

COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 12, 2016

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

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

**1**  
RESOLUTION NO. 16-877

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 8, 2016:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on September 8, 2016; and

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

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

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

**2**  
PUBLIC COMMENT

**3**  
ELECTED OFFICIAL COMMENT

**4**  
RESOLUTION NO. 16-878

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0909:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR909 and Purchase Orders as listed below:

| <u>Vendor</u>       | <u>Description</u>             | <u>Account</u> | <u>Amount</u> |
|---------------------|--------------------------------|----------------|---------------|
| <b>PO' Increase</b> |                                |                |               |
| Sungard             | Financial System Up Grade      | 40111402-5320  | \$20,000.00   |
| Tri Rivers          | Job and Family Tuition Program | 22311611-5348  | \$19,978.00   |

  

| <u>PR Number</u> | <u>Vendor Name</u>             | <u>Line Description</u>                         | <u>Line Account</u> | <u>Amount</u> |
|------------------|--------------------------------|---|---------------------|---------------|
| R1604744         | NORTHWOODS CONSULTING PARTNERS | MAINTENANCE CONTRACT<br>Job and Family Services | 23711630 -<br>5325  | \$8,380.00    |

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

**5**  
RESOLUTION NO. 16-879

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Facilities Department is requesting that Jon Melvin attend a John Glenn Key Fundamental of Management Course in Columbus, Ohio October 4-5, 2016, at the cost of \$540.00 (fund number 10011105).

The Child Support Enforcement Agency is requesting that Maren Aikey and Joyce Bowens attend a Public Education Committee Meeting in Columbus, OH on October 14, 2016 at no cost.

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The Administrative Services Department is requesting that Dawn Huston attend a Labor Relations Academy III Course in Columbus, Ohio October 20, 2016; at the cost of \$249.00 (fund number 10011108).

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

**6  
RESOLUTION NO. 16-880**

**IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF'S OFFICE TRANSPORT REPORT FOR THE MONTH OF AUGUST 2016:**

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

WHEREAS, section 325.07 of the Revised Code requires the County Sheriff to submit monthly expense reports to the Board of County Commissioners; and

WHEREAS, the Delaware County Sheriff has submitted a monthly report for August 2016;

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

Section 1. The Board hereby accepts and approves the Delaware County Sheriff's Office Transport Report for the month of August 2016.

Section 2. The Board hereby allows the expenses contained in the monthly report.

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

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

**7  
RESOLUTION NO. 16-881**

**IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE GOVERNING BOARD OF THE EDUCATIONAL SERVICE CENTER OF CENTRAL OHIO; THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE DELAWARE COUNTY SHERIFF'S OFFICE REGARDING THE POSITION OF DELAWARE COUNTY SUBSTANCE ABUSE LIAISON:**

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

Whereas, the Sheriff and Sheriff' Office Staff recommends approval of the Agreement Between The Governing Board Of The Educational Service Center Of Central Ohio; The Delaware County Board Of Commissioners And The Delaware County Sheriff's Office Regarding The Position Of Delaware County Substance Abuse Liaison;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following Agreement Between The Governing Board Of The Educational Service Center Of Central Ohio; The Delaware County Board Of Commissioners And The Delaware County Sheriff's Office Regarding The Position Of Delaware County Substance Abuse Liaison:

**EDUCATIONAL SERVICE CENTER OF CENTRAL OHIO  
VENDOR SERVICE AGREEMENT  
GENERAL TERMS, CONDITIONS AND STATEMENT OF WORK**

The Governing Board of the Educational Service Center of Central Ohio (the "ESCCO") and Delaware County Board of Commissioners and the Delaware County Sheriff's Office (collectively hereinafter "Contractor"), located at 149 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, hereby enter into an agreement for the provision of services as an independent contractor as follows:

1.            Statement of Work  
The CONTRACTOR will perform the following scope of work:

Employ a Substance Abuse Liaison to represent Delaware County as the Substance Abuse Liaison, serving as the single point of contact for citizens, parents, educators, treatment providers, social service agencies, and various community partners. The Substance Abuse Liaison will provide resource coordination, referrals for treatment and other non-specific assistance and information related to substance abuse throughout the county. The school districts served will be Buckeye Valley Local Schools, Big Walnut Local Schools, Olentangy Local Schools, Delaware Area Career Center and Delaware City Schools. All services provided under this Agreement shall be of professional quality for the discipline area in which the services are provided.

2.            Term

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This agreement is effective as of July 1, 2016 and shall end June 30, 2017 unless terminated before that date by the action of the ESCCO.

Further, ESCCO may terminate this Agreement immediately upon written notice to CONTRACTOR if it determines, in its sole discretion exercised in good faith, that CONTRACTOR has violated any applicable law, rule, regulation, or policy; failed to perform any duty or warranty under this Agreement; made a misrepresentation that materially affects the level or quality of Services; failed to achieve results satisfactory to ESCCO; failed to retain any required licensure/certification; or otherwise acted in a manner that manifests a disregard of ESCCO's best interests.

3. Compensation

The ESCCO will compensate CONTRACTOR on the following basis: upon receipt of an invoice in the amount of \$20,000. Payment under this contract shall not exceed the stated amount, unless revisions are approved in writing and executed by both parties. These payments shall be payable without deduction, including no deduction for federal income, Social Security, or state income taxes.

No payments shall be paid to the CONTRACTOR until a W-9 Form has been completed and returned to the ESCCO.

The maximum amount payable for services and expenses under this AGREEMENT shall not exceed twenty thousand dollars (\$20,000).

4. Duties

CONTRACTOR shall hold himself/herself available to render, and shall render at the request of the ESCCO, the services set forth in paragraph I above for the benefit of the ESCCO. CONTRACTOR shall devote such time as may be reasonably required to perform CONTRACTOR'S duties under this Agreement. CONTRACTOR will maintain, for the duration of this AGREEMENT, any certificate or license required by law to perform the services required by this AGREEMENT.

CONTRACTOR shall not speak for the ESCCO, and shall specifically state that CONTRACTOR'S opinions and statements are solely those of CONTRACTOR and not of the ESCCO.

CONTRACTOR hereby certifies that he/she is fully aware of and will abide by all of the requirements of the Ohio Ethics law as given in Ohio Revised Code Chapter 102, et seq. and/or 2921.42. CONTRACTOR agrees, as a condition of this agreement, to comply with each and every applicable law and regulation of both State and Federal government, including but not limited to the laws and regulations regarding procurement, accounting, equal employment opportunity, and non-material assistance to terrorist organizations.

CONTRACTOR represents that he/she is not subject to any unresolved findings for recovery resulting from an audit conducted by the Auditor of State between January 1, 2001 and the present time. CONTRACTOR further represents that neither the CONTRACTOR nor any of its principal officers are listed in the Auditor of State's database of persons subject to such findings.

In recognition of the fact that the ESCCO is a public body, CONTRACTOR agrees and undertakes to act according to law, to adhere to the highest ethical principals, and to perform its duties under this agreement as though they were the acts of a public body. Any breach of this requirement by CONTRACTOR shall be cause for immediate termination of the AGREEMENT and appropriate legal action.

Where CONTRACTOR or CONTRACTOR'S agents or employees may, by the nature of the work undertaken pursuant to this AGREEMENT, have any care, custody or control of children, CONTRACTOR agrees to fully abide by all Ohio laws relative to criminal record checks and to the appropriate licensure of said individuals. ESCCO retains the right, both initially and going forward, to ask CONTRACTOR to immediately remove him/herself and/or any employee or agent who does not meet the background or licensure standards, or who, in the sole opinion of the ESCCO, is incompetent, negligent, or who has engaged in misconduct in their relationship with pupils.

5. Facilities

While this AGREEMENT is in effect, the ESCCO will make available to CONTRACTOR adequate physical facilities as may be reasonably necessary to CONTRACTOR to perform the terms of this AGREEMENT, to the extent that provision of facilities is not a part of CONTRACTOR'S negotiated obligation. CONTRACTOR shall return any facilities provided in the same condition as received, minus normal wear and tear.

CONTRACTOR and CONTRACTOR'S agents and/or employees shall comply with all Federal and State laws and regulation and all ESCCO policies regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that anyone engaged in the work being performed under this AGREEMENT does not purchase, transfer, use or possess illegal drugs or alcohol, or use tobacco in ESCCO premises or premises where CONTRACTOR is engaged to work where such use is prohibited.

CONTRACTOR and CONTRACTOR'S agents and/or employees shall comply with all Federal and State laws and regulations and all ESCCO policies regarding firearms, deadly weapons and/or dangerous ordinance,

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including Ohio law regarding both the open and concealed carry of firearms. CONTRACTOR and

CONTRACTOR'S agents and/or employees acknowledge having been warned of the status of ESCCO property and property of those for whom ESCCO contracts as being likely to be both "school safety zones" and the property of political subdivisions of the State, increasing the penalties for violation of law.

Any CONTRACTOR or CONTRACTOR'S agent who has been issued a permit to carry a concealed weapon in the State of Ohio is not exempt from the above provisions.

**6. Independent Contractor**

In consideration of this AGREEMENT, CONTRACTOR acknowledges, recognizes, and defines himself/herself, along with any and all of his/her agents and employees, as being INDEPENDENT CONTRACTORS of the ESCCO and not employees of the ESCCO. Any claims to employee status are hereby waived. The ESCCO shall carry no Worker's Compensation insurance or any health or accident insurance to cover CONTRACTOR or CONTRACTOR'S employees, if any. CONTRACTOR and/or agents and employees shall not be participants in any fringe benefits of the ESCCO, including pension or profit sharing plans, life insurance, paid vacations, or paid holidays. The ESCCO shall not pay any contribution to Social Security, the State Teachers Retirement System (STRS), the School Employees Retirement System (SERS), or the Public Employees Retirement System (PERS), all of which, if payable, shall be the sole responsibility of CONTRACTOR. The ESCCO will not pay any Medicare or FICA tax, unemployment insurance, federal or state withholding of taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. CONTRACTOR agrees to report and pay any contributions for taxes, unemployment insurance, Social Security and other benefits for himself/herself and/or his/her employees.

ESCCO shall provide CONTRACTOR with direction as to the results sought to be accomplished. However, in performing the Services, CONTRACTOR at all times shall exercise independent professional judgment and shall determine the manner by which the Services are to be rendered. CONTRACTOR is free to set CONTRACTOR'S hours and appointments in order to accomplish the desired results. Services shall be provided in accordance with all applicable laws, rules and regulations, including policies and regulations of ESCCO. CONTRACTOR shall maintain strict confidentiality with respect to all Services. Notwithstanding CONTRACTOR'S status as an INDEPENDENT CONTRACTOR, ESCCO has the right to monitor CONTRACTOR'S performance in order to ensure a high level of quality in the Services and in the relationships between CONTRACTOR and others with whom CONTRACTOR interacts in performing this AGREEMENT.

CONTRACTOR is not required to perform services exclusively for ESCCO and may perform the same or similar services for others. CONTRACTOR is responsible for all expenses incurred in rendering Services under this AGREEMENT and CONTRACTOR agrees to hold ESCCO harmless from any such expenses.

CONTRACTOR shall secure professional liability insurance and any other insurances required by law. ESCCO shall not provide, nor will it be responsible to pay for, benefits on behalf of CONTRACTOR. Any such benefits, including, but not limited to, health insurance, paid vacation, paid holidays, sick leave, or disability insurance coverage of whatever nature, shall be the sole responsibility of CONTRACTOR.

CONTRACTOR shall, at all times during the term of this AGREEMENT and at CONTRACTOR'S own expense, comply with all applicable federal, state, and local laws, rules and regulations, and shall maintain in force all licenses and permits required for performance under this AGREEMENT.

CONTRACTOR shall be responsible for the purchase and use of all equipment necessary to perform the Services, except that ESCCO may elect to provide CONTRACTOR access to a computer and/or computer network in order to facilitate CONTRACTOR'S secure access to, and provision of, information related to the performance of CONTRACTOR'S duties and to facilitate communication with ESCCO. Any access to or use of ESCCO computers or computer networks shall be subject to all ESCCO policies governing such use by ESCCO employees.

**7. Risk/Indemnification**

The Parties are governmental entities/political subdivisions and lack authority to indemnify. The Parties, agree to be and shall be individually and solely responsible for their own negligence, actions, inactions, and/or omissions and/or the negligence, actions, inactions, and/or omissions of their respective board members, officials, officers, employees, agents, representatives, and/or volunteers, resulting from the performance of this Agreement.

**8. Disclosure of Information**

CONTRACTOR shall not disclose or appropriate to his/her own use, or to the use of any third party, at any time during or subsequent to the term of this AGREEMENT, any secret, confidential, proprietary, trade secret or intellectual property information of the ESCCO of which CONTRACTOR becomes informed during CONTRACTOR'S relationship with the ESCCO, whether or not developed by CONTRACTOR.

**9. Intellectual Property**

ESCCO agrees that the CONTRACTOR is the sole owner of all content and materials developed under this AGREEMENT, pursuant to the "work made for hire" section of the Copyright Act. The CONTRACTOR retains the entire distribution rights to any content or materials to exercise as it deems appropriate, with the exception of

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State or Federally funded materials that become part of the public domain pursuant to the terms of such funding. ESCCO may not use, reuse, distribute, publish, or base derivative works upon such materials resulting from CONTRACTOR projects without the express, prior written consent of the CONTRACTOR.

10. Confidential Information

CONTRACTOR shall take all steps required to maintain the confidentiality of Confidential Information in CONTRACTOR'S possession. The restrictions and agreements in this AGREEMENT shall not apply to any Confidential Information which is required to be disclosed by law, including, without limitation, pursuant to the terms of a subpoena or other similar document provided, however, CONTRACTOR shall give prior timely notice of such disclosure to ESCCO to permit ESCCO to seek a protective order, and, absent the entry of such protective order, CONTRACTOR shall disclose only such Confidential Information that CONTRACTOR is advised by its counsel must be disclosed by law. Contractor as a public office may respond to lawful public records requests without limitation except where HIPAA and FERPA laws apply.

The obligations of this section shall survive the expiration or earlier termination of this AGREEMENT.

11. Entire Agreement and Releases

This AGREEMENT contains the entire agreement of the parties as to its subject matter and there are no other promises or conditions in any other agreement, whether written or oral. This AGREEMENT supersedes any prior written or oral agreements between the parties. Each of the parties hereby releases and discharges the other from any and all obligations and liabilities previously existing or now existing by reason of any prior agreement or relationship, it being the intention of the ESCCO and CONTRACTOR that this AGREEMENT shall supersede and be in lieu of any and all prior agreements or understandings between them.

12. Amendment/Assignment

This AGREEMENT may only be modified or amended by a written agreement executed by both parties. This AGREEMENT, and/or the obligations represented by this AGREEMENT, cannot be assigned or transferred by the CONTRACTOR without the express, prior written permission of the ESCCO. CONTRACTOR may, at his/her/its sole expense, employ or subcontract with others to assist in the rendition of services provided under this AGREEMENT.

13. Severability

If any provision of this AGREEMENT shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds any provision of this AGREEMENT is invalid or unenforceable, but by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

14. Waiver of Contractual Right

The failure of either party to enforce any provision of this AGREEMENT shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel compliance with every provision of this AGREEMENT.

15. Applicable Law

This AGREEMENT shall be governed and construed under the laws of the State of Ohio, and venue for any dispute arising hereunder shall be in the appropriate Court of Delaware County, Ohio, or in the Federal District Court for the Southern District of Ohio.

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

**8**  
**RESOLUTION NO. 16-882**

**IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTATING BETWEEN THE DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD AND THE SHERIFF OF DELAWARE COUNTY, OHIO REGARDING THE POSITION OF DELAWARE COUNTY SUBSTANCE ABUSE LIAISON:**

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

Whereas, the Sheriff and Sheriff's Office Staff recommend approval of the following Memorandum of Understating between the Delaware-Morrow Mental Health & Recovery Services Board and the Sheriff of Delaware County, Ohio Regarding the Position of Delaware County Substance Abuse Liaison;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following Memorandum of Understating between the Delaware-Morrow Mental Health & Recovery Services Board and the Sheriff of Delaware County, Ohio Regarding the Position of Delaware County Substance Abuse Liaison

**Memorandum of Understating  
between the Delaware-Morrow Mental Health & Recovery Services Board and  
the Sheriff of Delaware County, Ohio**

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**Regarding the Position of Delaware County Substance Abuse Liaison**

**Background:**

The Sheriff of Delaware County Ohio, ("Sheriff"), and local agencies have identified the need for an individual to serve as a Substance Abuse Liaison in Delaware County. This individual will provide resource coordination, referrals for treatment and other assistance and information sharing services to persons in Delaware County. The Delaware-Morrow Mental Health & Recovery Services Board ("Board") serves as the community addiction and mental health services planning agency in Delaware and Morrow counties. The Board has determined that the services to be provided by the liaison will further the Board's mission. The Board in combination with other local agencies agrees to contribute funds to support the position to be staffed by the Sheriff as set forth in this Memorandum.

**The Parties Agree as Follows:**

1. **Grant Award.** The Board makes a grant to the Sheriff of Twenty-Thousand Dollars (\$20,000) to be utilized for the employment of a qualified individual to fill the full-time position of Substance Abuse Liaison, as the position is set forth on the job title/position description attached hereto as Exhibit 'A'. The Board's grant will be paid in two installments; \$10,000 following notification from the Sheriff of the selection of the individual for the position and the balance (\$10,000) six months thereafter. Payments will be made following receipt of invoices from the Sheriff satisfactory to the Board.
2. **Obligations of the Parties.** The Sheriff is solely responsible for the selection, employment and compensation of an individual to fill the position of Substance Abuse Liaison. It is anticipated that the position will be filled by approximately June 1, 2016. Services to be provided will be as generally set forth on Exhibit "A". The Board's sole obligation under this Memorandum is for payment of the grant.
3. **Communication with Board.** The Sheriff agrees to provide information as the Board may reasonably request to keep the Board apprised of the overall scope of the services and important accomplishments of the liaison during the term of this Memorandum.
4. **Memorandum Term.** This Memorandum of Understanding shall be effective on the 1st day of July, 2016, and shall continue until June 30, 2017 (the end of the Board's fiscal year). Thereafter, the parties anticipate but do not guarantee that they will renew this Memorandum to continue this project during the Board's ensuing fiscal year.

Delaware-Morrow Mental Health & Recovery Services Board  
Russell L. Martin, Sheriff, Delaware County Ohio

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

**9**

**RESOLUTION NO. 16-883**

**IN THE MATTER OF APPROVING THE DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR OLENTANGY LOCAL SCHOOLS HIGH SCHOOL 4:**

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

WHEREAS, on September 12, 2016, a Ditch Maintenance Petition for Olentangy Local Schools High School 4 was filed with the Board of Commissioners of Delaware County (the "Board"), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within Olentangy Local Schools High School 4 located off of Berlin Station Road in Berlin Township; and

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

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

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

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

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



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acceptance into the Delaware County Drainage Maintenance Program.

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

The cost of the drainage improvements is \$342,105.05 for the benefit of the lot(s) being created in this site. The developed area of 83.76 acres will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore N/A per acre. An annual maintenance fee equal to 2% of this basis (\$6,842) will be collected for each developed lot. It is understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$6,842 has been paid to Delaware County, receipt of which is hereby acknowledged.

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

**10**  
**RESOLUTION NO. 16-884**

**IN THE MATTER OF ESTABLISHING MAINTENANCE BONDS AND RETURNING CONSTRUCTION BONDS FOR HARVEST POINT; SANCTUARY AT THE LAKES SECTION 4, PART 1; AND SANCTUARY AT THE LAKES SECTION 4, PART 2:**

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

**Harvest Point:**

WHEREAS, the roadway construction has been completed for the project known as Harvest Point (“Project”); and

WHEREAS, as the result of The Engineer’s recent field review of the Project, The Engineer has determined that only minor remedial work remains which can be accomplished during the subsequent one year maintenance period; and

WHEREAS, The Engineer recommends that in accordance with the Owner’s Agreement the Maintenance Bond be set at \$159,600 (10% of the original construction estimate) and the project be placed on the required one year maintenance period; and

WHEREAS, Rockford Homes (“Owner”) has provided a Maintenance Bond in the amount of \$159,600 as surety to cover the one year maintenance period; and

WHEREAS, The Engineer requests permission to return the Construction Bond being held as construction surety for the Project to the Owner.

Now Therefore Be It Resolved that:

Section 1. The Delaware County Board of Commissioners (Board) accepts the Maintenance Bond in the amount of \$159,600 for the Project and place the Project on the required one year maintenance period.

Section 2. The Board approves the return of the Bond being held as construction surety for the Project to the Owner.

**Sanctuary at the Lakes Section 4, Part 1:**

WHEREAS, the roadway construction has been completed for the project known as Sanctuary at the Lakes Section 4, Part 1 (“Project”); and

WHEREAS, as the result of The Engineer’s recent field review of the Project, The Engineer has determined that only minor remedial work remains which can be accomplished during the subsequent one year maintenance period; and

WHEREAS, The Engineer recommends that in accordance with the Owner’s Agreement the Maintenance Bond be set at \$38,800 (10% of the original construction estimate) and the project be placed on the required one year maintenance period; and

WHEREAS, M/I Homes of Central Ohio (“Owner”) has provided a Maintenance Bond in the amount of \$38,800 as surety to cover the one year maintenance period; and

WHEREAS, The Engineer requests permission to return the Construction Bond being held as construction surety for the Project to the Owner.

Now Therefore Be It Resolved that:

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Section 1. The Delaware County Board of Commissioners (Board) accepts the Maintenance Bond in the amount of \$38,800 for the Project and place the Project on the required one year maintenance period.

Section 2. The Board approves the return of the Bond being held as construction surety for the Project to the Owner.

**Sanctuary at the Lakes Section 4, Part 2:**

WHEREAS, the roadway construction has been completed for the project known as Sanctuary at the Lakes Section 4, Part 2 (“Project”); and

WHEREAS, as the result of The Engineer’s recent field review of the Project, The Engineer has determined that only minor remedial work remains which can be accomplished during the subsequent one year maintenance period; and

WHEREAS, The Engineer recommends that in accordance with the Owner’s Agreement the Maintenance Bond be set at \$15,400 (10% of the original construction estimate) and the project be placed on the required one year maintenance period; and

WHEREAS, M/I Homes of Central Ohio (“Owner”) has provided a Maintenance Bond in the amount of \$15,400 as surety to cover the one year maintenance period; and

WHEREAS, The Engineer requests permission to return the Construction Bond being held as construction surety for the Project to the Owner.

Now Therefore Be It Resolved that:

Section 1. The Delaware County Board of Commissioners (Board) accepts the Maintenance Bond in the amount of \$15,400 for the Project and place the Project on the required one year maintenance period.

Section 2. The Board approves the return of the Bond being held as construction surety for the Project to the Owner.

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

**11**

**RESOLUTION NO. 16-885**

**IN THE MATTER OF ACCEPTING ROADS, APPROVING RECOMMENDED SPEED LIMITS, ESTABLISHING STOP CONDITIONS AND RELEASING SURETIES FOR MEADOWS AT LEWIS CENTER SECTION 2 AND CHESHIRE WOODS SECTION 3, PHASE A:**

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

**Meadows at Lewis Center Section 2**

Whereas, The Engineer has reviewed the roadway construction of the roads within the Meadows at Lewis Center Section 2 subdivision and finds them to be constructed in accordance with the approved plans. Therefore, it is his recommendation that the roadways within the subdivision be accepted into the public system:

- An extension of 0.21 mile to **Township Road Number 1615, Koester Trace**
- **Woodstock Avenue**, to be known as **Township Road Number 1646**
- **Joab Street**, to be known as **Township Road Number 1647**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

The Engineer further requests that stop conditions be established at the following intersections:

- On Township Road Number 1615, Koester Trace, and its intersection with Township Road Number 1646, Woodstock Avenue
- On Township Road Number 1646, Woodstock Avenue, at its intersection with Township Road Number 1647, Joab Street
- On Township Road Number 1647, Joab Street, at its intersection with Township Road Number 1615, Koester Trace

The Engineer also requests approval to return the Bond being held as maintenance surety to the owner, Jones/Lewis Center LLC.

**Cheshire Woods Section 3, Phase A**



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Whereas, The Engineer has reviewed the roadway construction of the roads within Cheshire Woods Section 3, Phase A subdivision and finds them to be constructed in accordance with the approved plans. Therefore, it is his recommendation that the roadways within the subdivision be accepted into the public system:

- An extension of 0.21 mile to **Township Road Number 1561, Lawton Street**
- An extension of 0.11 mile to **Township Road Number 1579, Somerford Drive**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

The Engineer further requests that stop conditions be established at the following intersection:

- On Township Road Number 1561, Lawton Street, at its intersection with Township Road Number 1579, Somerford Drive

The Engineer also requests approval to return the Bond being held as maintenance surety to the owner, Homewood Corporation.

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

**12**

**RESOLUTION NO. 16-886**

**IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR THE HEATHERS AT GOLF VILLAGE SECTION 2:**

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

Whereas, Pulte Homes of Ohio LLC has submitted the Plat of Subdivision (“Plat”) for The Heathers at Golf Village Section 2, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Liberty Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on May 20, 2016; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on May 27, 2016; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on July 13, 2016; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on July 26, 2016; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on August 30, 2016;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for The Heathers at Golf Village Section 2.

**The Heathers at Golf Village Section 2:**

Situated in the State Of Ohio, County Of Delaware, Township Of Liberty, and in Farm Lot C (10.038 acres) and Farm Lot 23 (0.263. acres), Quarter Township 2, Township 3, Range 19, United State Military Land, containing 10.301 acres of land, more or less, said 10.031 acres being a part of that tract of land conveyed to Pulte Homes of Ohio LLC by deed of record in Official Record 1305, Page 2538, Recorder’s Office, Delaware County, Ohio. Cost: \$111.

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

**13**

**RESOLUTION NO. 16-887**

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

It was moved by Mr. Benton, seconded by Mr. Merrell 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

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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              |
|----------|------------------------|----------------------|---------------------------|
| U16-154  | Columbia Gas           | Clark Shaw Road      | Install gas main          |
| U16-155  | Century Link           | Stockwell Road       | Place buried cable in ROW |
| U16-156  | Charter Communications | Presidential Parkway | Place buried cable in ROW |
| U16-157  | AT&T                   | Brewster Lane        | Trench in ROW             |

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

**14**  
**RESOLUTION NO. 16-888**

**IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR ADULT COURT SERVICES:**

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

| Supplemental Appropriation  | Amount      |
|---|-------------|
| 25722304-5345                      Intensive Supervision Probation/Safety and Security Services | \$14,000.00 |

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

**15**  
**RESOLUTION NO. 16-889**

**IN THE MATTER OF APPROVING THE AWARD OF THE OHIO DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES SPECIALIZED DOCKET PAYROLL SUBSIDY PROJECT FUNDING (DRUG COURT DOCKET):**

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

|                       |   |
|-----------------------|---|
| Grant #               | Specialized Docket Payroll Subsidy                      |
| Source:               | Ohio Department of Mental Health and Addiction Services |
| Subsidy Period:       | July 1, 2016 to June 30, 2017                           |
| Subsidy Amount:       | \$ 28,326.00  |
| Local Match:          | <u>          \$ 0</u>                                   |
| Total Subsidy Amount: | \$ 28,326.00  |

**This Subsidy opportunity will support the Drug Court Docket Administrator’s salary for this time period.**

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

**16**  
**RESOLUTION NO. 16-890**

**IN THE MATTER OF APPROVING THE AWARD OF THE OHIO DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES SPECIALIZED DOCKET PAYROLL SUBSIDY PROJECT FUNDING (MENTAL HEALTH DOCKET):**

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

|                       |   |
|-----------------------|---|
| Grant #               | Specialized Docket Payroll Subsidy                      |
| Source:               | Ohio Department of Mental Health and Addiction Services |
| Subsidy Period:       | July 1, 2016 to June 30, 2017                           |
| Subsidy Amount:       | \$ 14,127.00  |
| Local Match:          | <u>          \$ 0</u>                                   |
| Total Subsidy Amount: | \$ 14,127.00  |

**This Subsidy opportunity will support the Mental Health Docket Administrator’s salary for this time period.**

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

**17**

**RESOLUTION NO. 16-891**

**IN THE MATTER OF ACCEPTING PROMOTIONAL ITEMS FOR THE DELAWARE COUNTY FAIR ON BEHALF OF THE DELAWARE COUNTY PROSECUTOR’S OFFICE VICTIM SERVICES UNIT:**

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) may receive and apply gifts on behalf of the county, pursuant to section 9.20 of the Revised Code; and

WHEREAS, the Delaware County Prosecutor’s Office Victim Services Unit annually operates an informational and community outreach booth at the Delaware County Fair; and

WHEREAS, Meijer, The Columbus Zoo, Cracker Barrel, Texas Roadhouse, McDonald’s, Olentangy Mini Golf, Graeter’s Ice Cream, Bravo and Foertmeyer and Sons have each donated promotional items for the Victim Services Unit to utilize in promoting its informational and community outreach objectives at the Delaware County Fair;

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

Section 1. The Board hereby accepts the donation of promotional items from Meijer, The Columbus Zoo, Cracker Barrel, Texas Roadhouse, McDonald’s, Olentangy Mini Golf, Graeter’s Ice Cream, Bravo and Foertmeyer and Sons on behalf of the Delaware County Prosecutor’s Office Victim Services Unit.

Section 2. The Board hereby declares that the promotional items are not needed for public use but will serve a public purpose of promoting the Victim Services Unit’s informational and community outreach objectives at the Delaware County Fair and bringing public awareness to the plight of and services available to victims of crime.

Section 3. The Board hereby authorizes the Victim Services Unit to distribute the promotional items at the Unit’s fair booth in accordance with the terms of the donations.

Section 4. This Resolution shall take effect immediately upon adoption.

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

**18**

**RESOLUTION NO 16-892**

**IN THE MATTER OF ACCEPTING THE AWARD FOR THE REINBERGER FELLOWSHIP GRANT:**

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

|                     |   |
|---------------------|---|
| Source:             | Ohio State University Moritz College of Law |
| Grant Period:       | September 12, 2016 – September 11, 2017     |
| Grant Amount:       | \$ 40,000.00                                |
| Local Match:        | \$ <u>    0.00</u>                          |
| Total Grant Amount: | \$ 40,000.00                                |

The Delaware County Prosecutor’s office has agreed to hire a new attorney through the OSU Moritz College of Law. The funds have been provided by the Reinberger Fellowship fund through OSU. The position is from September 12, 2016 – September 11, 2017. We have hired Kimberly Burroughs through Ohio State Mortiz College of Law. She has graduated from law school and awaiting BAR results.

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

**19**

**RESOLUTION NO. 16-893**

**IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR PROSECUTOR’S OFFICE:**

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

**Transfer of Appropriation**

| <b>From</b>  | <b>To</b>  |          |
|--|--|----------|
| 10012101-5001<br>Prosecuting Attorney/Compensation | 10012301-5001<br>Victims Assistance/Compensation                       | 3,000.00 |
| 10012101-5001<br>Prosecuting Attorney/Compensation | 10012301-5102<br>Victims Assistance/Workers Compensation               | 30.00    |
| 10012101-5001<br>Prosecuting Attorney/Compensation | 10012301-5120<br>Victims Assistance/County Share OPERS                 | 420.00   |
| 10012101-5001<br>Prosecuting Attorney/Compensation | 10012301-5131<br>Victims Assistance/County Share Medicare              | 43.50    |
| Vote on Motion                                     | Mrs. Lewis      Aye      Mr. Benton      Aye      Mr. Merrell      Aye |          |

**20**

**RESOLUTION NO. 16- 894**

**IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES AGREEMENT WITH S&ME, INC. OF DUBLIN, OHIO FOR A CULTURAL RESOURCE STUDY:**

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

Whereas a cultural resources services study is necessary for the determination for archaeological due diligence in the vicinity of Home Road and U.S. 23, and

Whereas, the Executive Director recommends approval of an agreement with S&ME, Inc. to perform the work,

Therefore be it resolved that the Board of County Commissioners execute the following agreement with S&ME, Inc.

Furthermore be it resolved that the Board of County Commissioners approval the following purchase order:

S&ME, Inc. for \$12,000.00 from 66211903-5301

**PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this 12<sup>th</sup> day of September, 2016, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and S&ME Inc., 6190 Enterprise Court, Dublin, Ohio 43016 (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

**1 SERVICES PROVIDED BY CONSULTANT**

- 1.1 The Consultant will provide “Services” in connection with the following “Project”:  
Environmental Studies for U.S. 23 & Home Road Sanitary Sewer Improvements, located near U.S. 23 and Home Road
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 Services shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:  
Proposal for Cultural Resource Services-U.S. 23 & Home Road Sanitary Sewer Improvements, S&ME Proposal 41-1600492B

**2 SUPERVISION OF WORK**

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer (“Sanitary Engineer”) as the Project Manager and agent of the County for this Agreement.
- 2.2 The Sanitary Engineer or his designee shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

**3 AGREEMENT AND MODIFICATIONS**

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3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the Project, and may only be modified or amended in writing with the mutual consent and agreement of the parties.

**4 FEES AND REIMBURSABLE EXPENSES**

4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.3 and as follows:

4.2 For all services described in the Scope of Services and Fee Proposal, except "If Authorized" tasks, the fee shall be \$1,500.00.

4.3 For all services identified in the Scope of Services and Fee Proposal as "If Authorized" tasks, the fee for each authorized task shall be the fee specified in the Fee Proposal for said task. "If Authorized" tasks shall only be performed upon written Notice of the Sanitary Engineer. The total fee for all "If Authorized" tasks shall not exceed \$10,500.00.

4.4 Total compensation under this Agreement shall not exceed \$12,000.00 without subsequent modification.

4.5 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

**5 NOTICES**

5.1 "Notices" issued under this Agreement shall be served to the parties listed below in writing. The parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

Sanitary Engineer:

Name: Delaware County Sanitary Engineer's Office  
Attn: Matt Lambert

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: (740) 833-2240

Email: mlambert@co.delaware.oh.us

Consultant:

Name of Project Manager in Charge: Scott Ross

Address of Firm: 6190 Enterprise Court

City, State, Zip: Dublin, Ohio 43016

Telephone: (614) 793-2226

Email: sross@smeinc.com

**6 PAYMENT**

6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the Sanitary Engineer and on the calculated percentage of work performed to date in accordance with the Consultant's Price Proposal.

6.2 Invoices shall be submitted to the Project Manager by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices.

6.3 The County shall pay invoices within thirty (30) days of receipt.

**7 NOTICE TO PROCEED, COMPLETION OF WORK, DELAYS AND EXTENSIONS**

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- 7.1 The Consultant shall commence Work upon written Notice to Proceed (“Authorization”) of the Sanitary Engineer and shall complete the work no later than one week following notice to proceed, with the understanding that the OHPO has 30-45 days to review the request and respond with comments. If the Sanitary Engineer provides a Notice to Proceed for “If Authorized” tasks, consultant shall provide the draft report within five (5) weeks of Notice to Proceed.
- 7.2 Consultant shall not proceed with any “If Authorized” tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

**8 SUSPENSION OR TERMINATION OF AGREEMENT**

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Consultant shall immediately suspend or terminate Work, as ordered by the County.
- 8.2 In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

**9 CHANGE/ADDITIONS IN SCOPE OF SERVICES**

- 9.1 In the event that significant changes to the Scope of Services are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

For services in addition to those included in Section 1 as authorized or “if authorized”, a scope and fee shall be negotiated and agreed to by both parties prior to performance of the services. This agreement shall be modified or amended in writing with the mutual consent and agreement of the parties prior to performance of the additional services.

**10 OWNERSHIP**

- 10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement
- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.

**11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT**

- 11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or sub-consultants assigned to the Work as contemplated at the time of executing this Agreement.
- 11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

**12 INDEMNIFICATION**

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

**13 INSURANCE**

- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.



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- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

#### **14 MISCELLANEOUS TERMS AND CONDITIONS**

- 14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant 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. Consultant also agrees that, as an independent contractor, Consultant 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. **Consultant 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.**
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 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.
- 14.5 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.
- 14.6 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 to be effective and to be complied with.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

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- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

- 14.12 Campaign Finance – Compliance with R.C. 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 Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

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

**21**

**RESOLUTION NO. 16-895**

**IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES AGREEMENT WITH S&ME, INC. OF DUBLIN, OHIO FOR A NATURAL RESOURCES STUDY:**

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

Whereas a natural resources study is necessary for the determination of jurisdictional wetlands and streams in the U.S. 23 and Home Road area, and

Whereas, the Executive Director recommends approval of an agreement with S&ME, Inc. to perform the work,

Therefore be it resolved that the Board of County Commissioners execute the following agreement with S&ME,

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Inc.

Furthermore be it resolved that the Board of County Commissioners approval the following purchase order:

S&ME, Inc. for \$32,900.00 from 66211903-5301

**PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this 12<sup>th</sup> day of September, 2016, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and S&ME Inc., 6190 Enterprise Court, Dublin, Ohio 43016 (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

**1 SERVICES PROVIDED BY CONSULTANT**

- 1.1 The Consultant will provide “Services” in connection with the following “Project”:  
Environmental Studies for U.S. 23 & Home Road Sanitary Sewer Improvements, located near U.S. 23 and Home Road
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 Services shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:  
Proposal for Natural Resource Services-U.S. 23 & Home Road Sanitary Sewer Improvements, S&ME Proposal 41-1600492A

**2 SUPERVISION OF WORK**

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer (“Sanitary Engineer”) as the Project Manager and agent of the County for this Agreement.
- 2.2 The Sanitary Engineer or his designee shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

**3 AGREEMENT AND MODIFICATIONS**

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the Project, and may only be modified or amended in writing with the mutual consent and agreement of the parties.

**4 FEES AND REIMBURSABLE EXPENSES**

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.3 and as follows:
- 4.2 For all services described in the Scope of Services and Fee Proposal, except “If Authorized” tasks, the fee shall be \$5,600.00.
- 4.3 For all services identified in the Scope of Services and Fee Proposal as “If Authorized” tasks, the fee for each authorized task shall be the fee specified in the Fee Proposal for said task. “If Authorized” tasks shall only be performed upon written Notice of the Sanitary Engineer. The total fee for all “If Authorized” tasks shall not exceed \$32,900.00.
- 4.4 Total compensation under this Agreement shall not exceed \$38,500.00 without subsequent modification.
- 4.5 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

**5 NOTICES**

- 5.1 “Notices” issued under this Agreement shall be served to the parties listed below in writing. The parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

Sanitary Engineer:

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Name: Delaware County Sanitary Engineer's Office  
Attn: Matt Lambert

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: (740) 833-2240

Email: mlambert@co.delaware.oh.us

Consultant:

Name of Project Manager in Charge: Scott Ross

Address of Firm: 6190 Enterprise Court

City, State, Zip: Dublin, Ohio 43016

Telephone: (614) 793-2226

Email: sross@smeinc.com

**6 PAYMENT**

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the Sanitary Engineer and on the calculated percentage of work performed to date in accordance with the Consultant's Price Proposal.
- 6.2 Invoices shall be submitted to the Project Manager by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

**7 NOTICE TO PROCEED, COMPLETION OF WORK, DELAYS AND EXTENSIONS**

- 7.1 The Consultant shall commence Work upon written Notice to Proceed ("Authorization") of the Sanitary Engineer and shall complete the JSWD work within 4 weeks. Consultant shall perform remaining if Authorized Services in accordance with Section 1.2.
- 7.2 Consultant shall not proceed with any "If Authorized" tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

**8 SUSPENSION OR TERMINATION OF AGREEMENT**

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Consultant shall immediately suspend or terminate Work, as ordered by the County.
- 8.2 In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

**9 CHANGE/ADDITIONS IN SCOPE OF SERVICES**

- 9.1 In the event that significant changes to the Scope of Services are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

For services in addition to those included in Section 1 as authorized or "if authorized", a scope and fee shall be negotiated and agreed to by both parties prior to performance of the services. This agreement shall be modified or amended in writing with the mutual consent and agreement of the parties prior to performance of the additional services.

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**10 OWNERSHIP**

- 10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement
- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.

**11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT**

- 11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or sub-consultants assigned to the Work as contemplated at the time of executing this Agreement.
- 11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

**12 INDEMNIFICATION**

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

**13 INSURANCE**

- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

**14 MISCELLANEOUS TERMS AND CONDITIONS**

- 14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.

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- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant 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. Consultant also agrees that, as an independent contractor, Consultant 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. **Consultant 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.**
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 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.
- 14.5 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.
- 14.6 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 to be effective and to be complied with.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the



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Revised Code.

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

- 14.12 Campaign Finance – Compliance with R.C. 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 Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

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

**22**

**RESOLUTION NO. 16-896**

**IN THE MATTER OF APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL COOPERATION AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS TO INCLUDE THE USE OF DELAWARE COUNTY’S STATE TERM PRICING AND QUALIFIED LISTING OF VENDORS AND CONTRACTORS:**

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

Whereas, the Interim Director of Facilities recommends approval of an amendment to the Intergovernmental Cooperation Agreement By And Between The Delaware County Board Of Developmental Disabilities And The Delaware County Board Of Commissioners;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve an amendment to the Intergovernmental Cooperation Agreement By And Between The Delaware County Board Of Developmental Disabilities And The Delaware County Board Of Commissioners to include the use of Delaware County’s state term pricing and qualified listing of vendors and contractors:

**ADDENDUM NO. 1 TO THE INTERGOVERNMENTAL COOPERATION AGREEMENT  
 DATED JUNE 30, 2016**

This Addendum No, 1 to the Original Agreement dated June 30, 2016, is made and entered into this 31st day of August, 2016, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and the Delaware County Board of Developmental Disabilities, 7991 Columbus Pike, Lewis Center, Ohio 43035 ("DCBDD") (hereinafter collectively referred to as the "Parties").

**ARTICLE 1-ADDENDUM**

The Parties mutually agree to modify the Original Agreement by adding the following to Exhibit A:

4. The DCBDD desires to make ongoing improvements inside the building located at 7991 Columbus Pike Lewis Center, Ohio 43035 in an acceptable, allowable, and cost efficient manner to complete facility related projects (the "Improvements"). The Improvements may require a contract for professional design firms and design-build firms. The DCBDD shall enter into, administer, and pay for any necessary contracts for professional design services for the Improvements. The County shall administer the qualifications-based selection process, pursuant to section 153.65, et seq., of the Revised Code and advise the DCBDD regarding the contracts for professional design firms and design-build firms.
5. The DCBDD shall be permitted to enter into, administer, and pay for contracts for supplies and services with qualified firms, partnerships, associations, or corporations through the County's membership in the State of Ohio Cooperative Purchasing Program. The County shall administer the administrative process, pursuant to 125.04 of the Revised Code and advise DCBDD regarding the purchase of supplies and services through the State of Ohio Cooperative Purchasing Program.

**ARTICLE 2— REMAINING PROVISIONS**

All other terms and conditions of the Original Agreement shall remain in full force and effect.

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

**23**

**RESOLUTION NO. 16-897**

**IN THE MATTER OF APPROVING AMENDED AND RESTATED INTERGOVERNMENTAL CONSORTIUM AGREEMENT FOR THE WORKFORCE INNOVATION AND OPPORTUNITY ACT:**

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

Whereas, the Director of Jobs & Family Services recommends approval of the Amended and Restated Intergovernmental Consortium Agreement;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following Amended and Restated Intergovernmental Consortium Agreement and authorize Commissioner Gary Merrell, the designated elected official for Delaware County, to sign the Area 7 Consortium of Chief Elected Officials Amended And Restated Intergovernmental Consortium Agreement:

**Area 7 Consortium of Chief Elected Officials  
 Intergovernmental Agreement**

**AMENDED AND RESTATED INTERGOVERNMENTAL CONSORTIUM AGREEMENT  
 BY AND AMONG THE COUNTIES OF**

THIS IS AN AMENDMENT TO THE INTERGOVERNMENTAL CONSORTIUM AGREEMENT (the "Agreement"), entered into on November 21, 2003 by the Counties of

Allen, Ashland, Champaign, Clark, Clermont, Clinton, Coshocton, Darke, Defiance, Delaware, Erie, Fairfield, Fayette, Fulton, Gallia, Greene, Guernsey, Hancock, Henry, Highland, Holmes, Huron, Jackson, Knox, Lawrence, Licking, Logan, Madison, Marion, Miami, Montgomery, Morrow, Muskingum, Ottawa, Paulding, Pickaway, Preble, Putnam, Ross, Sandusky, Seneca, Shelby, Union, Wayne, Williams, Wood, and Wyandot;

and, since 2007, and consistent with state approval, is now comprised of the Counties of

Allen, Ashland, Champaign, Clark, Clinton, Coshocton, Darke, Defiance, Delaware, Erie, Fayette, Fulton, Gallia, Greene, Guernsey, Hancock, Henry, Highland, Holmes, Huron, Jackson, Knox, Lawrence, Licking, Logan, Madison, Marion, Miami, Montgomery, Morrow, Muskingum, Ottawa, Paulding, Preble, Putnam, Sandusky, Seneca, Shelby, Union, Wayne, Williams, Wood, and Wyandot;

which collectively constitute the Area 7, a local workforce investment area under the Workforce Investment Act of 1998 (hereinafter "WIA") and a workforce development area under the Workforce Innovation and Opportunity Act of 2014 (hereinafter "WIOA").

WITNESSETH

WHEREAS, each of the Counties of Ohio Local Area 7 entered into the Agreement in order to form the Local Area 7 under WIA and implement a local workforce system for Local Area 7; and

WHEREAS, since 2007, the Counties of

Allen, Ashland, Champaign, Clark, Clinton, Coshocton, Darke, Defiance, Delaware, Erie, Fayette, Fulton, Gallia, Greene, Guernsey, Hancock, Henry, Highland, Holmes, Huron, Jackson, Knox, Lawrence, Licking, Logan, Madison, Marion, Miami, Montgomery, Morrow, Muskingum, Ottawa, Paulding, Preble, Putnam, Sandusky, Seneca, Shelby, Union, Wayne, Williams, Wood, and Wyandot;

have continued this Agreement and served as the units of government comprising the Workforce Investment Area known as Area 7;

WHEREAS, on July 14, 2014 the United States Congress enacted WIOA, which replaced WIA; and

WHEREAS, WIOA requires chief local elected officials to reaffirm their intent to continue as a local workforce area and to seek designation as a workforce area from the State of Ohio (the "State"); and

WHEREAS, each of the Counties desires to continue to receive funds under WIOA and other related workforce funding streams so as to provide workforce services to their constituents by reaffirming their desire to remain a member of the consortium (the "Consortium") created pursuant to the Agreement and which additionally constitutes the Local Area;

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**NOW THEREFORE**, in consideration of the premises and mutual covenants and obligations herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree and understand as follows:

ARTICLE I  
AMENDMENT PURPOSE

It is the purpose of this Amendment to reaffirm and restate the duties, powers, and obligations of the Consortium of Local Area 7 under the prior Agreement, in order to be in compliance with WIOA.

ARTICLE II  
PARTIES TO THIS AMENDMENT AND INTENT OF THE PARTIES

- a) Each County that is a Party to this Amendment shall be represented by its chief elected official or an elected official who has been appointed to represent their County on the Consortium who shall be their chief elected official for purposes of WIOA. Further, each County which is a party to this Amendment has the constitutional and/or statutory power pursuant to the Ohio Revised Code to execute this Amendment, as evidenced by the signature of the elected official representing each County, which is affixed to the execution pages of this Amendment.
- b) The Parties agree that upon its execution by each Party, this Amendment shall be effective as of July 1, 2015, and that upon such execution and on and after July 1, 2015, the term "Agreement" shall mean and refer to the Agreement as amended and restated by this Amendment. The Parties also agree that the Agreement as so amended and restated shall constitute an "agreement" pursuant to WIOA Section 107(c)(1)(B).

ARTICLE III  
TERM

- a) The Agreement shall be effective as of July 1, 2015, and shall automatically renew on each subsequent July 1<sup>st</sup> for successive one-year terms.
- b) Any County may withdraw from the Consortium by giving written notice to the other Counties, at least ninety (90) days prior to the end of a program year, as defined by WIOA, for receipt of federal workforce funds. If any County withdraws from the Consortium, the Agreement shall be modified to reflect the withdrawal of such County and shall continue as to the other Counties. The pertinent County shall remain liable for its pro-rata share of obligations under the Agreement prior to the effective date of such County's withdrawal.

ARTICLE IV  
ORGANIZATION

- a) Consortium Membership and WIOA Chief Elected Official Designation
  - i. Each representative of a consortium member county shall be either: (a) the chief elected official of his or her respective county; or (b) an elected official designated by such county's governing body to serve as such county's "Chief Elected Official" for the purposes required under WIOA.
  - ii. The Chairperson of the Consortium (as hereinafter described) shall serve as the "Chief Local Elected Official" of the Local Area for all WIOA purposes during his or her term of office.
- b) Officers of the Consortium, Election of the Officers and Creation of a Council of Elected Officials to Act on Behalf of the Consortium for the Purpose of Conducting WIOA and WIOA-Related Business
  - i. The Officers of the Consortium (the "Officers") shall be a Chairperson and a Vice Chairperson. The Officers shall be elected by the Council of Elected Officials (as hereinafter defined) from among the Representatives of the member counties, and shall serve for a two-year term beginning January 1 of every even-numbered year. Elections shall be held once every two years following July 1, 2015 in December of each odd-numbered year.
  - ii. The term of office of the initial Officers described in Section (b)(i) above shall begin on the Effective Date and shall extend through December 31, 2017.
  - iii. In order to be able to conduct its business in an efficient and effective manner the Consortium recognizes that it may be a challenge to assemble a majority of the Consortium for meetings as required to execute the duties of the chief local elected officials, in a manner that accommodates all forty-three counties. To that effect, the Consortium shall designate Representatives of nine (9) of its member counties to serve as the Council of Elected Officials (the "Council"), for purposes of conducting business on behalf of the Consortium following the execution of this Amendment and appointment of the initial Officers.

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- iv. The Chairperson and the Vice Chairperson of the Consortium shall also serve as the Chairperson and Vice Chairperson of the Council.
  - v. Council members shall serve until replaced. If any Council member wishes to resign from the Council, such member shall provide written notice of such resignation to the Chairperson. Upon receipt of such notice, the Chairperson shall solicit for a replacement to the Council from the Consortium; alternatively, the Chairperson may nominate such replacement. In either case, the Council shall elect such replacement member at its next regular meeting, by a simple majority vote of a quorum.
  - vi. If the Chairperson or Vice Chairperson resigns during their term of office on the consortium or if they cease to represent the County member of the consortium, a special election shall be held to fill the vacancy.
- c) Duties of the Chairperson
- i. The Chairperson shall call regular and special meetings of the Consortium and the Council. The Chairperson shall have the right to vote on all matters which may come before the Consortium and the Council.
  - ii. The Chairperson shall be a member of all Council committees, and may vote on all matters which may come before the Consortium and the Council.
- d) Duties of the Vice Chairperson
- i. At the request of the Chairperson or in the absence of the Chairperson, or during the Chairperson's inability to act, the Vice Chairperson shall assume the powers and duties of the Chairperson.
  - ii. The Vice Chairperson shall have such other powers and perform such other duties as may be assigned to him/her by the Chairperson.
- e) Committees
- i. The Council may establish such standing, special, ad hoc and advisory committees as it shall deem appropriate.
  - ii. In establishing any such committee hereunder, the Council shall specify the purpose and responsibilities of such committee.
  - iii. The Chairperson shall appoint and reappoint the members of any such committees from among the elected officials constituting the Consortium or the Council, and shall designate the chairperson thereof and fill vacancies thereon. Any representative member of the Consortium, whether or not a member of the Council may serve on any committee of the Council. Any committee established by the Council may be terminated by the Council at any time.
- f) Full Consortium Meetings and Quorum Requirements
- i. Regular Meetings – The Consortium shall hold at least one (1) regularly-scheduled public meeting each calendar year. At least once a year any WIOA business requiring approval by the Consortium of Chief Local Elected Officials shall be presented along with a report on the program performance and presentation of the annual audit. This meeting shall constitute the Annual Business Meeting of the Consortium and shall be held no later than December 31st of each year.
  - ii. Special Meetings – Special meetings may be called by the Chairperson or upon by petition to the Chairperson signed by at least 20% of the members. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof, and shall be distributed to members not less than ten (10) calendar days before such meeting. No business, except as stated in the notice, shall be transacted at a special meeting unless by consent of two-thirds (2/3) of the members present.
  - iii. Meeting Location – The location of meetings shall be chosen at the discretion of the Chairperson, upon consideration of cost effectiveness and centrally located convenience for the Consortium members.
  - iv. Call of Meeting – Each Consortium member shall be sent notices of meetings in writing, which may include any manner of electronic means, postmarked at least five (5) days before the meeting date. The notices shall include the place and time of the meeting and an agenda for the meeting. Any matter not included in the agenda shall not be acted upon at such meeting other than routine ministerial and administrative matters, unless the addition of such matter to the Agenda is approved by a simple majority of the member elected officials present following the establishment of a

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quorum. Notice of all meetings shall comply with Ohio Revised Code Section 121.22 (Ohio Sunshine Law).

- v. Minutes – Minutes of the Consortium meetings and other official actions shall be of public record.
- vi. Conduct – The Consortium shall follow Robert’s Rules of Order for the conduct of meetings of the organization.
- vii. Open Meetings – Meetings shall be noticed and declared public meetings, open to the public, in accordance with the Ohio Revised Code and federal law.
- viii. Quorum – For conducting the Consortium's business, any nine (9) members shall be considered a quorum and a majority vote of the quorum shall be sufficient to move an item of business.
- ix. Participation – To the extent allowed by the Ohio Revised Code, elected officials comprising the Consortium may participate in meetings of the Consortium via a call-in number or such other technological aid as may be approved by the Legislature. However, Representatives shall make every effort to attend in person.
- x. Voting – Each elected official representing a member county on the consortium shall be entitled to a vote at meetings of the Consortium.
- xi. Proxies – Neither proxies nor alternates shall be allowed.

g) Council Meetings

- i. Regular Meetings – Regular meetings of the Council shall be held a minimum of four (4) times a year, so as to at a minimum approve the annual budget, approve or terminate the selection of the one-stop operator, approve the four year plan and amendments to the plan, and approve on behalf of the Consortium any contract, Memorandum of Understanding, or other agreement as required by the State or other applicable authority, including without limitation any Memorandum of Understanding between one-stop partners including the core partners and to approve any agreements regarding core partner contributions to the infrastructure of the local one-stop system.
- ii. Selection of Chairperson and Vice Chairperson – The Council shall meet biennially in December of odd numbered years in order to vote on the selection of the Chairperson and the Vice Chairperson. Vacancies of such Officers may be filled at any regular or special meeting of the Council.
- iii. Special Meetings – Special meetings may be called by the Chairperson or by petition to the Chairperson of the Council by a petition of a majority of the full Council membership.
- iv. Call of Meeting – Notice of meetings of the Council shall be sent to the Council and to each Consortium member, so that they will know that a meeting is being held and the Agenda for that meeting, in writing, which may include electronic communications, at least five (5) days before the meeting date. Notice shall include the place and time of the meeting and the meeting agenda. Non agenda matters may be presented at a meeting of the Council, so long as approved by a simple majority of a quorum present at the meeting.
- v. Minutes – Minutes shall be kept of all Council meetings and shall constitute a public record.
- vi. Conduct – The Council shall follow Robert’s Rules of Order for the conduct of meetings of the organization when a question arises regarding motions presented for a vote at a regularly scheduled meeting.
- vii. Open Meetings – Meetings shall be noticed and declared public meetings, open to the public, in accordance with Ohio State Statutes and federal law.
- viii. Quorum – Five (5) members of the Council shall constitute a quorum for conducting the Council's business, and a majority vote of the quorum shall be sufficient to move an item of business. Once a quorum is present for a meeting, such quorum shall be deemed to be present until such meeting is adjourned.
- ix. Committee Membership – Should the Council appoint any committees, three (3) Council Members shall be required in order to conduct committee business and a majority vote of 2 of the minimum of three members shall be sufficient to move any item on a committee agenda
- x. Participation – To the extent allowed by the Ohio Revised Code, Council members may participate in meetings of the Council via a call-in number or such other technological aid as may be approved by the Legislature. However members shall make every effort to attend in person.

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- xi. Voting – Each Council member shall be entitled to a vote at meetings of the Council.
  - xii. Proxies – There shall be no proxy or alternate votes at meetings of the Council.
- h) Grant Recipient and Sub-Grant Recipient Designation
- i. The Consortium shall support its programs and any costs incidental to the operation of its programs by grant funds appropriated to it by the federal and state grants and/or appropriations. In addition, the Consortium or its designee is authorized to accept any other grants in aid or assistance, funds from the United States Government or to accept appropriations from any of its members, or any other organization or person, including the acceptance of donations, grants, or bequests whether it be in the form of tangible or intangible property.
  - ii. The Consortium shall be the Grant Recipient of record for purposes of receipt of federal WIOA funds.
  - iii. The Consortium designates Montgomery County to be the sub-grant recipient / Fiscal Agent for purposes of receipt of federal WIOA funds.
  - iv. The Consortium designates Clark State Community College to be the administrative entity and to manage the Board budget.
  - v. The Consortium designates the workforce development board they appoint to select an Executive Director, who shall be employed by Clark State Community College and shall be responsible for and shall supervise the administrative staff that provides support to the Consortium, the Council and the Workforce Development Board. The Executive Director shall assure staff carries out the policies of the Consortium, and Council, produce required reports for its review and approval, and provide such other services as may be necessary for the Consortium, Council and Workforce Board to carry out their respective business.
- i) Appointment of Workforce Board Members
- i. The Council shall appoint the Workforce Development Board, which shall meet the membership requirements of WIOA Sections 107(b) and which shall meet the criteria established by the Governor and the State Board pursuant to Section 107 (b)(1) of WIOA.
  - ii. A majority of members of the Workforce Board shall be business representatives who are owners, chief executive or operating officers, or other business executives, or employers with optimum policymaking or hiring authority.
    - A. Appointments of business representatives to the Workforce Board shall be made from nominations received by the Consortium from among individuals nominated by local business organizations and business trade associations.
    - B. Business representatives shall include small businesses, or organizations representing businesses, that provide employment opportunities in the local area in in-demand industry sectors or occupations (as defined in WIOA section 3(23)).
  - iii. Not less than 20 percent of the members of the Workforce Development Board shall be workforce representatives which include (a) two or more representatives of labor, (b) one or more representatives of a joint labor- management, or union affiliated, registered apprenticeship program within the area who must be a training director or a member of a labor organization.
    - A. If no union affiliated registered apprenticeship programs exist in the area, a representative of a registered apprenticeship program with no union affiliation shall be appointed, if one exists.
    - B. Labor organization representatives must be appointed from among individuals who have been nominated by local labor federations. Pursuant to WIOA the Council shall establish a formal policy to facilitate these nominations which shall be communicated to local labor federations.
    - C. Following the appointment of a minimum of the three required labor / worker representatives the Council may appoint the balance of the members necessary to constitute the required 20 percent in this category from representatives of community-based organizations that (a) have demonstrated experience and expertise in addressing the employment, training or education needs of individuals with barriers to employment, including organizations that serve veterans or (b) provide or support competitive integrated employment for individuals with disabilities; or (c) represent organizations



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with demonstrated experience and expertise in addressing the employment, training, or education needs of WIOA eligible youth, including representatives of organizations that serve out-of-school youth, including representatives of organizations serving out-of-school youth.

- iv. The Council shall appoint representatives of entities administering education and training activities in the local workforce area who shall include:
  - A. A representative of eligible providers administering adult education and literacy activities under title II. If there is more than one, or multiple institutions of higher education providers in the Local Area the Council shall solicit nominations from the providers and/or institutions of higher education providing adult literacy.
  - B. A representative of institutions of higher education providing workforce investment activities such as community colleges
- v. The Council may include the appointment of representatives of local educational agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment.
- vi. The Council shall appoint representatives of governmental and economic and community development entities serving the local area which shall include:
  - A. A representative of economic and community development entities
  - B. An appropriate representative from the State employment service office under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) serving the local area
  - C. An appropriate representative of the programs carried out under Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), other than section 112 or part C of that title (29 U.S.C. 732, 741), serving the local area
- vii. The Council may appoint representatives of agencies or entities administering programs serving Local Area 7 relating to transportation, housing, public assistance and representatives of philanthropic organizations serving the Local Area.
- viii. The Council may appoint such other individuals or representatives of entities as the Council deems appropriate.
- ix. Representatives appointed by the Council shall have "optimum policy-making authority", such that they can be expected to speak affirmatively on behalf of the entity he or she represents and to commit that entity to a chosen course of action.
- x. Appointees to the Workforce Development Board may represent more than one category of membership, however, each such appointee shall only have one vote per issue.
- xi. All Workforce Development Board members shall be appointed by a majority of the seated members of the Council. The Council may appoint a nominating committee or may request that the Workforce Development Board appoint a nominating committee to make recommendations to the Council, as described in the Notice of Proposed Rule Making for WIOA, and hereafter as per any Final Rule under WIOA.
- xii. All appointments shall be subject to the local board appointment and certification criteria established by the Governor and or the Legislature.
- xiii. Workforce Board Member Terms
  - A. The Council shall appoint the members of the Workforce Board for two-year staggered terms. Members may be reappointed at the pleasure of the Council.
  - B. To the extent that any Workforce Board member or members constitutes a necessary membership position for the purpose of WIOA compliance, such member or members shall continue in such positions once their terms have expired, until their term is renewed or a new member has been appointed to their seat.
  - C. The Council shall establish a procedure for being informed of vacancies on the Workforce Board by the staff providing Workforce Board support. In the event of notification of a vacancy a new member shall be appointed from the category of membership in which the vacancy occurred. The appointment shall be made in accordance with the nomination process applicable to the category of membership in which the vacancy occurred. The

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member appointed shall fulfill the term of the member whose separation from the Workforce Board resulted in the vacancy.

- D. The Council Chairperson may remove a Workforce Board member and reappoint someone to the seat vacated as a result of the removal at any time that the Chairperson becomes aware:
1. That a Workforce Board member has had more than 3 unexcused absences, or
  2. That an appointed Workforce Board member ceases to represent the category of membership to which they were appointed, or
  3. That a Workforce Board member has resigned, is unable to finish their term because of health reasons, death, or resignation, or
  4. That a Workforce Board Member has committed an act of moral turpitude

ARTICLE V

POWERS DELEGATED TO THE CONSORTIUM, AND THE COUNCIL, AND  
THE COUNCIL TOGETHER WITH THE APPOINTED WORKFORCE BOARD

- a) The Council shall appoint the members of the Workforce Board in accordance with State and WIOA criteria.
- b) The Council shall be responsible for requesting Local Area designation as appropriate and timely,
- c) In addition to the provisions herein contained the Council may create by-laws with respect to the Workforce Board appointment process.
- d) The Council has identified Montgomery County as the entity which shall be responsible for disbursing grant funds.
- e) The members of the Consortium shall be liable for the WIOA funds in proportion to the population in their respective County. However in accordance with General Provisions sections (a) and (b) the Workforce Board shall purchase insurance as described therein to limit the Consortium members' liability, to the extent allowed by law.
- f) The Council, pursuant to state and federal legislation regarding workforce development systems and funding, shall oversee policy decisions and activities of the sub-grant recipient and Administrative Entity/ Fiscal Agent, including the following:
  - i. The power to contract with the Workforce Board.
  - ii. The manner in which accountability for fund expenditures shall be provided for including an independent audit to be done in accordance with applicable federal legislation, as well as oversight and monitoring, which shall include receiving performance reports from the Workforce Board.
  - iii. The acceptance of grants, donations or other types of financial assistance as allowed by law.
  - iv. The manner in which any program income, fee for services or surplus funds may be expended and shall be reported.
  - v. The composition, membership appointments, and organizational approval of any advisory or partnership bodies to the Council.
  - vi. The development of policies and procedures and/or administrative rules to effectively carry out the Council's policies and decisions so long as they do not conflict with federal and state rules and regulations, or impinge upon powers granted to the Workforce Board.
- g) To the extent not delegated to and pursuant to an agreement with the Workforce Board, as required by WIOA, the Council shall consult with the Governor on:
  - i. The reorganization or decertification of the Workforce Board
  - ii. The designation of local areas
  - iii. The designation of regions
  - iv. The establishment and operation of the fiscal and management accountability information system
  - v. Criteria for certifying one-stop centers

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- vi. Equitable and stable infrastructure funding for the one stop system
  - vii. The local allocation formula for adult, dislocated worker and youth funds
  - viii. Requests for waivers of statutory and regulatory requirements under WIOA
- h) The Council shall make the following information and or documents available to the public including through the inclusion of the information on the website of the Workforce Board:
- i. Workforce Board membership and member affiliation;
  - ii. Meeting minutes;
  - iii. The four year plan and modifications to the plan prior to their submission to the State of Ohio;
  - iv. The designation and certification of one-stop operators;
  - v. The process and selection of one-stop operators;
  - vi. The award of contracts to providers; and
  - vii. The process and decision to allow the Workforce Board to serve as the one-stop operator.
- i) The Council, together with the Workforce Board, shall:
- i. Approve non mandatory one-stop partners;
  - ii. Comment on the State Plan;
  - iii. Negotiate the local and/or regional performance measures;
  - iv. Enter into regional planning as appropriate;
  - v. Set policy for the Local Area;
  - vi. Enter into an agreement regarding their roles and responsibilities;
  - vii. Work with the Governor in a disaster;
  - viii. Develop the local 4 year plan;
  - ix. Develop 2 year modifications;
  - x. Provide oversight over the one-stop system, youth programs and funds allocated to the local workforce area;
  - xi. Approve investments in youth programs as well as adult and dislocated worker activities;
  - xii. Oversee the local one-stop system and shall approve the use and management of one-stop, adult, dislocated worker and youth funds;
  - xiii. Assure the use and management of funds to maximize performance;
  - xiv. Select and terminate the one-stop operator;
  - xv. Agree, as appropriate to the Workforce Board serving as the one-stop operator;
  - xvi. Develop the Workforce Board budget;
  - xvii. Decide on use of non-federal funds;
  - xviii. Appeal the Governor's decision to reorganize;
  - xix. Develop and enter into memoranda of understanding with the one-stop partners;
  - xx. Approve optional one-stop partners; and
  - xxi. Negotiate infrastructure costs

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ARTICLE VI  
CONFLICT OF INTEREST AND CONFIDENTIALITY

- a) Consortium and Council members shall not vote on matters coming before them for consideration if:
  - i. The matter concerns the provision of services by the Consortium or Council member, Local Elected Official, or by an entity that the Local Elected Official represents; or
  - ii. The matter would provide direct financial benefit to the Consortium or Council member local elected official or the immediate family of the local elected official.
- b) Abstention – Local Elected Official Consortium or Council members shall individually abstain from voting on issues and matters that will result in a direct, indirect, or perceived conflict of interest. Abstentions and the general reasons therefore, should be duly recorded in the minutes of the meeting.
- c) Non-Business Board Nominees – Every effort shall be made when appointing non-business members to the Workforce Board that such members or the organizations they represent not be current recipients of WIOA or other grant funds administered and/or overseen by the Consortium.
- d) Conflict of Interest Policies – The Council shall ensure that the Workforce Board adopts a conflict of interest policy and a code of conduct.
- e) Confidentiality – All information, whether transmitted orally or in writing, that is of such a nature that it is not, at that time, a matter of public record or public knowledge is deemed confidential by the Consortium. Local Elected Official Consortium members shall not disclose confidential information obtained in the course of or by reason of his or her membership on the Consortium to any person or entity not directly involved with the business of the Consortium. Further:
  - i. No Representative shall use confidential information obtained in the course of or by reason of his or her membership on the Consortium in any matter with intent to obtain financial gain for the member, the member’s immediate family or any business with which the member is associated.

ARTICLE VII  
GENERAL PROVISIONS

- a) The Parties agree that Clark State Community College shall be directed to purchase such insurance as is necessary to fully insure the Consortium and indemnify its Counties, their elected officials or designees, and the signatories to this Agreement and save them harmless from all suits, actions, damages, liability and expense in connection with any misuse of grant funds allocated to the local area under Sections 128 and 133 of WIOA arising wholly or in part by any act or omission of the Consortium, the sub-grant recipient or any of its members, their agents, contractors, employees, servants, invitees, licensees or concessionaires, and from all reasonable attorney’s fees and other costs of defending any such suit or action. Insurance policies to be purchased and maintained shall name the Workforce Board, and the forty-three Counties and Consortium Parties as insureds, and shall include, but not be limited to, coverage for directors’ and officers’ liability, crimes committed, professional liability, and fiduciaries liability.
- b) The Workforce Board, as the sub-grant recipient, and Administrative Entity / Fiscal Agent appointed hereunder, shall save harmless and indemnify the Consortium, the Council and their members from and against financial loss and expense arising out of any claim, demand, suit, or judgment by reason of alleged negligence or alleged deprivation of any person’s civil rights or other act or omission resulting in damage or injury, if the Consortium and/or its members are found to have been acting in the discharge of its duties or within the scope of employment and such act or omission is found not to have been wanton, reckless, or malicious.
- c) It is understood and agreed that this Amendment incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Amendment that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.
- d) It is agreed that no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless approved by an affirmative vote of a majority vote of the Parties.
- e) Whenever any Party desires to give notice unto another Party, such notice shall be in writing sent by registered United States Mail with Return Receipt Requested, addressed to the Party for whom it is intended, at the place last specified, and the place for giving such notice in compliance with the provision of this paragraph. Each Party designates the seat of the governing body of its respective County as the address for such notice.

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- f) The Council shall make such reports to the State and federal governments as may be required and shall require such reports as necessary from the Workforce Board.
- g) Consortium and Council members and/or their county may be reimbursed for travel and out of pocket expenses to the extent allowed by the authorizing legislation governing the funding stream from which reimbursement is sought. Reimbursement shall be in accordance with federal, state and local policies.
- h) To the extent a dispute shall arise between or among the Parties in connection with this Agreement, the parties shall first attempt an informal resolution, and if this is unsuccessful, the parties shall attempt to resolve the dispute through mediation.
- i) The Chairperson shall act as duly authorized signatory for the Consortium on all agreements, grants, or on any other document requiring a signature and duly approved by the Consortium or Council, in order to be legally binding. In the absence of the Chairperson, the Vice Chairperson may sign on behalf of the Consortium and Council.
- j) The Council authorizes the Executive Director to oversee the procurement of goods and services necessary to carry out the day-to-day activities of the Consortium, the Council, and the administrative entity, and to enter into agreements for these goods and services, without obtaining prior Council authority. Those goods and services procured for service providers and customers currently through a Request for Proposals (RFP) process shall require Workforce Board authority.
- k) This Amendment shall be binding contract and shall be construed in accordance with and governed by the laws of the State of Ohio.
- l) In the event that any provision of this Amendment or the application of any such provision to any party or circumstances be held invalid or unenforceable or the application of such provision to parties or circumstances be unenforceable, the remainder of this Amendment shall not be affected thereby and shall remain in full force and effect.
- m) Any waiver at any time by any Party of its rights with respect to any matter arising in connection with this Amendment shall not be considered a waiver with respect to any subsequent default or matter.
- n) All references herein to "WIOA" shall be to WIOA as it may hereafter be amended, substituted, or superseded by any successor legislation from time to time.

IN WITNESS WHEREOF, the Parties have made and executed this Amendment, effective as of July 1, 2015, on separate signature pages, on the respective dates which accompany each signature.

SIGNATURE PAGE

AMENDMENT TO INTERGOVERNMENTAL CONSORTIUM AGREEMENT AMONG THE COUNTIES OF:

Allen, Ashland, Champaign, Clark, Clinton, Coshocton, Darke, Defiance, Delaware, Erie, Fayette, Fulton, Gallia, Greene, Guernsey, Hancock, Henry, Highland, Holmes, Huron, Jackson, Knox, Lawrence, Licking, Logan, Madison, Marion, Miami, Montgomery, Morrow, Muskingum, Ottawa, Paulding, Preble, Putnam, Sandusky, Seneca, Shelby, Union, Wayne, Williams, Wood, and Wyandot;

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

**24**

**RESOLUTION NO. 16-898**

**IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION:**

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

**Supplemental Appropriations**

10029202-5301                      Court of Appeals/Professional Services                      3,456.60

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

**25**

**ADMINISTRATOR REPORTS**

Ferzan Ahmed, County Administrator

- Thank you to Commissioner Lewis for entertaining my guests yesterday before the All Horse Parade.
- Attended the Fallen Heroes 911 ceremony on Saturday. Have volunteered to help advertise the event next year.
- Will be meeting with the President of American Electric Power to help facilitate a positive relationship with the county.
- Powell and Sawmill intersection is nearly completed.

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**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Merrell

- Attended the All Horse Parade yesterday. It is a well done event.
- Attended the MORPC meeting last Thursday.

Commissioner Benton

- Attended the All Horse Parade yesterday as well. Very nice event.
- The Finance Authority meeting is tomorrow evening.
- There will be a DKMM Workforce meeting this week.
- The Chambers' Third Thursday event this week will feature the State of the Schools.

Commissioner Lewis

- Would like to thank the City of Delaware for their work with the All Horse Parade.

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**RESOLUTION NO. 16-899**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR COLLECTIVE BARGAINING:**

It was moved by Mr. Benton, seconded by Mr. Merrell to adjourn into Executive Session at 10:13AM.

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

**RESOLUTION NO. 16-900**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to adjourn out of Executive Session at 11:43 AM.

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

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Gary Merrell

\_\_\_\_\_  
Barb Lewis

\_\_\_\_\_  
Jeff Benton

\_\_\_\_\_  
Jennifer Walraven, Clerk to the Commissioners