

COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 30, 2017

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

Present:
Jeff Benton, President
Gary Merrell, Vice President

Absent:
Barb Lewis, Commissioner

1
RESOLUTION NO. 17-299

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 27, 2017:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on March 27, 2017; and

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

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

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

2
PUBLIC COMMENT
-Harold Wolford, Vietnam Veterans Chapter 1095,
Presenting The Commissioners With A Certification Of Appreciation

3
ELECTED OFFICIAL COMMENT

4
RESOLUTION NO. 17-300

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0329, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0329:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0329, memo transfers in batch numbers MTAPR0329 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Xylem	Water Reclamation; Check Valve Parts	66211904-5260	\$ 6,247.00
Sheriff Office	CSEA Contracts for Title IV	23711630-5301	\$ 4,379.28
Tri Rivers	Job and Family Services Program	22311611-5348	\$ 9,500.00

PR	Vendor Name	Line Description	Account	Amount	Line
R1702946	ENDICOTT MICROFILM	SERVICE AGREEMENT FOR TWO KODAK PLUS SCANNERS AND ARCHIVE WRITER	10011103- 5325	\$16,405.00	0001- 03
R1702995	HILLS BLACKTOP INC	EMS 8 - BLACKTOP REPAIR	40111402 - 5410	\$42,030.00	0001
R1702999	RECOVERY AND PREVENTION RESOURCES	COURT TREATMENT SERVICES (PUBLIC DEFENDER OFFICE	10011202- 5342	\$20,000.00	0001
R1703000	MARYHAVEN	COURT TREATMENT SERVICES (PUBLIC DEFENDER OFFICE	10011202- 5342	\$20,000.00	0001

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

5

RESOLUTION NO. 17-301

IN THE MATTER OF SETTING DATE, TIME AND PLACE FOR A PLANNING SESSION FOR THE BOARD OF COMMISSIONERS AND STAFF:

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

Whereas, the Board of Commissioners and Staff plan to participate in a planning session;

Therefore be it Resolved, the Board of Delaware County Commissioners have fixed Wednesday April 5, 2017 at 8:00AM, in a conference room at Nationwide Conference Center 100 Green Meadows Drive South Lewis Center, OH 43035, as the date, time and place of the planning session for the Board of Commissioners and staff.

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

6

RESOLUTION NO. 17-302

ADOPTING RESOLUTION OF CONGRATULATIONS TO OWEN BLACK UPON EARNING HIS EAGLE SCOUT AWARD:

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

WHEREAS, Owen Black has been a member of Boy Scout Troop #108; and

WHEREAS, Owen Black has met all the requirements and been approved by the National Council of Boy Scouts to receive the Eagle Scout Award, and

WHEREAS, The Board of Commissioners of Delaware County wishes to express congratulations to Owen Black on earning the Eagle Scout Award.

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby officially congratulates Owen Black on attaining Scouting's highest rank - the Eagle Scout Award. Your diligence and hard work have earned you the distinction of being an Eagle Scout. You join company with a select group of individuals who are recognized as outstanding in all that Scouting represents.

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

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

7

RESOLUTION NO. 17-303

IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF'S OFFICE TRANSPORT REPORT FOR THE MONTH OF FEBRUARY 2017:

It was moved by Mr. Merrell, seconded by Mr. Benton 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 February 2017;

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 February 2017.

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

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RESOLUTION NO. 17-304

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Regional Sewer District is requesting that Tiffany Maag attend an Emerging Leader’s in Today’s Public Sector Program in Dublin, Ohio on April 25, 2017 at a total cost of \$212.00 from fund 66211902.

The Auditor’s Office is requesting that Mike Laws attend SUGA (financial system) International Education and Training Conference in Nashville, Tennessee June 19-23, 2017; at the cost of \$2,180.00 (fund number 10010101).

The Emergency Services Department is requesting that Lt. Jen Ransom attend a Child Passenger Safety Basic Awareness class at the Orange Township Fire Department on April 7, 2017 at no cost.

The Emergency Services Department is requesting that Lt. Glen Keating attend an Ohio Resuscitation Summit in Columbus, Ohio on May 4, 2017 at no cost.

The Emergency Services Department is requesting that Mary Reames attend a Fall Prevention Symposium in Columbus, Ohio on April 7, 2017 at the cost of \$75.00 (fund number 10011303).

The Facilities Department is requesting that Gregg Rittenhouse, Scott Amrine, Norm Smith, Lance Hauserburger, Matt Mullins and Kevin Miller attend a Trane Systems, HVAC Control Workshop in Columbus, Ohio on April 12, 2017 at no cost.

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

9

RESOLUTION NO. 17-305

IN THE MATTER OF APPROVING AN AGREEMENT AND ADDENDUM BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY SHERIFF AND ACLOCHÉ STAFFING SERVICES:

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

Whereas, the Sheriff and Sheriff’s Office Staff recommend approval of the agreement and addendum with Acloch  Staffing Services:

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the agreement and addendum with Acloch  Staffing Services:

STAFFING SERVICES AGREEMENT

This STAFFING SERVICES AGREEMENT hereinafter referred to as "Agreement" is entered into and shall be effective as of the 20th day of March, 2017 by and between, Acloch  LLC, an Ohio Limited Liability Company hereinafter referred to as "Acloch ", and Delaware County Sheriff’s Office a(n) Ohio Company hereinafter referred to as "Client".

WHEREAS, Acloch  is engaged in the business of assigning employees to perform services for clients and providing related human resource services and management; and

WHEREAS, Client desires to engage Acloch  to provide such services;

THEREFORE, in consideration of the promises, and of the mutual covenants hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

1) DEFINITIONS:

- a) For purposes of this Agreement, "Client" refers to and includes the entity named above and its parents, subsidiaries, affiliates and successors. This includes Client's facilities located at 149 North Sandusky Street, Delaware, Ohio 43015
- b) For purposes of this Agreement, "Acloch " refers to and means Acloch  LLC, and its parents, subsidiaries, affiliates, and successors.
- c) For the purposes of this Agreement, "Assigned Employee(s)" shall mean individuals provided to Client by Acloch  pursuant to the terms of this Agreement, including but not limited to temporary, supplemental and contingent staff.

2) DUTIES OF ACLOCHE:

- a) Acloch  shall provide to Client the services of Assigned Employee(s) as requested by Client. Client shall use the services of Acloch  as a provider of Assigned Employee(s) for the position(s) set forth on **Exhibit A** for

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Client. Acloché, as the common-law employer of Assigned Employee(s), shall manage the provision of services to Client in accordance with the provisions of this Agreement.

- b) Acloché agrees to assume full responsibility for paying, withholding and transmitting payroll taxes; making unemployment contributions; and handling unemployment and workers' compensation claims involving Assigned Employee(s) with respect to compensation that Acloché has agreed to pay. Assigned Employee(s) shall not be entitled to holidays, vacations, disability, insurance, pensions or retirement plans, or any other benefits offered or provided by Client to its direct employees, unless otherwise set forth on Exhibit A.
- c) Acloché shall comply with federal, state and local labor and employment laws applicable to Assigned Employee(s), including the Immigration Reform and Control Act of 1986 ("IRCA"); the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA"); the Health Insurance Portability and Accountability Act ("HIPAA"); the Family Medical Leave Act ("FMLA"); Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act ("ADA"); the Fair Labor Standards Act ("FLSA"); the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), and the Patient Protection and Affordable Care Act ("ACA").
- d) Acloché, as the common-law employer, has the right to physically inspect the work site and work processes; to review and address, unilaterally or in coordination with Client, Assigned Employee(s) work performance issues; and to enforce Acloché's employment policies relating to Assigned Employee(s) conduct at the worksite.
- e) Acloché will take necessary steps to assure that Assigned Employee(s) perform services hereunder subject to and in accordance with the provisions of Client's regular policies governing professional conduct, safety, dress, working hours, attendance, punctuality, solicitations, smoke-free workplace, workplace violence and bullying, and other on-site policies which are reasonably necessary to the performance of services by the Assigned Employee(s) under this Agreement ("Client Policies"). Contingent upon Client providing written policies to Acloché, Acloché will be solely responsible for enforcement of said Client Policies with respect to the Assigned Employee(s). Assigned Employee(s) shall not be subject to other policies of Client, including but not limited to, disciplinary procedures, time off, leave, or other employment policies of Client.
- f) Acloché may, in its discretion, reasonably terminate, assign or reassign Assigned Employee(s) to provide services under this Agreement, including but not limited to, such termination, assignment or reassignment in connection with discipline under Acloché employment policies, administration of Acloché's time-off, leave and related policies, and otherwise in connection with the conduct of Acloché's business. Such matters are and shall remain solely within the control of Acloché in connection with the Assigned Employee(s).

3) DUTIES OF CLIENT:

- a) Acloché will invoice Client for services provided in accordance with this Agreement on a weekly basis. Payment shall be due upon receipt of the invoice. Client's signature on Acloché's timesheets certifies that the hours shown are correct and that the work was performed to Client's satisfaction and authorizes Acloché to bill Client for the hours worked by the named Assigned Employee(s).
- b) Acloché's service rates by position(s) are attached as Exhibit A, which is incorporated by reference herein. In the event a portion of any invoice is disputed, the undisputed portion shall be paid. Client acknowledges and agrees that in the event any Assigned Employee(s) works more than forty (40) hours in any work week for Client, such Assigned Employee(s) is entitled to overtime compensation as provided by law and Client agrees to an increase in the bill rate to reflect such additional compensation plus applicable markup.
- c) Client agrees to pay upon receipt of invoice and to pay late charges on any unpaid balances after net 15 days from the invoice date at the rate of 1.5% per month (Annual Percentage Rate of 18%) or the maximum legal rate, whichever is higher. Further, Client agrees to pay any and all costs and fees incurred by Acloché resulting from attempts to collect unpaid balances from Client, up to and including reasonable attorney fees and costs of litigation.
- d) Client agrees to properly supervise Assigned Employee(s) performing its work and be responsible for its business operations, products, services and intellectual property.
- e) Client shall provide Assigned Employee(s) with a safe worksite and provide appropriate information, training and safety equipment with respect to any hazardous substances or conditions to which Assigned Employee(s) may be exposed.
- f) Client agrees to not change Assigned Employee(s) job duties without Acloché's express prior written approval.
- g) Client agrees, unless otherwise specified in writing, to assume sole responsibility for providing any and all training and orientation necessary to any Assigned Employee(s) for the performance of job duties.
- h) Client agrees that it will not entrust Assigned Employee(s) with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, social security numbers, bank account numbers, non-public personally identifiable information, negotiable instruments or other valuables without the express prior written permission of Acloché.
- i) Client agrees that it will not assign Assigned Employee(s) to perform any of the following tasks without the express prior written permission of Acloché: lifting of items weighing in excess of fifty (50) pounds; use of inappropriately unguarded machinery; work three (3) feet above floor level; work below ground level; work requiring the use of a respirator; or work involving the handling of hazardous substances as defined by OSHA.
- j) Client will not request or permit any Assigned Employee(s) to use any vehicle (with the exception of forklifts

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pursuant to the terms below), regardless of ownership, in connection with the performance of services for Client.

- k) Client agrees that it will not assign any Assigned Employee(s) to operate a forklift, or similar industrial powered truck, unless Acloché has expressly notified Client, in writing, that the Assigned Employee(s) has been preregistered as a certified forklift operator.
- l) Client agrees that any losses, casualties or damages caused directly or indirectly by any Assigned Employee(s) as a result of Client entrusting the Assigned Employee(s) with any of the items or activities listed above without prior written permission of Acloché shall be the sole responsibility of Client.
- m) Client will not have the authority or right to, and shall not, discipline, counsel, correct, reprimand, suspend, or terminate any Assigned Employee(s) in connection with the performance of services hereunder. Client shall, as soon as reasonably possible, but in any event within one (1) business day, refer to Acloché any and all disciplinary matters which arise concerning any of the Assigned Employee(s), including but not limited to unsatisfactory performance of duties or an alleged failure of any of Assigned Employee(s) to follow Client Policies, and Acloché shall be solely responsible for disciplining any of the Assigned Employee(s), up to and including removal, reassignment or termination. Client shall not remove or cause the removal of any of Assigned Employee(s) from the workplace or job site without Acloché's prior express written consent, except in an emergency, such as, by way of example and not limitation, circumstances reasonably requiring immediate removal of the Assigned Employee(s) for safety reasons, in situations involving workplace violence, to prevent injury or property damage, or in situations reasonably requiring summoning of law enforcement authorities. In emergency circumstances, Client will notify Acloché of such removal as soon as administratively possible.

- 4) **GUARANTEE OF RATES:** Acloché guarantees the service rates as set forth in **Exhibit A through January 2018**, unless there is an increase in payroll taxes or benefits, up to and including government mandated cost increases.

5) INDEPENDENT CONTRACTOR:

- a) The services which Acloché shall render under this Agreement shall be as an independent contractor with respect to each other and to Client. Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, or employer and employee, between Acloché and Client.
- b) Acloché shall provide workers' compensation insurance coverage for Assigned Employee(s) to the extent that liability is not limited pursuant to other factors. The parties agree to immediately notify each other of any injury or accidents or any claim for workers' compensation benefits involving Assigned Employee(s).

- 6) **OSHA COMPLIANCE:** Because Client controls the facilities in which Assigned Employee(s) works, it is agreed that Client is primarily responsible for compliance with the Occupational Safety and Health Act and comparable state laws and regulations to the extent those laws apply to Assigned Employee(s) assigned to Client's facility.

- 7) **EEO COMPLIANCE: Client and Acloché affirm and agree that they are equal employment opportunity** employers and are in full compliance with any and all applicable anti-discrimination laws, rules and regulations. Client and Acloché agree not to harass, discriminate against or retaliate against any employee of the other because of his or her race, national origin, age, sex, religion, disability, marital status or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation. In the event of any complaint of unlawful discrimination, harassment or retaliation by or against any Assigned Employee(s), Client and Acloché agree to cooperate in the prompt investigation and resolution of such complaint.

- 8) **FMLA COMPLIANCE:** Client and Acloché agree that for purposes of all statutory and regulatory requirements for employee leaves of absence, including the Family and Medical Leave Act and any similar state or local law, Client and Acloché shall cooperate in compliance with any such requirements.

- 9) **CONFIDENTIALITY:** Acloché and Client acknowledge that it or its Assigned Employee(s) may be given access to or acquire information which is proprietary to or confidential to Client or Acloché or its affiliated companies and their clients and customers. Any and all such information obtained by either party shall be deemed to be confidential and proprietary information. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purposes whatsoever other than the providing of services under this Agreement.

10) TERM AND TERMINATION:

- a) This Agreement shall be for an initial term of 1 year(s) from the effective date of this Agreement. This Agreement shall be automatically renewed for successive one-year terms unless modified or terminated in accordance with the provisions of this Agreement. The parties agree to waive any notice prior to automatic renewal of this Agreement that may be required by state law.
- b) This Agreement may be terminated by either party upon 30 days' written notice to the other party. Such notice shall be personally delivered or sent by recognized overnight courier or by certified mail, return receipt requested, and shall be effective when received as follows:
- c) Notwithstanding Any Other Provision Of This Agreement, If Client Terminates This Agreement or Notifies Acloché Of Its Intent To Terminate This Agreement, And Client Desires To Have All Or Some Of The signed Employee(S) Continue To Work At Clint's Facilities, Client Shall Pay Acloché The Conversion Fee As Set Forth In The Conversion Fee Schedule In Exhibit A For Each Assigned Employees Then Assigned To Client.

Client:

Delaware County Sheriff's Office
Pam Sonagere

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Director of Administration Service
149 North Sandusky Street
Delaware Ohio

Acloché, LLC
Kimberly A. Shoemaker
CEO
1800 Watermark Drive Suite 430
Columbus, Ohio 43215

11) MISCELLANEOUS:

- a) **Amendments:** No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing and signed by the parties.
- b) **Choice of Law:** This agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
- c) **Waiver:** The waiver by a party of any breach or violation of any provision of this Agreement, shall not operate or be construed as a waiver of any subsequent breach or violation hereof.
- d) **Survival:** The respective obligations of the parties under this Agreement which by their nature or terms will continue beyond the termination of this Agreement, shall survive any termination or expiration of this Agreement.
- e) **Indemnification:** Client agrees to indemnify, defend and hold harmless Acloché from and against any and all losses, claims, causes of action, demands, liens, damages or deficiencies; lawsuits or other legal or administrative proceedings; costs and expenses, including reasonable attorney fees, expenses and costs of litigation; and all other such liabilities that may be incurred or suffered by Acloché as a result of any claim arising from or in connection with the subject matter of this Agreement, to include but not limited to, the negligent performance of services by Client, breach of this Agreement by Client, or non-compliance with any applicable rules, regulations, laws or ordinances by Client.

IN WITNESS WHEREOF, this Agreement has been duly executed by Acloché and Client on the date set forth above.

EXHIBIT A

Staffing Program		
Service	Details	Cost to Client
E-Verify	All Assigned Employee(s) will be confirmed for work eligibility through E-verify, an internet-based system operated by the United States Citizen and Immigration Service (USCIS) that establishes compliance with 1-9 documentation and eligibility to work in the United States.	Included in Service Rate
Enhanced Screening	At Acloché we believe that selecting individuals with the greatest likelihood of success is dependent upon more than good instinct; it requires utilization of proven tools and methods. Acloché has created a customized internal screening process that will ensure Assigned Employee(s) are screened to Client specifications.	Included in Service Rate
Criminal History	Hiring determinations are made based on the individual circumstances and overall qualifications of each individual applicant; applicants with prior convictions for acts of theft, violence, or dishonesty may not be eligible for hire. Applicants are checked against multiple databases to include detail from all 50 states, National Security Registries, State Repositories and Administrative Offices of the Courts, individual County Courts, Sex Offender Registries, Department of Corrections Records, and International Sanctions Lists.	Included in Service Rate

Rate Schedule

Position	Service Rate
File Clerk	1.40% x pay rate

Conversion Fee Schedule

Length of Service	Fee Amount (Percentage of Annual Compensation)
Direct Hire	25%
<160 hours worked	20%
161 - 320 hours worked	15%

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321 —480 hours worked	10%
481 - 640 hours worked	5%
> 640 hours worked	\$500 flat fee

Addendum to contract between Sheriff and Acloche

1. Taxes.

Delaware County, Ohio is a political subdivision and tax exempt. ACLOCHE shall not charge the SHERIFF any tax and agrees to be responsible for all tax liability that accrues to ACLOCHE as a result of this Contract and the Services that ACLOCHE provides to the SHERIFF pursuant to this Contract. The SHERIFF shall, upon request, provide ACLOCHE with proof of exemption.

2. Renewal.

Upon written agreement of the Parties, this Contract may be renewed for successive one (1) year periods subject to the same terms and conditions provided herein and upon any such terms and conditions as may be specifically agreed upon, added and/or amended in writing by the Parties.

3. Confidentiality.

ACLOCHE, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of ACLOCHE, or divulge, disclose, or communicate in any manner, any information that is proprietary to SHERIFF or that is confidential pursuant to law. ACLOCHE and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Upon termination of this Contract, ACLOCHE will return to SHERIFF all records, notes, documentation and other items that were used, created using SHERIFF materials, or controlled by ACLOCHE during the term of this Contract. Notwithstanding the foregoing, such materials will not include any work of authorship which was fixed in a tangible medium of expression by ACLOCHE prior to the Effective Date, any intellectual property or other proprietary or trade secret information conceived or originated by ACLOCHE prior to the Effective Date, or any discovery, concept, or idea conceived, created, or acquired by Contractor or its officers, employees, agents and the like prior to the Effective Date.

4. Governing Law.

This Contract shall be construed in accordance with the laws of the State of Ohio and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

5. Assignment and Subcontracting.

The Parties may not assign, subcontract, or transfer this Contract.

6. Access to Records.

At any time, during regular business hours, with reasonable notice, and as often as the SHERIFF or other agency or individual authorized by the SHERIFF may deem necessary, ACLOCHE shall make available to the SHERIFF and/or individual authorized by the SHERIFF all books, records, documents, papers, subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. The SHERIFF and/or individual authorized by the SHERIFF shall be permitted by the Contractor to inspect, audit, make excerpts, photo static copies, and/or transcripts of any and all such documents relating to all matters covered by this Contract. ACLOCHE acknowledges that Ohio's Public Records laws applies to this agreement and agrees not to assert any claim that would interfere with SHERIFF complying with a valid public record's request. Notwithstanding the foregoing, and unless otherwise required by applicable statute, such materials will not include any work of authorship which was fixed in a tangible medium of expression by ACLOCHE prior to the Effective Date, any intellectual property or other proprietary or trade secret information conceived or originated by ACLOCHE prior to the Effective Date, or any discovery, concept, or idea conceived, created, or acquired by Contractor or its officers, employees, agents and the like prior to the Effective Date.

7. Retention of Records.

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ACLOCHE shall retain and maintain for a minimum of three (3) years after reimbursement compensation for Services rendered under this Contract all books, records, documents, papers, subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract or the retention period, the Contractor shall retain and maintain such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

8. Campaign Finance - Compliance with RC § 3517.13.

Ohio Revised Code Section 3517.13 1(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. ACLOCHE 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 SHERIFF from entering, proceeding with, and or performing the Contract. Such certification is attached to this Contract as Exhibit A and by this reference made a part of this Contract.

9. Certification for Findings for Recovery.

By signature of its representative below, ACLOCHE hereby certifies that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.
Kimberly Shoemaker, Authorized Representative

8. Insurance.

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

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

Commercial General Liability Insurance with coverage in an amount equal to and covering all sums which ACLOCHE may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of or at least one million dollars (\$1,000,000.00) coverage per occurrence with an annual aggregate of at least two million dollars (\$2,000,000.00), including coverage for subcontractors, if any are used, covering any and all work performed under this Contract.

Auto Vehicle Liability Insurance covering all owned, leased, non-owned, and or hired vehicles used in providing the Services, used in connection with the Services, and or otherwise for the SHERIFF and/or the Sheriff with coverage in an amount equal to that required by law and covering all sums which ACLOCHE may or shall become legally obligated to pay as damages, but in an amount providing for minimum coverage of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars (\$100,000.00) per accident for property damage or more as may be required for particular vehicles or particular uses of vehicles as required by applicable law.

The SHERIFF shall be named as "Additional Insured" on the policies listed in paragraphs A and B above.

ACLOCHE shall be responsible for any and all premiums for all required policy(ies) of insurance.

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

All insurance shall be written by insurance companies licensed to do business in the State of Ohio and in good standing with the Ohio Department of Insurance.

The above required insurance coverage shall be primary insurance as respects the Indemnified Parties and any insurance maintained by the Indemnified Parties shall be excess to the above required insurance and shall not contribute to it.

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

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

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

11. Worker's Compensation Insurance.

ACLOCHE shall carry and maintain throughout the life of the Agreement Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. ACLOCHE shall be responsible for any and all premiums for such policy(ies). At any time throughout the life of the Agreement the SHERIFF or Sheriff may request proof of such insurance or of ACLOCHE's exemption from the requirements for such insurance. Proof of such insurance shall be promptly provided upon its request.

12. Independent Contractor Acknowledgement/No Contribution to OPERS.

The SHERIFF and Delaware County, Ohio (for purposes of this section collectively "County") are public employers as defined in R.C. § 145.01(D). The County has classified ACLOCHE as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of ACLOCHE and or any of its officers, officials, employees, representatives, agents, and or volunteers for services and or deliverables rendered and or received under or pursuant to this Contract. ACLOCHE acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If ACLOCHE is an individual or has less than five (5) employees, ACLOCHE, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor Acknowledgement Form ("Form"). The Form is attached hereto as Exhibit B and by this reference is incorporated as a part of this Contract. The SHERIFF shall retain the completed Form(s) and immediately transmit a copy(ies) of it them to OPERS.

If ACLOCHE has five (5) or more employees, ACLOCHE, by signature of its representative below, hereby certifies such fact in lieu of completing the Form: Authorized Representative, Kim Shoemaker

13. Non-discrimination.

ACLOCHE certifies and agrees as follows:

ACLOCHE, all subcontractors, and or any person acting on behalf of ACLOCHE or any subcontractor shall comply with any and all applicable federal, state, and or local laws prohibiting discrimination and providing for equal opportunity.

ACLOCHE, all subcontractors, and or any person acting on behalf of ACLOCHE or any subcontractor shall not in any way or manner discriminate on account of race, color, religion, sex, age, disability, handicap, sexual orientation, gender identity, or military status as defined in R.C. § 4112.01, national origin, or ancestry.

14. Accessibility.

ACLOCHE certifies and agrees as follows:

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ACLOCHE, all subcontractors, and or any person acting on behalf of ACLOCHE or any subcontractor shall make all services programs provided pursuant to this Contract accessible to the disabled/ handicapped.

ACLOCHE, all subcontractors, and/ or any person acting on behalf of ACLOCHE or any subcontractor shall comply with any and all applicable federal, state, and or local laws mandating accessibility and Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.O 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto.

15. Headings.

The subject headings of the paragraphs in this Contract are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

16. Certification Regarding Personal Property Taxes.

By signature of its representative below, ACLOCHE hereby certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Authorized Representative, Kim Shoemaker

17. Drug Free Environment.

ACLOCHE 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. ACLOCHE 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 in any way.

18. Statement Regarding Conflicts of Interest.

The Provider is unaware of and certifies that there are no conflicts of interest, either involving it or its employees, that would prohibit the Provider from Kim Shoemaker entering this Agreement and agrees to immediately notify the Provider when and if it becomes aware of any actual or potential conflict(s) of interest that arise during the term of the Agreement.

19. No Exclusivity

ACLOCHE shall not be the exclusive provider of the crime analysis services to the SHERIFF. SHERIFF, in its sole discretion, may utilize other contractors to perform / provide the same or similar services.

20. No Competitive Bidding

Consistent with R.C. § 307.86 and the requirements of such statute, this Contract is not required to be competitively bid. The Court does not desire to competitively bid this Contract.

21. Prevailing Provisions

In the event of a conflict between provisions of this addendum and other provisions, the provisions of this addendum shall prevail.

22. County Policies

The Contractor shall be bound by, conform to, comply with, and abide by all current applicable Delaware County policies, including, but not limited to, the Contractor Safety Policy, Computer Use Policy, Social Media Policy, and Internet Use Policy (collectively "County Policy") and shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with County Policy and shall be responsible for such compliance. The County may, in its sole discretion immediately terminate this Agreement for failure of the Contractor or any of its employees to comply with County Policy. Copies of County Policy are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind County Policy at any time and without notice.

23. Drafting, Counterparts, and Signatures.

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This Contract shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary. This Contract may be executed in counterparts. Any person executing this Contract in a representative capacity hereby warrants that he she has authority to sign this Contract or has been duly authorized by his her principal to execute this Contract on such principal's behalf and is authorized to bind such principal.

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

10

RESOLUTION NO. 17-306

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE DELAWARE COUNTY SHERIFF'S OFFICE:

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

Transfer of Appropriation

From	To	
29031318-5001 Concealed Handgun/Compensation	29031318-5201 Concealed Handgun/General Supplies	10,000.00
29031318-5380 Concealed Handgun/Other Services	29031318-5260 Concealed Handgun/Inventoried Equipment	30,000.00

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

11

RESOLUTION NO. 17-307

IN THE MATTER OF APPROVING TITLE IV-D CONTRACTS BETWEEN THE CHILD SUPPORT ENFORCEMENT AGENCY AND THE DELAWARE COUNTY SHERIFF'S OFFICE AND THE DELAWARE COUNTY DOMESTIC COURT:

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

Whereas, the Director of the Child Support Enforcement Agency recommends approval of the following Title IV-D contracts;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following Title IV-D contracts with the Delaware County Sheriff's Office And The Delaware County Domestic Court:

Delaware County Sheriff's Office

**Ohio Department of Job and Family Services
IV-D CONTRACT**

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Delaware County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Delaware County Sheriff (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

1. **IV-D Contract Period:** The IV-D Contract is effective from 01/01/2017 through 12/31/2017, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.

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2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: One hour of service provided by the Sheriff's Office for the Child Support Enforcement Agency including service of process and extradition if needed; investigation; execution of warrants; and security if needed.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative
--------------------------------------------	---------------------------------------------

4. **IV-D Contract Costs:**

- 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$62.89 per Unit of Service as determined by:
- The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
 - The procurement process for a IV-D Contract with a private entity.

4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$105,345.54

5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

- 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$35,817.48	Local Sources
FFP Reimbursement	\$69,528.06	
Total IV-D Contract Cost	\$105,345.54	

- 5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

6. **Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards **are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."**

7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:30 a.m and 4:30 p.m on the following days Monday - Friday with the exception of the following days: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Little Brown Jug Day (after 12 P.M.), Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (after 12:00 P.M.), Christmas Day, New Year's Eve (after 12:00P.M.) and New Year's Day..

8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:

- **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
- **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.

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9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.

When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.
15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.

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21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
23. **Termination:** This IV-D Contract may be terminated:
- 23A. By mutual agreement at any time after the date on which the two parties reach their decision.
- 23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
- 23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
- 23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
- 23E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
- 23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

Delaware County Domestic Court

**Ohio Department of Job and Family Services
IV-D CONTRACT**

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Delaware County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Delaware County Domestic Court (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

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Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

1. **IV-D Contract Period:** The IV-D Contract is effective from 01/01/2017 through 12/31/2017, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: A hour of the Magistrates time spent on IV-D CSEA initiated or IV-D non-CSEA initiated cases.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. Optional Purchase of Non-CSEA Initiated Activities: In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative
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4. IV-D Contract Costs:

- 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$83.32 per Unit of Service as determined by:
 - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
 - The procurement process for a IV-D Contract with a private entity.
- 4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$166,648.39

5. Availability of Funds: The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

- 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$56,660.45	Local Sources
FFP Reimbursement	\$109,987.94	
Total IV-D Contract Cost	\$166,648.39	

- 5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

6. Performance Standards: The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."

7. Access to the Public: The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:30 a.m and 4:30 p.m on the following days Monday - Friday with the exception of the following days: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Little Brown Jug Day (after 12 P.M.), Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (after 12:00 P.M.), Christmas Day, New Year's Eve (after 12:00P.M.) and New Year's Day..

8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or

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modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:

- **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
- **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.

9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.

When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.
15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.

17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.

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18.Independent Capacity for the Contractor: The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.

19.Confidentiality: The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.

20.Americans with Disabilities Act (ADA) Compliance: The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.

21.Civil Rights: The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.

22.Equal Employment Opportunity: In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

23.Termination: This IV-D Contract may be terminated:

- 23A.** By mutual agreement at any time after the date on which the two parties reach their decision.
- 23B.** If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
- 23C.** If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
- 23D.** If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
- 23E.** If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
- 23F.** If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

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

12

RESOLUTION NO. 17-308

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IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION TO DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD THE T.E.A.M. (TOGETHER EVERYONE ACHIEVES MORE) MENTORING PROGRAM FOR DELAWARE COUNTY JUVENILE AND PROBATE COURT:

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

Grant #	TEAM (Together Everyone Achieves More) Mentoring
Source:	Delaware-Morrow Mental Health & Recovery Services Board
Grant Period:	07-01-2017 thru 06-30/2018
Grant Amount:	\$45,952.00
Local Match:	<u>0.00</u>
Total Grant Amount:	\$45,952.00

The T.E.A.M. Mentoring Program strives to reduce the delinquent and unruly behaviors of youth, ages 10 to 14, through role-modeling and advocacy services provided by trained adult mentors, who expose youth to positive activities, alternatives to substance abuse, new life experiences and education.

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

13
RESOLUTION NO. 17-309

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR JUVENILE COURT:

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

Transfer of Appropriation

From	To	
27526315-5001	27526315-5319	500.00
State Victim Asst Grant/Compensation	State Victim Asst Grant/Reimbursement	
27526315-5101	27526315-5319	303.45
State Victim Asst Grant/Health Insurance	State Victim Asst Grant/Reimbursement	

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

14
RESOLUTION NO. 17-310

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

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

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

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

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<u>Item/Asset Type</u>	<u>Manufacturer/Model</u>	<u>Serial Number/Asset Number</u>
Aeration Blower	Aerzen	708217 1995
Oil Drums		
Wood Pallets		
20 Gallon Parts Washer	Ironsmith	5092566
Control Cabinet	Conspec Controls	SA99296
Scale	Mettler	722563
Bug Zappers	Flowtron	

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

15
RESOLUTION 17-311

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND SOUTHERN SALES COMPANY FOR THE PURCHASE OF GOODS FOR THE PUMP STATION UPGRADE PROJECT AT THE SOLID WASTE TRANSFER STATION:

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

Whereas, Delaware County Board of Commissioners entered into an Agreement with Hazen and Sawyer P.C. on March 10, 2016 for Professional Services for the Solid Waste Transfer Station Pump Station Upgrade Project;

Whereas, it has been determined that it is necessary to purchase two submersible grinder pumps and related parts and equipment to complete the needed upgrades;

Whereas, the Sanitary Engineer recommends approval of the following Agreement;

Now, Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following Agreement with Southern Sales Company for the purchase of goods for the Pump Station Upgrade Project at the Solid Waste Transfer Station.

SOUTHERN SALES COMPANY AGREEMENT
(A copy of this agreement is available in the Regional Sewer District Department and in the Commissioner’s Office until no longer of administrative value)

Furthermore, Be It Resolved that the Delaware County Board of Commissioners approve a purchase order with Southern Sales Company in the amount of \$28,730.00 from org key 68011916-5428.

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

16
RESOLUTION NO. 17-312

IN THE MATTER OF APPROVING THE SANITARY SEWER DEVELOPER’S AGREEMENT FOR OFFSITE SANITARY SEWER AND FORCE MAIN IMPROVEMENTS FOR THE RESERVE AT SCIOTO GLENN PHASE 1:

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

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

THEREFORE, BE IT RESOLVED that the Board of Commissioners approve the Sanitary Sewer Developer’s Agreement for Offsite Sanitary Sewer and Force Main Improvements for The Reserve at Scioto Glenn Phase 1.

DEVELOPER’S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 30th day of March 2017, by and between **Metro Development**, hereinafter called “Developer”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”), and is governed by the following considerations and conditions, to wit:

The Developer is to construct, install or otherwise make all public improvements (the “Improvements”) shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **OFFSITE SANITARY SEWER AND FORCE MAIN IMPROVEMENTS FOR THE**

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RESERVE AT SCIOTO GLENN PHASE 1, dated **February 9, 2017**, and approved by the County on February 16, 2017, all of which are a part of this Agreement. The Developer shall pay the entire cost and expense of the Improvements.

SECTION II: CAPACITY

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

SECTION III: FINANCIAL WARRANTY

The Developer shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$367,062**) which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.

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

The Developer further agrees that any violations of or noncompliance with any of the provisions and stipulations of this Agreement shall constitute a breach of contract, and the County shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the Improvements for **Offsite Sanitary Sewer and Force Main Improvements for The Reserve at Scioto Glenn Phase 1**.

SECTION IV: FEES

It is further agreed that upon execution of this Agreement, the Developer shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of **Offsite Sanitary Sewer and Force Main Improvements for The Reserve at Scioto Glenn Phase 1 (\$8,199.17)**. The Developer shall also deposit with the Delaware County Sanitary Engineer the sum of **\$19,875.00** estimated to be necessary to pay the cost of inspection for **Offsite Sanitary Sewer and Force Main Improvements for The Reserve at Scioto Glenn Phase 1** by the Delaware County Sanitary Engineer. The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Developer and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the Delaware County Sanitary Engineer shall be reimbursed from charges against the deposit. At such time as the fund has been depleted to a level of \$600.00 or less, as a result of charges against the fund at the rate of:

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

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

In addition to the charges above, the Developer shall pay the cost of any third party inspection services for **Offsite Sanitary Sewer and Force Main Improvements for The Reserve at Scioto Glenn Phase 1** as required by the County.

SECTION V: CONSTRUCTION

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

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

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

If, due to unforeseen circumstances during construction activities, the Developer must install any of the

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

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

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

SECTION VI: EASEMENTS

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

SECTION VII: COMPLETION OF CONSTRUCTION

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

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

- (1) "As built" drawings of the Improvements which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer and Delaware County Engineer and/or the City of Powell. The drawings shall be on reproducible Mylar (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in .DWG format & .PDF format. If each or any Section/Phase/Part is accepted separately, DEVELOPER agrees to provide as built drawings for each Section/Phase/Part as requested and one complete set of as built drawings for the **Offsite Sanitary Sewer and Force Main Improvements for The Reserve at Scioto Glenn Phase 1** Sanitary Sewer Improvement Plan with the last final acceptance.
- (2) An Excel spreadsheet, from a template as provided by the Delaware County Sanitary Engineer, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) An itemized statement showing the cost of the Improvements.
- (4) An Affidavit or waiver of lien from all contractors associated with the project that all material and labor costs have been paid. The Developer shall indemnify and hold harmless the County from expenses or claims for labor or materials incident to the construction of the Improvements.
- (5) Documentation showing the required sanitary easements.

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

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

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

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SECTION VIII: SIGNATURES

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

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

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ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator

- The Village of Sunbury came to the Engineer’s office yesterday to discuss land development, particularly in the 71 corridor. Will keep you posted on the developments.
- An article in the paper yesterday declared that, once again, Delaware County is the healthiest county in the state.

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell

- Regional Planning is planned for this evening at 6:30 PM
- Attended a meeting with the Child Support Enforcement Agency Director, Joyce Bowens regarding a fatherhood initiative/grant and how to best use it.

Commissioner Benton

- The Investment Committee met this morning.
- There will be an Open House at the District 6 ODOT office tomorrow from 11-2.
- Just posted this morning are openings for the DKMM Policy Committee and the Delaware Visitors & Convention Board. Applications are online.

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners