

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 17, 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
Barb Lewis, Commissioner

**1
RESOLUTION NO. 17-369**

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 13, 2017:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on April 13, 2017; 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. 17-370**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0414:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0414 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R1702961	BAKERS COMMUNICATIONS INC	CDBG PY16 WEATHER RADIO PROJECT	23011705 - 5365	\$8,988.90
R1703194	SPEAKWRITE LLC	TRANSCRIPTION SERVICES JOB AND FAMILY	22511607 - 5301	\$20,000.00

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

**5
RESOLUTION NO. 17-371**

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Economic Development Department is requesting that Bob Lamb attend an International City Manager Association 2017 National Conference in San Antonio, Texas from October 21-25, 2017 at the cost of \$2800.00 (fund number 21011113).

The Department of Job and Family Services is requesting that Marsha Ames, Debra Landacre, Jodi Scheff, Nicky Detweiler, Tammy Mannasmith, Steve Sikora, David Dombrosky, Madison May, Crystal Smith, Charmaine Dukes, Renee Menssen, Lynn Stacey, Steve Ehrle, Angela O'Brien, Angela Thomas, Judy Elliot, Allison Pittman, Joy Vanzant, Christi Friley, Dnaiel Post, Wallene Werner, Tim Hackworth, Heidi Rayburn, Breanne Williamson, Robin Hazelrigg, Megan Rivers, Carra Woolwine, Ashley Johnson, Lynne Rodriguez and Kayla Worthington attend the Ohio Job and Family Services Director's Association 2017 Training Conference, from May 18th – May

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19th in Columbus, OH at the cost of \$5,744.00.

The Regional Sewer District is requesting that Janet Fawcett attend a Microsoft Excel Basics & Beyond Training in Columbus, Ohio on June 22 and June 23, 2017 at a total cost of \$189.20 from fund 66211901.

The Regional Sewer District is requesting that Mike Frommer and Tiffany Maag attend the OWEA 2017 Technical Conference & Expo in Cincinnati, Ohio from June 26 to June 29, 2017 at a total cost of \$1,770.00 from fund 66211902.

The Regional Sewer District is requesting that Mason Janczak and Tiffany Maag attend a 2017 Collection Systems Specialty Workshop in Lewis Center, Ohio on May 2, 2017 at a total cost of \$370.00 from fund 66211902.

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

6

RESOLUTION NO. 17-372

IN THE MATTER OF A STOCK TRANSFER REQUEST FROM WELL SEASONED KITCHENS LLC DBA YABOS TACOS & PATIO AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Genoa Township Trustees that Well Seasoned Kitchens LLC DBA Yabos Tacos & Patio located at 7097 SR3 S/ End Unit & Patio Only and

Whereas, the Delaware County Board of Commissioners has found no reason to file an objection,

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

7

RESOLUTION NO. 17-373

IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR WEDGEWOOD PARK NORTH AND SUNSET COVE ESTATES, RESERVE A, DIVISION #1:

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

Wedgewood Park North

Whereas, The Paragon Building Group has submitted the Plat of Subdivision (“Plat”) for Wedgewood Park North, 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 February 6, 2017; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on February 6, 2017; 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 February 7, 2017; 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 February 13, 2017; 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 April 3, 2017.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Wedgewood Park North.

Wedgewood Park North:

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Situated in the State of Ohio, County of Delaware, Township of Liberty, located in Farm Lot Number 8, Quarter Township 3, Township 3 North, Range 19 West, United State Military Lands, and containing 14.307 acres of land, more or less, conveyed to The Paragon Building Group, Ltd., by deed of record in Official Record 1422, Page 2372, Recorder’s Office, Delaware County, Ohio. Cost \$42.

Sunset Cove Estates, Reserve A, Division #1:

Whereas, Gerald W. Borin and Lois Borin have submitted the Plat of Subdivision (“Plat”) for Sunset Cove Estates, Reserve A, Division #1, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Orange Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on November 16, 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 November 16, 2016; and

Whereas, Delaware County General Health District has reviewed the Plat and Plans for conformance with its rules and regulations and approved said plat on November 17, 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 January 7, 2017; 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 February 22, 2017; 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 April 3, 2017.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Sunset Cove Estates, Reserve A, Division #1.

Sunset Cove Estates, Reserve A, Division #1:

Situated in the Township of Liberty, County of Delaware, State of Ohio, located in Farm Lot 22, Section 2 township 3 North, Range 19 West, United States Military Lands, and being part of Reserve “A” of Sunset Cove Estates, of record in Plat Book 7, Page 149, County Recorder’s Office, Delaware, Ohio. Cost: \$9.00.

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

**8
RESOLUTION NO. 17-374**

IN THE MATTER OF APPROVING DITCH MAINTENANCE PETITIONS AND THE DITCH MAINTENANCE ASSESSMENTS FOR WEDGEWOOD PARK NORTH; BRAUMILLER WOODS SECTION 3; AND LIBERTY TRACE SECTION 3, PHASE A:

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

Wedgewood Park North

WHEREAS, on April 17, 2017, a Ditch Maintenance Petition for Wedgewood Park North 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 Wedgewood Park North located off of McDowell Drive in Liberty Township; and

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

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

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

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

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

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

The cost of the drainage improvements is \$252,373.13 for the benefit of the lot(s) being created in this site. 14 lots are created in these plats and each lot received an equal share of the benefits (cost) of the project. The basis for calculating the assessment for each lot is therefore \$18,026.65 per lot. An annual maintenance fee equal to 2% of this basis (\$360.53) will be collected for each lot. We (I) understand 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 \$5,047.46 has been paid to Delaware County, receipt of which is hereby acknowledged.

Braumiller Woods Section 3

WHEREAS, on April 17, 2017, a Ditch Maintenance Petition for Braumiller Woods Section 3 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 Braumiller Woods Section 3 located off of Braumiller Road in the City of Delaware; and

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

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

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

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

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

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

The cost of the drainage improvements is \$152,328.22 for the benefit of the lot(s) being created in this site. 38 lots are created in these plats and each lot received an equal share of the benefits (cost) of the project. The basis for calculating the assessment for each lot is therefore \$4,008.64 per lot. An annual maintenance fee equal to 2% of this basis (\$80.17) will be collected for each lot. We (I) understand 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 \$3,046.46 has been paid to Delaware County, receipt of which is hereby acknowledged.

Liberty Trace Section 3, Phase A

WHEREAS, on April 17, 2017, a Ditch Maintenance Petition for Liberty Trace Section 3, Phase A 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 Liberty Trace Section 3, Phase A located off of Liberty Road in Liberty Township; and

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

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

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

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

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

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

The cost of the drainage improvements is \$234,347.29 for the benefit of the lot(s) being created in this site. 17 lots are created in these plats and each lot received an equal share of the benefits (cost) of the project. The basis for calculating the assessment for each lot is therefore \$13,785.13 per lot. An annual maintenance fee equal to 2% of this basis (\$275.70) will be collected for each lot. We (I) understand 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 \$4,686.90 has been paid to Delaware County, receipt of which is hereby acknowledged.

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

9
RESOLUTION NO. 17-375

IN THE MATTER OF APPROVING A COOPERATIVE PROJECT AGREEMENT BETWEEN DELAWARE COUNTY AND THE CITY OF POWELL FOR IMPROVEMENTS TO THE INTERSECTION OF LIBERTY ROAD AND SELDOM SEEN ROAD:

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

Whereas, the County Engineer recommends approval of a Cooperative Project Agreement between Delaware County and The City of Powell for improvements to the intersection of Liberty Road and Seldom Seen Road as follows:

**COOPERATIVE PROJECT AGREEMENT
BETWEEN
DELAWARE COUNTY
AND
THE CITY OF POWELL
FOR IMPROVEMENTS TO THE INTERSECTION OF
LIBERTY ROAD AND SELDOM SEEN ROAD**

This Agreement made by and between the Board of Commissioners of Delaware County (“County”) and the City of Powell (“City”), hereinafter known as the Parties to the Agreement;

WHEREAS, the City of Powell Engineer (“City Engineer”) and the Delaware County Engineer (“County Engineer”) have determined the need to make safety and traffic flow improvements to the intersection of Liberty Road and Seldom Seen Road including construction of a traffic signal and related improvements (the “Improvements”); and,

WHEREAS, the Parties desire to cooperate for the purpose of undertaking a Project to improve said intersection;

WITNESSETH:

In consideration of the mutual benefits accruing to both Parties, each Party hereby agrees as follows:

1 SCOPE OF PROJECT

1.1 The Project will consist of constructing a traffic signal with turn lanes at the intersection of Liberty Road (Liberty Street) and Seldom Seen Road for the purposes of improving traffic flow, mobility and safety at the intersection, together with any incidental work as determined necessary to complete the Project by the mutual agreement of the City Engineer and County Engineer. The construction plans shall be prepared in such a manner as to provide project flexibility for the purpose of being able to construct the traffic signals improvements as a stand-alone project, as determined necessary by the City.

2 INITIATION OF PROJECT

2.1 The Parties will each enact necessary legislation to declare the Project necessary either as part of the resolution approving this Agreement or by separate action.

3 AUTHORITY OF ENGINEER

3.1 The County authorizes the County Engineer, and the City authorizes the City Engineer to administer and carry out the provisions of this contract on its behalf and to take such necessary actions to complete the Project as contemplated by this Agreement. Such authority will not include approval of agreements or obligations upon the county that would otherwise require County or City approval, except where specifically enumerated within this Agreement.

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4 PROJECT COSTS

- 4.1 Each Party will pay for **fifty percent (50%)** of the Total Cost of the Project.
- 4.2 For the purposes of this Agreement, the Total Cost of the Project shall include all engineering, environmental, utility relocation, utility connection, right of way land purchase and acquisition services, construction, inspection and testing expenses determined to be necessary for completion of the project by both Parties, but shall exclude any salaries, benefits and direct costs related to the performance of work by regular employees of the Parties on the Project.

5 ENGINEERING

- 5.1 **The County** will select a consulting engineering firm(s) (the “Consultant(s)”) to provide preliminary engineering services including design and environmental services for the Project through a qualifications based selection process conforming to Ohio Department of Transportation (ODOT) requirements, and will negotiate a fair and reasonable fee for performance of said services, and will provide copies of all proposals to **the City** for review, and **the City** will promptly review said submittals within 14 days or other reasonable timeframe agreed by the Parties.
- 5.2 **The City** will approve the fee proposal prior to **the County** entering into contract with the selected Consultant.
- 5.3 **The County** will administer the Consultant contract and the preliminary engineering phase of the project, including preparation of all surveys, plans, reports, specifications and estimates for the Project.
- 5.4 **The County** will provide copies of design submittals, including all surveys, plans, reports, specifications and estimates to **the City** for review, and **the City** will promptly review said submittals within 30 days or other reasonable timeframe as agreed by the Parties.
- 5.5 The Parties will cooperate to hold meetings as required for the Project.

6 RIGHT OF WAY ACQUISITION

- 6.1 **The County** will acquire the necessary rights of way for the Project in accordance with Chapter 163 of the Ohio Revised Code, and will perform, or obtain through a qualified consultant, all title research, appraisals, negotiation, closing and recording for all parcels involved in the Project.
- 6.2 Prior to making any good faith offer to acquire property for the Project, **the County** will provide copies of appraisals and the good faith offer to **the City** for review, and **the City** will promptly review said submittals within 14 days or other reasonable timeframe agreed by the Parties.
- 6.3 **The City** will approve all good faith offers prior to **the County** making the offer for parcels located within **the City**.
- 6.4 If the County is unable to acquire the necessary rights of way through good faith negotiation, **the County** will file for appropriation of any parcels located outside of the City corporation limits, will deposit the estimated compensation due the property owner, litigate the case and make any additional payments as are required by settlements or judgments.
- 6.5 The City will file appropriation for any parcels located within the City corporation limits, will deposit the estimated compensation due the property owner, litigate the case and make any additional payments as are required by settlements or judgments.
- 6.6 The Parties agree to attend meetings and assist each other in the acquisition of right of way in any other manner as is reasonably necessary to complete the Project.
- 6.7 If employing the assistance of an acquisition agent or firm, **the County** will negotiate a fair and reasonable fee for performance of said services, and will provide **the City** a reasonable opportunity to review the fee prior to entering into contract with said firm(s).
- 6.8 If necessary, upon completion of acquisition, **the County** will certify to ODOT and/or any other agency as necessary, that the acquisition of all necessary rights of way is completed.
- 6.9 With respect to interest being obtained in the right of way for the Project, **the County** will make proper notation on the right of way plans and will prepare instruments of conveyance to acquire all necessary rights of way for the Project as follows:
- 6.9.1 All permanent right of way, including easement or fee simple interest in properties situated within unincorporated areas will be acquired in the name and for the use of the “**Delaware County Board of Commissioners**”; and,

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6.9.2 All permanent right of way, including easement or fee simple interest in properties situated within the corporation limits of the City will be acquired in the name and for the use of “**City of Powell**”

6.9.3 All temporary easements or work agreements, regardless of location, will be acquired in the name and for the use of the “**Delaware County Board of Commissioners**”.

7 UTILITIES

7.1 **The County** will order relocation of facilities and coordinate the relocation of affected utilities on the Project.

7.2 For any reimbursable utility relocations, **the County** will provide an estimate of the cost of such relocations to **the City** for approval prior to authorizing the work.

7.3 If required, **the County** will certify to ODOT or other public agency as necessary that right of way acquisition is complete and that utility relocation is completed or will be completed to proceed to receive necessary ODOT or federal authorization(s) to bid the construction contract for the Project.

8 CONSTRUCTION

8.1 **The County** will act as the lead Local Public Agency and administer the construction phase of the Project including approving necessary agreements with ODOT, bidding and awarding the construction contract and managing the construction contract, including providing for the necessary inspection and testing of work.

8.2 If the Project is constructed in Phases, **the County** will administer each Phase.

8.3 **The County** will not proceed with any contract modifications or order work in excess of ten (10) percent of the contract amount without written consent of **the City**, ODOT or any applicable agency that provides funding for the project.

9 COST ACCOUNTING AND PAYMENT

9.1 The Parties agree to each keep a detailed record of all eligible expenses relating to this Project and to transmit copies of the same to the other Party for its review when an invoice is submitted or otherwise when so requested.

9.2 **The County** will pay for all Project costs initially and invoice **the City** for its share of expenses incurred to date by **the County** up to four (4) times per year, no more frequently than quarterly and **the City** will pay the invoice within 30 days of approval.

10 OPERATION AND MAINTENANCE OF THE PROJECT

10.1 During the construction of the Project and until final acceptance by the Parties, **the County** will operate and maintain the improvements.

10.2 **The City** will maintain the completed traffic signal and lighting and pay all costs associated with supply of electrical energy. **The County** and **City** will maintain all other portions of the Project based on their respective jurisdictions and as otherwise required by law or by prior agreement(s).

11 GENERAL PROVISIONS

11.1 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, will constitute the entire understanding and agreement, will supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

11.2 **Financial Audits:** The agency managing the respective phase of work of the Project will be responsible for conducting and coordinating any federal or state audits of funds provided in those phases.

11.3 **Governing Law:** This Agreement will be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement will be filed in and heard before the courts of Delaware County, Ohio.

11.4 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and will not affect the construction or interpretation of any of its provisions. This Agreement will be deemed to have been drafted by both parties and no purposes of interpretation will be made to the contrary.

11.5 **Waivers:** No waiver of breach of any provision of this Agreement will 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 will be deemed waived, and no breach excused, unless such a waiver or consent

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is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver will not constitute and will not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

- 11.6 **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance will 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 will be held invalid or unenforceable will not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof will, in all other respects, continue to be effective and to be complied with.

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

**10
RESOLUTION NO. 17-376**

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY OF POWELL AND DELAWARE COUNTY FOR RESURFACING OF SAWMILL PARKWAY:

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

Whereas, the County Engineer recommends approval of a Cooperative Agreement between Delaware County and The City of Powell for resurfacing Sawmill Parkway as follows:

**COOPERATION AGREEMENT
BY AND BETWEEN
THE CITY OF POWELL
AND
DELAWARE COUNTY
FOR RESURFACING OF SAWMILL PARKWAY**

This Agreement is made and entered into this 17th day of April, 2017 by and between the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (the “County”), and the City of Powell, 47 Hall Street Powell, OH 43065 (the “City”), hereinafter referred to individually as “Party” or collectively as the “Parties”.

1 AUTHORITY

- 1.1 Pursuant to section 9.482 of the Revised Code, a political subdivision may enter into an agreement with another political subdivision whereby a contracting political subdivision agrees to exercise any power, perform any function, or render any service for another contracting recipient political subdivision that the contracting recipient political subdivision is otherwise legally authorized to exercise, perform, or render.

2 PURPOSE

- 2.1 The City and County desire to make improvements to SAWMILL PARKWAY, COUNTY ROAD NUMBER 609 including MICRO SURFACING from THE FRANKLIN COUNTY LINE TO SELDOM SEEN ROAD (the “Project”).
- 2.2 This Agreement shall establish the terms and conditions whereby the Parties will cooperate to undertake the Project.

3 NOTICES

- 3.1 Notices served under this Agreement shall be made in writing to the representatives of each party listed below:

3.1.1 County:

Robert Riley, PE, PS
Chief Deputy Engineer
50 Channing Street
Delaware, OH 43015
email: rriley@co.delaware.oh.us

3.1.2 City:

Chris Huber, P.E.
City Engineer
47 Hall St.
Powell, OH 43065

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email: CHuber@cityofpowell.us

4 MANAGEMENT OF PROJECT

- 4.1 The County, acting through the County Engineer will design, administer bidding and award the construction contract and manage the construction of the Project, and shall coordinate the same with the City Engineer, allowing reasonable opportunity for the City to provide comments and approvals of plans, specifications, and estimates for the Project.

5 ESTIMATED COSTS

- 5.1 The estimated costs of the project are as follows:

5.1.1	Total Cost of Project:	\$ 499,268.74
5.1.2	County Share:	\$ 350,035.26
5.1.3	City Share:	\$ 149,233.48

- 5.2 The City and County acknowledge that the estimated costs are based on the County Engineer's opinion of probable construction costs, and that the cost sharing as specified above shall apply to the actual work performed in accordance with the plans and specifications for the Project at the awarded contract unit price, and that the share for any lump sum contract items shall be apportioned pro rata based upon the amount of work performed within the City and County jurisdictions as determined by County Engineer.

6 COST PARTICIPATION

- 6.1 The County shall pay all construction estimates due to the Contractor upon completion of the work, including partial estimates.
- 6.2 The City shall reimburse the County for all project costs relating to the construction of the Project situated within the City municipal corporation limits.
- 6.3 The County Engineer shall keep an accurate record of the project costs and submit an invoice to the City for the City's share of the Project cost at the completion of the work, including any necessary supporting documentation to substantiate the costs.
- 6.4 The City shall pay the invoice within 30 days of receipt of the invoice.

7 PERSONNEL

- 7.1 The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor.

8 EQUIPMENT AND FACILITIES

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

9 RECORDS

- 9.1 The Parties agree that each shall maintain public records concerning the services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

10 TERM

- 10.1 This Agreement shall take immediate effect upon approval by all Parties hereto and shall continue in full force and effect until final completion of the Project, unless and until modified, superseded, or terminated in accordance with this Section, or unless one or both of the Parties at any time determines not to proceed with the Project.
- 10.2 This Agreement may only be amended in writing with the mutual consent and agreement of the Parties.

11 LEGAL CONTINGENCIES

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

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12 INSURANCE AND LIABILITY

- 12.1 The Parties are both political subdivisions and lack authority to indemnify.
- 12.2 Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

13 MISCELLANEOUS TERMS & CONDITIONS

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

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

**12
RESOLUTION NO. 17-377**

IN THE MATTER OF APPROVING CONTRACT MODIFICATION NUMBER 1 BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND OHM ADVISORS FOR DEL-CR13-(CR21) – WORTHINGTON/AFRICA INTERSECTION PART 2:

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

Whereas, the County Engineer recommends approval of Contract Modification Number 1 between the Delaware County Board of Commissioners and OHM Advisors for DEL-CR13-(Cr21) – Worthington/Africa Intersection Part 2;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve Contract Modification Number 1 between the Delaware County Board of Commissioners and OHM Advisors for DEL-CR13-(Cr21) – Worthington/Africa Intersection Part 2:

**PROFESSIONAL SERVICES CONTRACT
MODIFICATION #1
DEL-CR13- (CR21) – WORTHINGTON/AFRICA INTERSECTION
PART 2**

Section 1 – Parties to the Agreement

This Modification #1 to the Agreement, dated June 2, 2016, is made and entered into this 17th day of April, 2017, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and the firm of OHM Advisors, 580 North Front Street, Suite 610, Columbus, OH, 43215 (“Consultant”) (collectively, the “Parties”). This Modification #1 is made pursuant to Section 10 of the

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Agreement, of which this Modification #1 shall be made a part.

Section 2 – Modification of Scope of Services

The Parties agree to modify the Scope of Services for the project known as Worthington and Africa Road Detail Design (DEL-CR13-1.65) in accordance with the Scope of Services dated March 21, 2017 and Price Proposal of the same date, by this reference hereby made part of this Agreement.

Section 3 – Modification of Compensation

Compensation for Services performed under this Modification #1 shall be in accordance with the Scope of Services and Price Proposal. The Fee shall be a Lump Sum not to exceed **Four Hundred Fifty Four Thousand Eight Hundred Twenty Six Dollars and Twenty Seven Cents, (\$454,826.27)** in total, in accordance with allowable costs and fees listed in the Consultant’s aforementioned Price Proposal. This lump sum amount, when added to the lump sum fee as stated in the Agreement, dated June 2, 2016, of \$189, 474.21, is **\$644,300.48**, which shall be the total compensation under this Agreement as modified by this Modification #1. Compensation shall constitute full payment for all labor, equipment and materials required to complete the required Work.

Section 4 – Authorization to Proceed, Completion of Work, Delays and Extensions

The Consultant shall commence Services under this Modification #1 upon written authorization of the Administrator and shall complete the work no later than January 31, 2018. Consultant shall not proceed with “If Authorized” tasks without written authorization from the Administrator. 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 Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

Section 5 – Remaining Provisions

All other provisions of the Agreement not otherwise modified herein shall remain in full force and effect.

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

11

RESOLUTION NO. 17-378

IN THE MATTER OF APPROVING A MASTER UTILITY CONSTRUCTION AND MAINTENANCE AGREEMENT WITH SUBURBAN NATURAL GAS COMPANY:

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

Master Utility Construction and Maintenance Agreement

This master utility construction and maintenance agreement (“Agreement”) is made by and between the Board of Commissioners of Delaware County (“County”) and Suburban Natural Gas Company (“Suburban”) effective as of April 17, 2017.

Background Recitals

- A. The parties agree and acknowledge that the growing population of Delaware County can and will continue to lead to multiple condemnations and appropriations by the County for the purpose of widening and extending county roads (“County Condemnations”).
- B. County Condemnations frequently impact Suburban’s property rights as documented in recorded easements/right-of-ways.
- C. In light of past co-operation between the County and Suburban, the parties share an interest in certain administrative efficiencies that could be achieved by memorializing and documenting certain policies and preferences of the parties and thereby promote a more efficient coordination and exchange of information for design, plan development and construction, to the mutual benefit of both roadway users and Suburban’s customers.
- D. To facilitate these administrative efficiencies, the County, in the exercising of its appropriation and condemnation rights, acknowledges Suburban’s constitutional rights in its easements/right-of-ways, as well as its statutory rights under ORC Chapter 163, including, by way of example rather than limitation, Suburban’s rights to: receive notice of intent to acquire and purchase offer from the County (ORC § 163.04); mediation (ORC § 163.051); depositing with the court the value of the easement/right-of-way being taken by the County (ORC § 163.06); and appraisal and valuation of the easement/right-of-way being taken (ORC § 163.09).

NOW THEREFORE, in consideration of the covenants and conditions herein contained, including the Background Recitals stated above, the parties mutually agree as follows:

- 1. **Scope:** The parties agree and acknowledge this Agreement applies only to those County Condemnations that involve widening and/or extending County road right-of-ways and the resultant taking of Suburban’s right-of-ways/easements or relocation of Suburban facilities which are in the road right-of-way due to a prior

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County Condemnation. In addition, the parties agree and acknowledge that the term County Condemnation shall apply in instances of the threat of condemnation; that is, the County will make all commercially reasonable efforts to notify Suburban by copying Suburban on notices of intent to acquire and purchase sent by the County to any property owners, in advance of the County naming Suburban in any condemnation complaint.

2. Condemnations and Proceedings:

- a. In consideration of the County reimbursing Suburban's relocation costs, as provided for further below, in future County Condemnations, for so long as this Agreement is in effect between the County and Suburban, Suburban hereby waives its statutory rights enumerated here (and only as enumerated here) under:
- i. ORC § 163.04;
 - ii. ORC § 163.051;
 - iii. ORC § 163.06; and
 - iv. ORC § 163.09

Further, Suburban agrees that if named in any County Condemnation that it will not assert any of the above enumerated statutory rights as defenses or claims, or file a mandamus action.

- b. For any County Condemnation in which Suburban has a right-of-way/easement on the property subject to the County Condemnation or has to relocate a facility currently in the road right-of-way due to a prior County Condemnation, Suburban will, depending on site conditions and engineer's recommendations:
- i. Reach an agreement with the property owner for a new right-of-way/ easement for its relocated facilities,
 - ii. Relocate into the County's road right-of-way,
 - iii. In cases in which Suburban cannot reach agreement with the property owner and relocation into the County's road right-of-way is not, in Suburban's judgment, practicable, Suburban will condemn and obtain a private easement/right-of-way.
- c. The parties agree and acknowledge that the alternatives listed above in b. are in Suburban's normal order of preference; provided, however, that the final location for a Suburban facility to be re-located shall always be in Suburban's sole and absolute discretion.

3. Relocation into the County's Road Right-of-Way: County and Suburban agree that with respect to any County Condemnation that:

- a. To the extent Suburban determines that joint usage of County road right-of-way for both highway and utility purposes is the most efficient, the parties agree to complete all work according to applicable local, state and federal laws and regulations.
- b. All commercially reasonable steps to avoid placing any in-ground utilities between any Suburban facility and the final grading above ground will be taken and any such placement must be approved in writing by Suburban.
- c. Any relocated Suburban facilities shall have a minimum distance of three feet (3.0') to either side from all other utilities.
- d. Suburban shall be responsible for the design and adjustment of its facilities within the County road right-of-way.
- e. Suburban may choose to exercise a variety of bidding and contract options, or use its own equipment and personnel, without any effect on the County's obligations to reimburse Suburban as provided under this Agreement or any specific relocation agreement entered into pursuant to this Agreement.
- f. After the County has notified Suburban of a County Condemnation, the parties shall document each individual relocation with:
 - i. An **Application for Utility Construction and Maintenance Permit**, in substantially the same form as attached hereto as **Exhibit A**;
 - ii. Suburban's plans, specifications, and estimated costs;
 - iii. Suburban's Schedule of Work and Estimated Date of Completion; and
 - iv. Suburban's final actual costs.
- g. Suburban will, by written notice, advise the County of the beginning and completion dates of any adjustment, removal and/or relocation of its facilities, and, thereafter, perform such work diligently, and conclude such work by the stated completion date.
- h. Suburban's obligations to timely perform pursuant to this Agreement and any specific relocation agreement entered into pursuant to this Agreement are and shall be subject to and shall be extended by delays caused by events outside Suburban's control, including an event of Force Majeure, such as a strike, war or act of war (whether an actual declaration of war is made or not), insurrection,

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riot, act of public enemy, accident, flood, fire or other act of God, sabotage, or other events, interference by the State of Ohio, U.S. government or any other party, or any other event in which Suburban has exercised commercially reasonable due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of Suburban.

4. **County Reimbursement of Suburban:** County and Suburban agree that with respect to any County Condemnation subject to this Agreement that:
 - a. The County will reimburse Suburban for all “soft” and “hard” costs incurred from the County Condemnation, including, by way of example rather than limitation: engineering; legal; materials; personnel; drainage, erosion and soil control; excavation; finish grading; and testing. Reasonable facility enhancements may be included at Suburban’s option.
 - b. The County will, upon satisfactory completion of the relocation of the Suburban facilities, and within thirty (30) calendar days of the receipt of a final billing prepared by Suburban, pay Suburban in full.
 - c. When requested in writing by Suburban, the County will make intermediate payments at not less than monthly intervals to Suburban when properly invoiced by Suburban. Intermediate payments shall not be considered final payment for any listed items.
 - d. Suburban agrees to submit bills for work pursuant to this Agreement and any specific relocation agreement entered into pursuant to this Agreement not later than ninety (90) days after completion of the work.

5. **Miscellaneous:**
 - a. This Agreement shall remain in effect until December 31, 2017, and thereafter, shall be automatically renewed annually for successive one-year periods, provided, however, that either party may terminate this Agreement at any time for any reason after giving ninety (90) days written notice to the other party.
 - b. This Agreement constitutes the full agreement and understanding between the parties as to County Condemnations, and any prior discussions or understandings as to the items herein are hereby merged into this Agreement. This Agreement may not be modified or amended except in writing signed by both parties.
 - c. Except as expressly provided herein, neither the County nor Suburban waive or relinquish any right that they may have under the law.
 - d. The parties to this Agreement represent and warrant to each other that each of them, along with the signatories signing on behalf of the party represented, have the authority to enter into this Agreement.

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

13

RESOLUTION NO. 17-379

IN THE MATTER OF AWARDING THE BIDS FOR ASPHALT MATERIALS TO BE USED BY THE COUNTY ENGINEER DURING 2017:

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

Bid Award Recommendations; Bids Opened March 14, 2017

As the result of the referenced bid opening, the Engineer recommends that the following bid awards be made:

MC 30 as per ODOT Spec 702.02, FOB Plant:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.

MC 30 as per ODOT Spec 702.02, FOB Jobsite:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.

RS-2 as per ODOT Spec 702.04, FOB Plant:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.

RS-2 as per ODOT Spec 702.04, FOB Jobsite:

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The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.

RS-2P, Per ODOT Spec 702.04, FOB Plant:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.

RS-2P, Per ODOT Spec 702.04, FOB Jobsite:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.

CRS-2 Per ODOT Spec 702.04, FOB Plant:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.

CRS-2 Per ODOT Spec 702.04, FOB Jobsite:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.

CRS-2P Per ODOT Spec 702.04, FOB Plant:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.

CRS-2P Per ODOT Spec 702.04, FOB Jobsite:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.

SS-1 as per ODOT Spec 702.04, FOB Plant:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.

SS-1 Per ODOT Spec 702.04, FOB Jobsite:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.

SS-1H Per ODOT Spec 702.04, FOB Plant:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.

SS-1H as per ODOT Spec 702.04, FOB Jobsite:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.

Number 301 Asphalt Concrete Base Per ODOT Spec 301.02, FOB Plant:*

The Engineer recommends that a non-exclusive bid award be made Decker Construction Company; Shelly & Sands, Inc.; Scioto Materials, Inc.; and The Shelly Company.

Number 302 Asphalt Concrete Base Per ODOT Spec 302.02, FOB Plant: *

The Engineer recommends that a non-exclusive bid award be made Decker Construction Company; Shelly & Sands, Inc.; Scioto Materials, Inc.; and The Shelly Company.

Surface, Type 1 (Item 441), FOB Plant:*

The Engineer recommends that a non-exclusive bid award be made Decker Construction Company; Shelly & Sands, Inc.; Scioto Materials, Inc.; and The Shelly Company.

Intermediate, Type 1 (Item 441) FOB Plant: *

The Engineer recommends that a non-exclusive bid award be made Decker Construction Company; Shelly & Sands, Inc.; Scioto Materials, Inc.; and The Shelly Company.

Intermediate, Type 2 (Item 441), FOB Plant:*

The Engineer recommends that a non-exclusive bid award be made Decker Construction Company; Shelly & Sands, Inc.; Scioto Materials, Inc.; and The Shelly Company.

* No bids submitted for materials FOB Jobsite

Bid tabulations for these materials are available for your information

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

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RESOLUTION NO. 17-380

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

It was moved by Mrs. Lewis, 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 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
U17-040	Columbia Gas	Northstar 3B	Install gas main
U17-041	Ohio Edison	Merchant Road	Install new facilities
U17-042	Ohio Edison	Concord Road	Install new facilities
U17-043	Charter Communications	Loch Lomond Place	Directional bore
U17-044	Century Link	Condit Road	Replace existing cable
U17-045	Del-Co Water	DeGood Road	Install Waterline in ROW
U17-046	Spectrum	Green Meadows Drive	Place cable in ROW
U17-047	AT&T	Attucks Drive	Bore and place hand holes
U17-048	Frontier	Bale Kenyon Road	Relocate facilities
U17-049	Madison Energy	Concord Road	Extend mainline
U17-050	Consolidated Electric	Orange Road	Install Fiber Optic

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

15

RESOLUTION NO. 17-381

IN THE MATTER OF APPROVING THE AGREEMENT AND ADDENDUM NO. 1 TO THE DOCUMENT IMAGING PRODUCTS AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS AND ENDICOTT MICROFILM:

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

Whereas, the Assistant County Administrator/ Director of Administrative Services recommends approving the agreement and Addendum No. 1 To The Document Imaging Products Agreement Between The Delaware County Board Of County Commissioners And Endicott Microfilm;

Therefore Be it Resolved, the Board of Commissioners approve the agreement and Addendum No. 1 to The Document Imaging Products Agreement Between The Delaware County Board Of County Commissioners And Endicott Microfilm:

DOCUMENT IMAGING PRODUCTS AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS AND ENDICOTT MICROFILM

(Copy of agreement available in the record’s center until no longer of administrative value).

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KODAK ALARIS INC.
Document Imaging Products
Standard Maintenance and Software Assurance Services Terms and Conditions

These Standard Maintenance and Software Assurance Services Terms and Conditions apply to the provision of services by Kodak Alaris Inc. ("Alaris") to the End User as a result of End User's purchase of maintenance services from an authorized Alaris Distributor or Reseller.

1. **Products.** Products covered by this Agreement are commercial office equipment non-make or model specific, used by customers in an office environment and software that is developed and/or distributed by Alaris ("Alaris software").

2. **End User Responsibilities.** End User will designate an authorized representative for the purpose of interacting with Alaris service personnel. The End User representative and the End User must:

- a) provide initial problem-solving assistance to site users;
- b) coordinate all requests for assistance and act as liaison with Alaris service personnel;
- c) perform appropriate problem analysis and corrective actions by following troubleshooting instructions and remedial actions as prescribed by Kodak;
- d) maintain system and Product documentation and install software updates, maintenance upgrades and patches supplied by manufacturers;
- e) perform preventative maintenance and error recovery procedures as defined in the individual Products' users manual;
- f) supply consumable items or other components that are replaced due to normal wear and/or as specified in the relevant manufacturer's manual(s);
- g) provide service personnel with immediate access to the Products when service is requested;
- h) when necessary, supply and maintain a modem and communication software approved by Kodak which satisfies the respective manufacturer's Product specifications.
- i) keep the site environmental ranges within the specifications set forth by the manufacturer of the relevant Product;
- j) provide continuous and appropriate resource availability during problem resolution.
- k) have a telephone available in the work area.
- l) allow remote access to Kodak service;

Failure to meet these obligations may result, at the sole option of Alaris, in the imposition of additional charges at prevailing Per-Call rates or immediate termination of this Agreement upon notice to End User.

2.1 **End User Software.** Prior to service commencing on computers with hard drives, End User is responsible for creating a back-up copy of the file from the hard drive. Alaris is only responsible for formatting (if required) and transferring those files deemed necessary for formatting as more precisely outlined in the formatting procedures for specific Products. End User is responsible for restoring data. Alaris shall not be held liable for any damages arising from or relating to the loss of data, any software or any other information contained on a computer or similar device, or contained in or stored on a Product.

2.2 **Product Condition.** End User warrants that the Product (a) is in proper operating condition, (b) is without any unauthorized modifications, (c) has all safety features in working condition, and (d) has been maintained in accordance with manufacturer's Product performance specifications. Alaris reserves the right to inspect the Product and site installation to confirm that Products meet those conditions. At the discretion of Alaris, such inspection and any repairs necessary to bring the Product up to those conditions may be treated as per-call service. If at any time End User fails to maintain the Product in proper operating condition as described above, Alaris may cancel this agreement immediately upon written notice to End User.

3. **How to Obtain Service.** For Products: Call the End User Support Center at 1-800-356-3259 or (1-800-822-1414 if Distributor is taking the first call) and provide the Product's K-number or serial number, which number is located on the Product. For Alaris Software: Call the Customer Support Center at 1-800-822-1414 and provide the serial number.

4. **Types of Service Available.**

4.1 **Telephone Support.** Alaris will provide toll-free telephone support between 8:00 a.m. and 5:00 p.m., Monday through Friday, End User local time.

4.2 **On-Site Service.** Alaris will provide on-site service between 8:00 a.m. and 5:00 p.m., Monday through Friday, End User local time. Service includes adjustments and/or replacement of parts required to maintain Products operating consistently within manufacturer's published specifications.

4.3 **Periodic Maintenance.** Periodic Maintenance ("PM") services consist of routine maintenance services required to keep the Products in proper operating condition. Additional scheduled PMs may be purchased to supplement coverage. *Note: PM services MAY NOT be included in the Standard Plan for a particular Product.*

4.4 **Extended Hours.** Depending upon local service capabilities, available extended hour plans include 5-, 6-, and 7-day, 8-, 15-, and 24-hour options at additional cost. Alaris will use commercially reasonable efforts to provide Service outside of agreement hours as shown below. Any such service performed will be billed at prevailing per call overtime rates.

4.5 **Holidays.** Contract support will not be provided on national holidays (New Years, Memorial, Independence, Labor, Thanksgiving and Christmas Days). Support is available at on a best efforts basis at prevailing Per-Call Holiday rates.

4.6 **Response Time** is the objective of Alaris to provide service within the following time frames:

In the USA

Alaris Products, with the exceptions of Analog and Alaris Software	
Distance from Service City	Within Agreement Hours
Zone 1 (0 to 50 Miles)	4 hours
Zone 2 (51 to 100)	4 hours
Zone 3 (Over 100 Miles)	Next Business Day
Over 200 miles	Contact Alaris

OEM Products and Alaris Analog Products (excludes Alaris Software)	
Distance from Service City	Within Agreement Hours
Zone 1 (0 to 50 Miles)	Next Business Day
Zone 2 (51 to 100)	Next Business Day
Zone 3 (Over 100 Miles)	Next Business Day @ 12% uplift for OEM products ONLY
Over 200 miles	Contact Alaris

Alaris will use its best commercial efforts to meet response time objectives, however is not liable for any failure to do so.

4.7 **Advanced Unit Replacement ("AUR") Support (if applicable).** If Alaris determines a Product is not operating consistently within manufacturer's specifications, Alaris will provide next day AUR subject to availability of courier service. The replacement Product will perform at the minimum specifications of the current Product, but may not be the exact make and model. When AUR support is necessary, Alaris will ship the replacement unit to End User's location, transportation prepaid. Upon delivery of a replacement unit, End User must place the malfunctioning unit in the shipping case, apply the enclosed labels and call the carrier for pickup within 5 business days after receiving the AUR. Alaris will pay the return transportation charges. If the End User has not returned the malfunctioning unit within 10 business days, End User will be invoiced the list price of the unit and becomes responsible for such charge.

4.8 **Depot Service (if applicable).** If Alaris determines the Product is not operating consistently within manufacturer's specifications, Alaris will instruct the End User regarding shipment of the Product for repair. Alaris will repair the Product and return it to End User.

4.9 **Parts.** Items as referenced in the manufacturer's manual(s) required to maintain Products operating consistently within manufacturer's published specifications may not be included in this agreement and will be invoiced separately. Parts or components replaced by Alaris will be either new or

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remanufactured to Alaris new product standards. Parts removed from the system and replaced at no charge become the property of Alaris. NOTE: If Alaris determines that parts, service publications or technical support needed to maintain or repair Products are not available, this agreement will be cancelled and a prorated credit for any remaining prepaid coverage will be issued.

4.10 Consumables. If End User purchases an agreement including consumables, they will be provided in an amount equal only to a manufacturer-recommended one-year supply.

5 Alaris Software Modifications and Upgrades.

5.1 Alaris will provide Maintenance Upgrades, Software Patches and telephone assistance of a technical nature on licensed Alaris Software only. Alaris may issue Maintenance Upgrades or Patches and/or provide for on-site services necessary to correct errors that significantly affect software performance in accordance with the Alaris Software Product operating specifications. Unless documentation states otherwise, support will be provided for the current and previous version release of the Alaris Software. For licensed Alaris Software, maintenance upgrades and patches are at no charge and include one copy of the user's manual and/or changes.

5.2 Alaris reserves the right to develop new features and functionality improvements, which will be offered to End Users as Version Releases under a separate price schedule. Kodak Capture Pro software must not have a lapse in maintenance coverage in order to entitle the user to free Version Releases.

5.3 All Alaris Software is subject to the terms and conditions of the Alaris Software License in effect at the time the Alaris Software was licensed. License Terms are applicable as long as the Alaris Software is being used, even if maintenance services are no longer available.

6 Property of Alaris. Maintenance material, tools, documentation, diagnostics and test equipment provided by Alaris shall remain the exclusive property of Alaris.

7 Limitations. The Services outlined in these terms are the only obligation of Alaris. Alaris will not be responsible for special damages resulting from the sale, use or improper functioning or inability to use the Products and/or related software, regardless of the cause, nor will Alaris be responsible for damages of any nature that are not caused by Alaris, or are caused by circumstances out of its control. Such damages for which Alaris will not be responsible include, but are not limited to, loss of revenue or profit, loss of data, downtime costs, loss of use of the Product, cost of any substitute Product, facilities or services. This limitation of liability will not apply to claims for injury to persons or damage to tangible property caused by the sole negligence or fault of Alaris or by persons under its direction or control.

8 This agreement does not cover, and Alaris shall not be responsible for:

- a) operating system services (e.g., database maintenance/recovery, product integration or application support;
- b) system administration services (e.g., system restarts, error monitoring and reporting basic system matters, including restoring the database);
- c) network system administration (e.g., installation of new software packages, maintenance of user and group accounts, solving network problems, performing system maintenance functions, monitoring networks, installing application software, maintaining configurations
- d) consultation services;
- e) version release or software support to other than licensed Alaris Software Products;
- f) Product installation, set-up, configuration or other non-repair services;
- g) cable and installation of cable runs or any acquisition of permits
- h) End User training;
- i) circumstances beyond the control of Alaris (such as customer overriding, bypassing or defeating interlock switches on equipment or devices sold by Alaris or any other 3rd party);
- j) problems due to failure of End User to conform to site specifications provided in the manufacturer's documentation;
- k) time spent in locating Product not at the specified location or waiting for

Product availability;

- l) relocation of Product or service associated with relocations;
- m) seasonal hibernation (de-installation) and reactivation (re-installation);
- n) service or parts associated with any unauthorized modifications, attachments or service;
- o) rebuilding or reconditioning of Product*;
- p) misuse or abuse of Product; or
- q) failure to follow operating instructions provided by the manufacturer.

Alaris may provide, at its sole discretion, service at prevailing per-call rates, or as a support service.

8. Confidentiality of End User Data. Alaris does not wish to receive any confidential information of End User in the course of providing maintenance services, and End User is expected to take all reasonable precautions to avoid disclosing any of its confidential information to Alaris and its employees or contractors. However, in the event that Alaris employees or contractors become exposed to Confidential Information, Alaris will ensure that such information is protected against unauthorized disclosure using the same degree of care, but no less than a reasonable degree of care, as it uses to protect its own information of a like nature.

*Available only for Product that is no longer newly manufactured by Alaris.

ADDENDUM NO. 1 TO THE DOCUMENT IMAGING PRODUCTS AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS AND ENDICOTT MICROFILM

This Addendum No. 1 to the Document Imaging Products Agreement ("Agreement") dated April 17, 2017, is made and entered into this 17th day of April, 2017, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Endicott Microfilm, 642 High Street, Hamilton, Ohio 45011 ("Endicott") (hereinafter collectively referred to as the "Parties").

Whereas, County and Endicott have agreed to modify the Agreement to include the additional terms and conditions set forth herein; and

Whereas, the Parties agree that if any provision of this Addendum conflicts with the Agreement, this Addendum shall take precedence over the Agreement.

STATEMENT OF THE ADDENDUM AGREEMENT
NOW, THEREFORE, the Parties mutually agree as follows:

1. TERM

This Addendum shall be effective for the same term as the Agreement. The Agreement shall not automatically renew and may only be renewed by a separate writing executed by both parties.

2. INDEPENDENT CONTRACTORS

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

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Delaware County is a public employers as defined in R.C. § 145.01(D). The Parties acknowledge and agree that ENDICOTT 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. ENDICOTT also agrees that, as an independent contractor, ENDICOTT assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.

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

ENDICOTT 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.

3. At any time, and with reasonable notice, Endicott shall make available to the County or its authorized representatives, all invoices, receipts, or other documents related to this Agreement. Endicott, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Contract, agrees to retain and maintain, and assure that all of his/her subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, Endicott 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.

4. **CAMPAIGN FINANCE – COMPLIANCE WITH ORC § 3517.13**
Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. Endicott, 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 Delaware County from entering, proceeding, and/or performing the Contract. Such certification is attached to this Agreement and by this reference made a part hereof.

5. **SAFEGUARDING OF CONFIDENTIAL INFORMATION**
The Parties acknowledge that ENDICOTT may come into contact with confidential or privileged information in the scope of providing imaging products and services. Endicott agrees that the use or disclosure of any confidential information is strictly prohibited. Endicott agrees that all of its employees will maintain confidentiality of all protected information in accordance with all applicable confidentiality laws and shall not use or disclose any such information.

6. **CIVIL RIGHTS**
County and ENDICOTT agree that as a condition of the Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that ENDICOTT will comply with all appropriate federal and state laws regarding such discrimination.

7. **INDEMNITY AND INSURANCE**
ENDICOTT shall indemnify and hold harmless Delaware County, its officers, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of injury to or destruction of any and all property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the Contractor, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable. ENDICOTT shall carry and maintain throughout the life of the Contract such property damage liability insurance as will protect it and Delaware County against any and all claims for property damage, which may arise out of or result from the performance of or operations under this Contract, and shall include coverage for indemnification as described above.

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

8. **FINDINGS FOR RECOVERY**

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

9. ENTIRE AGREEMENT

The three pages of the Agreement, together with this Addendum, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements/contracts relating to the subject matter hereof, and may only be amended in writing with the mutual written and signed consent of the Parties.

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

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RESOLUTION NO. 17-382

IN THE MATTER OF APPROVING TRANSFER OF FUNDS FOR JOB AND FAMILY SERVICES:

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

Fund Transfers	From	To	
	22311611-5801 Workforce Investment Act/Transfers	22411603-4601 JFS Workforce/Interfund Revenues	\$ 121,301.16
	22511607-5801 Children Services Fund/Transfers	22411604-4601 JFS Child Protection/Interfund Revenues	\$ 105,808.54

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

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RESOLUTION NO. 17-383

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

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

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

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

**Prevention, Retention and Contingency Program
Delaware County Department
of
Job & Family Services
Effective
May 1, 2017**

1. Introduction

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

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

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

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supportive services, and benefits that will enable individuals to obtain employment, maintain employment, and improve their economic circumstances.

The supports provided under the PRC program are limited to non-recurrent, short-term, crisis-oriented benefits and ongoing services which do not meet the federal definition of assistance. Non-recurrent, short-term assistance addresses discrete crisis situations that do not provide for needs extending beyond four months. These benefits and services may encompass more than one payment per year, as long as the payment provides short-term relief and resolves a discrete crisis situation rather than meeting recurrent needs. These benefits and services are consistent with the federal definition of “non-assistance” as found in 45 CFR 260.31(b). The definition of “non-assistance” includes:

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

2. TANF Exclusions

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

3. Benefits and/or Services Categories

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

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

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

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

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

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

NON-FINANCIAL ELIGIBILITY

1. Social Security Number

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

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2. Ineligibility for PRC Services

The following individuals are ineligible for PRC assistance:

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

3. PRC Exclusions

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

4. Assistance Group Composition

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

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

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

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

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

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

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

5. Residence

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

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

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

6. Change in Circumstance

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

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

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

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

7. Community Resources

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

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

8. Mitigation

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

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

9. Sanctioned Individuals

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

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FINANCIAL ELIGIBILITY

1. Need Standard

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

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

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

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

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

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

The applicant must use all available income and resources in meeting the current, demonstrated need. This includes ongoing assistance programs including, but not limited to, OWF, Disability Assistance, SSI, Food Assistance, unemployment compensation, social security benefits, and the special energy assistance programs. All income which is expected to be received within sixty days of the PRC application date is considered when determining whether the current, demonstrated need can be met.

2. Liquid Assets/Resources

PRC applicants with liquid assets greater than \$500.00 are required to use any amount over the \$500.00 as a co-payment to meet the current, demonstrated need. There is no PRC eligibility if the assistance group fails to make use of the available income or resources that are in an amount sufficient to meet a portion of, or the entire amount of, the current, demonstrated need.

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

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

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

Example: David applies for PRC. He has three children. David reports owning a savings account with a balance of \$1,000.00. Additionally, David reports having a joint checking account with his mother. The balance in this account is \$750.00. Available

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assets to be considered for David are \$875.00 (\$500 from his account and half of the \$750.00 in the joint account (\$375.00).

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

VERIFICATION REQUIREMENTS

1. Direct Services

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

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

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2. Indirect Services

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

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

The PRC recipient must reapply for PRC indirect services annually.

ADDITIONAL REQUIREMENTS

1. Voter Registration

In accordance with 329.051 of the Ohio Revised Code:

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

2. Charitable Choice and Faith-Based Initiatives

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

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

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

APPLICATION PROCESS

1. Application Filing

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

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

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

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

2. Case Records/Retention

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

- If the PRC applicant is/was in receipt of public assistance benefits the application and all required verification gathered during the PRC eligibility determination process shall be kept in the OWF, Medicaid, or Food Assistance case record if eligibility is determined by the DCDJFS.

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

3. Standard of Promptness

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

4. Notice Requirements

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

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

SCOPE OF COVERAGE

1. Maximum Issuance

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

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

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

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

▪ **Direct Services**

- i. Parents, specified relatives, legal guardians, legal custodians, and pregnant individuals with no other children
 1. PRC applicants who meet all eligibility criteria may be eligible for up to \$1,500.00 in each year (beginning with the initial date of application) for direct goods and/or services.
 2. PRC assistance issued in another county during the 12-month period immediately prior to the month of the date of application shall count as being received in Delaware County and applied to the maximum issuance limit.
- ii. Non-custodial parents
 1. PRC applicants who meet all eligibility criteria may be eligible for up to \$750.00 in each year (beginning with the initial application date) for direct goods and/or services.

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2. PRC assistance issued in another county during the 12-month period immediately prior to the month of the date of application shall count as being received in Delaware County and applied to the maximum issuance limit.
- **Indirect services**
 - i. Parents, specified relatives, legal guardians, legal custodians, and pregnant individuals with no other children
 1. There is no maximum issuance for PRC applicants who meet all eligibility criteria as there is no direct monetary value attributable to individuals for indirect services received.
 2. Any monetary value of indirect services shall not count toward the maximum issuance for direct services
 - ii. Non-custodial parents
 1. There is no maximum issuance for PRC applicants who meet all eligibility criteria as there is no direct monetary value attributable to individuals for indirect services received.
 2. Any monetary value of indirect services shall not count toward the maximum issuance for direct services
2. **Direct Services Sub-limits**
 - **Prevention, Employment, and Retention Assistance- \$500.00 per 12-month period**
 - i. The primary focus of the PRC program in Delaware County is to provide assistance which will help applicants obtain employment, retain jobs and/or prevent the need for ongoing assistance. This includes:
 1. Individuals/families that are seeking employment (active in an approved job search program);
 2. Individuals/families participating in an assigned WEP activity;
 3. Individuals/families beginning employment;
 4. Individuals/families attempting to maintain current employment;
 5. Individuals/families in need of short-term assistance to support their employment to prevent them from further or ongoing OWF assistance;
 6. Individual/families in need of short-term assistance for educational expenses, excluding tuition cost
 - ii. Issuance may include, but is not limited to:
 1. Tools;
 2. Work Clothing, including uniforms;
 3. Cost of text books and school/work supplies.
 - iii. If a person requests assistance with education/training-related items they must complete an assessment and evaluation process following the Workforce Innovation and Opportunity Act criteria. This will demonstrate an ability to succeed in the education/training program. Applicants for education/training may be required to complete activities to prepare them for the initial education/training request (i.e. require a GED before entering a more advanced program; require basic skill review before entering a more advanced program; have childcare and transportation arranged; have ability to meet all financial obligations).
 - **Contingency Assistance- \$750.00 per 12-month period**
 - i. The secondary focus of the PRC program is to provide assistance to meet a contingency, a need which if not satisfied may threaten the health, safety (this includes instances of domestic violence), or well-being of one or more household members. Issuance is limited to the following:
 1. Shelter Costs
 - a. Rent
 - i. To prevent eviction if a Notice to Leave the Premises (3-Day Notice to Evict) is presented.
 1. The amount paid is the actual amount necessary to prevent the eviction up to a maximum of two months delinquent rent.
 2. Signed, written documentation must be received from the landlord specifying the monthly rent, the total amount due in order to prevent the eviction, and verification that the payment will actually prevent eviction.
 - ii. To alleviate homelessness, including instances of court-ordered eviction where the applicant has no other resources.
 - iii. When an A/G has lost its place of residence and has moved in with others.
 1. One month's rent may be authorized.
 2. The applicant must verify that continued occupation of the current/original residence would violate the lease or create a serious overcrowding situation.
 3. Only the income of the A/G will be used when determining eligibility for permanent housing.
 - b. Security Deposit
 - i. May be paid only when a landlord will not waive the requirement.
 - ii. The need for a security deposit must exist due to one of the situations listed above (2)(i)(1)(a)(i-iii).
 - iii. The amount is limited to one month's rent and must be verified by the landlord.
 2. Utility Expenses

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- a. Heating fuel and utility (non-regulated) expenses.
 - i. Heating fuel is any type of fuel used to provide heat for a home.
 - ii. Utilities include electricity and any source of energy necessary for the functioning of the home heating system.
 - iii. PRC applicants must apply for and utilize Home Energy Assistance Program (HEAP) benefits before PRC funds will be authorized while the HEAP is in operation.
 - iv. Propane and fuel oil payments shall be made only to ensure a continuation of service when there is a serious threat to the safety and health of the household members.
 - v. The payment is limited to the amount necessary to prevent shut-off, restoration, or to ensure the continuation of service.
 - vi. A payment must have been made on the bill in the three (3) months prior to application for PRC.
 - vii. The utility bill must be in the name of the PRC applicant.
 - b. Heating fuel and utilities (regulated by the Public Utilities Commission of Ohio (PUCO) including AEP, Ohio Edison/First Energy, Columbia Gas, and Suburban Natural Gas.
 - i. Assistance is determined based on the Household's participation in the Percentage of Income Payment Plan (PIPP) through which customers pay a percentage of their income during the winter heating season and then during the non-heating season continue to pay the PIP amount or the current bill, whichever is higher.
 - ii. A payment must have been made on the bill in the three (3) months prior to application for PRC.
 - iii. The utility bill must be in the name of the PRC applicant.
 - c. Percentage of Income Payment Program
 - i. Assistance may be provided to enroll a Household in PIPP.
 - ii. A portion may include a deposit if required by the utility company and it will not be waived.
 - iii. These payments may be made if no other method of payment is available and the Household has not had its present service disconnected.
 - iv. A payment must have been made on the bill in the three (3) months prior to application for PRC.
 - v. The utility bill must be in the name of the PRC applicant.
 - d. Utility Disconnection
 - i. PRC assistance may be authorized to defer a utility disconnection
 - ii. A deposit, if required and not waived, may be included in the payment.
 - iii. Payment can only be made to defer disconnection and if the Household is enrolling in PIPP, or has attempted to enroll in PIPP but was denied, or is defaulting on the PIPP payment.
 - iv. A payment must have been made on the bill in the three (3) months prior to application for PRC.
 - v. The utility bill must be in the name of the PRC applicant.
 - e. Utility Reconnection
 - i. Assistance may be authorized for re-connection of service if the utility company will accept one defaulted PIPP payment. (During the heating season this will be a percentage of income or during the non-heating season this will be a percentage of income or the previous month's utility bill, whichever is higher).
 - ii. A payment must have been made on the bill in the three (3) months prior to application for PRC.
 - iii. The utility bill must be in the name of the PRC applicant.
 - f. Water/Sewer
 - i. Payment may be authorized to prevent shut-off or restore water and sewer service.
 - ii. Payments for water and sewer are available year round and do not have the HEAP time period restrictions.
 - iii. A payment must have been made on the bill in the three (3) months prior to application for PRC.
 - iv. The utility bill must be in the name of the PRC applicant.
- **Transportation Assistance- \$750.00 per 12-month period**
 - i. Lack of reliable transportation has been identified as one of the most frequent barriers to self-sufficiency. Many entry level workers have difficulty reaching jobs during evening and weekend shifts when transit services are not offered. Similarly, destinations in the county—areas not served by the transit authority—are also difficult to reach. Providing new transportation options for low-income workers, especially those who are receiving or who have recently received cash benefits, increases the likelihood that those workers will get jobs and keep them.
 - ii. PRC assistance may be authorized for the purposes of providing transportation to/from places of employment.

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- iii. Such assistance may be in the form of:
 - 1. Bus passes
 - 2. Gas Cards
 - 3. Car repairs performed through a licensed, qualified mechanic or other agency-approved vendor.
 - a. When car repair assistance is provided, all such repairs must be recommended by a licensed, qualified mechanic or other agency-approved vendor.
 - b. The PRC applicant must:
 - i. Have employment of at least thirty days or provide verification from an employer that they will be starting employment within the next week; and
 - ii. Have a car title that clearly states the customer's name; and
 - iii. Have a current, valid driver's license; and
 - iv. Have state-required minimum insurance coverage.
 - v. While assistance for car repair may not exceed the maximum sub-limit, the customer may be permitted to negotiate a co-payment with a local vendor, when the total cost of the repair exceeds the maximum sub-limit and the customer is willing to pay the difference directly to the vendor.
 - 1. The customer must pay the vendor directly
 - a. Payments to the vendor will only be made by the DCDJFS after the repair has been completed, and after the vendor verifies that the customer has paid the difference between the total cost of the repair and the maximum sub-limit.
 - vi. Regular and routine maintenance of cars (oil changes, tire rotation, etc.) may be authorized if, during the course of a non-routine car repair, a licensed, qualified mechanic or other agency-approved vendor makes the determination if that in the best interest of the longevity of the car, those services will be performed as part of the assistance.
- **Family Stability Services- \$1,500.00 per 12-month period**
 - i. PRC assistance, in addition to the services defined in this PRC plan, can be provided to offer an array of Family Stability Services designed to strengthen the family unit, prevent the removal of a child from his/her home, facilitate placement of children with relative caregivers who have been removed by the Department, or to make reunification possible.
 - ii. A requirement of eligibility for Family Preservation and Reunification/TANF Services is that the A/G has active involvement with the Children Services division of the Department. An adult family member, his or her designee, or a Public Children Services Agency representative applying on behalf of a child may make application. A self-declaration of income by the customer will be used to determine the income eligibility.
 - iii. Assistance may include:
 - 1. Bedding
 - 2. Furniture (child-specific) item excluding entertainment items.
 - 3. Children's clothing
 - 4. Appliances (non-entertainment)- once in a five-year period
 - a. Stove
 - b. Refrigerator
 - c. Washer
 - d. Dryer
 - iv. The Assistance Group may receive more than one item/service per event and may apply and receive assistance multiple times within a 12-month period.
- **Disaster Assistance- \$1,500.00 per 12-month period**
 - i. PRC assistance to assist families who have sustained losses as a result of a declared (by the Governor or Delaware County Emergency Management) natural disaster. These include:
 - 1. Flood, tornado, or blizzard
 - 2. Chemical disaster
 - 3. Fire
 - 4. Civil Disorder

3. Indirect Services

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

- **TANF Summer Youth Employment Program (TANF Purpose #2)**
The purpose of this program, funded with a special allocation of Temporary Assistance for Needy Families funds, is to provide "wage subsidies." These dollars will enable the DCDJFS to create a program that enables low income TANF-eligible Delaware County youth to gain valuable work experience while earning a paycheck to help meet basic needs. This program will operate only when a special TANF Summer Youth Employment Program allocation is made available to Delaware County. The TANF Summer Youth Employment Program meets the first two purposes of TANF:

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

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

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

Allowable costs under this program include:

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

Non-allowable costs include:

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

Appendix A
Federal Poverty Guidelines
Revised: May 1, 2017

Delaware County P.R.C. Income Guidelines
200% of the Federal Poverty Guidelines
Effective: May 1, 2017

Family Size	Monthly Income	Annual Income
1	\$2,010	\$24,120
2	\$2,707	\$32,484
3	\$3,404	\$40,848
4	\$4,100	\$49,200
5	\$4,797	\$57,564
6	\$5,494	\$65,928
7	\$6,190	\$74,280

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8	\$6,887	\$82,644
9	\$7,584	\$91,008
10	\$8,280	\$99,360

For families/household with more than 10 persons add \$696 per person to the monthly income or \$8,360 to the annual income.

Federal Poverty Guidelines may be found at: <http://aspe.hhs.gov/poverty/14poverty.cfm>

Delaware County P.R.C. Income Guidelines

(SOCIAL SERVICES DIVISION ONLY)

250% of the Federal Poverty Guidelines

Effective: May 1, 2017

Family Size	Monthly Income	Annual Income
1	\$2,513	\$30,156
2	\$3,384	\$40,608
3	\$4,255	\$51,060
4	\$5,125	\$61,500
5	\$5,996	\$71,952
6	\$6,867	\$82,404
7	\$7,738	\$92,856
8	\$8,609	\$103,308
9	\$9,480	\$113,760
10	\$10,350	\$124,200

For families/household with more than 10 persons add \$870 per person to the monthly income or \$10,450 to the annual income.

Federal Poverty Guidelines may be found at: <http://aspe.hhs.gov/poverty/14poverty.cfm>

Appendix B

YOUR RIGHTS AS A PRC APPLICANT/PARTICIPANT

NONDISCRIMINATION

Federal laws require that any agency administering federally-funded programs and activities, cannot discriminate against you on the basis of race, color, national origin, sex, religion, political beliefs, disability, and age.

AMERICANS WITH DISABILITIES ACT

If you have a physical or mental condition that substantially limits one or more major life activities, you may have rights under Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. Physical or mental conditions include, for example, a learning disability, mental retardation, a history of drug or alcohol addiction, depression, mobility impairment, or a hearing or vision impairment.

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You can let us know if you have a disability. If you cannot do something we ask you to do, we can help you do it or we can change what you have to do.

Here are some of the ways we can help:

- We can call or visit if you are not able to come to our office.
- We can tell you what this letter means.
- If you are hearing impaired, we can provide a sign language interpreter when you come to the office.
- We can help you appeal any decisions that you do not agree with.

If you need some other kind of help, ask us. Call your caseworker.

LIMITED ENGLISH PROFICIENCY

If your primary language (spoken or written) is not English, we can help you. Let us know if your primary language is not English.

Here are some of the ways we can help:

- We can provide you with an interpreter who can speak English and your language when you come to the office. One will be provided at no cost to you.
- We may be able to provide you documents in your own language. If we cannot, then we will provide you with an interpreter who can read the documents to you.

INFORMATION ON CITIZENSHIP AND IMMIGRATION STATUS

If you are applying for PRC benefits, you must tell us about the citizenship and immigration status of only those persons you are seeking the benefits for. We may decide that certain members of your family are not eligible for PRC because, for example, they do not have the right immigration status. If that happens, other family members may still be able to get PRC if they are otherwise eligible.

You may also need to tell us about your family's income and answer other questions we may ask.

INFORMATION REGARDING YOUR SOCIAL SECURITY NUMBER

Generally, if you are applying for PRC benefits, you must provide the social security numbers of only those persons you are seeking the benefits for. However, there may be instances where we need the social security numbers of members of the household to verify income or other eligibility criteria to determine eligibility even though they are not seeking PRC benefits themselves. We may decide that certain members of your family are not eligible for PRC because, for example, they do not have the right immigration status. If that happens, other family members may still be able to get PRC if they are otherwise eligible.

Social security numbers may be used when contacting appropriate persons or agencies to determine your eligibility and verify information you have given for PRC; for example, income, disability benefits or other similar benefits and programs. Such information may affect your household eligibility for PRC. Your social security number may be used for a felony warrant match; a match of persons in violation of probation or parole by law enforcement agencies; or for purposes of investigations, prosecutions, and criminal or civil proceedings that are within the scope of law enforcement agencies' official duties.

HOW DO I FILE A DISCRIMINATION COMPLAINT?

Your complaint can be filed with:

The Ohio Department of Job and Family Services
Bureau of Civil Rights
30 East Broad Street, 37th Floor
Columbus, Ohio 43215-3414
Fax to: (614) 752 – 6381

The Bureau of Civil Rights (BCR) staff is available to offer assistance with writing and filling out your complaint(s). You can call BCR at (614) 644-2703 or Toll Free 1-866-227-6353, TTY (614) 995-9961 or Toll Free 1- 866-221-6700.

Your Right to a State Hearing

This notice is to tell you about your approval or denial for services which have been contracted by the Department of Job and Family Services. If you do not understand this action, you should contact your case manager, if you have one, or the contractor who has denied services for this program. After discussing the reasons for the action, it is possible that we will change our decision or that you will agree with the action.

If you do not agree with this action, you have a right to a state hearing. A state hearing lets you or your representative (lawyer, welfare rights worker, friend, or relative) give your reasons against the action. We will also attend or be represented at the hearing to present our reasons. A hearing officer from the Ohio Department of Job and Family Services will decide who is right.

If you want a hearing we must receive your hearing request within 90 days of the receipt of this notice. You do not need to return this form if you agree with the action.

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If someone else makes a written hearing request for you, it must include a written statement, signed by you, telling us that person is your representative. Only you can make a request by telephone.

If you want information on free legal services but don't know the number of your local legal aid office, you can call the Ohio State Legal Services Association, toll free at 1-800-589-5888, for the local number.

If you want a state hearing, check the appropriate box below, sign and date this form and send it to the Ohio Department of Job and Family Services, Bureau of State Hearings, P.O. Box 182825, Columbus, OH 43218-2825.

(Copy of Appendix and Forms available in the Department of Job and Family Services until no longer of administrative value)

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

18
RESOLUTION NO. 17-384

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF A COMPREHENSIVE TITLE XX SOCIAL SERVICES PLAN FOR THE DEPARTMENT OF JOB AND FAMILY SERVICES:

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

Pursuant to ORC 5101.46 (2) (E) regarding the administering of provision of social services funded through grants made under Title XX;

WHEREAS, the Delaware County Department of Job and Family Services presented the proposed plan in a public hearing held on April 5, 2017 at 1:00 p.m. in room 235 of the Hayes building and during this public hearing individuals had opportunity to submit comments to be considered in preparation of the Title XX County Profile,

NOW THEREFORE, the Department presents this plan for provision of services requesting final approval by the Board of County Commissioners prior to submission to the Ohio Department of Job and Family Services.

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

19
RESOLUTION NO. 17-385

IN THE MATTER OF APPROVING THE SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND 3 POINT CONSULTING LTD TO PERFORM CONSULTING SERVICES FOR PROCESS IMPROVEMENT TRAINING:

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

WHEREAS, the Delaware County Board of Commissioners was awarded a grant from the Ohio Development Services Agency to provide process improvement training to county departments per Resolution 16-197; and

WHEREAS, the Director of the Economic Development Department recommends the continuation of offering process improvement trainings by 3 Point Consulting Ltd. for 2017.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners, County of Delaware, State of Ohio, hereby approves the Services Contract with 3 Point Consulting Ltd:

SERVICES AGREEMENT

**PROCESS IMPROVEMENT CONSULTING SERVICES
3 POINT CONSULTING LTD.**

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 17th day of April, 2017, by and between Delaware County, Ohio, by and through the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and 3 Point Consulting Ltd., 6008 Trafalgar Ln., Dublin, OH 43016 (“Consultant”).

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Economic Development Coordinator as Administrator and agent of the Board for Services performed in accordance with this Agreement. The Administrator shall have general supervision of the Services and authority to order commencement or suspension thereof.

Section 3 – Scope of Services

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Consultant agrees to furnish, unto the County, consulting services in accordance with the Scope of Services and Price Proposal provided to the Economic Development Director, by this reference hereby made part of this Agreement (“Services”).

Section 4 – Compensation

The County shall pay the Consultant for the Services provided. Consulting days, on site at the rate of \$1,500 per full day. The Services shall not exceed 15 full days of training or the sum of Twenty-Two Thousand Five Hundred Dollars (\$22,500). Scheduling and billing are in half or full day increments only.

Section 5 – Payment

Compensation shall be paid based on invoices in accordance with the Proposal. Invoices shall be submitted to the Administrator 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. The County shall pay invoices within thirty (30) days of receipt.

Section 6 – Term

This Agreement shall be in effect upon execution of this Agreement until December 31, 2017 or until the Services have been completed, whichever occurs first.

Section 7 – Insurance

- 7.1 **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.
- 7.2 **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.
- 7.3 **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.
- 7.4 **Additional Insureds:** The 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 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.5 **Proof of Insurance:** Prior to the commencement of any Services 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 and properly executed endorsements listing the additional insured as required in Subsection 7.4. 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 Services under this Agreement.

Section 8 – Liability and Warranties

To the fullest extent permitted by law, neither party shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Services or this Agreement. This mutual waiver shall include, but not be limited to, loss of profit, loss of business or income, or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, the Consultant shall indemnify and hold free and harmless the County and its 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.

Section 9 – Suspension or Termination of Agreement

The County may suspend or terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Consultant ordering termination of Services. The Consultant shall immediately suspend or terminate Services, as ordered by the County. In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

Section 10 – Change in Scope of Services

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Services, 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 in writing.

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Section 11 – Miscellaneous Terms & Conditions

- 11.1 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.
- 11.2 Entire Agreement: 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 subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 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.
- 11.7 Findings for Recovery: Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 11.8 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of Services 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 Services 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 Services 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.
- 11.9 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 Consultant, 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.
- 11.10 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

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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 four or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.

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

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RESOLUTION NO. 17-386

IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR GLEANMEAD SECTION 1, PHASE A:

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

Whereas, the construction of new sanitary sewers at the Gleanmead Section 1, Phase A have been completed to meet sewer district requirements; and

Whereas, the sewer district has received the necessary items required by the subdivider’s agreement; and

Whereas, the Director of Environmental Services recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Gleanmead Section 1, Phase A	1100’ feet of 8- inch sewer	\$45,598.10
	6- manholes	\$24,430.00

Therefore be it resolved, that the Board of Commissioners approve and accept the above sanitary sewers for ownership, operation, and maintenance by the Delaware County Sewer District.

Section 1. The Board hereby approves and accepts the above sanitary sewer improvements for ownership, operation, and maintenance by the Delaware County Sewer District.

Section 2. The Board hereby releases any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed to insure faithful performance for construction of the above sanitary sewer improvements, if applicable.

Section 3. The Board hereby accepts any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed per the requirements of the subdivider’s agreement for the five-year maintenance period for the above sanitary sewer improvements.

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

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RESOLUTION NO. 17-387

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR SCIOTO RIDGE CROSSING SECTION 1:

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

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

THEREFORE, BE IT RESOLVED that the Board of Commissioners approve the Sanitary Sewer Subdivider’s Agreement for Scioto Ridge Crossing Section 1.

SUBDIVIDER’S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 17th day of April 2017, by and between **M/I Homes**, 3 Easton Oval, Suite 340, Columbus, OH 43219, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **Scioto Ridge Crossing Section 1** Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

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The Subdivider is to construct, install or otherwise make all public improvements (the "Improvements") shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Scioto Ridge Crossing Section 1 Sanitary Plan**, dated **February 10, 2017**, and approved by the County on **March 13, 2017**, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

SECTION II: CAPACITY

There are **31** single family residential equivalent connections approved with this Agreement. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat is recorded. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

SECTION III: FINANCIAL WARRANTY

For OFFSITE construction the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of OFFSITE construction (**\$13,215.00**) 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.

For ONSITE construction, the Subdivider has the following options:

- (1) Should the Subdivider elect to record the plat prior to beginning construction, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of ONSITE construction (**\$116,670.00**) which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should the Subdivider elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as Subdivider elects to record the plat. At that time, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of ONSITE construction remaining to be completed as determined by the Delaware County Sanitary Engineer.

The Subdivider hereby elects to use Option 1 for this project.

Initials _____ Date _____

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

The Subdivider further agrees that any violations of or noncompliance with any of the provisions and stipulations of this Agreement shall constitute a breach of contract, and the County shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the Improvements for **Scioto Ridge Crossing Section 1 Sanitary Plan**.

SECTION IV: FEES

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of **Scioto Ridge Crossing Section 1 (\$4,545.98)**. The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sum of **\$11,025.00** estimated to be necessary to pay the cost of inspection for **Scioto Ridge Crossing Section 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 Subdivider and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the Delaware County Sanitary Engineer shall be reimbursed from charges against the deposit. At such time as the fund has been depleted to a level of \$600.00 or less, as a result of charges against the fund at the rate of:

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

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

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **Scioto Ridge Crossing Section 1** as required by the County.

SECTION V: CONSTRUCTION

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

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

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

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

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

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

SECTION VI: EASEMENTS

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

SECTION VII: COMPLETION OF CONSTRUCTION

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

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

- (1) "As built" drawings of the Improvements which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer and Delaware County Engineer and/or the City of Powell. The drawings shall be on reproducible Mylar (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in .DWG format & .PDF format.
- (2) An Excel spreadsheet, from a template as provided by the Delaware County Sanitary Engineer, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) An itemized statement showing the cost of the Improvements.

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- (4) An Affidavit or waiver of lien from all contractors associated with the project that all material and labor costs have been paid. The Subdivider shall indemnify and hold harmless the County from expenses or claims for labor or materials incident to the construction of the Improvements.
- (5) Documentation showing the required sanitary easements.

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

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

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

SECTION VIII: SIGNATURES

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

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

22

RESOLUTION NO. 17-388

IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH HARRIS INDUSTRIAL SERVICES FOR PIPE UPGRADES AT THE TARTAN FIELDS WASTE WATER TREATMENT PLANT:

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

Whereas, the Sanitary Engineer recommends approval of an agreement with Harris Industrial Services for pipe upgrades at the Tartan Fields Waste Water Treatment Plant;

Now, Therefore, Be It Resolved that the Board of Commissioners of Delaware County, Ohio, approves the following agreement with Harris Industrial Services;

Be It Further Resolved that the Board of Commissioners of Delaware County, Ohio, approves a purchase order with Harris Industrial Services in the amount of \$42,981.83 from org key 66611906-5410.

**DIVISION OF ENVIRONMENTAL SERVICES
REGIONAL SEWER DISTRICT
SERVICES AGREEMENT**

This Agreement is made and entered into this 17th day of April, 2017, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Harris Industrial Services PO Box 1274 Marietta, Ohio 45750 ("Contractor"), hereinafter collectively referred to as the "Parties."

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide "Services" in connection with the following "Project":
Upgrading the existing aeration effluent pipe from 8" to 12" schedule 80. Extend the RAS pipe to the raw screening box. Install a weir box around the aeration effluent pipe to help control flow and prevent air entrainment.
- 1.2 The Contractor 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 Contractor in accordance with the following documents, by this reference made part of this Agreement:
Exhibit A

2 SUPERVISION OF SERVICES

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- 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 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 Contractor, 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, the lump sum fee shall be \$42,981.83
- 4.3 Any Services in addition to those stated in the Proposal shall only be performed upon approval of a written change order by both Parties and written Notice to the Contractor from the Sanitary Engineer. The total fee for any additional Services shall not exceed \$7,018.17.
- 4.4 Total compensation under this Agreement shall not exceed \$50,000.00
- 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.

County:

Name: Chad Kidd

Address: 6579 Moore Rd. Delaware, OH 43015

Telephone: 740-815-7787

Email: ckidd@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Rob Harris - Harris Industrial Services

Address of Firm: P.O. Box 1274

City, State, Zip: Marietta, OH 45750

Telephone: 740-350-4702

Email: rob@harrisindustrialservices.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Sanitary Engineer and shall be in accordance with the Contractor’s Price Proposal.
- 6.2 Invoices shall be submitted to the Project Manager by the Contractor on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request

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additional documentation to substantiate said invoices and the Contractor 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 SERVICES, DELAYS AND EXTENSIONS

7.1 The Contractor shall commence Services upon written Notice to Proceed (“Authorization”) of the Sanitary Engineer and shall complete the Services in accordance with the Proposal.

7.2 Contractor 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 Contractor 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 Contractor shall immediately suspend or terminate Services, as ordered by the County.

8.2 In the case of Termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

9 CHANGE IN SCOPE OF SERVICES

9.1 In the event that significant changes to the Scope of Services are required during performance of the Services, 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.

10 OWNERSHIP

10.1 Upon completion or termination of the Agreement, the Contractor 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 CONTRACTOR STAFF; ASSIGNMENT

11.1 The Contractor shall immediately notify the County, in writing, of any change to key Contractor staff or subcontractors assigned to the Services as contemplated at the time of executing this Agreement.

11.2 The Contractor 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 Contractor 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 Contractor, 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: Contractor 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: Contractor 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.

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- 13.3 Workers' Compensation Coverage: Contractor 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 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. Contractor shall require all of its subcontractors to provide like endorsements.
- 13.5 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Contractor, 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. Contractor will replace certificates for any insurance expiring prior to completion of Services under this Agreement.
- 14 MISCELLANEOUS TERMS AND CONDITIONS**
- 14.1 Prohibited Interests: Contractor 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. Contractor 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 Contractor 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. Contractor also agrees that, as an independent contractor, Contractor 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. **Contractor 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: Contractor 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 Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services 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 Contractor 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

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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 Contractor 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 Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

14.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of Services 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 Services to which the Agreement relates.

Contractor 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 Services 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.

Contractor 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.

Contractor 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

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ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator

-Friday afternoon, Fiscal Services Director Si Kille and I went to Franklin County to visit their office of Management and Budget. One of the take-away items from that visit was a strategic plan each office has to have in place for the budget year.

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell

-There will be a legislative meeting on April 26th by CCAO. Would like to ensure the elected officials are aware of the meeting.

-There is new legislature concerning F5 (lower level felonies). Judges need to be involved. Barb stated she has emailed the local judges.

-Easter celebrations: Attended an Easter Egg Hunt at Liberty High School with the grandkids on Saturday.

Commissioner Lewis

-Genoa Township does a nice Easter Egg Hunt as well.

Commissioner Benton

-Attended the MORPC meeting last Thursday.

-Attended the Axis Sally lecture last Thursday at OWU. It was very well attended.

-The Legends Luncheon is approaching.

-The Records Commission will meet on Wednesday.

-The MORPC State of the Region is this Thursday.

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RESOLUTION NO. 17-389

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

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn into Executive Session at 10:12 AM.

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

RESOLUTION NO. 17-390

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to adjourn out of Executive Session at 10:30 AM.

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

There being no further business, the meeting adjourned.

10:00AM WORK SESSION

COMMUNITY ENHANCEMENT FUND PRESENTATIONS

- EMA
- Croton Fair
- Arts Castle
- Recreation Unlimited

RECESS 11:25 AM/RECONVENE _____ PM

2:00PM WORK SESSION

COMMUNITY ENHANCEMENT FUND PRESENTATIONS

- Stratford Ecological
- Central Ohio Symphony
- Delaware Speech and Hearing
- Delaware County Fair
- Delaware Historical Society
- Mainstreet Delaware
- People In Need
- Strand Theatre
- Lettuce Works
- Vietnam Veteran's Chapter 1095
- Women's City Club

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners