lack of reliable transportation has been identified as one of the most frequent barriers to self-sufficiency. Many entry level workers have difficulty reaching jobs during evening and

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2016**

weekend shifts when transit services are not offered. Similarly, destinations in the county—areas not served by the transit authority—are also difficult to reach. Providing new transportation options for low-income workers, especially those who are receiving or who have recently received cash benefits, increases the likelihood that those workers will get jobs and keep them.

- ii. PRC assistance may be authorized for the purposes of providing transportation to/from places of employment.
 - iii. Such assistance may be in the form of:
 - 1. Bus passes
 - 2. Gas Cards
 - 3. Car repairs performed through a licensed, qualified mechanic or other agency-approved vendor.
 - a. When car repair assistance is provided, all such repairs must be recommended by a licensed, qualified mechanic or other agency-approved vendor.
 - b. The PRC applicant must:
 - i. Have employment of at least thirty days or provide verification from an employer that they will be starting employment within the next week; and
 - ii. Have a car title that clearly states the customer's name; and
 - iii. Have a current, valid driver's license; and
 - iv. Have state-required minimum insurance coverage.
 - v. While assistance for car repair may not exceed the maximum sub-limit, the customer may be permitted to negotiate a co-payment with a local vendor, when the total cost of the repair exceeds the maximum sub-limit and the customer is willing to pay the difference directly to the vendor.
 - 1. The customer must pay the vendor directly
 - a. Payments to the vendor will only be made by the DCDJFS after the repair has been completed, and after the vendor verifies that the customer has paid the difference between the total cost of the repair and the maximum sub-limit.
 - vi. Regular and routine maintenance of cars (oil changes, tire rotation, etc.) may be authorized if, during the course of a non-routine car repair, a licensed, qualified mechanic or other agency-approved vendor makes the determination if that in the best interest of the longevity of the car, those services will be performed as part of the assistance.
- **Family Stability Services- \$1,000 per 12-month period**
 - i. PRC assistance can be provided to offer an array of Family Stability Services designed to strengthen the family unit, prevent the removal of a child from his/her home, facilitate placement of children with relative caregivers who have been removed by the Department, or to make reunification possible.
 - ii. A requirement of eligibility for Family Preservation and Reunification/TANF Services is that the A/G has active involvement with the Children Services division of the Department. An adult family member, his or her designee, or a Public Children Services Agency representative applying on behalf of a child may make application. A self-declaration of income by the customer will be used to determine the income eligibility.
 - iii. Assistance may include:
 - 1. Bedding
 - 2. Furniture (child-specific) item excluding entertainment items.
 - 3. Children's clothing
 - 4. Appliances (non-entertainment)- once in a five-year period
 - a. Stove
 - b. Refrigerator
 - c. Washer
 - d. Dryer
 - iv. The Assistance Group may receive more than one item/service per event and may apply and receive assistance multiple times within a 12-month period.
 - **Disaster Assistance- \$1,000 per 12-month period**
 - i. PRC assistance to assist families who have sustained losses as a result of a declared (by the Governor or Delaware County Emergency Management) natural disaster. These include:
 - 1. Flood, tornado, or blizzard
 - 2. Chemical disaster
 - 3. Fire
 - 4. Civil Disorder

3. Indirect Services

Indirect services have no monetary value to the PRC A/G. Therefore no sub-limits apply. Any benefits and/or services issued do not count, in any way, toward the maximum issuance limits defined in this policy. The following indirect services may be offered through TANF-PRC funded contracts:

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2016**

▪ **Training, Employment, and Career Advancement Services (TANF Purpose #2)**

- i. Employability Assessments;
- ii. Transportation;
 1. Authorization to use a DCDJFS-contracted transportation service only when referred to the service by the DCDJFS for a maximum of three (3) months.
 - a. Out-of-county employment-related transportation will be provided only upon the approval of the Workforce Development Director or his/her designee and will be determined on a case-by-case basis
- iii. Job skills training and re-training;
- iv. Job retention services or post-employment follow-up services such as counseling, employee assistance, and other supportive services;
- v. Linguistic and other culturally appropriate services that assist TANF-eligible refugees obtain employment or participate in work activities;
- vi. Outreach activities to encourage employers to hire TANF recipients

▪ **Food Assistance and /Medicaid Outreach Activities (TANF Purpose #1)**

Food Assistance along with other work supports often makes the difference in low-income workers transitioning into the workforce. Since the de-linking of Food Assistance and Medicaid from the OWF program, Delaware County may fund programs designed to improve community outreach around the Food Assistance and Medicaid programs.

▪ **Community and Economic Development (TANF Purpose #2)**

The community planning process provides an opportunity for collaboration among stakeholders that include employers as well as economic development experts. In order to be allowable under PRC, economic development activities must meet the purposes of TANF, serve TANF-eligible families, and/or have an evident benefit to TANF-eligible families. PRC programs centered around economic development should be used to supplement existing economic development funds and programs. TANF-PRC funds may be used by Delaware County to provide the following:

- i. Economic development activities that support the expansion and/or retention of employers;
- ii. Collecting and distributing information about job opportunities and/or prospective changes in demand for specific occupations;
- iii. Providing information for job seekers of new job prospects and employers of available personnel;
- iv. Providing job skills and remedial skill training for employees and potential employees through local community colleges;
- v. Planning and development financing for local organizations or community development corporations that employ TANF recipients

▪ **Substance Abuse and Mental Health (TANF Purposes #1, 2, or 4)**

Substance abuse and mental illness constitute major barriers for participants in the programs of the DCDJFS. It is estimated that approximately 70% of adults served by our agency experience one or both problems.

Accordingly, PRC assistance may be authorized to provide allowable substance abuse and mental health services to eligible DCDJFS customers and all clients of the Social Services Division. TANF-PRC funds may be used by Delaware County to provide the following:

- i. Information and referral;
- ii. Outreach and awareness campaigns;
- iii. Education;
- iv. Early intervention;
- v. Family therapy;
- vi. Wrap-around services;
- vii. Anger management counseling

▪ **Child Development Activities (TANF Purposes #2 or 4)**

Early Childhood is a critical period of a person's development. It is critical to developing skills, emotional attachments, and intellect necessary to be a successful adult. A significant percentage of young children in Ohio live in poor families. The development of these children may be at risk because the families lack resources and information necessary for healthy child development. Failure to address these issues may result in school failure, health problems, and future welfare dependency.

- i. TANF- PRC funds may be used by Delaware County to provide the following:
 1. Help Me Grow Services (300% of the FPG)
 2. Developmental and behavioral screenings;
 3. Parent education including assistance with behavioral/parenting problems;
 4. Linkages to existing programs;
 5. Case management and service coordination;
 6. Family Support;
 7. Individual family service plans;
 8. Information and referral to other services;
 9. Home visits

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2016**

▪ **Family Stability/Child Protection Services (TANF Purposes #1, 3, or 4)**

PRC assistance may be provided to offer an array of Family Stability Services designed to strengthen the family unit, prevent the removal of a child from his/her home, or to make possible reunification.

- i. TANF-PRC funds may be used by Delaware County to provide the following:
 1. Case management;
 2. Home-based services for families;
 3. Wraparound services;
 4. Family preservation;
 5. Family reunification services/supports;
 6. Kinship Care;
 7. Respite care;
 8. Enrichment and support programs for youth;
 9. Mediation services;
 10. Parenting services;
 11. Services to pregnant women and their partners;
 12. Mentoring services;
 13. Community Outreach.

▪ **Housing Services (TANF Purposes #1 and 2)**

Activities designed to promote self-sufficiency and find permanent housing options may be provided, including case management and provisions for food and daily living necessities.

In response to the increasing number of current or prospective homeowners who request financial literacy education or counseling, TANF-PRC funds may be used by Delaware County to provide the following:

- i. Homebuyer education;
- ii. Financial fitness;
- iii. Predatory lending seminars;
- iv. Home maintenance courses;
- v. Financial counseling to prevent or respond to foreclosure;
- vi. Prevention services;
- vii. Outreach to the community

▪ **Prevention Programs (TANF Purposes #1, 2, 3, or 4)**

PRC assistance may be provided with the goal of preventing the need for OWF cash assistance in the future. The DCDJFS provides support to a number of activities that are not associated with an application for direct services but are instead intended to address the causes of poverty with the goal of creating healthier environment in Delaware County in which our citizens can overcome the barriers that keep them from attaining self-sufficiency. TANF-PRC funds may be used by Delaware County to provide the following:

- i. Programs designed to create and preserve affordable, quality housing and strong neighborhoods through partnerships of residents, business, and government;
- ii. Programs that use the arts to engage individuals in community life and promote student success;
- iii. Programs that address the causes of poverty and educate low-income people and social services workers;
- iv. Programs that support partnerships with employers and educators, promoting self-sufficiency by helping school-age children understand economics of life;
- v. Programs that support the Job Access program (allowable under section 3037 of the Transportation Equity Act for the 21st Century (Pub. L. 105-178).

▪ **Domestic Violence (TANF Purpose #1)**

Many low-income individuals with children experience domestic violence. Domestic violence disrupts the safety and stability of the family. In addition to both the emotional and physical violence, these families' problems are compounded by all the other poverty-related issues. Research indicates that a substantial number of individuals and families known to child welfare and public assistance systems are past or current victims of domestic violence. The services provided through Delaware County using TANF-PRC funds includes, but is not limited, to:

- i. Screening and referral services;
- ii. Personal and family supports including domestic violence counseling;
- iii. Community outreach.

▪ **Youth Education and Support Services (TANF Purposes #1, 2, 3, or 4)**

Youth education and support services can help communities prevent public assistance dependency among future generations. TANF-PRC funds may be used by Delaware County to provide the following:

- i. Early childhood education;
- ii. Teen pregnancy prevention:
 1. Family planning (including birth control);
 2. Abstinence education programs;
 3. Pregnancy planning services;
 4. Teen pregnancy prevention campaigns.
- iii. Stay-in-school programs;

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2016**

- iv. After school programs;
- v. Truancy prevention;
- vi. Mentoring and counseling;
- vii. Peer support;
- viii. Youth workforce preparation and employment programs.

- **Family Formation (TANF Purpose #4)**

Research studies support the belief that family formation and maintenance of two-parent families can play a crucial role in reducing many poor families' dependence on public assistance. Additionally, findings from several studies have reported that children growing up in household without two parents are at greater risk of academic, physical, emotional, and behavioral problems. TANF-PRC funds may be used Delaware County to provide the following:

- i. Parenting skills training;
- ii. Premarital and marital counseling and mediation services;
- iii. Programs that encourage the formation and maintenance of two-parent families by enlisting multiple community partner, including faith-based organizations in effort to provide pre-marital counseling and support;
- iv. Activities to promote parental access and visitation;
- v. Initiatives to promote responsible fatherhood and increase the capacity of fathers to provide emotional and financial support for their children;
- vi. Paternity Establishment Counseling;
- vii. Crisis intervention services;

- **Legal Education and Assistance (TANF Purposes #1 or 4)**

PRC assistance may be authorized to provide assistance to homeowners who are delinquent on their mortgages or who have been victims of predatory lending. TANF-PRC funds may be used by Delaware County to provide the following:

- i. Legal education;
- ii. Legal analysis of loan documents;
- iii. Litigation of predatory lending claims and/or bankruptcy to avoid foreclosure

- **TANF Summer Youth Employment Program (TANF Purpose #2)**

The purpose of this program, funded with a special allocation of Temporary Assistance for Needy Families funds, is to provide "wage subsidies." These dollars will enable the DCDJFS to create a program that enables low income TANF-eligible Delaware County youth to gain valuable work experience while earning a paycheck to help meet basic needs. This program will operate only when a special TANF Summer Youth Employment Program allocation is made available to Delaware County. The TANF Summer Youth Employment Program meets the first two purposes of TANF:

- i. To provide assistance to needy families so that the children may be cared for in their homes or the homes of relatives;
- ii. To end dependence of needy parents on governmental benefits by promoting job preparation, work, and marriage.

A summer youth employment program funded through PRC shall only serve persons from a TANF-eligible family. The population that may be served is:

- i. Youth ages 16-17, as long as the youth is a minor child in a needy family and is in school (youth may be 18 if they are a full time student in a secondary school);
- ii. Youth ages 18-24, as long as they are in a needy family that also has a minor child; or
- iii. Youth ages 18-24 that have a minor child and are considered needy.
- iv. Youth in the temporary or permanent custody of a Public Children Services Agency (PCSA) who are placed in a licensed foster care setting, that are between the ages of 16 to 17 years of age or 18 years of age if they are a full time student in a secondary school
- v. The youth served may be non-custodial parents as long as they are meet PRC program eligibility requirements and have a minor child.

Allowable costs under this program include:

- i. Payments to employers for wages (at no higher than \$10.00 per hour) and fringe benefits;
 - 1. Payments to third parties to operate the program;
 - 2. Recruitment and development of employers for the program;
 - 3. Other ancillary services which are offered by the employer to the summer youth employment participants including:
 - i. Work-related items such as uniforms, tools, licenses, or certifications;
 - ii. Case management activities related to the program; and
 - iii. Job coaches and mentors.
 - 4. Workers' compensation expenses;
 - 5. FICA;
 - 6. Direct supervision and training costs;
 - 7. Work clothing if it is necessary for employment at the specific job placement; and
 - 8. Transportation costs to and from the work site.

Non-allowable costs include:

COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2016

- i. The cost of health insurance for youth (however, the cost of health insurance for staff employed by a third party to operate the program is allowable);
- ii. Meals;
- iii. Laptops;
- iv. Performance bonuses or lump sum payments to participant.

▪ **School Clothes Program (TANF Purpose #1)**

The DCDJFS will provide school clothes for families in Delaware County. Eligible children must be:

- i. School age defined as ages 5 to 17 years
- ii. A Delaware County residents having received Food Assistance benefits or OWF Cash Assistance for a specified time period as defined by the DCDJFS.

Notification letters with detailed instructions are mailed to each identified potentially- eligible family.

Eligible families are required to come into the DCDJFS to pick up vouchers which shall be redeemed for clothing.

▪ **Comprehensive Case Management & Employment Program (CCMEP) (TANF Purpose #2)**

The DCDJFS may use TANF funds to provide indirect services through the CCMEP in accordance with Ohio Administrative Code 5101:14-1-02 (E)(1-14) and 5101:14-1-05 (C)(1-32).

(Appendixes and forms for the 2016 Prevention, Retention and Contingency Program available in the Delaware County Department of job and family services until no longer of administrative value)

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

17

RESOLUTION NO. 16-629

IN THE MATTER OF APPROVING A CONTRACT FOR PURCHASE BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE DELAWARE COUNTY TRANSIT BOARD:

It was moved by Mr. Benton, 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 for purchase of transportation services between The Delaware County Department Of Job And Family Services And The Delaware County Transit Board:

**2016 CONTRACT FOR PURCHASE OF
TRANSPORTATION SERVICES
BETWEEN
THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
AND
THE DELAWARE COUNTY TRANSIT BOARD**

This Contract is entered into this 27th day of June, 2016 by and between the Delaware County Department of Job and Family Services (hereinafter, "DCDJFS"), whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Delaware County Transit Board (hereinafter "DCTB"), whose address is 119 Henderson Court, Delaware, Ohio 43015 (hereinafter individually "Party", collectively "Parties.")

PRELIMINARY STATEMENTS

WHEREAS, DCTB provides transportation services to citizens in Ohio; and,

WHEREAS, DCDJFS has accepted federal funds to provide transportation services to eligible clients using the following funding streams:

- Medicaid CFDA #93.778
- Temporary Assistance for Needy Families (TANF) CFDA #93.558
- TANF Purpose #1
- Title XX CFDA #93.667
- Food Assistance Employment and Training (FAET) CFDA #10.561; and,

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

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

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2016**

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 DCTB, for and on behalf of DCDJFS, will provide transportation services (hereinafter collectively "Services") to clients in Delaware County, Ohio. Eligibility for participation in the services shall be determined by DCDJFS. Forms to be used for such Services are respectively described in detail and/or set forth in:

Appendix I - Forms

2. TERM

This Agreement shall be effective July 1, 2016 through June 30, 2017

DCDJFS may, at its discretion, extend the contract for two additional one-year periods effective July 1, 2017 concluding no later than June 30, 2019. This program will be funded at no more than \$100,000 per year.

3. SCOPE OF SERVICES/DELIVERABLES

DCTB maintains a public transportation system that provides transportation services. DCTB shall provide demand response and fixed route transportation services to DCDJFS clients (e.g. transport DCDJFS clients to and/or from locations as prearranged and specified by DCDJFS) ("Transportation Services"). DCDJFS clients receiving such Transportation Services shall be referred to DCTB by DCDJFS and shall receive authorization from DCDJFS for Transportations Services. DCTB shall use its own vehicles to provide such Transportation Services. Additional services as provided herein may be rendered at an additional charge to DCDJFS.

A. DCDJFS Responsibilities:

- i. Email or call in a referral to DCTB at least by noon of the day prior to the time service is needed or mutually agreed upon changes.
- ii. Provide information concerning:
 - a. When- time, date,
 - b. Place- pick up and destination,
 - c. Client name and applicable program,
- iii. Provide authorizations for individuals requiring Transportation Services. The authorization will include the name(s) of the person(s) to be transported, the origin point, the destination point, the date and time the transportation is to occur, and any other special instructions or special services that are needed.
- iv. Due to scheduling requirements, authorizations must be received by 12:00 noon for trips for the next business day. Authorizations received after this time may result in DCTB's inability to adequately provide the Transportation Services. The requesting DCDJFS caseworker and his/her supervisor will be notified if any of these trips cannot be accommodated so that other arrangements can be made.
- v. Provide both telephonic and written confirmation of any changes to the authorization at least 24 hours in advance of effective change.
- vi. Provide both telephone and written notice of any changes in ridership or times.

B. DCTB Responsibilities:

- i. Provide Transportation Services on a pre-arranged schedule within DCTB's operating days, times, service area, and established rules.
- ii. Provide demand response Transportation Service;
- iii. Provide services and fixed route transportations services specified in the trip authorization;
- iv. By email, notify DCDJFS staff member that authorized the trip of a no-show not later than the next business day after the no-show;
- v. Notify the DCDJFS supervisor or the DCDJFS director of any accident resulting in potential client injury which involves a client covered by this contract. DCDJFS will give DCTB a list of contact numbers to use should such notification be required;
- vi. Ensure that all wheelchairs are properly tied down;
- vii. Meet the requirements set forth in 173-39-02.13 or 173-39-02.18 of the Ohio Administrative Code as applicable except (C)(2)(a)(i) and (C)(2)(a)(ii);
- viii. Ensure transportation vehicles used in delivering the purchased service are be clearly identified. Vehicles, which do not bear the name of the Provider on the body of the vehicle, must display a 6" by 12" place card printed with the Provider's name in letters at least two inches high in the windshield of the vehicle;

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2016**

- ix. Ensure the drivers are clearly identified by name badge, or uniform giving the name of the Provider. The identification must be clearly visible at all times;
- x. Ensure clients are enrolled in Provider's system to allow clients to schedule trips within 24 hours (1 business day) of receiving a referral from the DCDJFS;
- xi. For each medically related trip, the Provider is not required to make more than one attempt to pick up an authorized client from the client's residence on the same day. However, the Provider must make at least one attempt to pick up the client for a return trip home from the approved destination site. After the first attempt, the client shall be responsible for notifying DCTB of the need for pickup;
- xii. Ensure that the driver disembarks the vehicle and assist the client's transition into the vehicle upon arrival at the client's residence for medically related trips, as needed. Clients requiring door-to-door assistance will be noted in their trip authorizations;
- xiii. Ensure the driver assists the client transition out of the vehicle upon arrival at the client's appointment for medically related trips, as needed. Clients requiring door-to-door assistance will be noted in their trip authorizations;
- xiv. Ensure that drivers remain parked at the client's pick-up point for a minimum of five minutes after scheduled arrival time;
- xv. Ensure client's medical transportation appointments are made giving sufficient time to make their scheduled medical appointment;
- xvi. Ensure that once the client has been given the medical transportation pick-up time, they will not be picked up more than fifteen (15) minutes early;
Ensure availability for return trips, if stated on the authorization;
- xvii. Ensure adequate telephone system(s) so that clients who call for rides will wait no longer than five minutes to arrange transportation;
- xviii. Ensure accommodation of wheelchairs, scooters, bariatric wheelchairs and/or oxygen, if needed;
- xix. Ensure clients can safely and readily access the vehicle..
- xx. Develop a back-up plan for provision of services so that if an emergency should occur, the clients will still be in time for their medical appointments. The back-up plan should be current and reviewed quarterly;
- xxi. Maintain a sufficient number of vehicles to ensure efficient service delivery to eligible clients;
- xxii. Ensure that Safety belts are accessible for each client transported, unless the vehicle is exempted by state law;
- xxiii. Ensure that all vehicle operators meet the driver qualifications listed in 173-39-02.13 or 173-39-02.18 of the Ohio Administrative Code, as applicable.
- xxiv. Maintain service logs or trip sheets daily that include all of the following:
 - a. Date of service;
 - b. Client name;
 - c. Pick-up point;
 - d. Destination point;
 - e. Time of arrival;
 - f. Time of drop-off;
 - g. Client signature; and
 - h. Number of riders.
- xxv. The Provider must also ensure that:
 - a. Direct service employees are clearly identified by name badge, or uniform giving the name of the Provider. The identification must be clearly visible at all times;
 - b. The Provider has written job descriptions or statement of job responsibilities that include qualifications and expectations for each position involved in the direct delivery of transportation services.
- xxvi. The Provider's staff possesses the appropriate skills and qualifications to perform the job.
- xxvii. The Provider must ensure a drug-free workplace.
- xxviii. Initial Bureau of Criminal Identification and Investigations (BCII) background checks shall be completed on all workers who provide services to clients, including direct service workers and supervisory personnel, regardless of hire date demonstrating their ability to work with seniors/children in accordance with the OAC 173-9-01 through 173-9-10.
- xxix. Driver's license checks shall be completed annually on all workers who provide services to clients.
- xxx. Provider must maintain information on every staff member (including volunteers and contract workers), who provides direct service to DCDJFS clients. This file shall include:
 - a. Resume or employment application that includes work history;
 - b. Written verification of license(s) and/or certification and valid drivers' license, if applicable;
 - c. Evidence of current, valid, State of Ohio licenses for those persons performing acts of service, which requires licensure;

COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JUNE 27, 2016

- d. Copies of yearly performance appraisals signed by the staff member;
 - e. Results of BCII background checks;
 - f. Results of annual drivers check required for vehicle operators;
 - g. Evidence of successful completion of mandatory training requirements;
- xxxii. The Provider shall have documentation signed and dated by the staff member, which indicates completion of an orientation prior to serving a DCDJFS client including:
- a. Employee position description;
 - b. Agency personnel policies;
 - c. Reporting procedures and policies;
 - d. Agency table of organization;
 - e. Lines of communication;
 - f. Evidence staff has been trained to not solicit payment directly from DCDJFS clients

4. FINANCIAL AGREEMENT

A. REMUNERATION: In exchange for providing such Transportation Services, DCDJFS shall pay DCTB by fixed unit rate and charges. The rates and charges shall be by person traveling and shall be as follows:

1.

Standard Rates

- Demand Response:
 - Within Delaware County
 - 1 Passenger \$3.08 per mile
 - Minimum trip charge \$12.32
 - Up to 2 companions¹ No Charge
 - More than 2 companions \$6.00 per companion
 - Within State of Ohio (origin or destination is outside of Delaware County)
 - 1 Passenger \$63.81 per hour (billed in 1 minute increments)

Additional Service Charges

- Service Time Charge (wait time): \$15.95 per 15 minutes
- Cancellations: \$12.32 / day
- No Show/Dead Run: 2 \$3.08/mile

DCTB’s General Public No-Show Cancellation Policy Applies to all transportation.

Unless otherwise agreed between the Parties, DCDJFS shall not be required to pay and the DCTB understands and agrees that DCDJFS will not pay any administrative costs or fees or other charges beyond the fees negotiated in this Contract.

DCTB will segregate charges for cancellations, no-shows, and dead runs on the monthly invoice from regular trip charges to give improved visibility of these charges and to make it easier for DCDJFS to allocate appropriate funds for these charges.

B. PAYMENT PROCEDURES:

2. To receive such reimbursement, DCTB shall submit to DCDJFS proper monthly invoices for Services actually provided.

3. The DCTB shall provide a monthly 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 DCTB agrees to be bound by a negotiated percentage removal rate. Department and DCTB will negotiate these rates and come to an agreement upon a reasonable and determinable amount. The below mentioned percentage rates are merely suggested rates, the final rates will be agreed upon between upon by DCDJFS and the DCTB.

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

1 No charge for up to 2 companion passengers when the origin and destination is the same as the primary passenger.

2 “No Shows” to be billed at corresponding mileage rate as measured from DATA Bus Headquarters at 119 Henderson Ct to the scheduled Origin point.

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2016**

- 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.

Client signature sheets for specific trips are not required with invoices but must be available upon request during contract monitoring.

C. MAXIMUM PAYMENT:

DCTB 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 DCTB 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: Medicaid 93.778

Award Name: Medical Assistance Program

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

Program Authorizing Legislation: Social Security Act, Title XIX, as amended; Public Laws 89-97, 90-248, and 91-56; 42 U.S.C. 1396 et seq., as amended; Public Law 92-223;

Public Law 92-603; Public Law 93-66; Public Law 93-233; Public Law 96-499; Public Law 97-35; Public Law 97-248; Public Law 98-369; Public Law 99-272; Public Law 99-509; Public Law 100-93; Public Law 100-202; Public Law 100-203; Public Law 100-360; Public Law 100-436; Public Law 100-485; Public Law 100-647; Public Law 101-166; Public Law 101-234; Public Law 101-239; Public Law 101-508; Public Law 101-517; Public Law 102-234; Public Law 102-170; Public Law 102-394; Public Law 103-66; Public Law 103-112; Public Law 103-333; Public Law 104-91; Public Law 104-191; Public Law 104-193; Public Law 104-208, 104-134; Balanced Budget Act of 1997, Public Law 105-33; Public Law 106-113; Public Law 106-554; Public Law 108-27; Public Law 108-173; Public Law 109-91; Public Law 109-171; Public Law 109-432; Public Law 110-28; Public Law 110-161; Public Law 111-3; Public Law 111-5; Public Law 111-8; Public Law 111-31; Public Law 111-68; Public Law 111-88; Public Law 111-117; Public Law 111-118; Public Law 111-148; Public Law 111-150; Public Law 111-150; Public Law 111-152; Public Law 111-309, Public Law 112-10, Public Law 112-33, Public Law 112-36, Public Law 112-55, Public Law 112-74, Public Law 112-78, Public Law 112-96, Public Law 112-175, P.L. 113-6, Public Law 113-46, Public Law 113-73, Public Law 113-76, Public Law 113-235, Public Law 114-10.

CFDA Title and Number: TANF 93.558

Award Name: Temporary Assistance for Needy Families

TANF Purpose:

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.

CFDA Title and Number: Social Services Block Grant 93.667

Award Name: Title XX

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

Program Authorizing Legislation:

CFDA Title and Number: SNAP 10.561

Award Name: Supplemental Nutrition Assistance Program

Name of Federal Agency: U.S. Department of Agriculture

Program Authorizing Legislation: Food and Nutrition Act of 2008, as amended, Section 16, Public Law 95-113, 91 Stat. 958, 7 U.S.C. 2025; Public Law 99-198, Public Law 105-33, Public Law 105-185, Public Law 110-246, American Recovery and Reinvestment Act of 2009, Public Law 111-5, Healthy Hunger Free Kids Act, Public Law 111-296, American Taxpayer Relief Act, Public Law 112-240; Agricultural Act of 2014.

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2016**

Funding sources are contingent upon eligibility of the participant.

6. LIMITATION OF SOURCE OF FUNDS

DCTB 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/UNDERPAYMENT

DCTB warrants that claims made to DCDJFS for payment, shall be for actual services rendered and do not duplicate claims made by DCTB to other sources of funding for the same services. In case of overpayments, DCTB agrees to repay DCDJFS the amount of overpayment and that to which it is entitled. In the case of underpayments to due inadvertent billing errors, DCDJFS agrees to pay DCTB the amount of underpayment without penalty if DCTB notifies DCDJFS within 90 days of the service month or within 60 days of the end of the contract.

8. INFORMATION REQUIREMENTS

DCTB 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, DCTB 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 DCTB to inspect, audit, make excerpts, photo static copies, and/or transcripts of any and all documents relating to all matters covered by this Contract.

DCTB, 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, DCTB 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.

DCTB will dispose of any records pertaining to this contract according to DCDJFS' record retention policy and DCTB's approved RC2 on file with the Ohio History Connection.

10. INDEPENDENT FINANCIAL RECORDS

DCTB 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

DCTB 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.

12. RESPONSIBILITY FOR INDEPENDENT AUDIT

As required of governmental entities, DCTB has an annual audit conducted by the Auditor of the State of Ohio. DCTB shall make copies of the audit conducted by the Office of the Auditor available to DCDJFS without additional cost to DCDJFS.

13. RESPONSIBILITY OF AUDIT EXCEPTIONS

DCTB 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. DCTB agrees to reimburse DCDJFS for the amount of any such audit exception.

14. INDEPENDENT CONTRACTORS

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2016**

The Parties agree that they shall act in performance of this Agreement as independent contractors. No agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement.

Each Party respectively assumes all responsibility for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, contributions to retirement plans, and/or insurance premiums which may accrue to that Party and/or become due by that Party as a result of any compensation received for services and/or deliverables rendered and/or received under or pursuant to this Agreement.

Neither Party nor their respective boards, board members, officers, officials, employees, representatives, agents, and/or volunteers are entitled to any benefits enjoyed by employees of the other Party.

INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT/NO CONTRIBUTION TO OPERS:

The Parties are public employers as defined in R.C. § 145.01(D). Each Party has classified the other as an independent contractor or another classification other than public employee. As a result, no contributions will be made by either Party to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of the other Party and/or any of the other Party’s boards, board members, officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Each Party acknowledges and agrees that, in accordance with R.C. § 145.038(A), that it has been informed by the other Party of such classification and that as provided herein no contributions will be made to OPERS.

By signature below of its representative, each Party hereby certifies that it has five (5) or more employees and therefore is not required to complete and does not complete an OPERS Independent Contractor Acknowledgement Form:

Denny Schooley
Executive Director
119 Henderson Court
Delaware, Ohio 43015

David S. Dombrosky
Director
Delaware County Job and Family Services
140 N. Sandusky St., 2nd Floor
Delaware, Ohio 43015

15. SUBCONTRACTOR APPROVAL

DCTB agrees that it will not use any subcontractor in the performance of this contract.

16. PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS:

The Parties are political subdivisions of the state of Ohio or are boards, departments, entities, or parts thereof. As such, the Parties lack authority to indemnify. Therefore, the Parties understand and agree that each Party is and shall be responsible for its own negligence, actions, or omissions and/or the negligence, actions, or omissions of their respective boards, board members, officials, officers, employees, agents, representatives, servants, and/or volunteers, resulting from or related in any manner to the performance of this Contract. The Parties agree to be individually and solely responsible for any and all liability, loss, damages, injury, including death, penalties, costs, fines, fees, and/or related expenses that each may incur as a result of its own negligence, actions, or omissions and/or the negligence, actions, or omissions of its respective boards, board members, officials, officers, employees, agents, representatives, servants, and/or volunteers in the performance of this Contract.

17. INSURANCE

The DCTB shall carry and maintain throughout the life of the Contract such bodily injury and property damage liability insurance and vehicle insurance or similar coverage through the Ohio Transit Risk Pool as will protect it and the Board, DCDJFS, Delaware County and their respective boards, board members, officials, officers, employees, agents, representatives, servants, and/or volunteers against any and all claims for personal injury, including death, or property damage, which may arise from the performance of or operations under this Contract, including the use of vehicles in connection therewith.

Prior to commencement of this Contract, the DCTB shall present to DCDJFS current certificates of insurance or proof of coverage, and shall maintain current such insurance or coverage during the term of this Contract. The insurance company or risk sharing pool needs to be identified for each insurance policy and/or coverage. The certificates of insurance and/or proof of coverage are to be signed by a person authorized by the insurance company or risk sharing pool to bind coverage on its behalf. All insurance and/or coverage shall be written by insurance companies or risk sharing pools licensed to do business in the State of Ohio.

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2016**

Additionally, any risk sharing pool shall be authorized by statute to provide coverage to DCTB.

18. CONFLICT OF INTEREST

The DCTB 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 DCTB further covenants that in the performance of this Contract, no person having such conflicting interest shall knowingly be employed by the DCTB. Any such interest, on the part of the Contractor or its employees, when known, must be disclosed in writing to the DCDJFS.

19. PROGRAM EVALUATION AND MONITORING

Programmatic Monitoring is required by OAC 5101:9-4-2307(B)(7). Such monitoring will take place a maximum of two times per year (one announced and one unannounced site visits), utilizing a monitoring format and checklist developed by the DCDJFS. Monitoring will be conducted so as not to disrupt DCTB operations. 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.

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. DCTB 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 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, DCTB 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 DCTB 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, DCTB understands that changes and/or termination of this contract will be required and necessary. To the extent permitted by law, DCTB 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 DCTB 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

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2016**

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 DCTB 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

DCTB agrees as a condition of this contract to make all services provided pursuant to this contract accessible to the disabled/handicapped. DCTB 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. DCTB, 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, DCTB, 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

DCTB 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. DCTB 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

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/DCTB, 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

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

28. ASSURANCES AND CERTIFICATIONS

DCTB assures and certifies that:

1. 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.
2. Appropriate standards for health and safety in work and training situations will be maintained.
3. Employees of DCTB shall comply with the provisions of the Delaware County Concealed Carry Policy when providing services under this Contract.
4. 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 DCTB.

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2016**

5. It recognizes and accepts its responsibility to maintain easily accessible and auditable financial and programmatic records.
6. 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.
7. It will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.
8. 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.
9. 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.
10. All fixed assets purchased with funds provided through this Contract remain the property of the BOARD. Upon termination of the Contract, DCTB may be asked to return equipment and other fixed assets to Board or DCDJFS.
11. 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. DCTB 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.
12. 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 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.
13. By signing this Contract, DCTB 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.
14. 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.
15. 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).
16. 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. DCTB 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 DCTB 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. DCTB shall reimburse Board for any loss, costs, or expenses resulting from DCTB's inclusion on the excluded parties list or DCTB's delinquent federal debt.

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2016**

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

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:

DCTB:	Delaware County Job and Family Services
Denny Schooley	David S. Dombrosky
Executive Director	Director
119 Henderson Court	Delaware County Job and Family Services
Delaware, Ohio 43015	140 N. Sandusky St., 2 nd Floor
	Delaware, Ohio 43015

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 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.

35. EFFECT OF SIGNATURE

The signatures of the Parties below indicate that the signers and the entities that they represent agree to be bound by all the terms and conditions of this contract.

IN WITNESS WHEREOF, the parties have executed this contract as of the date of the signature of the parties.

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

19

ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator
 -Would like to say that the Code Compliance and Health Departments have done an incredible job on plan reviews for the Tanger Outlet mall. They expedited their plan review time to get plans approved.
 -Attended the 100th birthday celebration for The Strand Theater on Saturday. It was a lovely red carpet event.

20

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton
 -Sorry to have missed the birthday celebration for The Strand

COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2016

-Attended the Tanger Outlet VIP event on Thursday evening and the ribbon cutting on Friday.

Commissioner Lewis

-Jennifer and I attended the VIP event on Thursday to do a little "research" for the speech on Friday morning. Did a little more "research" on Friday too.

21

RESOLUTION NO. 16-630

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

It was moved by Mr. Benton, seconded by Mrs. Lewis to adjourn into Executive Session at 10:01AM.

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

RESOLUTION NO. 16-631

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Benton, seconded by Mrs. Lewis to adjourn out of Executive Session at 10:35AM.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners