

COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 30, 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. 16-632

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 27, 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 27, 2016; and

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

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

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

**2**  
PUBLIC COMMENT

**3**  
ELECTED OFFICIAL COMMENT

**4**  
RESOLUTION NO. 16-633

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0629 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR: 0629

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0629, memo transfers in batch numbers MTAPR0629 and Purchase Orders as listed below:

	<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>				
P1603739	JOG/North Central	Job and Family Job Training Program	22311611-5348	\$ 28,000.00
P1603739	JOG/North Central	Job and Family Job Training Program	22411603-5348	\$ 42,000.00

<b>PR</b>	<b>Vendor</b>	<b>Description</b>	<b>Account</b>	<b>Amount</b>	<b>Line</b>
R1603807	OHIO STATE UNIVERSITY	ANNUAL MEDICAL DIRECTOR FEE	10011303-5301	\$10,000.00	0001
R1603807	OHIO STATE UNIVERSITY	ANNUAL MEDICAL DIRECTOR FEE	21411306-5301	\$2,500.00	0002
R1604026	XYLEM WATER SOLUTIONS USA INC	SPARE SUBMERSIBLE PUMP FOR NORTHSTAR	66211911 - 5450	22812.1	0001
R1604030	DEERE AND CO	JOHN DEERE PR15 GATOR	66211901 - 5450	7293.47	0001

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

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**5**

**RESOLUTION NO. 16-634**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Child Support Enforcement Agency is requesting that Maren Aikey attend an OCDA (Ohio CSEA Directors Association Public) Education Committee Meeting in Columbus, Ohio July 12, 2016, at no cost.

The Auditor’s Office is requesting that Jason Montgomery attend a Technology Conference and Training in Orlando, Florida September 11-16, 2016; at the cost of \$4,440.00 (fund number 20315101)

The Auditor’s Office is requesting that Steve Lewis attend a Technology Conference and Training in Orlando, Florida September 11-16, 2016; at the cost of \$4,440.00 (fund number 20315101)

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

**6**

**RESOLUTION NO. 16-635**

**IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES, AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS FOR FACILITIES MANAGEMENT AND FACILITIES MAINTENANCE:**

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

Whereas, the Interim Director of Facilities recommends approval of An Intergovernmental Cooperation Agreement By And Between The Delaware County Board Of Developmental Disabilities, And The Delaware County Board Of Commissioners For Facilities Management And Facilities Maintenance;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve An Intergovernmental Cooperation Agreement By And Between The Delaware County Board Of Developmental Disabilities, And The Delaware County Board Of Commissioners For Facilities Management And Facilities Maintenance:

**INTERGOVERNMENTAL COOPERATION AGREEMENT**

**Section 1 – Parties to the Agreement**

This Agreement is made and entered into this 30<sup>TH</sup> day of July, 2016, by and between the Delaware County Board of Developmental Disabilities, 7991 Columbus Pike, Lewis Center, OH 43035 (“DCBDD”) and the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), (hereinafter collectively referred to as the “Parties”).

**Section 2 – Purpose**

This Agreement is authorized by sections 9.482, 307.846, and 307.15, *et seq.*, of the Revised Code. The purpose of this Agreement is for the County to assist the DCBDD with the Facilities Management of their property and provide facilities maintenance for the DCBDD. The County may perform the services as set forth in the Exhibit A.

**Section 3 – Division of Responsibilities**

DCBDD designates Kristine Hodge, Superintendent, and Jared Zirillo, Director of Operations, as administrators and agents of DCBDD for Work performed in accordance with this Agreement. The County designates Jon Melvin, Interim Director of Facilities, as administrator and agent of the County for Work performed in accordance with this Agreement. The administrators shall have general supervision of the Work and authority to order commencement or suspension thereof.

**Section 4 – Compensation**

DCBDD shall pay the County for the services provided. The rate shall be based upon the assigned County Employee’s total compensation rate performing the work. The range is \$26.75 to \$36.75 per hour. The County shall utilize their work order software to track and invoice for all work performed. DCBDD estimates a need up to 80 hours per month for a not to exceed amount of \$35,000.00. DCBDD will pay directly for the cost of all materials.

Compensation shall be paid based on invoices submitted to the DCBDD administrators by the County. DCBDD may request additional documentation to substantiate said invoices, and the County shall promptly submit documentation as needed to substantiate said invoices. DCBDD shall pay invoices within thirty (30) days of receipt.

**Section 5 – Records**

The Parties agree that each shall maintain their respective public records concerning the services provided under

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this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

**Section 6 – Term**

This Agreement shall be in effect July 1, 2016 for a term of one (1) year. This Agreement may be renewed annually by mutual written agreement of the Parties. Either Party may, upon thirty (30) days written notice given to the other Party, suspend or terminate this Agreement for convenience and with or without cause. In the case of Termination, the County shall submit a final invoice within sixty (60) days of the Notice of Termination for work completed up to the date of termination.

**Section 7 – Legal Contingencies**

In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

**Section 8 – Personnel**

The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor. In no event shall County's employees be considered employees of DCBDD within the meaning or application of any federal, state or local laws or regulations and vice versa.

**Section 9 – Equipment and Facilities**

Each Party to this Agreement shall be responsible for providing its own equipment and facilities. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

**Section 10 – Insurance and Liability**

Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

Each Party agree to be responsible for the negligent acts and omissions of itself and its respective officers, employees, agents, and volunteers arising out of or in connection with this Agreement, and nothing in this Agreement shall impute or transfer any such responsibility from one Party to the other Party. Each Party is responsible for paying its own costs and attorney's fees that arise from defending any claims arising out of or in connection with this Agreement. In no event shall any Party to this Agreement be liable to the other Party for indirect, consequential, incidental, special, or punitive damages, including, but not limited to, lost profits, lost income, or loss of use.

**Section 11 – Miscellaneous Terms & Conditions**

- 11.1 **Entire Agreement:** This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.
- 11.2 **Governing Law and Disputes:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.
- 11.3 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 11.4 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.5 **Severability:** If any item, condition, portion, or section of this Agreement 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 Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.

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Services may include, but not limited to, the following:

1. Provide routine maintenance services to include changing lights, painting, repairing office furniture and other day-to-day services. Be available for on-call maintenance issues.
2. Assist the DCBDD with contractors to understand how systems operate and service requirements and accept manuals, warranties and maintenance schedules. Keep all plans current and accurate. Assist the DCBDD to set up an annual service plan and maintenance contracts for certain services. These services include, but are not limited to, the following:
  - Heating and ventilation, including automated controls
  - Fire systems, including sprinkler and alarm systems
  - Retention pond fountains and maintenance
  - Emergency light testing
  - Electric backup generators
  - Elevator service and state inspections
  - Make modifications to insure handicapped accessibility and installation of adaptive and therapeutic equipment as necessary. Train staff on use of such equipment as necessary.
  - General upkeep of building (painting, wall patching, etc.)
3. Assist the DCBDD to develop specifications, solicit bids and make recommendations for service contracts for janitorial and grounds maintenance contracts.

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

**7  
RESOLUTION NO. 16-636**

**IN THE MATTER OF SETTING DATE AND TIME FOR REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR ARCHITECTURAL / ENGINEERING CONSULTANTS SERVICES FOR FACILITIES MASTER PLAN UPDATE DELAWARE COUNTY, OHIO:**

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

Whereas, the Interim Director of Facilities recommends approval of the request for Statements Of Qualifications For Architectural / Engineering Consultants Services For Facilities Master Plan Update Delaware County, Ohio;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the request for Statements Of Qualifications For Architectural / Engineering Consultants Services For Facilities Master Plan Update Delaware County, Ohio:

**PUBLIC NOTICE  
REQUEST FOR STATEMENT OF QUALIFICATIONS  
ARCHITECTURAL / ENGINEERING CONSULTANTS SERVICES  
FACILITIES MASTER PLAN UPDATE  
DELAWARE COUNTY, OHIO**

The Delaware County Board of Commissioners, in accordance with Sections 153.67 of the Ohio Revised Code, wishes to receive Statements of Qualifications (SOQ) from experienced consultant firms to assist the County in the update of the Master Plan completed April 2014.

The work may involve, but may not be limited to, reviewing previous completed reports/plans, interviewing participating Elected Officials, Directors, and Office/Department Supervisors, and evaluating County facilities and properties to update the Facilities Master Plan.

The complete Request for Qualifications may be obtained at the County’s web page, <http://www.co.delaware.oh.us> under the heading “Public Notices and Bids” or by contacting the Delaware County Facilities Management Office at (740) 833-2280, email [jmelvin@co.delaware.oh.us](mailto:jmelvin@co.delaware.oh.us), or in person at 1405 US 23 North, Delaware, Ohio during normal business hours.

Statements of Qualifications will be received at the Delaware County Commissioners’ Office, Attention: Mr. Jon Melvin, Interim Director of Facilities, 101 North Sandusky Street, Delaware, Ohio 43015 until 4:00 PM on Friday July 22, 2016. Submittals pursuant to this invitation will not be received after the hour and date stated above.

**Request for statement of Qualifications  
Architectural / Engineering Design Consultants Services  
Facilities master plan update  
DELAWARE COUNTY, OHIO**

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The Delaware County Board of Commissioners is accepting Statements of Qualifications (SOQ) for the following project:

**1. Project Name**

Delaware County Facilities Master Plan 2016 update.

**2. Public Authority/Owner of Record**

Delaware County Board of Commissioners.

**3. Project Location**

Delaware, Ohio

**4. General Description**

The Delaware County Board of Commissioners wishes to retain the services of a qualified consultant to update the Facilities Master Plan dated April 2014 for the future needs of County Offices. Additional work may include detailed facility assessments of County-owned facilities and properties and/or properties to be considered for purchase.

**5. Budget**

Funding for the project is to be determined.

**6. Scope of Services**

The anticipated scope of services are:

6.1 Facilities needs assessment study to project and plan for the needs of each office for at least the next ten years. This should include, but may not be limited to;

- Review of historical data, reports, and trends.
- Interview participating Elected Officials, Directors and Department/Office Heads to understand their operational needs and space requirements. The anticipated list of office/officials are:
  - \* Auditor's Office
  - \* Board of Elections
  - \* Juvenile/Probate Courts
  - \* County Coroner's Office
  - \* County Engineer's Office
  - \* County Prosecutor's Office
  - \* County Recorder's Office
  - \* County Sheriff's Office
  - \* County Treasurer's Office
  - \* Veterans Services Commission
  - \* Board of Commissioners
  - \* Administrative Services
  - \* Child Support Enforcement Agency
  - \* Code Compliance
  - \* Emergency Communications
  - \* Emergency Medical Services (Administration)
  - \* Facilities Management
  - \* Job & Family Services
- Evaluating current facilities and properties.
- Provide a detailed recommendation for County-owned facilities and properties and/or properties to be considered for purchase.

6.2 Additional work may include:

- Detailed facility assessments of County-owned facilities and properties and/or properties to be considered for purchase.
- The development of more detailed conceptual plans and estimates.

**7. Content of Consultant's Statement of Qualifications**

**Statement of Qualifications should include, but is not limited to the following:**

7.1 Name of firm, address and telephone number.

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- 7.2 Names, qualification and experience of principals and key personnel who are to be assigned to the project. Provide detailed information on these individuals so as to indicate their availability to the project. This information should include, but is not limited to the following for each individual:
- Number and type of projects in which individual are involved.
  - A graphical or tabular representation of hours available for key personnel.
- 7.3 Number and composition of staff available for the project, including a table of organization. Composition should be broken into professional, sub-professional, technicians, administrative and clerical.
- 7.4 Name of the responsible firm member and project manager.
- 7.5 Listing of all sub-consultants whose qualifications are being used to obtain qualifications in any of the areas identified.
- 7.6 A brief statement of the firm's intended approach to the project and the services the firm would recommend, including, but not limited to the services requested.
- 7.7 A statement of the firm's overall operating philosophy and organizational characteristics.
- 7.8 An outline of the firm's Quality Assurance or Quality Management Program.
- 7.9 A list of projects completed within the last five (5) years.

**8. Schedule**

Work is to proceed expeditiously upon the approval of the contract.

**9. Procedure for Submission**

Statements of Qualifications will be received until **4:00 PM on Friday July 22, 2016** at:  
 Delaware County Commissioners' Office  
 Attention: Mr. Jon Melvin, Interim Director of Facilities  
 101 North Sandusky Street  
 Delaware, Ohio 43015

Five (5) copies and one electronic PDF file of all submittals are to be included. Submittals pursuant to this invitation will not be received after the hour and date stated above.

Any proposals submitted to Delaware County, Ohio are to be prepared at the submitter's expense. Delaware County reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the submitter and Delaware County. Delaware County shall have no liability whatsoever to any submitter whose proposal is not accepted.

**10. Inquires**

Requests for clarification from Delaware County shall be made only in writing. No other form for submitting clarifications is acceptable. Interested parties must submit all questions, in writing to:

Delaware County Commissioners  
 Attention: Jon Melvin, Interim Director of Facilities  
 1405 US RTE 23 North, Delaware, Ohio 43015  
 Fax: (740) 833-2279  
 Email: [jmelvin@co.delaware.oh.us](mailto:jmelvin@co.delaware.oh.us)

Requests for clarification must be made at least seven (7) business days prior to the submission deadline date and time to be considered for a response.

Any information given concerning this RFQ will be furnished by written addendum only and promptly furnished to all other interested parties as an addendum or clarification. Oral instructions, given before the opening or the award of a contract, will not be binding. All addendums will be released via email and be posted to the Delaware County website: <http://www.co.delaware.oh.us/bidinfo.htm>. Those interested in submitting a response to this RFQ shall notify Delaware County by submitting a Letter of Intent to Submit. Interested parties shall monitor the web site for any addendums or clarifications to assure complete compliance with specifications, terms and conditions. Delaware County is not responsible for missed communications due to incorrect e-mail addresses, mailboxes that have exceeded their limit, or other e-mail or Internet service provider problems.

**11. Public Record and Treatment of Confidential and Proprietary Information**

Once Statements of Qualifications are opened, they are public records as defined in ORC §149.43 and are subject to all laws appurtenant thereto. All materials in the submittal will become the property of Delaware County and may be returned only at Delaware County's discretion. Submittal documents/materials submitted to Delaware County are public information as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to ORC §149.93. Any portion of the submittal to be held confidential should be marked to that effect and will not be considered public record if it clearly falls within an exemption enumerated in ORC §149.43.

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12. Evaluation of SOQ

Statements of Qualifications will be evaluated on the following criteria:

- Competence of the firm to perform the required services as indicated by the technical training, education, and experience of the firm's personnel, especially the technical training, education, and experience of the employees within the firm who would be assigned to perform the services.
- Ability of the firm in terms of its workload and the availability of qualified personnel, equipment, and facilities to perform the required services competently and expeditiously
- Past performance of the firm as reflected by the evaluations of previous clients and with the Delaware County Board of Commissioners with respect to such factors as control of costs, quality of work, and meeting of deadlines.
- Location of the firm in relation to the project site.
- Any other relevant factors as determined by the public authority.

As required by the Ohio Revised Code Section 153.65 to 153.71, responding firms will be evaluated and ranked in order of their qualifications by a selection committee based on proposals and any conducted interviews. Dependent on the total number of proposals submitted, the selection committee may short list the top firms and conduct interviews with the short listed firms only. Upon ranking of at least the top three firms, Delaware County may enter into contract negotiations with the firm ranked most qualified. If no agreement can be reached with the first firm, Delaware County may enter into negotiations with the firm ranked to be the next most qualified firm.

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

8

**RESOLUTION NO. 16-637**

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

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

- WHEREAS, Delaware County has personal property not needed for public use, obsolete, or unfit for the use for which it was acquired; and
- WHEREAS, Ohio Revised Code Section 307.12 (E) allows, by resolution the sale of such property by internet auction; and
- WHEREAS, the Delaware County Board of Commissioners passed Resolution 12-79 on January 23, 2012, declaring its intent to sell such property by internet auction; and
- WHEREAS, certain of such property may require a signature to transfer such property from the county to a buyer; and
- WHEREAS, certain of such property may receive no bids during the internet auction and can be declared to be of no value;

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

<u>Item/Asset Type</u>	<u>Make</u>	<u>Model</u>	<u>Serial Number/Asset Number</u>
253/CAR	CHEVROLET	01 IMPALA 3.8L	2G1WF55K719326796
561/CAR	FORD	10 CVPI 4.6L	2FABP7BV0AX134232
527/SALVAGE	FORD	07 CVPI 4.6L	2FAFP71W37X143124
513/SALVAGE	FORD	06 CVPI 4.6L	2FAFP71W66X157095
515/CAR	FORD	06 CVPI 4.6L	2FAFP71W56X166452
506/CAR	FORD	05 CVPI 4.6L	2FAFP71W45X163900
510/CAR	FORD	05 CVPI 4.6L	2FAFP71W65X163901
504/CAR	FORD	05 CVPI 4.6L	2FAFP71W15X163899
326/CAR	FORD	03 CVPI 4.6L	2FAHP71W13X186606
343/CAR	FORD	03 CVPI 4.6L	2FAFP71W53X125685
246/CAR	FORD	01 CVPI 4.6L	2FAFP71W21X160391

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168/SUV	CHEVROLET	00 SUBURBAN 4x4	3GNFK16T2YG186991
150/SUV	CHEVROLET	00 SUBURBAN 4x4	3GNFK1679YG225561
118/PICKUP	CHEVROLET	93 C1500	1GCEK14C1PE148178
922/PICKUP	FORD	03 F150 4X4 4.6L	2FTRF18WX3CB11009
921/PICKUP	DODGE	01 RAM 2500	3B6KF26Z01M583617
157/PICKUP	CHEVROLET	99 S10 4.3 V6	1GCCS19X1X8175592
315/PICKUP	CHEVROLET	97 SIERRA 4X4	1GTGK29J8VE561928
915/PICKUP	CHEVROLET	94 CHEYENNE 3500	1GBHK34K6RE311303
120/SQUAD	Ford/Horton	95 F-350 7.3 L	1FDKF37F6SNB05419
Mower	Grasshopper	723	3533205181
Trailer	homemade	Gas Pump Test Trailer	AUD0501
PBX phone system	Fujitsu	F9600 switches and phones	Various

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

**9**  
**RESOLUTION NO. 16-638**

**IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR THE COUNTY ENGINEER’S OFFICE:**

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

**Supplemental Appropriations**

10040421-5401	Road & Bridge Projects/Land Purchase	\$300,000.00
10040421-5420	Road & Bridge Projects/Road Constructions	\$1,450,000.00

The cash advances will be returned from 294 to 100 once the reimbursements are posted.

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

**10**  
**RESOLUTION NO. 16-639**

**IN THE MATTER OF APPROVING OWNER’S AGREEMENTS FOR NORTH FARMS SECTION 4 AND NORTH FARMS SECTION 8:**

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

Whereas, The Engineer recommends approving the Owner’s Agreements for North Farms Section 4 and North Farms Section 8;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner’s Agreements for North Farms Section 4 and North Farms Section 8.

**Owner’s Agreement for North Farms Section 4**

**OWNER’S AGREEMENT**  
**PROJECT NUMBER: 15069**

**THIS AGREEMENT**, executed on this 30<sup>th</sup> day of June, 2016 between **M/I HOMES OF CENTRAL OHIO**, hereinafter called ‘**OWNER**’ and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **NORTH FARMS SECTON 4**, further identified as Project Number 15069 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

**OPTIONS:**

- Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit “A”** attached hereto.
- Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.



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**OWNER** hereby elects to use Option 1 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

**All public improvement construction** shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

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

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **FIFTY-TWO THOUSAND DOLLARS (\$52,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

**Upon completion of construction**, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

**Acceptance of the project** into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

**Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer** during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

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

**In consideration whereof**, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated herein.

**EXHIBIT "A"**

CONSTRUCTION COST ESTIMATE	\$685,900
CONSTRUCTION BOND AMOUNT	\$685,900
MAINTENANCE BOND AMOUNT	\$ 68,600
INSPECTION FEE DEPOSIT	\$ 52,200

**Owner's Agreement for North Farms Section 8**

**OWNER'S AGREEMENT**

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2016**

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**PROJECT NUMBER: 6008**

**THIS AGREEMENT**, executed on this 30<sup>th</sup> day of June, 2016 between **M/I HOMES OF CENTRAL OHIO**, hereinafter called ‘**OWNER**’ and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **NORTH FARMS SECTON 8**, further identified as Project Number 6008 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

**OPTIONS:**

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit “A”** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

**OWNER** hereby elects to use Option 1 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

**All public improvement construction** shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

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

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **THIRTY-TWO THOUSAND DOLLARS (\$32,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

**Upon completion of construction**, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER’S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit “A”** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer’s** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

**Acceptance of the project** into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER’S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

**Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer** during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, “as-built” drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and

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installation costs. The utility user charges shall be paid by the OWNER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

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

In consideration whereof, the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO hereby grants the OWNER or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$404,500
CONSTRUCTION BOND AMOUNT	\$404,500
MAINTENANCE BOND AMOUNT	\$ 40,400
INSPECTION FEE DEPOSIT	\$ 32,000

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

**11**  
**RESOLUTION NO. 16-640**

**IN THE MATTER OF APPROVING CONTRACTS OF SALE AND PURCHASE FOR BIG WALNUT ROAD IMPROVEMENTS, AND BILLS OF SALE FOR S. OLD STATE ROAD IMPROVEMENTS WITH THE BOARD OF DELAWARE COUNTY COMMISSIONERS:**

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 for Big Walnut Road Improvements, and bills of sale for South Old State Road Improvements as follows.

Now Therefore Be It Resolved that:

Section 1. The Delaware County Board of Commissioners approve the contracts of sale and purchase for Big Walnut Road Improvements, and bills of sale for South Old State Road Improvements as follows:

**Big Walnut Road Improvements**

**CONTRACTS OF SALE AND PURCHASE**

**Boudreau Ltd.**

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

**WITNESSETH:** On this 30<sup>th</sup> day of June, 2016, Boudreau, Ltd., whose address is 5205 Ashford Road, Dublin, OH 43017 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. 56WDV, 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 the total sum of One Hundred Ninety Four Thousand Six Hundred Ninety Four and 00/100 Dollars (\$194,694.00) 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

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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 execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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 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.

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11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

**Bonnie Mann**

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

**WITNESSETH:** On this 30<sup>th</sup> day of June , 2016, Bonnie P. Mann, aka Bonnie C. Mann, unmarried, whose address is 5380 Worthington Road, Westerville, Ohio 43082, 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)  
6-SH  
DEL-CR13-4.04

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

**TERMS OF PURCHASE:**

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1. PURCHASER promises and agrees to pay to the SELLER the total sum of **Twelve Thousand Dollars (\$12,000.00)** 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 execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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

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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.

11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

**Bills of Sale - South Old State – Speedway, LLC**

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LPA RE 69 CC  
Rev. Aug. 2011

C/R/S DEL CR10-0.90  
PARCEL 46BS1  
PID NO 90243

**BILL OF SALE FROM TENANT  
(Structures) and/or Miscellaneous  
Improvements**

This Contract made and entered into this 2nd day of June, 2016 by Speedway LLC, formerly known as Speedway SuperAmerica LLC, hereinafter called Owner and the Delaware County Engineers Office, hereinafter called the LPA, and is based on the following understanding:

Situated on Parcel No. 46 T, on an area of land fee owned by Wynstone Development Company, an Ohio General Partnership the following described structure(s)/improvement(s) for the purpose of this Agreement shall be considered to be real property, the same as if attached to the land.

LIST STRUCTURES/IMPROVEMENTS AND COMPENSATION FOR EACH
2 Pole Lights (\$11,850), 1 Small Sign (\$197.50)

It is mutually agreed and understood by and between the Owner of said structure(s)/improvement(s) and the LPA as follows:

1. The sum \$12,047.50, is the entire amount of money to be paid to Owner for the above-referenced structure(s)/improvement(s).
2. The Owner of said structure(s)/improvement(s) is to remain in possession of the structure(s) /improvement(s) for a period of time after the execution of this Agreement, which period of time is set forth in paragraph three. The Owner shall keep any insurance policies in effect on the structure(s) /improvement(s) so long as he has possession of same, and the LPA shall be subrogated to any and all claims for damages to the buildings after title passes.
3. The Owner will remain in possession of the structure(s)/improvement(s), and all attached fixtures and equipment and shall protect and preserve the same as they now exist, and shall deliver peaceful unoccupied possession thereof to the LPA, its employees or assigns at the closing or as directed by the Delaware County Commissioners.
4. It is agreed that the following fixtures and/or equipment:  
2 Pole Lights, 1 Small Sign or other items that are normally considered a part of, and add to the value of the structure(s), shall be delivered by the owner, intact.
5. The Owner of said structure(s)/improvement(s) shall assign all rights of access to the structure(s) /improvement(s) to the LPA, thus granting the LPA the right to enter onto the land described herein, where the structure(s)/improvement(s) are located, to removed the structure(s)/improvement(s) in accordance with plans on file and/or for the purpose of removing materials from the structure(s) via the most direct and practical route to



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LPA RE 69 CC  
Rev. Aug. 2011

C/R/S DEL CR10-0.90  
PARCEL 46BS1  
PID NO 90243

**BILL OF SALE FROM TENANT  
(Structures) and/or Miscellaneous  
Improvements**

This Contract made and entered into this 2nd day of June, 2016 by Speedway LLC, formerly  
known as Speedway SuperAmerica, LLC, hereinafter called Owner and the City of Columbus, hereinafter called the  
LPA, and is based on the following understanding:

Situated on Parcel No. 46-WDV, on an area of land fee owned by Wynstone Development Company, an Ohio  
General Partnership the following described structure(s)/improvement(s) for the purpose of this Agreement shall be  
considered to be real property, the same as if attached to the land.

LIST STRUCTURES/IMPROVEMENTS AND COMPENSATION FOR EACH
100 LF Concrete Curb (\$1,580), 6,133 SF Seeded Lawn (\$613), 450SF Asphalt Bike Path (\$711), 800SF Paving (\$1,264), 1 Electronic Monument Sign (\$49,580) (6) Fire Bush (\$300), 4 Mature Trees (\$3,000), 5 Smaller Trees (\$1,250), 1 Flag Pole (\$1,185), 240 LF Sprinkler System (\$379), 2 Sprinkler Heads (\$57), 1 Flag Pole Light (\$198), 240 SF Landscape Area (\$1,440), 1 Spigot (\$39.50)

It is mutually agreed and understood by and between the Owner of said structure(s)/improvement(s) and the LPA as follows:

1. The sum \$61,596.50, is the entire amount of money to be paid to Owner for the above-referenced structure(s)/improvement(s). Seller and Purchaser agree that (i) Seller shall be permitted to retain improvements now situated on the real property to be conveyed (See RE 66 Agreement for Removal for details), (ii) the amount to be paid to the seller shall be reduced by the sum of \$400.00, which is the salvage value of the retained improvement, (iii) the total amount Purchaser shall pay ultimately to the seller is \$61,196.50; and (iv) the terms and conditions of Seller's retention are set forth in the RE 66 (Agreement for Removal).
2. The Owner of said structure(s)/improvement(s) is to remain in possession of the structure(s) /improvement(s) for a period of time after the execution of this Agreement, which period of time is set forth in paragraph three. The Owner shall keep any insurance policies in effect on the structure(s) /improvement(s) so long as he has possession of same, and the LPA shall be subrogated to any and all claims for damages to the buildings after title passes.
3. The Owner will remain in possession of the structure(s)/improvement(s), and all attached fixtures and equipment and shall protect and preserve the same as they now exist, and shall deliver peaceful unoccupied possession thereof to the LPA, its employees or assigns at the closing or as directed by the City of Columbus.
4. It is agreed that the following fixtures and/or equipment:  
100 LF Concrete Curb, 6,133 SF Seeded Lawn, 450SF Asphalt Bike Path, 800SF Paving, 1 Electronic Monument Sign, (6) Fire Bush, 1 Flag Pole, 240 LF Sprinkler System, 2 Sprinkler Heads, 1 Flag Pole Light, 240 SF Landscape Area, 1 Spigot or other items that are normally considered a part of, and add to the value of the

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the nearest public highway or street structure(s) shall be delivered by the owner, intact.

5. The Owner of said structure(s)/improvement(s) shall assign all rights of access to the structure(s)/improvements(s) to the LPA, thus granting the LPA the right to enter onto the land described herein, where the structure(s)/improvement(s) are located, to remove the structure(s)/improvement(s) in accordance with plans on file and/or for the purpose of removing materials from the structure(s) via the most direct and practical route to the nearest public highway or street.

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

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

**12**

**RESOLUTION NO. 16-641**

**IN THE MATTER OF ACCEPTING AND APPROVING THE RECOMMENDATION OF THE UNION COUNTY COMMISSIONERS FOR MAINTENANCE ASSESSMENT OF 20% FOR THE OTTAWA RUN JOINT COUNTY DITCH:**

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

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Whereas, the Union County Commissioners have received a recommendation from the Union County Engineer and the Union County Soil and Water Conservation District for continuance of the Ottawa Run Joint County Ditch maintenance assessment at 20%, and

Therefore Be It Resolved, that the Delaware County Commissioners accept and approve the recommendation of the Union County Commissioners and the Union County Soil and Water Conservation District for the continuance of the Ottawa Run Joint County Ditch maintenance assessment at 20%.

Further Be It Resolved, that the Clerk to the Delaware County Commissioners will send a certified copy of this resolution to the Union County Commissioners.

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

**13  
RESOLUTION NO. 16-642**

**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:

Permit #	Applicant	Location	Type of Work
U16-108	Suburban Natural Gas	Sanctuary at the Lakes Section 4	Install Gas Main
U16-109	Columbia Gas of Ohio	Heathers at Golf Village Section 2	Install Gas Main
U16-110	Charter Comm	Highland Hills Drive	Directional Bore

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

**14  
RESOLUTION NO. 16-643**

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND ACME ENTERPRISES, INC. FOR THE PURCHASE OF TRANSPORTATION SERVICES:**

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 with ACME Enterprises, Inc. for the Purchase of Transportation Services:

**CONTRACT  
FOR THE PURCHASE OF TRANSPORTATION SERVICES  
BETWEEN THE DELAWARE COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AND  
ACME ENTERPRISES, INC.**

This Contract is entered into this 30<sup>th</sup> day of June, 2016 by and between the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015 on behalf of Delaware County Department of Job and Family Services (hereinafter, "DCDJFS), whose address is 140 North Sandusky Street, Delaware, Ohio 43015, and ACME Enterprises, Inc. (hereinafter, "PROVIDER") whose address is 1399 Windrush Circle, Blacklick, Ohio 43004 (hereinafter singly "Party," collectively, "Parties").

**PRELIMINARY STATEMENTS**

**WHEREAS**, PROVIDER provides transportation or taxi services to citizens in Ohio; and,

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

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

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

**STATEMENT OF THE AGREEMENT**

**NOW, THEREFORE**, the Parties mutually agree as follows:

**1. PURPOSE OF CONTRACT**

The purpose of this Contract is to state the covenants and conditions under which PROVIDER, for and on behalf of DCDJFS, will provide transportation services (hereinafter collectively “Services”) to clients in Delaware County, Ohio. Eligibility for participation in the services shall be determined by DCDJFS. Services to be provided, the budget, and forms to be used for such Services are respectively described in detail and/or set forth in:

RFP # 01-CY16  
 Submittals A1, A2, A3, A4  
 Forms Represented In RFP# 01-CY16, Section XI

**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**

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

RFP # 01-CY16  
 Submittals A1, A2, A3, A4  
 Forms Represented In RFP# 01-CY16, Section XI

with the following additions or exceptions listed below:

Ten (10) percent of the maximum contract value shall be paid only if services are provided and the following expected outcomes are achieved:

<b>Metric</b>	<b>Percent %</b>
90% of all customers will be picked up within 15 minutes of their scheduled pickup time.	3.3%
90% of all customers will arrive prior to their scheduled start time for scheduled appointments.	3.3%
95% of customers completing customer satisfaction surveys will express positive opinions regarding the service.	3.4%
<b>TOTAL</b>	<b>10%</b>

Determination of whether provider meets expected outcomes will be determined on a quarterly basis and payment made within 30 days of the determination.

Pickup and drop off performance metrics will be reported on a monthly basis as supporting detail with monthly invoices.

Pickup and drop off times used for metric performance calculations for specific trips shall be based on what was mutually agreed upon between the customer and the Provider dispatcher. Times listed in trip authorizations shall be considered targeted planning times.

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The Customer Satisfaction metric shall be reported quarterly with the monthly invoice of the third month in the quarter. A minimum of 10% of different customers shall be randomly surveyed each month. No customer shall be surveyed more than once each month or twice within the quarter. Customer satisfaction surveys shall demonstrate a good cross section of drivers, times of day for trips, and types of customers transported (ie. Medicaid transports, Food Assistance customers, etc.).

The following four areas will be measured for customer satisfaction:

- Dispatcher courtesy and professionalism
- Driver courtesy and professionalism
- Driver safety
- Vehicle cleanliness

Each of the four areas measured above can earn up to 5 points for a total of 20 points on a given survey. A minimum of 12 points must be earned on a survey to be considered satisfactory towards achieving the 95% metric.

Provider shall follow-up with customers on all surveys with less than 8 points to identify root causes of problems and opportunities for service improvement.

Provider may exempt or exclude specific trips when measuring any of the three performance metrics when the customer has caused a potential adverse impact on the Provider's performance due to:

- Short Lead Time - Customer schedules or changes a trip within two hours of the expected pickup time.
- Excessive Wait Time – Wait time for a customer exceeds 15 minutes.
- Customer is a “no-show”.

Provider shall document the circumstances where the customer has caused an adverse impact.

For all DCDJFS authorized trips where DCDJFS clients are being transported by the Provider, only DCDJFS authorized clients and their authorized accompanying riders will be transported in the Provider vehicle during the trip(s).

Ride sharing is permitted for participants in the Summer Youth Employment Program to facilitate cost effective and timely transport.

#### **4. FINANCIAL AGREEMENT**

##### **A. PAYMENT PROCEDURES:**

1. DCDJFS shall reimburse PROVIDER in accordance with:

RFP # 01-CY16 Clause 3.6  
Submittal A4 Rates

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

The Provider 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 Provider agrees to be bound by a negotiated percentage removal rate. Department and Provider will negotiate these rates below:

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

Any removal rate amounts 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 removal rate 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

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request during contract monitoring.

**B. MAXIMUM PAYMENT:**

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

**5. AWARD INFORMATION**

CFDA Title and Number: 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.

Funding sources are contingent upon eligibility of the participant.

**6. LIMITATION OF SOURCE OF FUNDS**

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

**7. DUPLICATE BILLING/OVERPAYMENT**

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

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**8. INFORMATION REQUIREMENTS**

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

**9. AVAILABILITY AND RETENTION OF RECORDS**

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

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

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

**10. INDEPENDENT FINANCIAL RECORDS**

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

**11. SERVICE DELIVERY RECORDS**

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

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

**12. RESPONSIBILITY FOR INDEPENDENT AUDIT**

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

**13. RESPONSIBILITY OF AUDIT EXCEPTIONS**

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

**14. INDEPENDENT CONTRACTORS**

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

PROVIDER certifies that all approvals, licenses, or other qualifications necessary to conduct business in

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Ohio have been obtained, are operative, and are current.

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

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

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

**15. SUB-CONTRACTORS**

Sub-contractors are allowed.

All sub-contractors and PROVIDER employees who act as drivers for transportation services shall:

Hold a current, valid driver’s license for at least two years, hold any driver’s license endorsement that is necessary to operate the type of vehicle used for the service, and have fewer than six points issued under Chapter 4506 or 4507 of the Revised Code (or have points issued under statutes of the driver’s home state that are substantially equivalent to six points issued under Chapter 4506 or 4507 of the Revised Code if the driver is a resident of another state);

Obtain a signed statement from a licensed physician acting within the scope of the physician’s practice that states that the driver has no medical or physical condition, including an incurable vision impairment, that may impair safe driving, passenger assistance, emergency treatment, or the health and welfare of a consumer or the general public;

Pass drug and alcohol tests. The drug tests check for the use or abuse of amphetamines, cannabinoids (THC), cocaine, opiates, and phencyclidine (PCP). The driver receives a passing score if the drug tests do not find the drugs in his/her blood, breath, or urine. The alcohol tests check blood-alcohol content. The driver receives a passing score if the alcohol tests do not find a blood alcohol content in the driver’s blood that is higher than Ohio’s maximum blood-alcohol content. The driver shall obtain the drug and alcohol tests from a hospital or another entity that the Ohio Department of Health permits to conduct the tests.

**16. INDEMNIFICATION**

PROVIDER shall provide indemnification as follows:

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

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others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the contracted parties to this agreement.

- C. To the fullest extent of the law and without limitation, PROVIDER agrees to indemnify and hold free and harmless the Indemnified Parties from any and all actions, claims, suits, demands, judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any violation of governmental laws, regulations, any spoilage, harm, damage, injury, or loss of or upon the environment, including, but not limited to land, water, or air, or any adverse effect on the environment, including, but not limited to land, water, or air, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the contracted parties performance of this Contract or their actions or omissions. PROVIDER agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that PROVIDER shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. PROVIDER further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that PROVIDER shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees.

**17. INSURANCE**

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

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

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

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

Umbrella or Excess Liability insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$3,000,000.

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

The Board and DCDJFS must be named as "Additional Insured" on the policies listed in paragraphs above. The Board of Delaware County Commissioners must also be named as the certificate holder.

The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio.

Provider agrees that all subcontractors and/or drivers who will perform work under this contract will either have their own insurance policies at the same coverage amounts as PROVIDER, or will be covered by PROVIDER'S insurance policies described in this section.

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

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

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



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

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

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

**18. CONFLICT OF INTEREST**

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

**19. PROGRAM EVALUATION AND MONITORING**

Programmatic Monitoring is required by ORC 5101:2-47-23.1. Such monitoring will take place a maximum of three times per year (two announced and one unannounced site visits), utilizing a monitoring format and checklist developed by the DCDJFS. The checklist will be used to sign-off and confirm agreement on the items that are non-compliant with contract terms and deliverables. Contractor will be required to develop a plan, approved by the DCDJFS, to correct noncompliance issues within a term defined by the DCDJFS.

DCDJFS shall conduct a Risk Assessment during the first 30 days of the contract start date and annually for contracts where the service period (and its related service period extensions) exceeds 12 months.

**20. RESPONSIBILITY FOR BOARD / DCDJFS PROPERTY**

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

**21. TERMINATION**

**A. TERMINATION FOR THE CONVENIENCE:**

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

**B. BREACH OR DEFAULT:**

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

**C. WAIVER:**

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

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be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by any Party shall be authorized in writing and signed by an authorized Party representative.

**D. LOSS OF FUNDING:**

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

**22. 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.

**23. CIVIL RIGHTS**

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

**24. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED**

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

**25. FAIR HEARING**

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

**26. DRUG-FREE WORKPLACE**

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

**27. 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/PROVIDER, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C.

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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.

**28. FINDINGS FOR RECOVERY**

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

**29. ASSURANCES AND CERTIFICATIONS**

PROVIDER 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. It 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 PROVIDER.
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, PROVIDER 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. PROVIDER further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
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, PROVIDER certifies that it is currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code chapter 102 and the related provisions of chapter 2921.

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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. PROVIDER shall immediately notify Board of any delinquent federal debt, and in the event of such delinquent debt, the Government wide commercial purchase card shall not be authorized as a method of payment under the Contract. In the event that PROVIDER is placed on the excluded party list at any time, BOARD or DCDJFS shall have the right to terminate this Contract immediately without additional payment for any services rendered. PROVIDER shall reimburse Board for any loss, costs, or expenses resulting from PROVIDER's inclusion on the excluded parties list or PROVIDER's delinquent federal debt.
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.
18. It will ensure that no contracts are entered into with or purchase made from a person or entity which is debarred or suspended or is otherwise ineligible for participation in federal assistance programs in accordance with OAC Section 5101:9-4-07(J)(7).
19. It will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented by DOL regulations (29 C.F.R. part 3).
20. It will comply with sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 3708) as supplemented by DOL regulations (29 C.F.R. part 5).
21. It will comply with "Rights to Inventions" clause 37 C.F.R. part 401 pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this contract.

**30. 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:

**ACME Enterprises, Inc.**

Michael K. Goldsbury  
Vice President, CEO  
1399 Windrush Circle  
Blacklick, Ohio 43004

**Delaware County Job and Family Services**

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

**31. 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.

**32. 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.

**33. SEVERABILITY**

If any item, condition, portion, or section of this contract or the application thereof to any person,

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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.

34. 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.

35. 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.

36. 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            Mr. Merrell        Absent   Mrs. Lewis        Aye    Mr. Benton        Aye

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RESOLUTION NO. 16-644

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

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 amendment;

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

**First Amendment to Contract  
For  
Alternative Education and Work Readiness Training**

This First Amendment of the Contract For Alternative Education and Work Readiness Training is entered into this 30th day of June, 2016 by and between the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the NORTH CENTRAL JOBS FOR OHIO'S GRADUATES (hereinafter, "PROVIDER") whose address is 890 West Fourth Street, Mansfield, Ohio 44906 (hereinafter singly "Party," collectively, "Parties").

WHEREAS, the Parties entered into the Contract for Alternative Education and Work Readiness Training (hereinafter "Contract") dated January 11, 2016; and,

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

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:

**PURPOSE**

The purpose of this amendment is to state the covenants and conditions under which PROVIDER, for and on behalf of DCDJFS, will provide alternative education and work readiness training (hereinafter collectively "Services") to youth in Delaware County, Ohio.

PROVIDER shall provide "dual" program services compliant with the Workforce Innovation and Opportunity Act (WIOA) and the Comprehensive Case Management and Employment Program (CCMEP).

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**TERM**

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

**SCOPE OF SERVICES/DELIVERABLES**

PROVIDER and DCDJFS shall perform obligations under this contract in accordance with the following policies and guidance:

Program	Policy or Guidance Letter	Description	Revision Date
CCMEP	5101:14-1-01	Definitions	03/24/16
CCMEP	5101:14-1-02	General Guidance	03/24/16
CCMEP	5101:14-1-04	Assessment and Individual Service Strategy	03/24/16
CCMEP	5101:14-1-05	Individual Opportunity Plan and Activities	03/24/16
CCMEP	5101:14-1-06	Program Exit and Follow-Up Services	03/24/16
CCMEP	5101:14-1-07	Primary Performance Measures	03/24/16
WIOA	5101:10-3-01	Youth and Young Adult: Eligibility Requirements	03/24/16
WIOA	Area 7 P7-400	Youth Eligibility	10/12/15
WIOA	Area 7 P7-401	Youth Work Experience	10/12/15
WIOA	Area 7 P7-402	Background Checks	04/11/16

PROVIDER and DCDJFS shall be responsible for the processes as summarized in the table below.

**WIOA and CCMEP YOUTH PROGRAM PROCESSES**

Process Description	Responsibility DCDJFS, PROVIDER, or Joint Responsibility	Form(s) Used in Process
<b>Outreach</b> Participant recruitment; Networking with local schools; Attendance at community service events	Joint Responsibility DCDJFS and PROVIDER	
<b>Interviews</b> Appropriateness and Suitability Determination Eligibility Determination Enrollment	DCDJFS	Ohio Department of Job and Family Services (ODJFS) Form JFS 03002 (03/20/16), WIOA YOUTH AND YOUNG ADULT PROGRAM ELIGIBILITY APPLICATION
<b>Eligibility Final Determination</b>	DCDJFS	
<b>Participant Assessment and Case Planning</b> Comprehensive Assessment Individual Opportunity Plan	DCDJFS	ODJFS Form JFS 03003 (03/20/16), COMPREHENSIVE CASE MANAGEMENT EMPLOYMENT PROGRAM (CCMEP) COMPREHENSIVE ASSESSMENT  ODJFS Form JFS 03004 (03/20/16), COMPREHENSIVE CASE MANAGEMENT AND EMPLOYMENT PROGRAM (CCMEP) INDIVIDUAL OPPORTUNITY PLAN
<b>Case File Administration</b> Eligibility Documentation Enrollment Documentation Assessments Documentation Program Element Progress Documentation	Joint Responsibility DCDJFS and PROVIDER  DCDJFS shall maintain individual participant master files.	
<b>Academic Assessment Coordination</b>		

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TABE Locator (New participants) TABE 9 (New participants) CAPS, COPS, COPEs (New participants) *****  TABE 10 (Exiting participants)	DCDJFS  *****  PROVIDER	
<b>Program Element Services and Delivery</b>	PROVIDER shall be responsible for all WIOA Core elements except Supportive Services and Follow-up  DCDJFS shall be responsible for Supportive Services and Follow-Up	
<b>Invoicing and Participation Reporting</b>	PROVIDER  Provider shall submit Invoices and Participation Roster monthly	DCDJFS Youth Program Invoice Form 070116
<b>Work Experience Administration</b>	PROVIDER  Provider shall submit Work Experience participation monthly	DCDJFS Youth Program Invoice Form 070116
<b>Program Exits Final Determination</b>	DCDJFS	
<b>Follow-Up Administration</b>	Joint Responsibility DCDJFS and PROVIDER  Follow-Up participation shall be reported monthly for 12 months following participant exit	
<b>Performance Metrics Reporting</b>	Joint Responsibility  DCDJFS shall retain primary responsibility for meeting and reporting the seven (7) primary performance measures.  PROVIDER shall report to DCDJFS the percentage of program participants that were in an education or training program while enrolled in the program who obtain a recognized post-secondary credential, or a secondary school diploma or its recognized equivalent during participation.	
<b>State of Ohio OWCMS Web Application Administration</b>	DCDJFS	

PROVIDER shall make available and provide services to participants the following twelve (12) specific core youth program elements:

- Tutoring, study skills training, instruction and dropout prevention:
- Alternative secondary school services, or dropout recovery services:

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- Paid and unpaid work experience (with an academic and occupational education component):
- Occupational skill training:
- Education offered concurrently with workforce preparation activities:
- Leadership development opportunities:
- Adult mentoring:
- Comprehensive guidance and counseling:
- Financial literacy education:
- Entrepreneurial skills training:
- Labor market and employment information:
- Activities to prepare for and transition to post-secondary education and training:

DCDJFS shall make available and provide services to participants the following specific core youth program elements:

- Supportive Services:
- Follow-Up Services for not less than 12 months:

PROVIDER shall make available directly or indirectly through community service partners the following CCMEP activities to participants:

- Subsidized employment:
- Work experience:
- On-the-job training:
- Job search:
- Community service:
- Vocational education training:
- Job skills training directly related to employment:
- Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency:
- Participation in a secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate:
- Internships:
- Job shadowing:
- Pre-apprenticeship opportunities. This includes programs or a set of strategies designed to prepare individuals to enter and succeed in registered apprenticeship programs and have a documented partnership with at least one, if not more, registered apprenticeship programs:
- Career counseling. This includes a facilitated exploration of occupational and industry information that will lead to a first, new, or better job for the program participant:
- Adult mentoring:
- Entrepreneurial skills training:
- Tutoring, study skills training:
- Job readiness training:
- Parenting classes:
- Life skills classes:
- Referral to English as a second language course:
- Financial literacy education:
- Activities within OhioMeansJobs.com:

DCDJFS shall be responsible for measuring, meeting, and reporting common CCMEP performance goals for youth and adults served through the program. There are seven (7) primary performance measures which include:

- The percentage of program participants that are in unsubsidized employment during the second quarter after exit:
- The percentage of program participants that are in unsubsidized employment during the fourth quarter after exit:
- The percentage of program participants that are in unsubsidized employment, education, or occupational skills training during the second quarter after exit:
- The percentage of program participants that are in unsubsidized employment, education, or occupational skills training during the fourth quarter after exit:
- The percentage of program participants that were in an education or training program while enrolled in CCMEP who obtain a recognized post-secondary credential, or a secondary school diploma or its recognized equivalent during participation in or within one year after exit from CCMEP. CCMEP program participants who obtain a secondary school diploma or its recognized equivalent shall be included in the percentage counted as meeting the criterion if such participants, in addition to obtaining such diploma or its recognized equivalent, have obtained or retained employment or are in an education or training program leading to a recognized post-secondary credential within one year after exit from CCMEP:



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- The median earnings of program participants who are in unsubsidized employment during the second quarter after exit:
- The percentage of program participants who were in unsubsidized employment during the second quarter after exit who during the fourth quarter after exit are employed with the same employer:

PROVIDER shall report to DCDJFS:

- The percentage of program participants that were in an education or training program while enrolled in the program who obtain a recognized post-secondary credential, or a secondary school diploma or its recognized equivalent during participation.

**PAYMENT PROCEDURES**

PROVIDER shall submit to DCDJFS proper monthly invoices for services actually provided.

The PROVIDER 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.

The PROVIDER shall submit the monthly invoice on DCDJFS Youth Program Invoice Form 070116 which is a Microsoft Excel spreadsheet comprised of the following worksheets:

- Invoice Cover
- Invoice Detail (supporting amounts on the Invoice Cover)
- Participant Roster
- Work Experience Participation

PROVIDER shall submit an electronic copy via email of the entire spreadsheet. PROVIDER shall also submit a printed or scanned copy of the signed invoice cover.

PROVIDER shall include copies of receipts as supporting documentation for all reimbursable costs to reconcile amounts in the Invoice Detail.

PROVIDER will verify the accuracy of the Participant Roster with the DCDJFS Youth Program Employment Counselor each month prior to submitting the monthly invoice.

If the invoice is not received by DCDJFS within the 30-day deadline, the PROVIDER agrees to be bound by the percentage removal rate(s) below:

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

Any removal rate amounts 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 removal rate 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.

**MAXIMUM PAYMENT**

PROVIDER agrees to accept as full payment for services rendered in a manner satisfactory to DCDJFS, the lesser of the following: (1) The maximum amount of One Hundred Forty Thousand Dollars and No Cents (\$140,000.00) or (2) the amount of actual expenditures made by PROVIDER for purposes of providing the services. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of One Hundred Forty Thousand One Dollars and No Cents (\$140,000.00).

**AWARD INFORMATION**

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: WIOA Youth Program 17.259

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Award Name: Workforce Investment Act Youth Program  
 Name of Federal Agency: U.S. Department of Labor  
 Program Authorizing Legislation: Workforce Investment Act of 1998 (WIA), Workforce Innovation and Opportunity Act (WIOA) of 2014

**SERVICE DELIVERY RECORDS**

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

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

**INSURANCE**

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

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

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

Commercial General Liability Insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$3,000,000, including coverage for subcontractors, if any are used.

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

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

The Board and DCDJFS must be named as "Additional Insured" on the policies listed in paragraphs above. The Board of Delaware County Commissioners must also be named as the Certificate Holder.

The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio.

Provider agrees that all subcontractors and/or drivers who will perform work under this contract will either have their own insurance policies at the same coverage amounts as PROVIDER, or will be covered by PROVIDER'S insurance policies described in this section.

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

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

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

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

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

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

**PROGRAM EVALUATION AND MONITORING**

Programmatic Monitoring is required. Such monitoring will take place a maximum of three times per year (two announced and one unannounced site visits), utilizing a monitoring format and checklist developed by the DCDJFS. The checklist will be used to sign-off and confirm agreement on the items that are non-compliant with contract terms and deliverables. Contractor will be required to develop a plan, approved by the DCDJFS, to correct noncompliance issues within a term defined by the DCDJFS.

DCDJFS shall conduct a Risk Assessment during the first 30 days of the contract start date and annually for contracts where the service period (and its related service period extensions) exceeds 12 months.

**SUB-CONTRACTOR APPROVAL**

Sub-Contracting is allowable.

Prior to the commencement of this contract, PROVIDER shall submit a written request to DCDJFS for approval of the use of any subcontractor who will perform work under this contract. The request must include the subcontractor's name, address, and phone number, and a statement of the work to be performed by that subcontractor. PROVIDER agrees not to permit any subcontractor to begin work under this contract, and that no substitutions will be made, without prior written approval. PROVIDER further agrees not to grant any unapproved subcontractor access to any DCDJFS or county facility, equipment, client, or client records.

With respect to any subcontractor and any other person or entity PROVIDER will use to do work under this contract, PROVIDER shall have an ongoing duty to notify DCDJFS of any known or suspected quality or safety issues, criminal activity, or violations of state or federal law, whether occurring in the past, present, or foreseeable future. PROVIDER shall use good faith, reasonable efforts to resolve any such issues to DCDJFS's satisfaction. DCDJFS, in its sole discretion, may deny or revoke approval of any subcontractor, the use of which could adversely affect the quality or safety of the work, create a risk of harm to persons or property, or result in liability or loss of funds for the County, including, but not limited to, liability under state or federal law.

PROVIDER's failure to comply with any of the obligations of this section shall be deemed a material breach of the contract. In the event of such breach, DCDJFS shall provide notice of the breach and may immediately withhold any further payments due and terminate the contract without liability for any such payments. In lieu of termination, DCDJFS may, at its option, choose to withhold any further payments due until PROVIDER complies with the obligations of this section. Nothing in this contract shall be construed as giving DCDJFS the right to direct or control the work of PROVIDER or its employees, agents, or subcontractors.

**ASSURANCES**

PROVIDER 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. It 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 PROVIDER.
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

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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, PROVIDER 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. PROVIDER further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
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, PROVIDER certifies that it is currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code chapter 102 and the related provisions of chapter 2921.
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. PROVIDER shall immediately notify Board of any delinquent federal debt, and in the event of such delinquent debt, the Government wide commercial purchase card shall not be authorized as a method of payment under the Contract. In the event that PROVIDER is placed on the excluded party list at any time, BOARD or DCDJFS shall have the right to terminate this Contract immediately without additional payment for any services rendered. PROVIDER shall reimburse Board for any loss, costs, or expenses resulting from PROVIDER's inclusion on the excluded parties list or PROVIDER's delinquent federal debt.
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.
18. It will ensure that no contracts are entered into with or purchase made from a person or entity which is debarred or suspended or is otherwise ineligible for participation in federal assistance programs in accordance with OAC Section 5101:9-4-07(J)(7).

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- 19. It will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented by DOL regulations (29 C.F.R. part 3).
- 20. It will comply with sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 3708) as supplemented by DOL regulations (29 C.F.R. part 5).

**BUDGET**

Budget for service period July 1, 2016 through June 30, 2017

<b>Category</b>	<b>Comments</b>	<b>Total \$</b>
Staff Salaries	100% Career Specialist – serves in-school & out of school youth, 30 % make-up credit tutor, 10% Assistant Principal/Classroom Supervisor, 10% Executive Director, 33% fiscal payroll	\$71,671.14
Retirement	15.5% of total salaries	\$11,109.00
Medical,Dental,Vision,Life	Based on actual plans staff have – this Board share only (does not include staff costs) - 20% of medical insurance costs	\$11,870.88
Medicare & Workers Compensation	3% of total salaries	\$2150.00
Insurance	Coverage required By Board Policy	\$840.00
Program Element Costs	Costs for students to be involved Leadership, schooling, entrepreneurship, counseling, etc.	\$7,300.00
Tuition & Education	Short-term training Delaware County	\$5058.98
Work Experience	Wages for Paid Work Experience & costs related to employment	\$30,000.00
<b>TOTAL</b>		<b>\$140,000.00</b>

**FORMS**

The following forms shall be used in this program:  
DCDJFS Youth Program Invoice Form 070116

2. Signatures

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

3. Conflicts

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

4. Terms of Contract Unchanged

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

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force and effect.

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

**16**

**RESOLUTION NO. 16-645**

**IN THE MATTER OF APPROVING CHANGE ORDER NO. 2 FOR THE OECC NORTH PLANT MOTOR CONTROL CENTER UPGRADE:**

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

Whereas, Vaughn Industries, LLC is currently under contract to complete the OECC Motor Control Center Upgrade Project; and

Whereas, additional materials and labor are needed to install bollards per Fire Code revisions since original design.

Whereas, site grading and drainage additions are necessary to protect electrical equipment in the influent structure pump room.

Whereas, there is an increase in the contract cost of \$43,130.14; and

Whereas, there is no change in the contract time; and

Whereas, the Sanitary Engineer recommends approving Change Order No. 2.

THEREFORE BE IT RESOLVED that the Delaware County Board of Commissioners approve Change Order No. 2 for the OECC North Plant MCC Upgrade and authorize the Sanitary Engineer to sign the Change Order document.

FURTHERMORE, Be It Resolved that the Board of County Commissioners approve an increase to purchase order P1602033 with Vaughn Industries LLC in the amount of \$43,130.14.

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

**17**

**RESOLUTION NO. 16-646**

**IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR WEDGEWOOD PARK NORTH:**

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Subdivider’s Agreement;

THEREFORE, BE IT RESOLVED that the Board of Commissioners approve the Sanitary Sewer Subdivider’s Agreement for Wedgewood Park North:

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

**SECTION I: INTRODUCTION**

This Agreement is entered into on this 30<sup>th</sup> day of June 2016, by and between **The Paragon Building Group, Ltd.**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **Wedgewood Park North** Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the “Improvements”) shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Wedgewood Park North**, dated **3/25/2016**, and approved by the County on **5/12/2016**, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

**SECTION II: CAPACITY**

There are **14** single family residential equivalent connections approved with this Agreement. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat is recorded. If the final Subdivision

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Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

**SECTION III: FINANCIAL WARRANTY**

For the construction of all Offsite Improvements, the Developer shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction for Offsite Improvements (**\$23,808.09**) which is acceptable to the Delaware County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Regulations of Delaware County, Ohio.

For the construction of Onsite Improvements, the Developer has the following options:

- (1) Should the Subdivider elect to record the plat prior to beginning construction, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction for Onsite Improvements (**\$181,808.64**) which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should the Subdivider elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as Subdivider elects to record the plat. At that time, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the Delaware County Sanitary Engineer.

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

Initials \_\_\_\_\_ Date \_\_\_\_\_

The Subdivider shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the Delaware County Sanitary Engineer a five (5) year maintenance bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The Subdivider further agrees that any violations of or noncompliance with any of the provisions and stipulations of this Agreement shall constitute a breach of contract, and the County shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the Improvements for **Wedgewood Park North**.

**SECTION IV: FEES**

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of **Wedgewood Park North (\$7,196.59)**. The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sum of **\$17,475.00** estimated to be necessary to pay the cost of inspection for **Wedgewood Park North** by the Delaware County Sanitary Engineer. The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the Delaware County Sanitary Engineer shall be reimbursed from charges against the deposit. At such time as the fund has been depleted to a level of \$600.00 or less, as a result of charges against the fund at the rate of:

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

for time spent by the Delaware County Sanitary Engineer or his or her staff, the Subdivider shall make an additional deposit of \$600.00 to the fund. Upon completion of all Improvements provided herein and acceptance of Improvements by the County, any unused portions of the inspection fund shall be repaid to the Subdivider less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **Wedgewood Park North** as required by the County.

**SECTION V: CONSTRUCTION**

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

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

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

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

If, due to unforeseen circumstances during construction activities, the Subdivider must install any of the Improvements to a different location than shown on the approved and signed construction plans, the Subdivider shall request a revision to the construction plans and the Delaware County Sanitary Engineer shall evaluate this request. If the request for a revision is approved in writing by the Delaware County Sanitary Engineer, then the Subdivider shall provide and record a revised, permanent, exclusive sanitary easement prior to the County's acceptance of the sewer. The language and dimensions of the revised, permanent, exclusive sanitary easements shall be subject to the approval of the Delaware County Sanitary Engineer.

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

The Subdivider shall obtain all other necessary utility services incident to the construction of the Improvements and for their continued operation. The Subdivider shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the Subdivider and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

**SECTION VI: EASEMENTS**

The Subdivider shall provide to the County all necessary easements or rights-of-way required to complete the Improvements, all of which shall be obtained at the expense of the Subdivider. All Improvements, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within a recorded, permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be subject to approval by the Delaware County Sanitary Engineer. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the Delaware County Sanitary Engineer before a preconstruction meeting will be permitted and before construction may begin on the Improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted, in writing, by the Delaware County Sanitary Engineer.

**SECTION VII: COMPLETION OF CONSTRUCTION**

Subdivider agrees that the Improvements will not be accepted for public use until such time that the Downstream Improvements, Verona Sanitary Sewer Pumpstation & Forcemain Improvements 2016, are constructed by others and accepted for public use, and upon certification in writing from the Delaware County Sanitary Engineer that all construction of the Improvements is complete according to the plans and specifications.

The County shall, upon certification in writing from the Delaware County Sanitary Engineer that all construction is complete according to the plans and specifications, by Resolution, accept the Improvements described herein and accept and assume operations and maintenance of the Improvements.

The Subdivider shall within thirty (30) days following completion of construction of the Improvements, and prior to final acceptance, furnish to the County as required:

- (1) "As built" drawings of the Improvements which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer and Delaware County Engineer and/or the City of Powell. The drawings shall be on reproducible Mylar (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in .DWG format & .PDF format.
- (2) An Excel spreadsheet, from a template as provided by the Delaware County Sanitary Engineer, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) An itemized statement showing the cost of the Improvements.
- (4) An Affidavit or waiver of lien from all contractors associated with the project that all material and labor costs have been paid. The Subdivider shall indemnify and hold harmless the County from expenses or claims for labor or materials incident to the construction of the Improvements.
- (5) Documentation showing the required sanitary easements.

Should the Subdivider become unable to carry out the provisions of this Agreement, the Subdivider's



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heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this Agreement. Notwithstanding any other provision of this Agreement, the County shall have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the County shall be strictly permissive and within the County’s sole discretion.

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

After the acceptance of the Improvements, the capacity charge **and any surcharges** shall be paid by the applicant upon request to the Delaware County Sanitary Engineer for a tap permit to connect to the sanitary sewer.

**SECTION VIII: SIGNATURES**

IN CONSIDERATION WHEREOF, the County Commissioners hereby grant the Subdivider or its agent the right and privilege to make the Improvements stipulated herein and as shown on the approved plans.

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

**18**

**RESOLUTION NO. 16-647**

**IN THE MATTER OF APPROVING A REQUEST FOR PROPOSALS FOR A DELAWARE COUNTY, OHIO, BRANDING PROJECT:**

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) directed Delaware County Communications Manager Jane Hawes, upon her hiring in February 2016, to initiate a branding project for the Delaware County government organization (the “County”); and

WHEREAS, a branding project is defined as the process of assessing the County’s public identity and articulating the visual and verbal elements that accurately express the County’s identity for its current residents, business owners and visitors while also communicating the County’s identity in an honest and appealing manner to prospective residents, business owners and visitors; and

WHEREAS, the County’s branding project will require engaging the services of a professional agency with experience and expertise in civic branding projects; and

WHEREAS, this agency will work with the Delaware County Communications Manager and a steering committee of County staff to complete the research, design and implementation-recommendation phases of the project no later than Feb. 1, 2017; and

WHEREAS, implementation of any and all approved changes to the County’s visual imagery, including but not limited to its logo, letterhead, style guide and signage, will be undertaken as a separate project;

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

Section 1: The Request for Proposals packet for the Delaware County, Ohio, Branding Project is hereby approved.

Section 2: The Delaware County Communications Manager is authorized to advertise for and receive statements of qualifications and proposals on behalf of the Board in accordance with the following Request for Proposals:

**REQUEST FOR PROPOSALS**  
Delaware County, Ohio, Branding Project

Delaware County is seeking an agency to administer and direct a branding project for the County. RFP packets are available at no charge on the Delaware County Board of Commissioners website: [www.co.delaware.oh.us/bids](http://www.co.delaware.oh.us/bids). Responses are due **no later than 4:30 p.m. Monday, Aug. 1, 2016**, and will be opened in public Tuesday, Aug. 2, 2016, at 9:30 a.m. in Meeting Room A at the Delaware County Commissioners Building, 101 N. Sandusky St., Delaware, OH 43015. Questions and Responses are to be directed to Ms. Jane Hawes, Delaware County Communications Manager for the Delaware County Board of Commissioners, 101 N. Sandusky St., Delaware, OH 43015, or via email at [jhawes@co.delaware.oh.us](mailto:jhawes@co.delaware.oh.us) with the subject heading “RFP / Branding Project.” (This Notice posted in *The Delaware Gazette* and on the Delaware County Board of Commissioners Website.)

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

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**19****RESOLUTION NO. 16-648**

**IN THE MATTER OF APPROVING A LEASE AGREEMENT BY AND BETWEEN THE BOARD OF DELAWARE COUNTY COMMISSIONERS AND THE EDUCATIONAL SERVICE CENTER OF CENTRAL OHIO FOR CERTAIN REAL PROPERTY LOCATED AT 4981 COUNTY HOME ROAD, DELAWARE, OHIO 43015:**

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

**LEASE AGREEMENT**

THIS LEASE AGREEMENT, dated June 30, 2016, is made and entered into by and between the **Board of County Commissioners, Delaware County, Ohio**, hereinafter referred to as "Lessor" and the **Educational Service Center of Central Ohio**, hereinafter referred to as "Lessee":

W I T N E S S E T H:

1. **LEASED PREMISES:** In consideration of the terms, provisions and covenants of this Lease, Lessor hereby leases, lets, and demises to Lessee certain real property located at 4981 County Home Road, Delaware, Ohio 43015, more specifically portions of the building formerly known as the Hickory Knoll Early Childhood Center (referred to as the "Leased Premises" or the "Building").

2. **TERM:** Subject to and upon the conditions set forth below, the term of this Lease shall commence as of July 1, 2016, the "Commencement Date" and shall terminate June 30, 2019.

3. **RENT.** Lessee shall annually pay to Lessor the sum of One Thousand Twenty-Four Dollars and Zero Cents (\$1024.00) no later than thirty (30) days after the commencement of the term and each anniversary thereof for the term of this Lease Agreement, constituting the allocated annual insurance premium the Lessor incurs for the Leased Premises. Lessor may, upon sixty (60) days written notice to Lessee, increase the amount of the rent as stated herein in the event that the allocated annual insurance premium has increased for the Leased Premises. Lessor shall submit documentation substantiating the increase with the written notice.

4. **SIGNS:** Lessee may, at its cost, place or install signage on the Leased Premises.

5. **USE:** Lessee warrants and represents to Lessor that Lessee shall use and occupy the Leased Premises exclusively for public educational purposes in accordance with the laws of the State of Ohio applicable to educational service centers.

6. **JANITORIAL SERVICE; TRASH; GROUNDS AND PARKING AREAS:** Lessee shall furnish its own janitorial services and shall provide for proper and lawful disposal of the trash generated. Lessee shall be responsible for snow and ice removal from the Leased Premises. Lessee shall be responsible for the care and maintenance of the grounds, including but not limited to all grassed areas and parking areas.

7. **UTILITIES AND ASSESSMENTS:** Lessee shall pay for all utilities for the Leased Premises. Lessee shall pay real estate assessments, if any, relating to its use and occupancy of the Leased Premises as they become due and payable.

8. **REPAIRS AND MAINTENANCE:**  
 (a) Lessor is not required to make any improvements, replacements, or repairs of any kind or character to the Leased Premises during the term of this Lease. Lessee shall operate and shall maintain, repair, and replace as appropriate to maintain in good repair all portions of the Leased Premises, including structural components and the roof, and the mechanical systems and the equipment within and serving the Leased Premises, as well as the furnishings located on or about the Leased Premises. Notwithstanding the foregoing, Lessee shall have the benefit of any warranty on the Leased Premises or fixtures or equipment in or on the Leased Premises. Lessor shall cooperate and assist, as necessary, Lessee to obtain warranty services.

(b) Lessee shall not allow any damage to be committed on any portion of the Leased Premises. At the termination of this Lease, by lapse of time or otherwise, Lessee shall deliver the Leased Premises to Lessor in as good condition as existed at the commencement date or completion date of this Lease, ordinary wear and tear excepted.

9. **COMPLIANCE WITH LAWS, RULES, AND REGULATIONS:** Lessee, at Lessee's expense, shall comply with all laws, ordinances, orders, rules, and regulations of state, federal, municipal, or other agencies or bodies having jurisdiction relating to the use, condition, and occupancy of the Leased Premises.

10. **LESSOR IMPROVEMENTS:** Lessor does not anticipate making any improvements to the Leased Premises.

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11. **LESSEE ALTERATIONS AND IMPROVEMENTS:** Lessee may make, at Lessee's cost, any non-structural alterations, physical additions, or improvements to the Leased Premises that Lessee deems appropriate. Lessee shall consult with Lessor regarding any proposed structural alteration to the Building. Lessee may make a major structural alteration only with the written consent of Lessor, which shall not be withheld unreasonably. Lessee shall be responsible for all costs of any such major structural alteration to the Building. Any alterations, physical additions, or improvements to the Leased Premises shall at once become the property of Lessor and shall be surrendered to Lessor upon the termination of this Lease, to the extent that the alterations, physical additions, or improvements cannot be removed without causing damage to the Leased Premises. Lessor, at its option, may require Lessee to remove any physical additions and/or repair any alterations in order to restore the Leased Premises to the condition existing at the time Lessee took possession, all costs of removal and/or alterations to be borne by Lessee.

12. **CONDEMNATION:**

(a) If, during the term (or any extension or renewal) of this Lease, all or a substantial part of the Leased Premises are taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase in lieu thereof, and the taking would prevent or materially interfere with the use of the Leased Premises for the purpose for which they are then being used, this Lease shall terminate. Lessee shall be entitled to an award of its damages, including the value of its lease and any improvements to the Leased Premises Lessee has made at its expense. Lessor shall be entitled to an award for the physical taking of the property.

(b) In the event a portion of the Leased Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase in lieu thereof, and this Lease is not terminated as provided in subparagraph (a) above, Lessor shall, at Lessor's sole risk and expense, restore and reconstruct the building and other improvements on the Leased Premises to the extent necessary to make it reasonably tenantable.

13. **INSURANCE:** Lessor shall maintain property and casualty insurance coverage on the Leased Premises. Lessee shall maintain insurance on all its contents, as well as general liability insurance, listing the Lessor as additional insured with respect to Lessee's use of the Leased Premises.

14. **QUIET ENJOYMENT:** Lessor warrants that it has full right to execute and to perform this Lease and to grant the estate demised and that Lessee, performing the terms, conditions, covenants and agreements contained in this Lease, shall peaceably and quietly have, hold and enjoy the Leased Premises during the full term of this Lease as well as any extension or renewal thereof. Lessor shall not be responsible for the acts or omissions of any third party that may interfere with Lessee's use and enjoyment of the Leased Premises.

15. **LESSOR'S RIGHT OF ENTRY:** Lessor shall have the right, at all reasonable hours, to enter the Leased Premises for the following reasons: emergency, inspection, determining Lessee's or any subtenant's use of the Leased Premises, or determining if an act of default under this Lease has occurred. Except in the case of an emergency, twenty-four (24) hours' notice of Landlord's intent to enter shall be presumed reasonable.

16. **SUBLEASE:** Lessee may sublet or assign all or any part of the Leased Premises with the Lessor's prior written consent, which shall not be withheld unreasonably, provided the sublease or assignment does not have the effect of terminating the public use tax exemption for the Leased Premises. In the event of any subletting, Lessee, nevertheless, shall remain fully responsible and liable for compliance with all of its obligations under the terms, provisions, and covenants of this Lease.

Any subtenants that occupy parts of the Leased Premises shall conduct their business and control their agents, employees, invitees and visitors in such a manner as is lawful, reputable and will not create any nuisance, and shall comply with the terms and conditions stated herein. Neither Lessee nor its subtenants shall commit, or suffer to be committed, any waste on the Leased Premises, nor shall Lessee or its subtenants permit the Leased Premises to be used in any way which would be extra hazardous on account of fire or otherwise

17. **DEFAULT BY LESSEE:** The following shall be deemed to be events of default by Lessee under this Lease:

(a) Lessee shall fail to pay when due any payment required pursuant to this Lease, and the failure is not cured within thirty (30) days after written notice to Lessee;

(b) Lessee shall fail to comply with any term, provision or covenant of this Lease, other than the payment of money, and the failure is not cured or Lessee has not begun taking action to cure within forty-five (45) days after written notice to Lessee;

(c) Lessee shall file a petition or be adjudged bankrupt or insolvent under the National Bankruptcy Act, as amended, or any similar law or statute of the United States or any state; or a receiver or trustee shall be appointed for all or substantially all of the assets of Lessee; or Lessee shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors; or

(d) Lessee shall do or permit to be done any act that results in a lien being filed against the Leased Premises, which lien is not removed or bonded within 120 days after Lessee has actual notice of the lien.

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18. **REMEDIES FOR LESSEE'S DEFAULT:** Upon the occurrence of any event of default set forth in this Lease, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand:

(a) Terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to surrender the Leased Premises, Lessor may, without prejudice to any other remedy which it may have for possession, enter upon and take possession of the Leased Premises, by picking or changing locks if necessary, and lock out, expel, or remove Lessee and any other person who may be occupying all or any part of the Leased Premises without being liable for prosecution of any claim for damages. Lessee agrees to pay on demand the amount of all loss and damage, including attorney fees, which Lessor may suffer by reason of the termination of the Lease under this subparagraph, whether through inability to relet the Leased Premises on satisfactory terms or otherwise.

(b) Enter upon and take possession of the Leased Premises, by picking or changing locks if necessary, and lock out, expel or remove Lessee and any other person who may be occupying all or any part of the Leased Premises without being liable for any claim for damages, and relet the Leased Premises on behalf of Lessee and receive directly the rent by reason of the reletting. Lessee agrees to pay Lessor on demand any deficiency that may arise because of any reletting of the Leased Premises; further, Lessee agrees to reimburse Lessor for any expenditure made by it for maintaining the building in a usable manner, including remodeling or repairing in order to relet the Leased Premises.

(c) Enter upon the Leased Premises, by picking or changing locks if necessary, without being liable for prosecution of any claim for damages, and do whatever Lessee is obligated to do under the terms of this Lease. Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in effecting compliance with Lessee's obligations under this Lease; further, Lessee agrees that Lessor shall not be liable for any damages resulting to Lessee from effecting compliance with Lessee's obligations under this subparagraph caused by the negligence of Lessor or otherwise.

(d) Terminate this Lease as an expiration of this Lease.

19. **WAIVER OF DEFAULT OR REMEDY:** Failure of Lessor to declare an event of default immediately upon its occurrence, or delay in taking any action in connection with an event of default, shall not constitute a waiver of the default, but Lessor shall have the right to declare the default at any time and take such action as is lawful or authorized under this Lease. Pursuit of any one or more of the remedies set forth in paragraph 18 above shall not preclude pursuit of any one or more of the other remedies provided elsewhere in this Lease or provided by law, nor shall pursuit of any remedy provided constitute forfeiture or waiver of any rent or damages accruing to Lessor by reason of the violation of any of the terms, provisions or covenants of this Lease. Failure by Lessor to enforce one or more of the remedies provided upon an event of default shall not be deemed or construed to constitute a waiver of the default or of any other violation or breach of any of the terms, provisions, and covenants contained in this Lease.

20. **ACTS OF GOD:** Lessor shall not be required to perform any covenant or obligation in this Lease, or be liable in damages to Lessee, so long as the performance or non-performance of the covenant or obligation is delayed, caused by, or prevented by an act of God or force majeure.

21. **EARLY TERMINATION:** Either party, upon giving ninety (90) days written notice to the other party, may terminate this Lease.

22. **SUCCESSORS:** This Lease shall be binding upon and inure to the benefit of Lessor and Lessee and their respective heirs, personal representatives, successors and assigns. It is hereby covenanted and agreed that should Lessor's interest in the Leased Premises cease to exist for any reason during the term of this Lease, then notwithstanding the happening of such event this Lease nevertheless shall remain unimpaired and in full force and effect and Lessee hereunder agrees to attorn to the then owner of the Leased Premises.

23. **DEFINITIONS:** The following definitions apply to the terms set forth below as used in this Lease:

(a) "Abandon" means the vacating of all or a substantial portion of the Leased Premises by Lessee, whether or not Lessee is in default of the rental payments due under this Lease.

(b) An "act of God" or "force majeure" is defined for purposes of this Lease as strikes, lockouts, sit-downs, material or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather which prevents construction), acts of the public enemy, wars, insurrections and any other cause not reasonably within the control of Lessor and which by the exercise of due diligence Lessor is unable, wholly or in part, to prevent or overcome.

(c) The "commencement date" shall be the date set forth in paragraph 2. The "commencement date" shall constitute the commencement of this Lease for all purposes, whether or not Lessee has actually taken possession.

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(d) “Real property assessment” means all school, city, state and county taxes and assessments including special district taxes or assessments.

24. **MISCELLANEOUS:** The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such paragraph. If any provision of this Lease shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Lease, and such other provisions shall continue in full force and effect. This Lease shall not be recorded, but upon the request of either party, the parties will prepare, execute, and record a memorandum of lease.

Lessee hereby certifies that it is not subject to any unresolved finding for recovery issued by the Ohio Auditor of State. Lessee further certifies that it is, and shall for the life of this Lease Agreement remain, in full compliance with all applicable Federal, State, and Local laws, rules, regulations, and orders related to non-discrimination and equal opportunity employment.

25. **NOTICE:** All payments required to be made by Lessee shall be payable to Lessor at the address set forth below, and any notice or document required or permitted to be delivered by this Lease shall be deemed to be delivered (whether or not actually received) when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the parties at the respective addresses set out below:

LESSOR: Board of County Commissioners, Delaware County, Ohio 101 North Sandusky Street Delaware, OH 43015	LESSEE: Educational Service Center of Central Ohio 2080 Citygate Drive Columbus, OH 43219
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31. **ENTIRE AGREEMENT AND LIMITATION OF WARRANTIES:** IT IS EXPRESSLY AGREED BY LESSEE, AS A MATERIAL CONSIDERATION FOR THE EXECUTION OF THIS LEASE, THAT THIS LEASE, WITH THE SPECIFIC REFERENCES TO WRITTEN EXTRINSIC DOCUMENTS, IS THE ENTIRE AGREEMENT OF THE PARTIES; THAT THERE ARE, AND WERE, NO VERBAL REPRESENTATIONS, WARRANTIES, UNDERSTANDINGS, STIPULATIONS, AGREEMENTS OR PROMISES PERTAINING TO THIS LEASE OR THE EXPRESSLY MENTIONED WRITTEN EXTRINSIC DOCUMENTS NOT INCORPORATED IN WRITING IN THIS LEASE. LESSOR AND LESSEE EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS LEASE. IT IS LIKEWISE AGREED THAT THIS LEASE MAY NOT BE ALTERED, WAIVED, AMENDED, OR EXTENDED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY BOTH LESSOR AND LESSEE.

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

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**ADMINISTRATOR REPORTS**

**Ferzan Ahmed, County Administrator**

- Thank you to Kris Hodge and Jared Zirillo for giving me a tour of the Developmental Disabilities building.
- Attended the Concord Township trustees meeting as a meet and greet to the trustees. Will be working on getting to all the township meetings in the county.
- Held a planning workshop for those who report under the Commissioner’s Office yesterday. Very good session.

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**COMMISSIONERS’ COMMITTEES REPORTS**

**Commissioner Benton**

- Commissioner Lewis and I will be in the bi-centennial parade Saturday morning.
- There are a lot of celebrations this weekend around the county for the Fourth of July
- Will be hosting the Central Ohio Symphony on Monday evening at 7:30 PM on the OWU campus.

**Commissioner Lewis**

- The Delaware City parade will be at 3:00PM on the Fourth of July
- Enjoyed attending the planning session yesterday

There being no further business, the meeting adjourned.

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Gary Merrell

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Barb Lewis

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Jeff Benton

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Jennifer Walraven, Clerk to the Commissioners