

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 19, 2017

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

Present:
Jeff Benton, President
Barb Lewis, Commissioner

Absent:
Gary Merrell, Vice President

1
RESOLUTION NO. 17-627

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 15, 2017:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on June 15, 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 Absent Mrs. Lewis Aye Mr. Benton Aye

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

4
RESOLUTION NO. 17-628

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0616:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0616 and Purchase Orders as listed below:

<u>Vendor</u>		<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase				
PR Number	Vendor Name	Line Description	Line Account	Amount
R1703964	RRH LTD	2ND HALF RENT – NORTHGATE WAY (MEDIC 7)	10011303- 5335	\$29,499.96

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

5
RESOLUTION NO. 17-629

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM PINEDA AND FAMILY VENTURES CORP (DBA MASEYS PIZZA) 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. Benton to approve the following resolution:

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that a new liquor license request from Pineda and Family Ventures Corp (DBA Maseys Pizza), located at 9838 Brewster Lane, Liberty Township, Powell, OH 43065;

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

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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. Benton Aye Mr. Merrell Absent Mrs. Lewis Aye

**6
RESOLUTION NO. 17-630**

SETTING DATE, TIME AND PLACE FOR THE FINAL HEARING BY THE COMMISSIONERS FOR THE HICKORY RIDGE SUBDIVISION DRAINAGE MAINTENANCE IMPROVEMENT PETITION PROJECT:

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

Whereas, the Board of Commissioners of Delaware County on April 27, 2017, held a public hearing and determined the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the reconstruction and improvement of the Hickory Ridge Subdivision Drainage Improvement Petition Project, and

Whereas, at that time the Delaware County Commissioners directed the Delaware County Engineer to proceed with the preparation of plans, reports, and schedules for the completion of the Drainage Improvement project, and

Whereas, the Delaware County Engineer has notified the Commissioners that the plans, reports, and schedules for the construction of the Hickory Ridge Subdivision Drainage Improvement Petition Project are being finalized for their review and consideration.

Therefore be it Resolved, the Board of County Commissioners of The County of Delaware have fixed **Thursday August 3, 2017 at 10:00AM** at the Commissioners Hearing Room 101 North Sandusky Street Delaware, Ohio as the time and place of the final hearing by the Commissioners on the report of the County Engineer.

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

**7
RESOLUTION NO. 17-631**

IN THE MATTER OF ACCEPTING THE AWARD OF THE DELAWARE-MORROW MENTAL HEALTH AND RECOVERY SERVICES BOARD FOR THE TOGETHER EVERYONE ACHIEVES MORE (TEAM MENTORING PROGRAM FOR DELAWARE COUNTY JUVENILE AND PROBATE COURT:

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

WHEREAS, the Delaware County Juvenile and Probate Court has applied for and been awarded the Delaware-Morrow Mental Health and Recovery Services Board award (the “Grant”); and

WHEREAS, the Grant strives to reduce the delinquent and unruly behaviors of youth, ages 10 to 14, through role-modeling and advocacy services provided by trained adult mentors, who expose youth to positive activities, alternatives to substance abuse, new life experiences and education; and

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

WHEREAS, Court Administrator, Katie Stenman, is listed as the designated official for Delaware County for the Grant; and

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining Court Administrator Stenman as the designated official;

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

Section 1. The Board hereby accepts the award of the Grant as follows:

Grant #	TEAM (Together Everyone Achieves More) Mentoring
Source:	Delaware-Morrow Mental Health & Recovery Services Board
Grant Period:	07-01-2017 thru 06-30/2018
Grant Amount:	\$35,700.00
Local Match:	<u>0.00</u>
Total Grant Amount:	\$35,700.00

Section 2. The Board hereby authorizes Court Administrator Stenman, as the designated official, to execute

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reports and administrative documents for the Grant.

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

8

RESOLUTION NO. 17-632

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. Benton 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:

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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, 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

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- 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.

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

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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.

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.

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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.

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

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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 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;

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- 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
- 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.

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.

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- 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 every 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.
- 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

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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.
 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

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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
 - 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.

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- 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.
 - 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.

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- 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:

- **Ohio Youth Works (TANF Purpose #1 and #2)**

- This program will operate from May 1, 2017 to September 30, 2017.
- **Eligibility** - An Ohio Youth Works program funded through PRC shall only serve persons from a TANF-eligible family. The types of persons that may be served are:
 - Youth ages 14-15, as long as the youth is in a needy family and is in school.
 - The youth served may be non-custodial parents as long as they are considered "needy" and have a minor child. "Needy" is not specifically defined by state or federal regulation but may be no greater than income at 200% of the federal poverty level.
 - Family is defined in federal and state law and regulations as follows: a minor child who resides with a parent, specified relative, legal guardian or legal custodian (a child may be temporarily absent from the home provided certain requirements are met); a pregnant individual with no other children; or a non-custodial parent who lives in the state, but does not reside with his/her minor child(ren).
 - Foster Care: Youth in a foster care setting age 14 to 15 years of age if they are a full-time student in a secondary school may be served under Ohio Youth Works.
- **Allowable costs** under this program include:
 - Payments to employers for wages (at no higher than \$10.00 per hour) and fringe benefits;
 - Payments to third parties to operate the program;
 - Recruitment and development of employers for the program;
 - Other ancillary services which are offered by the employer to the Ohio Youth Works participants, including:
 - Work related items such as uniforms, tools, licenses or certifications;
 - Case management activities related to the program; and
 - Job coaches and mentors.
 - Worker compensation expenses;
 - FICA;
 - Direct supervision and training costs; and
 - Transportation costs to and from the work site.

(Appendixes and forms for the 2017 Prevention, Retention and Contingency Program available in the Delaware County Department of job and family services until no longer of administrative value)

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

9

RESOLUTION NO. 17-633

IN THE MATTER OF APPROVING A REQUEST FOR PROPOSALS FOR A DELAWARE COUNTY, OHIO, AND DEVELOPMENT REVIEW SOFTWARE:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") is seeking to acquire a development review software system; and

WHEREAS, the County's goal is to move to a digital submittal, review, tracking, inspection, payment, management and notification system for private and public development related projects; and

WHEREAS, this firm will work with the Delaware County Economic Development Director to implement the software system;

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

Section 1: The Request for Proposals packet for the Delaware County, Ohio, Development Review Software System is hereby approved.

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

REQUEST FOR PROPOSALS

Delaware County, Ohio, Development Review Software System

The Delaware County Commissioners are seeking competitive sealed proposals from contractors for the provision of a development review software system for Delaware County. Proposals will be received at the Delaware County Commissioners' Office, 101 North Sandusky Street, Delaware, Ohio 43015, until 4:00 p.m. on July 21, 2017. At that time, proposals will be opened publicly in a manner to avoid public disclosure of contents and only names of offerors will be read aloud.

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

10

RESOLUTION NO. 17-634

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH PRIME AE GROUP, INC. FOR THE BERKSHIRE TOWNSHIP SEWER EVALUATION AND PART A OF THE BERKSHIRE TOWNSHIP PUMP STATION AND FORCEMAIN PROJECT:

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

Whereas, the Sanitary Engineer recommends approval of an agreement with Prime AE Group, Inc. to perform the work;

Therefore, be it resolved that the Board of Commissioners of Delaware County, Ohio, execute the following agreement with Prime AE Group, Inc.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 19th day of June, 2017, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and PRIME AE Group, Inc. ("Consultant"), hereinafter collectively referred to as the "Parties", and shall be known as the "Agreement."

1 SERVICES PROVIDED BY CONSULTANT

1.1 The Consultant will provide "Services" in connection with the following "Project":
Berkshire Township Sewer Evaluation and Part A: Berkshire Township Pump Station and Forcemain Project

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1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.

1.3 Services shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement: Attachment A dated April 21, 2017

2 SUPERVISION OF WORK

2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer ("Sanitary Engineer") as the Project Manager and agent of the County for this Agreement.

2.2 The Sanitary Engineer or his designee shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

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

4.2 For all services described in the Scope of Services and Fee Proposal, except "If Authorized" tasks, the fee shall be Three Hundred Thirty-One Thousand Eight Hundred Thirty Dollars (\$331,830).

4.3 "If Authorized" tasks shall only be performed upon written Notice of the Sanitary Engineer. The total fee for all "If Authorized" tasks shall be negotiated and mutually agreed to between the Parties for tasks requested by the County. The total fee for all "If Authorized" tasks shall not exceed Forty-Five Thousand Dollars (\$45,000).

4.4 Total compensation under this Agreement shall not exceed Three Hundred Seventy-Six Thousand Eight Hundred Thirty Dollars (\$376,830) without subsequent modification.

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

5 NOTICES

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

Sanitary Engineer:

Name: Delaware County Sanitary Engineer's Office
Attn: Tiffany Maag, P.E.
Address: 50 Channing Street, Delaware, Ohio 43015
Telephone: 740-833-2250
Email: tmaag@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Kerry Hogan, P.E.
Address of Firm: 8415 Pulsar Place, Suite 300
City, State, Zip: Columbus, OH 43240
Telephone: 614-591-0284
Project Manager Email: jkerr@primeeng.com (Jeff Kerr)

6 PAYMENT

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

6.2 Invoices shall be submitted to the Project Manager by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request

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additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices.

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

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

7.1 The Consultant shall commence Work upon written Notice to Proceed (“Authorization”) of the Sanitary Engineer and shall complete the work no later than Twenty-Four (24) months after Notice to Proceed.

7.2 Consultant shall not proceed with any “If Authorized” tasks without written Authorization.

7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Consultant shall immediately suspend or terminate Work, as ordered by the County.

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

9 CHANGE/ADDITIONS IN SCOPE OF SERVICES

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

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

10 OWNERSHIP

10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement

10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.

10.3 This section does not require unauthorized duplication of copyrighted materials.

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or sub-consultants assigned to the Work as contemplated at the time of executing this Agreement.

11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

12 INDEMNIFICATION

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

13 INSURANCE

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

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

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

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

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

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

- 14.12 Campaign Finance – Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

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

11

RESOLUTION NO. 17-635

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH STRAND ASSOCIATES, INC. FOR THE CHESHIRE PUMP STATION AND FORCE MAIN UPGRADE PROJECT:

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

Whereas, the Sanitary Engineer recommends approval of an agreement with Strand Associates, Inc. to perform the work;

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Therefore, be it resolved that the Board of Commissioners of Delaware County, Ohio, execute the following agreement with Strand Associates, Inc.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 19th day of June, 2017, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Strand Associates, Inc.® (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

1. SERVICES PROVIDED BY CONSULTANT

1.1 The Consultant will provide “Services” in connection with the following “Project”:

Project Name: Cheshire Pump Station and Force Main Upgrades Project

This project includes upgrades to the existing Cheshire Pump Station and force main to provide an increased level of sanitary sewer conveyance capacity. The project is located at the existing Cheshire Pump Station site, at the northwest corner of the intersection of Cheshire Road and Africa Road, and continues south along Africa Road approximately three miles.

1.2 The Consultant shall perform the Services with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.

1.3 Services shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:

- Consultant Proposal for the Cheshire Pump Station and Forecmain Upgrade Project, Dated May 25, 2017, (Attached Exhibit A).

2 SUPERVISION OF WORK

2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer (“Sanitary Engineer”) as the Project Manager and agent of the County for this Agreement.

2.2 The Sanitary Engineer or his designee shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

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

4.2 For all Services described in the Consultant Proposal (Attached Exhibit A), except “If Authorized” tasks, the fee shall be \$271,380.

4.3 For all Services identified in the Consultant Proposal as “If Authorized” tasks, the fee for each authorized task shall be the fee specified in the Consultant Proposal for said task. “If Authorized” tasks shall only be performed upon written Notice of the Sanitary Engineer. The total fee for all “If Authorized” tasks shall not exceed \$41,780.

4.4 Total compensation under this Agreement shall not exceed \$313,160 without subsequent modification.

4.5 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Consultant Proposal attached and made part of this Agreement

5 NOTICES

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

Sanitary Engineer:

Name: Delaware County Sanitary Engineer’s Office

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Attn: Kelly Thiel, P.E.
 Address: 50 Channing Street, Delaware, Ohio 43015
 Telephone: 740-833-2240
 Email: kthiel@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Matthew S. Richards, Corporate Secretary
 Address of Firm: 4433 Professional Parkway
 City, State, Zip: Columbus, Ohio, 43125-9288
 Telephone: 614-835-0460
 Email: Matt.Richards@strand.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the Sanitary Engineer and on the calculated percentage of Services performed to date in accordance with the Consultant Proposal.
- 6.2 Invoices shall be submitted to the Project Manager by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt. Nonpayment 30 days after receipt of invoice may, at Consultant's option, result in assessment of a one percent per month carrying charge on the unpaid balance. Nonpayment within 45 days of receipt of invoice may, at the Consultant's option, result in suspension of Services upon five calendar days' notice to the County. The Consultant will have no liability to the County, and the County agrees to make no claim for any delay or damage as a result of such suspension. Upon receipt of payment in full of all outstanding sums due from the County, the Consultant will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

7 NOTICE TO PROCEED, COMPLETION OF SERVICES, DELAYS AND EXTENSIONS

- 7.1 The Consultant shall commence Services upon written Notice to Proceed ("Authorization") of the Sanitary Engineer and shall complete the Services no later than August 31, 2019.
- 7.2 Consultant shall not proceed with any "If Authorized" tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Consultant shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for 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/ADDITIONS IN SCOPE OF SERVICES

- 9.1 In the event 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.

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

10 OWNERSHIP

- 10.1 Upon completion or termination of the Agreement and payment of all undisputed outstanding sums due the Consultant, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement

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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. The County's re-use of any of the said documents for purposes other than related to this Agreement shall be at the County's sole risk and without liability to the Consultant.

10.3 This section does not require unauthorized duplication of copyrighted materials.

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

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

11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

12 INDEMNIFICATION

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

13 INSURANCE

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

13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.

13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.

13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.

13.6 Proof of Insurance: Prior to the commencement of any 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. 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.

14 MISCELLANEOUS TERMS AND CONDITIONS

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

14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of

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- compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, 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 Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the 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: 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.
- 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

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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.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

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

**12
RESOLUTION NO. 17-636**

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH MS CONSULTANTS, INC. FOR THE LOWER ALUM CREEK RELIEF PUMP STATION PROJECT:

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

Whereas, the Sanitary Engineer recommends approval of an agreement with MS Consultants, Inc. to perform the work;

Therefore, be it resolved that the Board of Commissioners of Delaware County, Ohio, execute the following agreement with MS Consultants, Inc.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 19th day of June, 2017, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and MS Consultants, Inc. ("Consultant"), hereinafter collectively referred to as the "Parties", and shall be known as the "Agreement."

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide "Services" in connection with the following "Project":
The Delaware County Regional Sewer District (DCRSD) intends to construct a new Lower Alum Creek Relief Pump Station, with a target firm capacity of 11 MGD. The relief pump station will address future capacity issues in the interceptor sewer that currently conveys flows to the Alum Creek Pump Station located along Worthington Road, just north of Powell Road. Approximately 9,500 LF of forcemain is needed to convey flows to the existing headworks at the Alum Creek Water Reclamation Facility (ACWRF). Improvements at the Existing Alum Creek Pump Station are also included in this project.
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 Services shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:
- Attachment A – Scope of Services and Fee Proposal – Dated 05/26/17

2 SUPERVISION OF SERVICES

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

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

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- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.3 and as follows:
- 4.2 For all services described in the Scope of Services and Fee Proposal, except "If Authorized" tasks, the fee shall be \$549,000.00. A breakdown of the lump sum fees, by phase, is provided in Attachment A
- 4.3 For all services identified in the Scope of Services and Fee Proposal as "If Authorized" tasks, the fee for each authorized task shall be the fee specified in the Fee Proposal for said task. "If Authorized" tasks shall only be performed upon written Notice of the Sanitary Engineer. The total fee for all "If Authorized" tasks shall not exceed \$89,000.00.
- 4.4 Total compensation under this Agreement shall not exceed \$638,000.00 without subsequent modification.
- 4.5 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

5 NOTICES

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

Sanitary Engineer:

Name: Delaware County Sanitary Engineer's Office
Attn: Kelly Thiel, P.E.
Address: 50 Channing Street, Delaware, Ohio 43015
Telephone: (740) 833-2240
Email: kthiel@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Mike Kratofil, P.E.
Address of Firm: 2221 Schrock Road
City, State, Zip: Columbus, Ohio 43229
Telephone: (614) 898-7100
Email: mkratofil@msconsultants.com

6 PAYMENT

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

7 NOTICE TO PROCEED, COMPLETION OF SERVICES, DELAYS AND EXTENSIONS

- 7.1 The Consultant shall commence services upon written Notice to Proceed ("Authorization") of the Sanitary Engineer and shall complete the services no later than 12 months from Notice to Proceed.
- 7.2 Consultant shall not proceed with any "If Authorized" tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

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

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9 CHANGE/ADDITIONS IN SCOPE OF SERVICES

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

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

10 OWNERSHIP

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

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

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

12 INDEMNIFICATION

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

13 INSURANCE

- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers’ Compensation Coverage: Consultant shall maintain workers’ compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any 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. Certificates of insurance shall provide that such insurance shall

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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.

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing 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 Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the 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: 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

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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.

- 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

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

13

RESOLUTION NO. 17-637

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC. FOR THE PEACHBLOW PUMP STATION AND FORCE MAIN PROJECT:

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

Whereas, the Sanitary Engineer recommends approval of an agreement with HDR Engineering, Inc. to perform the work;

Therefore, be it resolved that the Board of Commissioners of Delaware County, Ohio, execute the following agreement with HDR Engineering, Inc.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 19th day of June, 2017, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and HDR Engineering, Inc.. (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide “Services” in connection with the following “Project”: This project includes preliminary evaluation, design, permitting, bidding and construction administration services for upgrades to the existing Peachblow Pump Station and Forcemain to allow for additional planned developments to occur on the west side of Alum Creek Lake and to address short-term growth demands. The existing pump station has a wood building that contains electric, SCADA, controls, and a valve vault under the building with submersible pumps in the wet well. The upgraded pump station will be required to handle approximately 3.5 MGD peak flow (current capacity is 0.864 MGD total, 0.720 firm) and will also include upsizing approximately 4,300 LF of 8” forcemain to 18” diameter. The purpose of this project is to service the short-term growth demands in the area. The pump station shall be expanded further to 6.6 MGD in the future and part of the preliminary evaluation will include a determination of how to sequence the upgrades based on the existing station configuration and incorporate these revisions into the detailed design.
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.

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- 1.3 Services shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:
Exhibit A, Peachblow Pump Station and Forcemain Upgrade Project, Scope of Services, dated May 19, 2017.

2 SUPERVISION OF WORK

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

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.3 and as follows:
- 4.2 For all services described in the Scope of Services and Fee Proposal, except "If Authorized" tasks, the fee shall be a lump sum amount of Four Hundred and Nineteen Thousand Dollars (\$419,000).
- 4.3 For all services identified in the Scope of Services and Fee Proposal as "If Authorized" tasks, the fee for each authorized task shall be the fee specified in the Fee Proposal for said task. "If Authorized" tasks shall only be performed upon written Notice of the Sanitary Engineer. The total fee for all "If Authorized" tasks shall not exceed a lump sum amount of Twenty Thousand Dollars (\$20,000).
- 4.4 Total compensation under this Agreement shall not exceed a lump sum amount of Four Hundred and Thirty Nine Thousand Dollars (\$439,000), without subsequent modification.
- 4.5 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

5 NOTICES

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

Sanitary Engineer:

Name: Delaware County Sanitary Engineer's Office Attn: Kelly Thiel, P.E.
Address: 50 Channing Street, Delaware, Ohio 43015
Telephone: 740.833.2240
Email: kthiel@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Matthew L. Casey, P.E.
Address of Firm: 2800 Corporate Exchange Drive, Suite 100
City, State, Zip: Columbus, Ohio, 43231
Telephone: 614.839.5779
Email: matthew.casey@hdrinc.com

6 PAYMENT

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

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additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices.

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

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

- 7.1 The Consultant shall commence Work upon written Notice to Proceed (“Authorization”) of the Sanitary Engineer and shall complete the work no later than, see schedule listed in Scope of Services document (Item 1.3).
- 7.2 Consultant shall not proceed with any “If Authorized” tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

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

9 CHANGE/ADDITIONS IN SCOPE OF SERVICES

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

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

10 OWNERSHIP

- 10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement
- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.
- 10.4 Any reuse or modification of such Documents for purposes other than intended by the Consultant in its scope of services shall be at the County’s sole risk and without liability to the Consultant.

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

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

12 INDEMNIFICATION

- 12.1 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property, 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.

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13 INSURANCE

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

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County. Such consent shall not be unreasonably withheld.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the

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

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

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

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

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

- 14.12 Campaign Finance – Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part thereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

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

**14
RESOLUTION NO. 17-638**

**IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
ARCADIS U.S., INC. FOR THE ARCFLASH 70E STUDIES AND NFPA 870 REVIEW PROJECT:**

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

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Whereas, the Sanitary Engineer recommends approval of an agreement with Arcadis U.S., Inc. to perform the work;

Therefore, be it resolved that the Board of Commissioners of Delaware County, Ohio, execute the following agreement with Arcadis U.S., Inc.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 19th day of June, 2017, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Arcadis U.S., Inc. 100 E. Campus View, Suite 200 Columbus, OH 43235-1447 (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide “Services” in connection with the following “Project”:
Provide engineering and design services related to Arcflash 70E Studies as well as NFPA 870 review
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 Services shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:
See Schedule “A” Scope of Service and Compensation Schedule
- 1.4 Arcadis may perform the Services through a combination of its own employees and employees of its affiliates and that the use of such affiliate labor shall not be deemed a subcontract for purposes of this agreement.

2 SUPERVISION OF WORK

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

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.3 and as follows:
- 4.2 For all services described in the Scope of Services and Fee Proposal, except “If Authorized” tasks, based on time and materials billed the fee shall not exceed \$373,165
- 4.3 For all services identified in the Scope of Services and Fee Proposal as “If Authorized” tasks, the fee for each authorized task shall be the fee specified in the Fee Proposal for said task. “If Authorized” tasks shall only be performed upon written Notice of the Sanitary Engineer. The total fee for all “If Authorized” tasks shall not exceed \$24,661.
- 4.4 Total compensation under this Agreement shall not exceed \$397,826 without subsequent modification.
- 4.5 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

5 NOTICES

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

Sanitary Engineer:

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Name: Delaware County Sanitary Engineer's Office
Attn: Erik McPeek
Address: 50 Channing Street, Delaware, Ohio 43015
Telephone: 740-833-2240
Email: emcpeek@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Amy Eberhardt
Address of Firm: 100 E. Campus View, Suite 200
City, State, Zip: Columbus, Ohio 43235
Telephone: 614-985-9244
Email: Amy.Eberhardt@arcadis.com

6 PAYMENT

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

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

- 7.1 The Consultant shall commence Work upon written Notice to Proceed ("Authorization") of the Sanitary Engineer and shall complete the work no later than 6/30/2018.
- 7.2 Consultant shall not proceed with any "If Authorized" tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

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

9 CHANGE/ADDITIONS IN SCOPE OF SERVICES

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

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

10 OWNERSHIP

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

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

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

12 INDEMNIFICATION

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

13 INSURANCE

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

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

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- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.
- Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.
- Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.
- Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.
- 14.12 Campaign Finance – Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled

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“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.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

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

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RESOLUTION NO. 17-639

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN CHRISTOPHER WINTER AND MICKI L. WINTER, HUSBAND AND WIFE, AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR DEL-CR124-5.99:

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Christopher Winter and Micki L. Winter, husband and wife, for the project known as DEL-CR124-5.99.

Now Therefore Be It Resolved that:

Section 1. The Delaware County Board of Commissioners approve the contract of sale and purchase with Christopher Winter and Micki L. Winter, husband and wife, for the project known as DEL-CR124-5.99 as follows:

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

WITNESSETH: On this 19th day of June, 2017 Christopher Winter and Micki L. Winter, husband and wife, whose address is 1042 Home Road, Delaware, Ohio 43015, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
21-SH, T
DEL-CR124-5.99

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

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of **Forty Thousand Dollars (\$40,000.00)** which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
 - (A) All title, rights, and interest in and to the PROPERTY; and,
 - (B) For damages to any residual lands of the SELLER; and,
 - (C) For SELLER’s covenants herein; and,
 - (D) For expenses related to the relocation of the SELLER, their family, and business; and,
 - (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year’s taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.

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3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims

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for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER’s heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER’s business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.

13. This CONTRACT shall be binding upon the SELLER and the SELLER’s heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
14. If any item, condition, portion, or section of this CONTRACT or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Section 2. The Board approves a Purchase Order and Voucher for the above contract.

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

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RESOLUTION NO. 17-640

IN THE MATTER OF APPROVING MODIFICATION NO. 2 TO THE PROFESSIONAL SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND PARSONS BRINCKERHOFF, INC.:

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

Whereas, the Board of Commissioners entered into a contract with Parsons Brinckerhoff, Inc. for the project known as DEL-CR124-6.45; and

Whereas, Parsons Brinckerhoff, Inc. has recently changed its name of business to WSP USA Inc.; and

Whereas, the County Engineer recommends approval of Modification No. 2;

Now Therefore Be It Resolved, that that Delaware County Board of Commissioners approves Modification No. 2 to the Professional Services Contract.

**MODIFICATION NO. 2 TO PROFESSIONAL SERVICES CONTRACT
FOR DEL-CR124-6.45**

This Modification No. 2 to the Prime Agreement dated December 30, 2013 and Modification No. 1 to the Prime Agreement dated December 14, 2015, is made and entered into this 19th day of June, 2017, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Parsons Brinckerhoff, Inc., Two Miranova Place, Suite 450, Columbus, Ohio 43215 (“Consultant”) (hereinafter collectively referred to as the “Parties”).

ARTICLE 1 – AMENDMENT

The Parties mutually agree to amend the Prime Agreement and Modification No. 1 to the Prime Agreement by changing the name of Parsons Brinckerhoff, Inc. to WSP USA Inc.

ARTICLE 2 – REMAINING PROVISIONS

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All other terms and conditions of the Prime Agreement and Modification No. 1 not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Modification No. 2.

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

17
RESOLUTION NO. 17-641

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

It was moved by Mrs. Lewis, seconded by Mr. Benton 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
U17-081	Columbia Gas	Sherman Road	Install gas main
U17-082	Spectrum	Wingate Drive	Place cable in ROW

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

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RESOLUTION NO. 17-642

IN THE MATTER OF APPROVING A NEW ORGANIZATIONAL KEY AND A SUPPLEMENTAL APPROPRIATION FOR THE KLONDIKE RD BRIDGE REPLACEMENT:

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

New Organizational Key
40940442 KLONDIKE RD BRIDGE REPLACEMENT

Supplemental Appropriation
40940442-4530 Klondike Rd Bridge Replacement/State Grants A \$297,000
40940442-5425 Klondike Rd Bridge Replacement/Bridge & Culvert Construction \$297,000

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

19
RESOLUTION NO. 17-643

IN THE MATTER OF ADOPTING A RESOLUTION DECLARING A NECESSITY AND THE INTENT OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS TO APPROPRIATE PROPERTY:

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

WHEREAS, the Board of Delaware County Commissioners (the "Board") deems it necessary for the public convenience and welfare to construct a highway improvement known as the Liberty & Jewett Road Improvements (DEL-CR9-TR127) by construction, reconstruction, installation, replacement, repair, maintenance and improvement of Liberty Road and Jewett Road in Delaware County, Ohio (the "Improvement"); and

WHEREAS, the Board has determined that additional land is necessary for the Improvement and that the Board and property owners were unable to agree on the terms of conveyance through good faith negotiations; and

WHEREAS, the Board has determined the fair market value ("FMV") for the property to be appropriated and any resultant damages; and

WHEREAS, the Board has determined that it is necessary to take immediate possession of the property to be appropriated via the "quick take" procedure under section 163.06(B) of the Revised Code;

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

Section 1. The Board deems it necessary, and it is hereby declared to be the intention of the Board, to appropriate

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the following property necessary for the Improvement and determines the FMV for the same:

Property Owner(s)	Interest to be Appropriated	FMV
Benjamin A. Oney & April A. Oney	1-WD, T	\$8,714.00

The parcel identifiers listed in the table above are taken from the approved right-of-way plans and highway construction plans for the Improvement, which are, by this reference, fully incorporated herein and are on file and available for inspection or copying at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015.

Section 2. The appropriations deemed necessary herein being for the purpose of making or repairing roads which shall be open to the public without charge, the Board further deems it necessary, and hereby states its intention, to immediately obtain and take possession of and enter upon the property to be appropriated upon filing the Petition and depositing the FMV with the Court, in accordance with section 163.06(B) of the Revised Code.

Section 3. The Board hereby directs the Delaware County Prosecuting Attorney to commence the appropriation proceedings on behalf of the Board.

Section 4. This Resolution shall take effect and be in force immediately upon passage.

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

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ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator
-Thank you to Si Kille for filling in while he was away.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis
-Representative the Commissioners at the unveiling of DiGenova Way in Delaware. A tree was also planted in his memory.

Commissioner Benton
-Attended a presentation by Star Consultants concerning the Facilities Master Plan last Thursday.
-Attended a MODE luncheon on Friday afternoon. The topics of discussion were finding funding programs and teaming with the private sector.
-Will be attending a benefits and wellness informational meeting this afternoon.
-Received word from Auditor Kaitza that Delaware County received a triple A rating for our sewer bonds. That makes us the only county in the state with two AAA bond ratings.
-Director Sean Miller has released his annual report for EMA.
-Hopes all the fathers had a great Father's Day yesterday.

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton