

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 25, 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. 17-546

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 22, 2017:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on May 22, 2017; and

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

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

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

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

4
RESOLUTION NO. 17-547

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0523:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0523 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Commissioners	Indirect Cost From CSEA	23711630-5380	\$10,510.25
Commissioners	Indirect Cost / Rent From CSEA	23711630-5335	\$17,975.00

PR Number	Vendor Name	Line Description	Line Account	Amount
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Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

5
RESOLUTION NO. 17-548

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Child Support Enforcement Agency is requesting that Andrea DelCol attend a training workshop/networking session in Lebanon, Ohio on June 6, 2017 at no cost.

The Auditor's office is requesting that Kelly Tenant attend a 2017 IAAO Appraisal & Real Estate Training/Conference in Las Vegas, NV from September 24-28, 2017 at the cost of \$2329.00 (fund number 20110105).

The Auditor's office is requesting that Tony Frissora attend a 2017 IAAO Appraisal & Real Estate Training/Conference in Las Vegas, NV from September 24-28, 2017 at the cost of \$2309.00 (fund number

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20110105).

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

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RESOLUTION NO. 17-549

IN THE MATTER OF RECOGNIZING THE THIRD WEEK OF MAY AS EMERGENCY MEDICAL SERVICES WEEK:

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

WHEREAS; Emergency Medical Services is a vital public service; and

WHEREAS; the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS; access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS; the emergency medical services system consist of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators, and others; and

WHEREAS; the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

THEREFORE be it resolved by the Board of County Commissioners, Delaware County, State of Ohio, that this resolution be passed, recognizing the value and accomplishments of emergency medical services providers, and declaring the Third Week of May 2017 as:

EMERGENCY MEDICAL SERVICES WEEK

And encourage the community to observe this week with appropriate programs, ceremonies, and activities.

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

7

RESOLUTION NO. 17-550

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE DEPARTMENT OF JOB AND FAMILY SERVICES:

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

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

WHEREAS, the appointing authority for the procurement card being the Board of Commissioners has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29 (F)(2).

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, authorize the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Appointing Authority: Board of Commissioner
Office/Department: Job and Family Services

Name on Card: Carolyn Morris
Daily spending per card: \$1,000
Monthly spending per card: \$5,000
Single transaction limit: \$1,000
Daily number of transactions per card: 10
Monthly number of transactions per card: 50

Department Coordinator: Joy Vanzant

Name on Card: Steve Sikora

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Daily spending per card: \$5,000
Monthly spending per card: \$10,000
Single transaction limit: \$5,000
Daily number of transactions per card: 10
Monthly number of transactions per card: 50

Department Coordinator: Joy Vanzant

Name on Card: Madison May
Daily spending per card: \$1,000
Monthly spending per card: \$5,000
Single transaction limit: \$1,000
Daily number of transactions per card: 10
Monthly number of transactions per card: 50

Department Coordinator: Joy Vanzant

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

§
RESOLUTION NO. 17-551

IN THE MATTER OF APPROVING THE CONTRACT FOR THE PURCHASE OF PAYROLL SERVICES BETWEEN THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CALLOS RESOURCE, LLC.:

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 contract;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract for the Purchase Of Payroll Services From Callos Resource, LLC.:

**CONTRACT
FOR THE PURCHASE OF PAYROLL SERVICES
BETWEEN THE DELAWARE COUNTY
BOARD OF COUNTY COMMISSIONERS
AND
CALLOS RESOURCE, LLC.**

This Contract is entered into this 25th day of May, 2017 by and between the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015 on behalf of Delaware County Department of Job and Family Services (hereinafter, "DCDJFS"), whose address is 140 North Sandusky Street, Delaware, Ohio 43015, and PROVIDER (hereinafter, "PROVIDER") whose address is 6016 East Main Street, Columbus, Ohio 43213 (hereinafter singly "Party," collectively, "Parties").

PRELIMINARY STATEMENTS

WHEREAS, PROVIDER provides Payroll Services to citizens in Ohio; and,

WHEREAS, DCDJFS has accepted federal funds to provide Payroll Services to Ohio Youth Works eligible clients using the following funding streams:
Temporary Assistance for Needy Families (TANF) CFDA #93.558
TANF Purpose #2.

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

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

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

- 1. PURPOSE OF CONTRACT**
The purpose of this Contract is to state the covenants and conditions under which PROVIDER, for and on behalf of DCDJFS, will provide Payroll Services (hereinafter collectively "Services") to clients in Delaware County, Ohio. Eligibility for participation in the services shall be determined by DCDJFS. Services to be provided, the budget, and forms to be used for such Services are respectively described in detail and/or set forth in:
Provider's Quote for RFQ # 04-CY17

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2. TERM

Initial Service Period: May 25, 2017 to April 30, 2018.

Option Year (If Exercised): May 1, 2018 to April 30, 2019.

3. SCOPE OF SERVICES/DELIVERABLES

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

RFQ# 04-CY17

with the following additions or exceptions listed below:

Provider will participate in the DCDJFS Youth Employment Program Orientation between the dates of May 31, 2017 thru June 2, 2017 to assist program coordinators with completion of Callos applications and other required administrative forms needed for payroll processing.

4. FINANCIAL AGREEMENT**A. PAYMENT PROCEDURES:**

1. DCDJFS shall reimburse PROVIDER in accordance with:
2. To receive such reimbursement, PROVIDER shall submit to DCDJFS proper monthly invoices for Services actually provided.

The Provider shall provide a monthly invoice to the DCDJFS no later than 30 days past the service month. Failure to provide the invoice within the 30 days may delay payment of the invoice. If the invoice is not received by DCDJFS within the 30-day deadline, the Provider agrees to be bound by a negotiated percentage removal rate. Department and Provider will negotiate these rates and come to an agreement upon a reasonable and determinable amount. The below mentioned percentage rates are merely suggested rates, the final rates will be agreed upon between DCDJFS and the Provider.

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

Any credit applied toward an invoice in accordance with these terms shall count toward the remaining Contract balance. The final invoice must be submitted in accordance with the above terms except that the final invoice must be submitted no later than 60 days of the end of Contract period. In the event that Contractor fails to submit the final invoice within 60 days, a credit shall apply toward the final invoice in the amount of 100% of the final invoice. Contractor agrees that said credits represent liquidated damages and are not a penalty. Contractor acknowledges and agrees that these percentages are a genuine estimate of Board's damages for late submission of invoices and are reasonable in light of the harm that will be caused by late submission, the difficulty of proving the extent of monetary loss, and the inconvenience of otherwise obtaining an adequate remedy at law.

B. MAXIMUM PAYMENT:

PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to DCDJFS, the lesser of the following: (1) The maximum amount of Seventy Thousand Dollars and No Cents (\$ 70,000.00) or (2) the amount of actual expenditures made by PROVIDER for purposes of providing the Services. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of Seventy Thousand Dollars and No Cents (\$ 70,000.00).

5. AWARD INFORMATION

CFDA Title and Number: TANF 93.558

Award Name: Temporary Assistance for Needy Families

TANF Purpose: TANF Purpose #2

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

Program Authorizing Legislation: Social Security Act, Title IV, Part A as amended, Personal Responsibility and Work Opportunities Reconciliation Act of 1996, Public Law 104-193, Balanced Budget Act of 1997, Public Law 105-33.

Funding sources are contingent upon eligibility of the participant.

6. LIMITATION OF SOURCE OF FUNDS

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

7. DUPLICATE BILLING/OVERPAYMENT

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

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entitled.

8. INFORMATION REQUIREMENTS

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

9. AVAILABILITY AND RETENTION OF RECORDS

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

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

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

10. INDEPENDENT FINANCIAL RECORDS

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

11. SERVICE DELIVERY RECORDS

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

12. RESPONSIBILITY FOR INDEPENDENT AUDIT

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

13. RESPONSIBILITY OF AUDIT EXCEPTIONS

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

14. INDEPENDENT CONTRACTORS

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

PROVIDER certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained, are operative, and are current.

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

Because PROVIDER has been designated as an independent contractor or another classification other than public employee, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of the PROVIDER and/or any of his/her officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Contract. The PROVIDER acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed him/her of such classification and that no contributions will be made to

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OPERS. If the PROVIDER is an individual or has less than five (5) employees, the PROVIDER, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form ("Form"). DCDJFS shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

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

15. SUB-CONTRACTORS

Sub-Contracting is not permitted for the duration of the contract period.

16. INDEMNIFICATION

PROVIDER shall provide indemnification as follows:

- A. To the fullest extent of the law and without limitation, PROVIDER agrees to indemnify and hold free and harmless the Delaware County, the Board, DCDJFS, and the State (collectively "Indemnified parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the parties performance of this Contract or their actions or omissions. PROVIDER agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that PROVIDER shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. PROVIDER further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that PROVIDER shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.
- B. PROVIDER shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the contracted parties to this agreement.
- C. To the fullest extent of the law and without limitation, PROVIDER agrees to indemnify and hold free and harmless the Indemnified Parties from any and all actions, claims, suits, demands, judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any violation of governmental laws, regulations, any spoilage, harm, damage, injury, or loss of or upon the environment, including, but not limited to land, water, or air, or any adverse effect on the environment, including, but not limited to land, water, or air, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the contracted parties performance of this Contract or their actions or omissions. PROVIDER agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that PROVIDER shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. PROVIDER further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that PROVIDER shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees.

17. INSURANCE

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

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

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

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

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

Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$1,000,000 Combined Single Limit. The Board of Delaware County Commissioners (not the Department of Job & Family Services) must be named as "Additional Insured" on the policies listed above. The Board of Delaware County

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Commissioners must also be named as the Certificate Holder.

*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.

Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$3,000,000 Combined Single Limit. The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf. All insurance shall be written by insurance companies licensed to do business in the State of Ohio.

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

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

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

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

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

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

18. CONFLICT OF INTEREST

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

19. RESPONSIBILITY FOR BOARD / DCDJFS PROPERTY

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

20. TERMINATION

A. TERMINATION FOR THE CONVENIENCE:

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

B. BREACH OR DEFAULT:

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

C. WAIVER:

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

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

D. LOSS OF FUNDING:

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

21. SAFEGUARDING OF CLIENT

The Parties agree that the use or disclosure by any Party of any information concerning any individual eligible for services provided pursuant to this contract for any purpose not directly related with the administration of this contract is strictly prohibited except upon the written consent of DCDJFS and the individual or, if a minor, his/her responsible parent or guardian.

22. CIVIL RIGHTS

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

23. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED

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

24. FAIR HEARING

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

25. DRUG-FREE WORKPLACE

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

26. CAMPAIGN FINANCE – COMPLIANCE WITH ORC § 3517.13

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

27. FINDINGS FOR RECOVERY

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

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State of Ohio.

28. PROGRAM EVALUATION AND MONITORING

Programmatic Monitoring is required by ORC 5101:2-47-23.1. Such monitoring will take place with the frequency determined by the DCDJFS Risk Assessment conducted with the PROVIDER at the beginning of the contract, utilizing a monitoring format and checklist developed by the DCDJFS. The checklist will be used to sign-off and confirm agreement on the items that are non-compliant with contract terms and deliverables. Contractor will be required to develop a plan, approved by the DCDJFS, to correct noncompliance issues within a term defined by the DCDJFS. Monitoring may take place up to two times annually during the contract service period.

29. ASSURANCES AND CERTIFICATIONS

PROVIDER assures and certifies that:

It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

Appropriate standards for health and safety in work and training situations will be maintained.

It recognizes and accepts its responsibility to maintain easily accessible and auditable financial and programmatic records.

Neither it nor any other units planned for participation in the activities to be funded hereunder, are listed on the debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to Contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment.

It will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.

It agrees to comply with 42 U.S.C. Sections 1320d through 1320d-8, and implementing regulations at 45 C.F.R. Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996.

Nothing in this Contract shall be interpreted to prohibit concurrent use of multiple sources of public funds to serve participants as long as the funds from Contract supplement and do not supplant existing services. Supplanting of funds is considered material breach of this Contract, permitting DCDJFS to terminate the Contract.

It agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. PROVIDER further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.

It is bound by all of the confidentiality, disclosure and safeguarding requirements of the Ohio Revised Code and the Ohio Department of Job & Family Services, including, but not limited to those stated in the Ohio Revised Code Sections 5101.26, 5101.27, 5101.272, 5101.28, 5160.45, 42 Code of Federal Regulations Sections 431.300 through 431.307 and Ohio Administrative Code Section 5101:1-1-03 and 5160:1-1-01.1. Disclosure of information in a manner not in accordance with all applicable federal and state laws and regulations is deemed a breach of the Contract and subject to the imposition of penalties, including, but not limited to, the penalties found in Revised Code Section 5101.99.

By signing this Contract, PROVIDER certifies that it is currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code chapter 102 and the related provisions of chapter 2921.

It will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.D. 1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any federal award will be disclosed.

It will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 SC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15,

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which prohibit the use under nonexempt federal contracts, grants, or lands of facilities included in the EPA List of Violating Facilities. Violations shall be reported to the State/county agency and to the US EPA Assistant Administrator for Enforcement (EN-329).

It is not listed in the non-procurement portion of the General Services Administration’s “List of Parties Excluded from Federal Procurement or Non-procurement Programs” in accordance with Executive Orders 12549 and 12689. Endorsement of this Contract certifies its exclusion status and that of its principals. PROVIDER shall immediately notify Board of any delinquent federal debt, and in the event of such delinquent debt, the Government wide commercial purchase card shall not be authorized as a method of payment under the Contract. In the event that PROVIDER is placed on the excluded party list at any time, BOARD or DCDJFS shall have the right to terminate this Contract immediately without additional payment for any services rendered. PROVIDER shall reimburse Board for any loss, costs, or expenses resulting from PROVIDER’s inclusion on the excluded parties list or PROVIDER’s delinquent federal debt.

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

30. NOTICES

All notices which may be required by this contract or by operation of any rule of law shall be sent via United States certified mail, return receipt requested, and/or personally delivered to the following individuals at the following addresses and shall be effective on the date received:

PROVIDER:	Delaware County Job and Family Services
John Tomsich	David S. Dombrosky
President	Director
Callos Resource, LLC.	Delaware County Job and Family Services
6016 East Main Street	140 N. Sandusky Street, 2 nd Floor
Columbus, Ohio 43213	Delaware, Ohio 43015

31. PUBLICITY

In any publicity release or other public reference, including media release, information pamphlets, etc. on the services provided under this contract, it will be clearly stated that the project is fully funded through the Delaware County Commissioners and DCDJFS.

32. GOVERNING LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this contract shall be filed in and heard before the courts of Delaware County, Ohio.

33. SEVERABILITY

If any item, condition, portion, or section of this contract or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and be complied with.

34. ENTIRE AGREEMENT

This contract, along with all of its attachments, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

35. SIGNATURES

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

36. EFFECT OF SIGNATURE

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

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

**9
RESOLUTION NO. 17-552**

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE JOB AND FAMILY SERVICES DEPARTMENT:

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

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Supplemental Appropriations	Description	Amount
22411601/5301	JFS Income Maintenance/Contracted Professional Services	\$ 70,000.00
22411601/5355	JFS Income Maintenance/Transportation Services	\$ 30,000.00
Vote on Motion	Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye	

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RESOLUTION NO. 17-553

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE DELAWARE COUNTY EMERGENCY MANAGEMENT AGENCY (EMA):

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

Whereas, the Director of Delaware County EMA recommends approval of Supplemental Appropriations;

Whereas, Delaware County EMA has received additional funding for a severe weather shelter at Delaware State Park;

Therefore Be It Resolved, that the Delaware County Board of Commissioners approve a Supplemental Appropriations for Delaware County EMA:

Supplemental Appropriations	Amount
21681309 HMGP SAFE ROOMS PROJECT 5365 GRANT RELATED SERVICES	\$54,970.00

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

11

RESOLUTION NO. 17-554

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

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

Grant #	Specialized Docket Payroll Subsidy
Source:	Ohio Department of Mental Health and Addiction Services
Subsidy Period:	July 1, 2017 to June 30, 2018
Subsidy Amount:	\$ 30,000.00
Local Match:	<u> \$ 0</u>
Total Subsidy Amount:	\$ 30,000.00

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

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

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RESOLUTION NO. 17-555

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

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

Grant #	Specialized Docket Payroll Subsidy
Source:	Ohio Department of Mental Health and Addiction Services
Subsidy Period:	July 1, 2017 to June 30, 2018
Subsidy Amount:	\$ 30,000.00

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Local Match: \$ 0
 Total Subsidy Amount: \$ 30,000.00

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

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

13

RESOLUTION NO. 17-556

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR A COMMUNITY BASED CORRECTIONS PROGRAMS NON RESIDENTIAL MISDEMEANANT GRANT FOR ADULT COURT SERVICES:

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

WHEREAS, the Delaware County Adult Court Services has applied for the Community Based Corrections Program Non-Residential Misdemeanant Grant for 2018/2019: and

WHEREAS, the Grant will provide for Pre-Sentence Investigators and a Jail Diversion officer; and

WHEREAS, a local match is not required for the Grant;

Grant # 408
 Source: Ohio Department of Rehabilitation and Correction
 Grant Period: July 1, 2017 to June 30, 2019

Grant Amount: \$ 184,000.00
 Local Match: 0.00
 Total Grant Amount: \$ 184,000.00

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

14

RESOLUTION NO. 17-557

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR A COMMUNITY BASED CORRECTIONS PROGRAMS NON RESIDENTIAL FELONY GRANT FOR ADULT COURT SERVICES:

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

WHEREAS, the Delaware County Adult Court Services has applied for the Community Based Corrections Program Non-Residential Felony Grant for 2018/2019: and

WHEREAS, the Grant will provide funding for two Intensive Supervision Officers and a Prison Diversion officer; and

WHEREAS, a local match is not required for the Grant;

Grant # 407
 Source: Ohio Department of Rehabilitation and Correction
 Grant Period: July 1, 2017 to June 30, 2019

Grant Amount: \$ 265,171.20
 Local Match: 0.00
 Total Grant Amount: \$ 265,171.20

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

15

RESOLUTION NO. 17-558

IN THE MATTER OF APPOINTING MEMBERS TO THE DELAWARE COUNTY LOCAL CORRECTIONS PLANNING BOARD:

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

WHEREAS, on December 20, 1999, the Delaware County Board of Commissioners adopted Resolution No. 99-1058, appointing and confirming individuals as representatives to the Delaware County Local Corrections Planning Board, pursuant to section 5149.34 of the Revised Code; and

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WHEREAS, there are re-appointments and new appointments in a number of positions on the Local Corrections Planning Board; and

WHEREAS, in order to properly maintain the Local Corrections Planning Board, the Board of Commissioners wishes to also confirm the continuing members;

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

Section 1. The following individuals shall constitute the Delaware County Local Corrections Planning Board:

Member	Representing	Term
Everett H. Krueger	Judge, Court of Common Pleas	Permanent
David M. Gormley	Judge, Court of Common Pleas	Permanent
David P. Sunderman	Judge, Municipal Court	Permanent
Marianne Hemmeter	Judge, Municipal Court	Permanent
Barb Lewis	County Commissioner	Permanent
Russell Martin	County Sheriff	Permanent
Carol Hamilton O'Brien	County Prosecuting Attorney	Permanent
Mark Corroto	Delaware City Prosecutor	Permanent
Darren Shulman	City of Delaware	Permanent
Seiji Kille	Public at-large	Two Years
Mohan Sachdeva	Public at-large	Two Years
Bruce Pijanowski	Delaware Police Department	Permanent
Doug Staugler*	Municipal Court Probation Office	Permanent
Pete Gentile	Adult Parole Authority	Permanent
Shelley Phan	Delaware County Jail	Permanent
Keith Boger	Criminal Defense Attorney	Permanent
Steve Hrytzik	Local Law Enforcement	Permanent
Joseph N. Perry	Adult Court Services	Permanent
Trish Wright	Delaware County Victim Services	Permanent
Kirsten Hanson*	Access Ohio Behavioral Health	Permanent
Craig Hill	Board of Developmental Disabilities	Permanent
Tony Williams	Recovery and Prevention Resources	Two Years
Steve Hedge	Mental Health Recovery Services Board	Permanent
David Ervin	West Central CBCF	Permanent
Dave Andrews	Chief Probation Officer- Juvenile Court	Two Years
Kassie Neff	Case Manager, Delaware County Jail	Two Years
Karin Humphrey	Public Representative, Victim of Crime	Two Years
Diane Linville	ACS Re-entry/ Program Specialist	Two Years
Rich Steele	Maryhaven	Two Years
James Himsworth	Faith-Based Consultant	Two Years
Lou Peryea	Faith-Based Consultant	Two Years

Members marked with an asterisk (*) are new appointments to Permanent positions on the Board. Members with "Permanent" terms shall serve only until such time as he or she ceases to hold his or her current position with the office or entity represented as specified in this Resolution, whereupon a vacancy shall exist. Two-year terms shall commence on July 1, 2017 and shall terminate on June 30, 2019.

Section 2. The Local Corrections Planning Board shall report any vacancies, in writing, to the Clerk of the Board of Commissioners, whereupon the Board of Commissioners shall appoint a member to fill the vacancy.

Section 3. The members of the Local Corrections Planning Board shall serve without any compensation.

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Section 4. This Resolution shall supersede any previous action inconsistent with this Resolution and shall take effect immediately upon adoption.

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

16

RESOLUTION NO. 17-559

IN THE MATTER OF APPROVING A REQUEST FOR PROPOSALS FOR CDBG AND REVOLVING LOAN FUND PROGRAM ADMINISTRATION:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") is seeking to engage a consulting firm to perform services to administer Delaware County's Community Development Block Grant and Revolving Loan Fund programs and activities; and

WHEREAS, this firm will work with the Delaware County Economic Development Coordinator to complete the programs and projects;

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

Section 1: The Request for Proposals packet for the CDBG and RLF Administration Delaware County, Ohio is hereby approved.

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

REQUEST FOR PROPOSALS
CDBG and RLF Administration, Delaware County, Ohio

The Delaware County Commissioners are seeking competitive sealed proposals from contractors for the provision of services to administer Delaware County's Community Development Block Grant and Revolving Loan Fund programs and activities. Proposals will be received at the Delaware County Commissioners' Office, 101 North Sandusky Street, Delaware, Ohio 43015, until 4:00 p.m. on June 14, 2017. At that time, proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of offerors will be read aloud. One (1) original and five (5) copies are to be included. Submittals pursuant to this request will not be received after the hour and date stated above.

The complete Request for Proposals is posted on the internet and may be viewed on Delaware County's web page at <http://www.co.delaware.oh.us> under the heading Bids and Notices or may be obtained from the Delaware County Commissioners Office, 101 N. Sandusky Street, Delaware, Ohio, during normal business hours.

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

(This Notice posted in The Delaware Gazette and on the Delaware County Board of Commissioners Website.)

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

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RESOLUTION NO. 17-560

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR THE RESERVE AT HIDDEN CREEK:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve the following sanitary sewer improvement plans for submittal to the Ohio EPA for their approval.

WHEREAS, the Sanitary Engineer recommends approval of the sanitary sewer improvement plans.

THEREFORE BE IT RESOLVED, that the Board of Commissioners approve the sanitary sewer improvement plans for The Reserve at Hidden Creek for submittal to the Ohio EPA for their approval.

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

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RESOLUTION NO. 17-561

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR
OLENTANGY FALLS SECTION 4 PHASE B:

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

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

THEREFORE, BE IT RESOLVED that the Board of Commissioners approve the Sanitary Sewer Subdivider’s Agreement for Olentangy Falls Section 4 Phase B.

SUBDIVIDER’S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 25th day of May 2017, by and between **LIFESTYLE COMMUNITIES**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **OLENTANGY FALLS SECTION 4B** Subdivision Plat or Sewer Easement(s) Recorded on Said Development Parcel filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the “Improvements”) shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **OLENTANGY FALLS SECTION 4B**, dated **4/27/2017**, and approved by the County on **5/5/2017**, 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 **16** 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 or Sewer Easement(s) is recorded. If the final Subdivision Plat or Sewer Easement(s) 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

OPTIONS:

- (1) Should the Subdivider elect to record the plat prior to beginning construction, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$82,758.50**) which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should the Subdivider elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as Subdivider elects to record the plat. At that time, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the Delaware County Sanitary Engineer.

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

Initials _____

Date _____

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

The Subdivider further agrees that any violations of or noncompliance with any of the provisions and stipulations of this Agreement shall constitute a breach of contract, and the County shall have the right to stop work forthwith.

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 **OLENTANGY FALLS SECTION 4B (\$2895.00)**. The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sum of **\$6620.00** estimated to be necessary to pay the cost of inspection for **OLENTANGY FALLS SECTION 4B** by the Delaware County Sanitary Engineer. The Delaware County

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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 **OLENTANGY FALLS SECTION 4B** as required by the County.

SECTION V: CONSTRUCTION

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

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

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construction is complete according to the plans and specifications, by Resolution, accept the Improvements described herein and accept and assume operations and maintenance of the Improvements.

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

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

Should the Subdivider become unable to carry out the provisions of this Agreement, the Subdivider's 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 Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

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ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator
 -Attended a meeting on Monday with the board members of the Berkshire Landing NCA
 -Would like to compliment Jane Hawes on a job well done with our visitors from the India and Pakistan delegations. They commented that this was one of the most organized visits they had experienced on their visit.
 -From Chief Schuiling's monthly reports: The average response time was 6.4 minutes for our EMS, compared to the national average of 8 minutes. The American Heart Association awarded the EMS department a Gold Standard recognition for their STEM treatment for heart attacks.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis
 -Enjoyed the Indian and Pakistan delegation visit yesterday.
 -Attended the Bridges (Community Action) meeting yesterday

Commissioner Merrell
 -Attended the CCAO meeting yesterday

Commissioner Benton
 -This weekend is Memorial Day weekend. Many thank to our veterans for their service.
 -Will attend the Central Ohio Youth Center meeting this afternoon.
 -MORPC will be touring Union and Delaware Counties on June 1st.
 -The fairgrounds bed tax projections show the potential for \$9.2 million dollars in revenue.

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RESOLUTION NO. 17-562

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF

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**APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR
IMMINENT LITIGATION:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to adjourn into Executive Session at 10:15 AM.

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

RESOLUTION NO. 17-563

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 11:00 AM.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners