

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 29, 2017

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

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

1
RESOLUTION NO. 17-676

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 26, 2017:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on June 26, 2017; and

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

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

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

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

4
RESOLUTION NO. 17-677

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0628, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0628:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0628, memo transfers in batch numbers MTAPR0628 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
R1704131	EQUIPMENT SPECIALIST INC	PRESSURE WASHER FOR PUMP STATIONS	66211901-5450	\$8,100.00
R1704151	PRIME AE GROUP INC	BERKSHIRE TOWNSHIP SEWER PROJECT Reso 17-634	66711915-5301	\$250,000.00
R1704153	STRAND ASSOCIATES INC	CHESHIRE PS AND FM UPGRADE Reso 17-635	66711914-5301	\$150,000.00

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

5
RESOLUTION NO. 17-678

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Emergency Medical Services Department is requesting that Lt. Julie Webb, Frank Meredith and Sam Skipworth attend an Initial Law Enforcement Response to Suicide Bombing Attacks course at CSCC-Delaware Campus from August 7-9, 2017 at no cost.

The Emergency Medical Services Department is requesting that Frank Meredith attend a Controversies at the Shoe class at CSCC-Delaware Campus on July 25, 2017 at no cost.

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The 911 Communications Department is requesting that Jeanette Adair participate in an APCO online CALEA Accreditation Manager, at various times Thursday September 13-November 7, 2017, at the cost of \$499.00 (fund number 21411306).

The Child Support Enforcement Agency is requesting that Maren Aikey attend a Public Education Meeting in Columbus Ohio July 18, 2017, at no cost.

The Child Support Enforcement Agency is requesting that Maren Aikey attend a Public Education Meeting in Columbus Ohio June 30, 2017, at the cost of \$12.00 (fund number 23711630).

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

6
RESOLUTION NO. 17-679

IN THE MATTER OF ADOPTING AND IMPLEMENTING THE DELIVERED WORK IN THE COUNTY'S BRANDING PROJECT:

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

Whereas, on June 30, 2016, the Delaware County Board of Commissioners issued a request for proposals for a branding project that would develop a new logo and related branding materials for the Delaware County government organization;

Whereas, on September 29, 2016, the Delaware County Board of Commissioners contracted with Studio Graphique, Inc., for this branding project;

Whereas, Studio Graphique, Inc., which subsequently changed its company name to Guide Studio, worked in partnership with the Delaware County Branding Project manager and executive committee to develop and deliver a new logo and related branding materials for the Delaware County government organization;

Whereas, the Delaware County Branding Project manager and executive committee recommend the adoption and implementation of this new County logo and related branding materials;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the adoption and implementation of this new County logo and related branding materials.

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

7
RESOLUTION NO. 17-680

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING FOR LOCAL AREA 7 WORKFORCE DEVELOPMENT SYSTEM:

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

Whereas, the Director of Jobs & Family Services recommends approval of the following memorandum of understanding;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following memorandum of understanding:

**Memorandum of Understanding
for
Local Area 7
Workforce Development System**

The Area 7 Board, which is the local area workforce development board (Board), Deborah Lieberman, Montgomery County Commissioner, which is the Local Area Chief Elected Official (CEO), Montgomery County, which is the fiscal agent for purposes of this MOU, and the local required and additional partners (identified below and referred to collectively as "partners") enter into this Memorandum of Understanding (MOU).

All parties agree that the purpose of this MOU is to document the roles, responsibilities, and funding commitments the parties have negotiated and mutually agreed upon for the operation and funding of the local area workforce development system and the OhioMeansJobs center(s) in Local Area 7 (Area).

Required Partners – Per WIOA Section 121(b)(1)(B) – See Attached Partner & Services Matrix's

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Definitions

- A. **Additional Partner:** An entity that carries out a workforce development program not identified as required under WIOA that is approved by the Board and the CEOs to be included as a partner in the local area workforce development system. WIOA Section 121 (b)(2) outlines the entities that may serve as additional partners.
- B. **Affiliate Center:** A site that makes available one or more of the required or optional programs, services, and activities to job seekers and employers in the local area.
- C. **Career Services:** Services that must be provided through the local workforce development system to adults or dislocated workers as authorized under each partner’s program. Services are listed in Article IV of this MOU and defined in Attachment A.
- D. **Chief Elected Officials:** When used in reference to a local area, is the chief elected executive officers of the units of general local government in a local area.
- E. **Common Costs:** Per WIOA Section 121(i), is the costs shared by partner programs which may include costs for basic career services, such as initial intake, assessment of needs, basic skills assessment, identification of appropriate services, referrals by one partner to another partner’s program, and other similar services that may be chargeable to more than one program. Common costs and methodologies for cost sharing are included in the cost-sharing portion of this MOU.
- F. **Comprehensive Center:** A physical site where services and activities under all required programs are made available to local job seekers and employers.
- G. **Cost Allocation:** Measurement of actual costs in relation to the benefit received in order to determine each partner’s fair share of local workforce development system operating costs.
- H. **Fiscal Agent:** An entity appointed by local area chief elected officials and partners to be responsible for the administration and disbursement of WIOA and other funds allocated for workforce development programs activities in the local area.
- I. **Governor’s Executive Workforce Board:** The state workforce development board appointed by the Governor pursuant to WIOA Section 101.
- J. **Individuals with Barriers to Employment:** Defined in WIOA Section 3(24) as member of one or more of the following populations:
1. Displaced homemakers.
 2. Low-income individuals.
 3. Indians, Alaska Natives, Native Hawaiians.
 4. Individuals with disabilities (including youth).
 5. Older individuals.
 6. Ex-offenders.
 7. Homeless individuals.
 8. Youth that are in, or have aged out of, the foster care system.
 9. Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers.
 10. Eligible migrant and seasonal farmworkers.
 11. Individuals within two years of exhausting lifetime eligibility under Title IV of the Social Security Act.
 12. Single parents—including single pregnant women.
 13. Long-term unemployed individuals.
- K. **Infrastructure Costs:** Per WIOA Section 121(h)(4), it is the costs necessary for the general operation of OhioMeansJobs (aka “One-Stop”) centers to be shared by a local area and partners. Infrastructure costs include facility rental costs, utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the center—

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including planning and outreach activities.

- L. **Local Area:** A geographic area of a state designated by the Governor in accordance with WIOA Section 106 that serves as a jurisdiction for the administration of workforce development activities delivered through a local workforce development system.
- M. **Local WIOA Plan:** The local area workforce development plan developed by the local workforce development board in cooperation with the chief elected officials pursuant to WIOA Section 108 that describes the local workforce development system, the programs and services delivered through the system, an analysis of the local area workforce, workforce needs, and the strategies to align service delivery among core programs in a manner consistent with the State Plan to achieve performance goals.
- N. **Local Workforce Development Board (Board):** The board appointed by a local area's chief elected officials to be certified by the Governor or designee per WIOA Section 107. The Board is responsible for administration and oversight of the local area workforce development system in agreement with the chief elected officials and in collaboration with required and additional partners.
- O. **Local Workforce Development System:** The system established in accordance with WIOA Section 121 through which career services, access to training services, employment and training activities, and partner programs and activities as well as related support and specialized services are made available to workers and employers in a local area.
- P. **Ohio Governor's Office of Workforce Transformation (OWT):** Created by the Ohio Governor under Executive Order 2012-02K to coordinate and align workforce policies, programs and resources across state government to improve effectiveness, efficiency, and accountability.
- Q. **OhioMeansJobs:** The common identifier or brand for the Ohio workforce development system. ORC Section 6301.08 requires all local areas to use this common identifier. Per WIOA Section 121(e)(4), the OhioMeansJobs logo and brand must be used in conjunction with the Department of Labor's logo with the tagline "a proud partner of the American Job Center network".
- R. **OhioMeansJobs Center:** Referred to in WIOA as "One-Stop" centers, it is the term used collectively under the Ohio workforce system brand, "OhioMeansJobs" for the comprehensive, affiliate, and specialized centers that operate in a local area and make WIOA programs, services, and activities available to job seekers and employers.
- S. **OhioMeansJobs Center Operator:** One or more entities selected in accordance with WIOA Section 121(d) to operate an OMJ center and to perform OMJ service delivery activities in accordance with all applicable federal, state, and local rules and policies and the terms of this MOU.
- T. **Proportionate Share:** The portion of local workforce development system operating costs to be contributed by each partner in proportion to the benefits the partner's program receives from participation in the local workforce development system.
- U. **Regional Planning/Regional Plan:** Collaboration among the local workforce development boards and chief elected officials of a planning region as described in WIOA Section 106(a)(2) to develop a plan that describes cooperative service delivery strategies, industry sector initiatives, collection and analysis of labor market data, pooling of administrative funds, coordination with economic development agencies, and the execution of an agreement for regional performance accountability.
- V. **Required Partner:** An entity that carries out one or more of the programs or activities identified under WIOA Section 121(b)(1) required to make the services and activities under the partner's program available through the local workforce development system.
- W. **Resource Sharing:** The cash and/or resources each partner will contribute to fund its proportionate share of costs for operation of the local workforce development system.
- X. **Shared Services:** For purposes of this MOU, it is a shared function or activity that benefits more than one partner program and partners contribute staff time rather than cash or other resources to fund their proportionate share of these types of costs.
- Y. **Specialized Center:** A site in the local area that provides services to address specific needs, including those of dislocated workers, youth, or key industry sectors, or clusters and includes a process to make referrals to the comprehensive OhioMeansJobs Centers and affiliate centers.
- Z. **State Workforce Development Board:** The Governor's Executive Workforce Board established by the Ohio Governor pursuant to ORC 6301.04 and WIOA Section 101 to advise the Governor on the development, implementation, and continuous improvement of Ohio's workforce development system.
- AA. **State Infrastructure Funding Mechanism:** The formula that will be implemented by the state to calculate

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required partners' proportionate shares of infrastructure costs when consensus agreement cannot be reached among a local workforce development board and required partners in a local area. The method is described in Article VI of this MOU.

- BB. **State WIOA Plan:** The workforce plan developed with WIOA, and approved by the DOL that outlines the programs, services, strategies and performance goals for the statewide workforce development system.
- CC. **Training Services:** Persons deemed unable to obtain or retain employment through career services are eligible to receive training services, which include, but are not limited to: occupational skills training, on-the-job training, programs that combine workplace training with related instructions, private-sector training programs, skills upgrades, entrepreneurial training, job-readiness training, adult education and literacy activities in combination with a training program, or customized training.
- DD. **WIOA:** The Workforce Innovation and Opportunity Act of 2014, enacted to amend the Workforce Investment Act of 1998 (WIA) and to align and continuously improve workforce, education, and economic development systems to effectively address the employment and skill needs of workers, jobseekers, and employers.

Article I: Local Workforce Development System Description

- A. **Overview & General Description:** The local workforce development system includes 43 counties (listed below), 11 Comprehensive OhioMeansJobs center(s), 32 Affiliate center, and 0 Specialized centers as identified in the table below.
- B. **Administrative Structure**
 - 1. **State Workforce Development Agency:** The Ohio Department of Job & Family Services (ODJFS), Office of Workforce Development (OWD), 4020 East 5th Avenue, Columbus, Ohio 43219. OWD Grants Administration, in collaboration with the Ohio Governor's Office of Workforce Transformation, has responsibility for the administration and oversight of Ohio's workforce development system at the state and local levels.
 - 2. **Chief Elected Officials (CEOs):** Deborah Lieberman, Montgomery County Commissioners, 451 W Third Street, 11th Floor, Dayton OH 45422 and Area 7 Consortium of Chief Local Elected Officials. The CEO is responsible for the selection of the Board members, the development of by-laws for Board structure and are identified as the recipients of WIOA Adult, Dislocated Worker, and Youth funds per WIOA Section 107(d)(12).
 - 3. **Local Workforce Development Board (Board):** Area 7 Workforce Development Board, 100 S. Limestone Street, Suite 418, Springfield OH 45502. The Board is responsible for oversight and operation of the local workforce development system, which includes (with the agreement of the CEOs), the development of the local plan and the selection of OhioMeansJobs center operators.
 - 4. **Fiscal Agent:** Montgomery County, 1111 S Edwin C Moses Blvd., Dayton OH 45422. For purposes of this MOU, the Fiscal Agent is the party responsible for tracking shared local workforce development system costs, collection of partners' financial data and documentation needed for reconciliation, completion of reconciliations, adjusting budgets to actual costs, invoicing and collecting payments from partners, and distributing adjusted budgets to partners in accordance with this MOU.
 - 5. **Comprehensive OhioMeansJobs Center Operator:** See table above and attached Partner & Services Matrix. Services and activities under all required programs are made available to local job seekers and employers.
 - 6. **Affiliate OhioMeansJobs Center Operator:** See table above and attached Partner & Services Matrix. Services and activities under all required programs are made available to local job seekers and employers.
 - 7. **Specialized OhioMeansJobs Center Operator:** See table above and attached Partner & Services Matrix. Services and activities under all required programs are made available to local job seekers and employers.

Article II: Agreement Period

- A. This MOU will be in effect from July 1, 2017, until June 30, 2019, unless an extension is granted per Section B of this Article.
- B. This MOU will be renewed at the end of the MOU period identified in Section A, above. The parties agree to review the information in this MOU, note any necessary changes, and enter into good faith negotiations for the renewal MOU that will be effective July 1, 2019.

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Article III: Partner Responsibilities

- A. WIOA identifies the following minimum responsibilities for required partners in each local area workforce development system. For consistency, each partner, including each additional partner, will assume the responsibilities identified below, unless otherwise specified in this Article.
1. Provide access to partner programs and activities through the local workforce development system.
 2. Use a portion of funds made available for partner program and activities to provide career services through the local workforce development system and to maintain the local workforce development system, including costs for infrastructure, in accordance with Article VI of this MOU.
 3. Continue as a party to this MOU and enter into renewal MOUs as long as participating as a partner in the local workforce development system.
 4. Participate in the operation of the local workforce development system consistent with the terms of this MOU, the federal laws that authorize partners program or activities, and all applicable state and local laws.
- B. In addition to the minimum responsibilities required under WIOA as identified in Section A of this Article, the partners will:
1. Collaborate with the Board to establish a local priority of service policy and will ensure priority of service to veterans and covered spouses for any qualified job training program pursuant to the Jobs for Veterans Act as prescribed in 38 USC 4215.
 2. Ensure the programmatic accessibility of facilities, programs, services, technology, and materials to individuals with disabilities per WIOA Section 188.
 3. Follow procedures identified in the State, Local, and Regional Plans for compliance with WIOA Section 188 provisions regarding nondiscrimination.
 4. Notify the Board and OWD of any changes to the rules governing partner's program that impact the partner's performance and/or proportionate share under this MOU. The Board will communicate the changes to the CEOs, Fiscal Agent, OhioMeansJobs center operators, and other partners and will initiate the process to amend this MOU if necessary.
 5. Ensure compliance with OhioMeansJobs center policies and procedures by staff members who work at those locations. Should a conflict exist between the OhioMeansJobs personnel policies and a partner's personnel policies; the partner's policies will prevail.
 6. Cooperate with efforts to implement the use of an integrated, technology-based intake and case management information system as required under WIOA.
 7. Participate and cooperate in data collection and reporting and other activities to track and evaluate performance of the local workforce development system using state and local performance accountability measures.

Article IV: Coordination of Programs, Services, & Activities

All parties agree to work in cooperation to prevent duplication and to streamline and coordinate services delivered through the local workforce development system as described in this Article. The services are defined in the Career Services document, included as Attachment A to this MOU. Workflow diagram(s) are included as Attachment B to this MOU.

- A. **Coordination of Services** – The entry point for each customer is through the Client Tracking System. Customers signing in to the Client Tracking System can self-identify their needed services/partners. They can be routed to the appropriate referrals by resource room staff.
- B. **Shared Service Delivery**– The parties agree that services will be shared among the partners as described below. The parties further agree that any staff assigned to provide a service will possess the skills and qualifications needed to sufficiently perform the functions involved in the delivery of the service.
- C. **Accessibility** – The partners will implement the strategies described below to ensure that access to services provided through the local workforce development system effectively meets the needs of workers, youth, and individuals with barriers to employment—including individuals with disabilities: Each one stop will be reviewed for accessibility going into WIOA. Both as part of the One-Stop Certification process and as a proactive measure by the Area 7 Board.
- D. **Absences** – Each partner will ensure that staff functions are covered in the event of leave by the One-Stop operator or JFS Director will contact the appropriate affiliated office to notify them of the absence.

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Article V: Methods of Referral

The parties agree that referral of individuals between the OhioMeansJobs center operator(s) and the partners for the services and activities described in Article IV will be made as follows: Refer to Attachment B, Workflow Diagrams.

Article VI: Cost Sharing

Each partner agrees to pay its allocable share of infrastructure and other shared costs in proportion to use and the benefit received as negotiated and described herein. Total costs are detailed and calculated in the In the Budget, which is Attachment C to this MOU and hereby incorporated.

A. Reconciliation

All parties agree that a quarterly reconciliation of budgeted to actual costs will be completed in accordance with the following process to ensure compliance with federal Uniform Guidance and Cost Principles.

1. Upon receipt of cost information and documentation of the actual costs for the quarter, the Fiscal Agent will compare budgeted costs to actuals and will apply the allocation methods described in Section B, above, to determine the actual costs allocable to each partner.
2. The Fiscal Agent will prepare an updated budget document showing cost adjustments and will prepare an invoice for each partner with the actual costs allocable to each partner for the quarter.
3. Fiscal Agent will submit the invoices to the partners and send a copy of the updated budget to all parties no later than 15 days after the end of each quarter. The partners understand that the timeliness of the Fiscal Agent's preparation and submission of invoices and adjusted budgets is contingent upon the timeliness of each partner in providing Fiscal Agent the necessary cost information. For partners that advance funds to the local area, Fiscal Agent need only send a copy of the updated budget.
4. Upon receipt of the invoice and adjusted budget, each partner will review both documents and will submit payment to the Fiscal Agent no later than 15 days following receipt. Payment of the invoice signifies agreement with the costs in the adjusted budget. For partners that advance funds to the local area, funds for quarterly payments may be drawn down upon approval via email of the reconciled budget.
5. Partners will communicate any disputes with costs in the invoice or the adjusted budget to the Fiscal Agent and Board in writing. The Fiscal Agent will review the disputed cost items and respond accordingly to the partner and Board within 15 days of receipt of notice of the disputed costs. When necessary, the Fiscal Agent will revise the invoice and the adjusted budget upon resolution of the dispute.
6. In the event of a situation where construction, emergency repairs, outages (water, power, telephone, internet), or other unexpected situation requires the relocation of partner staff for more than 10 working days from an OhioMeansJobs Center to another site, reconciliation will include calculations of any additional costs incurred and/or reduced costs as appropriate for the circumstances (e.g., increases due to leasing alternative space or increased insurance; reduced costs due to reduction in utilities or reduced income). Costs to partners will be adjusted in accordance with the allocation base negotiated in this MOU. Such calculations will be documented in a spreadsheet and shared with all of the partners.

D. State Infrastructure Funding Mechanism – All parties acknowledge that if consensus agreement on shared infrastructure costs cannot be reached by May 31 of the last year of the MOU period listed in Article II, Section A of this MOU, the State is required under WIOA Section 121(h)(2) to implement a funding mechanism to calculate and collect each required partner's proportionate share of infrastructure costs payable to the local area. When necessary, ODJFS, on behalf of the Ohio Governor, will implement the state infrastructure funding mechanism. The state infrastructure funding mechanism will be implemented for a period consistent with the MOU period in Article II, Section A, unless the parties reach a consensus agreement on infrastructure funding prior to the end of the MOU period.

E. Budget – The Budget spreadsheet included as Attachment C to this MOU details all shared services, shared costs, cost pools, and cost allocation methods. Cost allocation and reconciliation will be calculated and documented in the Budget. Quarterly adjustments to the Budget as a result of reconciliation will not require an amendment to this MOU.

Article VII: Termination/Separation

A. MOU Termination: This MOU will remain in effect until the end date specified in Article II, Section A, unless:

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1. All parties mutually agree to terminate this MOU.
 2. WIOA and the corresponding regulations are repealed.
 3. Local area designations are changed.
- B. Partner Separation** – Any partner may terminate its participation as a party to this MOU upon 60 days written notice to the Board. In such an event:
1. Board will provide written notice to all remaining partners and to OWD Grants Administration.
 2. The Board will amend this MOU per Article VIII and the Fiscal Agent will prepare a revised budget document
- C. Effect of Termination**
1. Required Partners – Each required partner understands that participation as a party to this MOU is required under WIOA Section 121(b)(1)(A)(III) and any required partner that opts to terminate its participation as a party to this MOU:
 - a. Is still obligated as a required partner to provide access to program activities and services through a direct linkage with a comprehensive OhioMeansJobs Center.
 - b. May be subject to, and may cause all other required local partners to be subject to, the state infrastructure funding mechanism.
 - c. Must be reported to OWD Grants Administration and to the state agency that administers the partner program, as applicable. For required partners that get program funds directly from the DOL, the DOL will be notified.
 - d. May be subject to sanctions by the state and/or federal agency that administers the partner program.
 - e. Must make best efforts to find another entity that will fulfill the required partner role and/or will make recommendations to the Board and Fiscal Agent on budget adjustments or other means to defray a cost increase to the remaining partners.
 - f. Will send written notice to OWD Grants Administration and to the state agency that administers the partner program, as applicable, prior to submitting written notice of the separation to the Board. Required partners that receive funds directly from the DOL must send written notice to the DOL Grant Officer assigned to the partner in addition to OWD Grants Administration.
 2. Any non-required partner that terminates its role as a party to this MOU is no longer eligible to participate as a partner in the local workforce development system

Article VIII: Amendment

- A.** This MOU and Budget may be amended upon mutual agreement of the parties as allowable under applicable federal, state and local laws. This MOU must be amended when one or more of the following occurs:
1. The addition or removal of a partner from this MOU.
 2. A change of OhioMeansJobs center operator, the administrative structure, or the physical location of an OhioMeansJobs center.
 3. A change that significantly alters negotiated terms to this MOU—including, but not limited to—changes in shared services, service delivery, referral methods, costs or cost sharing.
 4. Any other change that will impact shared costs, which does not include updates to the budget as a result of quarterly reconciliation.
- B.** All parties agree that amendments involving changes with no impact on shared services, cost-sharing, or other negotiated terms need only be signed by authorized representatives of the Board, the CEOs, and the affected partner(s). All other amendments will require the signatures of all parties. All amendments will involve the following process:
1. The party seeking an amendment will submit a written request to the Board that includes:
 - a. The requesting party's name.

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- b. The reason(s) for the amendment request.
 - c. Each Article and Section of this MOU that will require revision.
 - d. The desired date for the amendment to be effective.
 - e. The signature of the requesting party's authorized representative.
2. If the request is approved, the Board will notify the remaining partners of the intent to amend and will allow 30 days from the date of the notice (unless another timeframe is specified in the notice) for the remaining partners to review the requested changes and to submit a response to the Board. No response by a partner will be considered approval of the requested changes.
 3. Any partner with questions and/or concerns regarding the requested changes must be submitted to the Board in writing within the specified timeframe.
 4. The Board will provide a written response to the partner within 15 days of receipt of the partner's questions. The Board will have the discretion to share questions/concerns with other partners and/or to schedule a meeting to achieve consensus on a final amendment draft.
 5. The final, approved amendment draft will be signed by authorized representatives of the affected partners then submitted to the Board for the final signature unless it is an amendment that requires the signatures of all parties, in which case, Board must secure all local signatures and submit to ODJFS for final signature.
 6. The Board will distribute copies of the fully executed amendment to all parties and to OWD.
- C. This writing is the entire agreement among the parties with respect to each party's role and responsibilities in the local workforce development system. All parties agree that any amendments to applicable laws or regulations cited herein will result in the correlative modification of this MOU without a formal, written amendment.
- D. All parties agree to communicate details of any amendments to their respective staff members whose responsibilities may be impacted by the changes and further agree to ensure that their staff members are referencing or utilizing the most current version of the MOU in the performance of their responsibilities.
- E. Amendments that will require the signatures of all parties must be executed no later than 90 days prior to the end of the MOU period. Amendments that require only the signatures of the Board, the chief elected officials, and the affected partner(s) must be executed no later than 45 days from the end of the current State Fiscal Year to allow time for Purchase Order modifications.

Article IX: Confidentiality

All parties acknowledge that program participant information and certain other types of information are considered confidential under federal and state law. All parties further acknowledge that service delivery and other activities conducted by the parties' staff members under this MOU will generate and involve the use of confidential information for more than one partner program. Therefore, all parties agree to implement the strategies described below to minimize the risks of unauthorized disclosure:

- A. All parties will ensure that their respective staff members who will deliver services and carry out activities through the local workforce development system and in the OhioMeansJobs Centers are properly informed and have completed training on the use, protection, disclosure, and disposal of confidential data as well as the criminal penalties for unauthorized use or disclosure under federal and state confidentiality laws.
- B. Further, all parties will develop procedures to implement the following safeguards, which are common requirements across federal and state confidentiality laws, and will ensure that their respective staff members are effectively trained on such procedures and follow them.
 1. Identifying the staff members who will be authorized to access confidential data in the performance of their work under this MOU.
 2. Authorizing access to such staff members in a written statement to be signed by the staff member that identifies and describes the confidential data, the authorized representative of the partner program that owns the data, the system that contains the data, the allowable uses of the data, the procedures for safeguarding the data, and the requirements, restrictions, and penalties under the applicable federal and state confidentiality laws.
 3. Storing confidential data in an area that is physically safe from access via computer, remote terminal or any other means during duty hours, non-duty hours, or when not in use.
 4. Segregating each partner program's confidential data from other data.

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5. Applying federal encryption standards to any data that is kept in a portable format or emailed.
 6. Restricting access of confidential data to only authorized employees and officials of the parties to this MOU who must access the data in the performance activities under this MOU.
 7. Processing confidential data and records created from the information under the immediate supervision and control of authorized personnel to ensure that the data will be processed and utilized in a manner that will protect the confidentiality of the information.
 8. Prohibiting disclosure of any confidential data to a third party without prior written permission from the authorized representative of the partner program responsible for the data.
 9. Limiting collection and use of any information, systems, or records that contain personal identifying data to purposes that support programs and activities under this MOU, and, when possible, de-identifying data and presenting it in aggregate form for purposes such as evaluation or reconciliation.
- C. The Board will allow partner representatives to make onsite inspections to ensure compliance with federal and state data-protection laws, regulations, and standards.
- D. In the event of any suspected or actual breach or violation of confidentiality laws or regulations for a particular program, Staff is required to notify their supervisor and or director, who will then notify Area 7 Executive Director who will notify ODJFS.
- E. Federal and State laws and regulations regarding the use and disclosure of confidential information under WIOA and the partner programs include:
1. 29 USC 2935(a)(4) WIOA Reports, Recordkeeping, Investigation.
 2. The Privacy Act (5 USC 552a).
 3. The Family Educational and Privacy Rights Act (20 USC 1232g), also referenced in WIOA Section 136(f)(3).
 4. 42 USC 602(a)(1)(A)(iv) and 42 USC 608(a)(9)(B) regarding information on TANF recipients.
 5. 7 USC 2020(e)(8) and 7 CFR 272.1(c) regarding information on recipients of Supplemental Nutrition Assistance Program (SNAP) benefits.
 6. 34 CFR 361.38 Protection, use and release of personal information of Vocational Rehabilitation Services participants.
 7. ORC 149.431 Records of governmental or nonprofit organizations receiving governmental funds.
 8. ORC 5101.27 Restricting Disclosure of Information Regarding Public Assistance Recipients.
 9. ORC 4141.21 and 4141.22 regarding use and disclosure of Unemployment Compensation records.
 10. ORC 3304.21 regarding use of information relative to participants of programs administered by Opportunities for Ohioans with Disabilities.
 11. ORC 1347.12 regarding disclosure of security breach of computerized personal information data.
 12. Sections 5101:9-22-15 and 5101:9-22-16 of the Ohio Administrative Code (OAC) regarding release of and access to confidential personal information.
 13. OAC 5101:1-1-03 regarding disclosure of information on recipients of: disability financial assistance; Ohio Works First; or Prevention, Retention, and Contingency programs under ORC Chapters 5115, 5107 and 5108, respectively.
 14. OAC 4141-43-01 and 4141-43-02 regarding disclosure of Unemployment Compensation information.
 15. OAC 3304-2-63 regarding use of information relative to applicants or participants of programs administered by Opportunities for Ohioans with Disabilities.
 16. Department of Labor, Training and Employment Guidance Letter (TEGL) 39-11 regarding handling and protection of personally identifiable information.
- F. The Board or its designee will maintain a current list of staff members who are authorized to access personal confidential information for each partner program under this MOU and will identify the types of data and data

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systems that the authorized staff members are permitted to access.

Article X: Dispute Resolution

- A. For purposes of this MOU and for other issues relevant to participation in the local workforce development system, each party expressly agrees to participate in good faith negotiations to reach a consensus on the terms and conditions in this MOU. However, should a dispute arise among any or all of the parties, all parties agree to take the steps listed below and make a good-faith effort to resolve the dispute.
 - 1. All parties agree to enlist the procedure detailed in the Area 7 administrative guidance AG302: One-Stop Memorandum of Understanding and Area 7 Policy P7-202: Complaint Procedures in the resolution of disputes.
- B. The Board and/or partners may ask ODJFS and the other state agencies responsible for oversight of partner programs to participate in the dispute resolution process.
- C. Should all reasonable attempts to resolve the dispute at the local level be unsuccessful, the Board will report the dispute to OWD, which will intervene with the parties to resolve the disputes.
- D. If the parties cannot reach a consensus agreement on infrastructure costs by May 31 of the current state fiscal year, OWD is required to initiate the state infrastructure funding mechanism detailed in Attachment D to this MOU to ensure that infrastructure costs are paid.
- E. For all other disputed terms and costs, if OWD intervention does not help resolve the dispute, OWD is required to notify the DOL and the federal agencies responsible for oversight of the partner programs that Board and partners have failed to execute an MOU.

Article XI: Limitation of Liability

To the extent permitted by law, each party agrees to be responsible for any liability that directly relates to any and all of its own acts or omissions or the acts or omissions of its employees. In no event will any party be liable for any indirect or consequential damages caused by actions or omissions of another party or by the employees of another party.

Article XII: General Provisions

All parties agree to follow all federal, state and local laws and regulations as applicable under this MOU, including those listed below, which are generally applicable to WIOA, most federally-funded partner programs, and to parties that provide programs and services on behalf of the State of Ohio.

- A. **Jobs for Veterans Act** – As stated in Article III B 1, each party agrees to provide priority of service to veterans and covered spouses for any qualified job training program pursuant to 38 USC 2813.
- B. **Americans with Disabilities** – Each party, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
- C. **Pro-Children Act** – If any activities under this MOU call for services to minors, each party agrees to comply with the Pro-Children Act of 1994 (45 CFR 98.13) that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
- D. **Drug-Free Workplace.** Each party, its officers, employees, members, sub recipient(s) and/or any independent contractors (including all field staff) associated with this MOU agree to comply with 29 CFR 94 and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. Each party will make a good faith effort to ensure that none of each party's officers, employees, members, and sub recipient(s) will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
- E. **Fair Labor Standards and Employment Practices**
 - 1. Each party hereby affirms compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
 - 2. Pursuant to WIOA Section 188, in carrying out this MOU, each party affirms that it will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion demotion, rate of pay, or eligibility for in-service training programs.
 - 3. Each party agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for

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employment.

4. Each party agrees to collect and maintain data necessary to show compliance with the foregoing nondiscrimination provisions of WIOA Section 188.
- F. **Civil Rights Assurance.** All parties hereby agree that they will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).
- G. **Work Programs.** Each party agrees not to discriminate against individuals who have or are participating in any work program administered by any County Department of Job and Family Services under ORC Chapters 5101 or 5107.
- H. **Ethics Laws.** Each party certifies that by executing this MOU, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2011-03K pertaining to ethics. Each party further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.
- I. **Conflict of Interest** – All parties agree to comply with the following, as applicable:
- a. All parties agree that they, their officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of functions and responsibilities under this MOU. If any party, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, the party will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215. The parties further agree that the person with the conflicting interest will not participate in any activities hereunder until ODJFS, in collaboration with other state partners and, if necessary, the Ohio Attorney General's office, determines that participation would not be contrary to public interest.
 - b. Each party will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- J. **Qualifications to Conduct Business** – Each party affirms that it and any and all sub recipients and subcontractors that will perform under this MOU have all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the MOU period any party or its sub recipients or subcontractors for any reason, become disqualified from conducting business in the Ohio, the affected party will notify Board in writing and will take measures to ensure that the disqualified party immediately ceases performance of activities hereunder.

Article XIII: Partial Invalidity

This MOU will be governed, construed, and enforced in accordance with all applicable federal, state, and local laws. Should any portion of this MOU be found unallowable by operation of statute or by administrative or judicial decision, it is the intention of the parties that the remaining portions of this MOU will not be affected as long as performance remains feasible with the absence of the unallowable provision(s).

Article XIV: Counterpart

This agreement may be executed in one, or more than one counterpart and each executed counterpart will be considered an original, provided that the counterpart is delivered by facsimile, mail courier or electronic mail, all of which together will constitute one and the same agreement.

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Local Area OhioMeansJobs Centers				
Center Code	OhioMeansJobs Center Name	Address	Counties Served	Hours of Operation
1.	Allen (Comprehensive)	1501 S Dixie Highway Lima OH 45802	Allen	7:00 to 4:30
2.	Ashland (Affiliate)	15 W Fourth St. Ashland OH 44805	Ashland, Holmes, Wayne	8:00 to 4:00
3.	Champaign (Affiliate)	1512 South US Hwy 68, Bay 14 Urbana OH 43078	Champaign, Clark, Logan, Madison, Union	8:30 to 4:00
4.	Clark (Comprehensive)	1345 Lagonda Ave Springfield OH 45503	Champaign, Clark, Logan, Madison, Union	8:00 to 4:30
5.	Clinton (Affiliate)	1025 S South St Suite 500 Wilmington OH 45177	Clinton, Fayette, Greene, Highland, Montgomery	8:00 to 4:30
6.	Coshocton (Affiliate)	725 Pine St. Coshocton OH 43812	Coshocton, Guernsey, Licking, Muskingum	7:00 to 4:00
7.	Darke (Affiliate)	603 Wagner Ave Greenville OH 45331	Darke, Miami, Preble, Shelby	8:00 to 4:30
8.	Defiance (Affiliate)	1300 E. Second St., Suite 202 Defiance, OH 43512	Defiance, Fulton, Henry, Paulding, Putnam, Williams	8:00 to 4:30
9.	Delaware (Affiliate)	1300 E Second St., Suite 202 Hayes Administration Bldg. Delaware OH 43015	Delaware, Knox, Marion, Morrow	8:00 to 4:15
10.	Erie (Affiliate)	221 W Parish St Sandusky OH 44870	Erie, Huron, Ottawa, Sandusky, Seneca	8:00 to 4:30
11.	Fayette (Affiliate)	1270 US Rte. 62 SW Washington CH OH 43160	Clinton, Fayette, Greene, Highland, Montgomery	8:00 to 4:30
12.	Fulton (Affiliate)	604 S Shoop Ste. 110 Wauseon, OH 43567	Defiance, Fulton, Henry, Paulding, Putnam, Williams	8:00 to 4:30
13.	Gallia (Affiliate)	848 Third Ave Gallipolis OH 45631	Gallia, Jackson, Lawrence	7:00 to 5:00
14.	Greene (Affiliate)	581 Ledbetter Rd. Xenia OH 45385	Clinton, Fayette, Greene, Highland, Montgomery	7:30 to 5:00
15.	Guernsey (Affiliate)	324 Highland Ave Cambridge OH 43725	Coshocton, Guernsey, Licking, Muskingum	7:30 to 4:00
16.	Hancock (Comprehensive)	7814 County Rd 140 PO Box 270 Findlay OH 45839	Hancock, Wood, Wyandot	8:00 to 4:30
17.	Henry (Affiliate)	104 E Washington St. Suites 201-215 PO Box 527 Napoleon OH 43545	Defiance, Fulton, Henry, Paulding, Putnam, Williams	8:00 to 4:30
18.	Highland (Affiliate)	1575 N High St Ste. 100 Hillsboro OH 45133	Clinton, Fayette, Greene, Highland, Montgomery	8:00 to 4:30
19.	Holmes (Affiliate)	85 N. Grant St., P.O. Box 72 Millersburg, OH 44654- 0072	Ashland, Holmes, Wayne	7:30 to 4:30
20.	Huron (Affiliate)	185 Shady Lane Dr. Norwalk, OH 44857- 2373	Erie, Huron, Ottawa, Sandusky, Seneca	8:00 to 4:30
21.	Jackson (Affiliate)	25 E. South St. Jackson, OH 45640	Gallia, Jackson, Lawrence	8:00 to 4:30
22.	Knox (Comprehensive)	17604 Coshocton Rd. Mount Vernon, OH 43050	Delaware, Knox, Marion, Morrow	8:00 to 4:30

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23.	Lawrence (Comprehensive)	120 N Third St Ironton OH 45639	Gallia, Jackson, Lawrence	8:00 – 4:30
24.	Licking (Comprehensive)	998 E Main St Newark OH 43055	Coshocton, Guernsey, Licking, Muskingum	8:00 – 5:00
25.	Logan (Affiliate)	211 E Columbus Ave Bellefontaine OH 43311	Champaign, Clark, Logan, Madison, Union	8:00 – 4:15
26.	Madison (Affiliate)	200 Midway St London OH 43140	Champaign, Clark, Logan, Madison, Union	8:00 - 5:00
27.	Marion (Affiliate)	622 Leader ST Marion OH 43302	Delaware, Knox, Marion, Morrow	8:00 – 4:30
28.	Miami (Affiliate)	2040 N County Rd 25-A Troy OH 45373	Darke, Miami, Preble, Shelby	8:00 – 5:00
29.	Montgomery (Comprehensive)	1111 S. Edwin C. Moses Blvd. Dayton, OH 45422-3600	Clinton, Fayette, Greene, Highland, Montgomery	8:00 – 5:00
30.	Morrow (Affiliate)	619 W. Marion Rd. Mt. Gilead, OH 43338- 1280	Delaware, Knox, Marion, Morrow	8:00 – 4:30
31.	Muskingum (Affiliate)	445 Woodlawn Ave Zanesville, OH 43701	Coshocton, Guernsey, Licking, Muskingum	7:30 to 4:30
32.	Ottawa (Affiliate)	8043 W. St. Rte. 163 Oak Harbor, OH 43449	Erie, Huron, Ottawa, Sandusky, Seneca	8:00 – 4:30
33.	Paulding (Affiliate)	252 Dooley Dr., Ste. B Paulding, OH 45879	Defiance, Fulton, Henry, Paulding, Putnam, Williams	8:00 -4:30
34.	Preble (Affiliate)	1500 Park Ave. Eaton, OH 45320	Darke, Miami, Preble, Shelby	7:30 – 4:30
35.	Putnam (Affiliate)	1225 E. Third St. P.O. Box 259 Ottawa, OH 45875	Defiance, Fulton, Henry, Paulding, Putnam, Williams	7:00 – 4:30
36.	Sandusky (Comprehensive)	2511 Countryside Dr. Fremont, OH 43420	Erie, Huron, Ottawa, Sandusky, Seneca	8:00 – 4:30
37.	Seneca (Affiliate)	900 E. County Rd. 20 Tiffin, OH 44883	Erie, Huron, Ottawa, Sandusky, Seneca	8:00 – 4:30
38.	Shelby (Comprehensive)	227 S. Ohio Ave. Sidney, OH 45365	Darke, Miami, Preble, Shelby	7:30 – 4:00
39.	Union (Affiliate)	940 London Ave., Ste. 1500, P.O. Box 389 Marysville, OH 43040-0389	Champaign, Clark, Logan, Madison, Union	7:30 – 5:00
40.	Wayne (Comprehensive)	358 W. North St. Wooster, OH 44691	Ashland, Holmes, Wayne	7:30 – 4:30
41.	Williams (Comprehensive)	1425 E. High St. Suite #107 Bryan, OH 43506	Defiance, Fulton, Henry, Paulding, Putnam, Williams	8:00 – 4:30
42.	Wood (Affiliate)	1928 E. Gypsy Lane Rd., P.O. Box 679, Bowling Green, OH 43402	Hancock, Wood, Wyandot	8:00 – 4:30
43.	Wyandot (Affiliate)	120 E. Johnson St. Upper Sandusky, OH 43351	Hancock, Wood, Wyandot	8:00 – 4:30

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

8**RESOLUTION NO. 17-681**

IN THE MATTER OF APPROVING A CONTRACT AND ADDENDUM FOR THE PURCHASE OF STRATEGIC PLAN DEVELOPMENT AND IMPLEMENTATION SERVICES BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THOMAS P. MILLER & ASSOCIATES, LLC.:

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

Whereas, the Director of Job & Family Services recommends approval of the following contract;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract:

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**CONTRACT
FOR THE PURCHASE OF
STRATEGIC PLAN DEVELOPMENT AND IMPLEMENTATION SERVICES
BETWEEN THE DELAWARE COUNTY
BOARD OF COUNTY COMMISSIONERS
AND
THOMAS P. MILLER & ASSOCIATES, LLC.**

This Contract is entered into this 29th day of June, 2017 by and between the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015 on behalf of Delaware County Department of Job and Family Services (hereinafter, "DCDJFS"), whose address is 140 North Sandusky Street, Delaware, Ohio 43015, and Thomas P. Miller and Associates, LLC. (hereinafter, "PROVIDER") whose address is 16 North Meridian Street, Suite 430, Indianapolis, Indiana 46202 (hereinafter singly "Party," collectively, "Parties").

PRELIMINARY STATEMENTS

WHEREAS, PROVIDER provides strategic plan development and implementation services to citizens in Ohio; and,

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

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

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

1. PURPOSE OF CONTRACT

The purpose of this Contract is to state the covenants and conditions under which PROVIDER, for and on behalf of DCDJFS, will provide strategic plan development and implementation services (hereinafter collectively "Services") for the benefit of DCDJFS clients in Delaware County, Ohio. Services to be provided, the budget, and forms to be used for such Services are respectively described in detail and/or set forth in:

RFP # 05-CY17 ;
Submittals A1, A2, A3;
Forms Represented In RFP# 05-CY17;
Proposal P-1 and accompanying attachments.
Addendum to contract

All of the terms and conditions found in the above-named documents are hereby incorporated into this Contract and made a part of this Contract.

2. TERM

This Agreement shall be effective July 6, 2017 through December 31, 2017.

3. SCOPE OF SERVICES/DELIVERABLES

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

RFP # 05-CY17 ;
Submittals A1, A2, A3;
Forms Represented In RFP# 05-CY17;
Proposal P-1 and accompanying attachments.

with the following additions or exceptions listed below:

Addendum to contract

Ten (10) percent of the maximum contract value shall be paid only if the expected outcomes stated in RFP # 05-CY17, Section 3.2, Expected Outcomes, are achieved.

4. FINANCIAL AGREEMENT

A. PAYMENT PROCEDURES:

DCDJFS shall reimburse PROVIDER in accordance with:

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RFP # 05-CY17 Clause 3.2 and Clause 3.3;
Proposal Form P-1, Schedule of Payments;
Reimbursable Costs Identified in Submittals A1, A2, and A3

To receive such reimbursement, PROVIDER shall submit to DCDJFS proper monthly invoices for Services actually provided.

The Provider shall provide a monthly invoice to the DCDJFS no later than 30 days past the service month. Failure to provide the invoice within the 30 days may delay payment of the invoice.

If the invoice is not received by DCDJFS within the 30-day deadline, the Provider agrees to be bound by a negotiated percentage removal rate. Department and Provider will negotiate these rates and come to an agreement upon a reasonable and determinable amount. The below mentioned percentage rates are merely suggested rates, the final rates will be agreed upon between upon by DCDJFS and the Provider.

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

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

Client signature sheets for specific trips are not required with invoices but must be available upon request during contract monitoring.

B. MAXIMUM PAYMENT:

PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to DCDJFS, the lesser of the following: (1) The maximum amount of Twenty Four Thousand Nine Hundred Sixty Eight Dollars and No Cents (\$24,968.00) or (2) the amount of actual expenditures made by PROVIDER for purposes of providing the Services. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of Twenty Four Thousand Nine Hundred Sixty Eight Dollars and No Cents (\$24,968.00).

C. INCENTIVES:

As an incentive to meet or exceed the expected outcomes in this Contract, 10% of the total contract amount shall be withheld from PROVIDER's payment upon the failure to meet the following criteria:

Expected outcomes defined in Section 3.2 of RFP# 05-CY17.

PROVIDER may decide its payment point to be quarterly or yearly, at which time PROVIDER's performance will be assessed based on the above criteria. A withholding, if deemed necessary, will be made at that time.

5. AWARD INFORMATION

Not applicable.

6. LIMITATION OF SOURCE OF FUNDS

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

7. DUPLICATE BILLING/OVERPAYMENT

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

8. INFORMATION REQUIREMENTS

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

9. AVAILABILITY AND RETENTION OF RECORDS

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

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

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

10. INDEPENDENT FINANCIAL RECORDS

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

11. SERVICE DELIVERY RECORDS

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

12. RESPONSIBILITY FOR INDEPENDENT AUDIT

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

13. RESPONSIBILITY OF AUDIT EXCEPTIONS

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

14. INDEPENDENT CONTRACTORS

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

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

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

Because PROVIDER has been designated as an independent contractor or another classification other than

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

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

15. SUBCONTRACTOR APPROVAL

Prior to the commencement of this contract, PROVIDER shall submit a written request to DCDJFS for approval of the use of any subcontractor who will perform work under this contract. The request must include the subcontractor’s name, address, and phone number, and a statement of the work to be performed by that subcontractor. PROVIDER agrees not to permit any subcontractor to begin work under this contract, and that no substitutions will be made, without prior written approval. PROVIDER further agrees not to grant any unapproved subcontractor access to any DCDJFS or county facility, equipment, client, or client records.

With respect to any subcontractor and any other person or entity PROVIDER will use to do work under this contract, PROVIDER shall have an ongoing duty to notify DCDJFS of any known or suspected quality or safety issues, criminal activity, or violations of state or federal law, whether occurring in the past, present, or foreseeable future. Provider shall use good faith, reasonable efforts to resolve any such issues to DCDJFS’s satisfaction. DCDJFS, in its sole discretion, may deny or revoke approval of any subcontractor, the use of which could adversely affect the quality or safety of the work, create a risk of harm to persons or property, or result in liability or loss of funds for the County, including, but not limited to, liability under state or federal law.

PROVIDER’s failure to comply with any of the obligations of this section shall be deemed a material breach of the contract. In the event of such breach, DCDJFS shall provide notice of the breach and may immediately withhold any further payments due and terminate the contract without liability for any such payments. In lieu of termination, DCDJFS may, at its option, choose to withhold any further payments due until PROVIDER complies with the obligations of this section. Nothing in this contract shall be construed as giving DCDJFS the right to direct or control the work of PROVIDER or its employees, agents, or subcontractors.

16. INDEMNIFICATION

PROVIDER shall provide indemnification as follows:

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

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environment, including, but not limited to land, water, or air, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the contracted parties performance of this Contract or their actions or omissions. PROVIDER agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that PROVIDER shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. PROVIDER further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that PROVIDER shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees.

17. INSURANCE

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

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

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

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

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

Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.

The Board of Delaware County Commissioners (not the Department of Job & Family Services) must be named as "Additional Insured" on the policies listed above. The Board of Delaware County Commissioners must also be named as the Certificate Holder.

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

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

Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$3,000,000 Combined Single Limit.

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

All insurance shall be written by insurance companies licensed to do business in the State of Ohio.

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

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

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

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

Provider's failure to maintain current insurance certificates at any time during the duration of the contract awarded pursuant to this RFP shall be deemed a breach of the contract. In the event of such breach, the

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County shall have the right to withhold any further payment(s) due to Provider and to terminate the contract immediately without liability for any such payment(s).

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

18. CONFLICT OF INTEREST

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

19. PROGRAM EVALUATION AND MONITORING

Programmatic Monitoring is required by ORC 5101:2-47-23.1. Such monitoring will take place a maximum of three times per year (two announced and one unannounced site visits), utilizing a monitoring format and checklist developed by the DCDJFS. The checklist will be used to sign-off and confirm agreement on the items that are non-compliant with contract terms and deliverables. Contractor will be required to develop a plan, approved by the DCDJFS, to correct noncompliance issues within a term defined by the DCDJFS.

20. RESPONSIBILITY FOR BOARD / DCDJFS PROPERTY

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

21. TERMINATION

A. TERMINATION FOR THE CONVENIENCE:

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

B. BREACH OR DEFAULT:

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

C. WAIVER:

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

D. LOSS OF FUNDING:

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

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termination. Such changes and/or termination shall be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by DCDJFS.

22. SAFEGUARDING OF CLIENT

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

23. CIVIL RIGHTS

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

24. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED

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

25. FAIR HEARING

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

26. DRUG-FREE WORKPLACE

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

27. CAMPAIGN FINANCE – COMPLIANCE WITH ORC § 3517.13

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

28. FINDINGS FOR RECOVERY

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

29. ASSURANCES AND CERTIFICATIONS

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PROVIDER assures and certifies that:

1. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
2. Appropriate standards for health and safety in work and training situations will be maintained.
3. It shall comply with the provisions of the Delaware County Concealed Carry Policy when providing services under this Contract.
4. All reports, brochures, literature and pamphlets developed through the Contract will acknowledge DCDJFS and its role as the funding source for activities and programs of PROVIDER.
5. It recognizes and accepts its responsibility to maintain easily accessible and auditable financial and programmatic records.
6. Neither it nor any other units planned for participation in the activities to be funded hereunder, are listed on the debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to Contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment.
7. It will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.
8. It agrees to comply with 42 U.S.C. Sections 1320d through 1320d-8, and implementing regulations at 45 C.F.R. Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996.
9. Nothing in this Contract shall be interpreted to prohibit concurrent use of multiple sources of public funds to serve participants as long as the funds from Contract supplement and do not supplant existing services. Supplanting of funds is considered material breach of this Contract, permitting DCDJFS to terminate the Contract.
10. All fixed assets purchased with funds provided through this Contract remain the property of the BOARD. Upon termination of the Contract, PROVIDER may be asked to return equipment and other fixed assets to Board or DCDJFS.
11. It agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. PROVIDER further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
12. It is bound by all of the confidentiality, disclosure and safeguarding requirements of the Ohio Revised Code and the Ohio Department of Job & Family Services, including, but not limited to those stated in the Ohio Revised Code Sections 5101.26, 5101.27, 5101.272, 5101.28, 5160.45, 42 Code of Federal Regulations Sections 431.300 through 431.307 and Ohio Administrative Code Section 5101:1-1-03 and 5160:1-1-01.1. Disclosure of information in a manner not in accordance with all applicable federal and state laws and regulations is deemed a breach of the Contract and subject to the imposition of penalties, including, but not limited to, the penalties found in Revised Code Section 5101.99.
13. By signing this Contract, PROVIDER certifies that it is currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code chapter 102 and the related provisions of chapter 2921.
14. It will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.D. 1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any federal award will be disclosed.
15. It will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 SC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15, which prohibit the use under nonexempt federal contracts, grants, or lands of facilities included in the EPA List of

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Violating Facilities. Violations shall be reported to the State/county agency and to the US EPA Assistant Administrator for Enforcement (EN-329).

- 16. It is not listed in the non-procurement portion of the General Services Administration’s “List of Parties Excluded from Federal Procurement or Non-procurement Programs” in accordance with Executive Orders 12549 and 12689. Endorsement of this Contract certifies its exclusion status and that of its principals. PROVIDER shall immediately notify Board of any delinquent federal debt, and in the event of such delinquent debt, the Government wide commercial purchase card shall not be authorized as a method of payment under the Contract. In the event that PROVIDER is placed on the excluded party list at any time, BOARD or DCDJFS shall have the right to terminate this Contract immediately without additional payment for any services rendered. PROVIDER shall reimburse Board for any loss, costs, or expenses resulting from PROVIDER’s inclusion on the excluded parties list or PROVIDER’s delinquent federal debt.
- 17. It shall report any suspected public assistance fraud to the Fraud and Benefit Recovery Unit of the Ohio Department of Job and Family Services.
- 18. It will ensure that no contracts are entered into with or purchase made from a person or entity which is debarred or suspended or is otherwise ineligible for participation in federal assistance programs in accordance with OAC Section 5101:9-4-07(J)(7).
- 19. It will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented by DOL regulations (29 C.F.R. part 3).
- 20. It will comply with sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 3708) as supplemented by DOL regulations (29 C.F.R. part 5).
- 21. It will comply with "Rights to Inventions" clause 37 C.F.R. part 401 pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this contract.

30. NOTICES

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

PROVIDER:	Delaware County Job and Family Services
Thomas P. Miller	David S. Dombrosky
Thomas P. Miller and Associates, LLC	Director
1630 North Meridian Street, Suite 430	Delaware County Job and Family Services
Indianapolis, Indiana 46202	140 N. Sandusky St., 2 nd Floor
	Delaware, Ohio 43015

31. PUBLICITY

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

32. GOVERNING LAW

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

33. SEVERABILITY

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

34. ENTIRE AGREEMENT

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

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35. SIGNATURES

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

36. EFFECT OF SIGNATURE

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

**ADDENDUM TO THE CONTRACT
FOR
STRATEGIC PLAN DEVELOPMENT AND IMPLEMENTATION SERVICES
BETWEEN
DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES (DCDJFS)
AND
THOMAS P. MILLER AND ASSOCIATES, LLC. (PROVIDER)**

Whereas, DCDJFS and Provider have entered into the attached Contract for Strategic Plan Development and Implementation Services; and

Whereas, DCDJFS and Provider have agreed to modify the Contract to include the additional terms and conditions set forth herein; and

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

Deliverables

Provider shall conduct an in-person kickoff meeting with DCDJFS staff to initiate the project and communicate process and goals.

Stakeholder Input Sessions

Provider shall incorporate the use of communication tools such as online surveys and conference calls with community partners as needed to supplement in person input session(s) with external stakeholders to ensure input from a representative cross section is achieved.

Quarterly Progress Assessments

Provider shall conduct project activities as summarized in the project chart below:

	May	June	July	Aug	Sept	Oct	Nov	Dec
Data Collection and Analysis								
Stakeholder Input Sessions								
DCDJFS Leadership Planning Session								
Develop Strategic Plan								
Present Strategic Plan to DCDJFS Management								
Present Strategic Plan to Delaware County Administrator and County Board of Commissioners								
Quarterly Progress Assessments								

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All-inclusive hourly rates include:

- Employee salary (at various levels including Director, Asst. Director, Senior Project Consultant, Project Assistant, and Administrative/Support)
- Employee benefits
- Company overhead (including such things as rent, administrative staff, furniture, office supplies, copying/printer, etc.)

Deliverable and Payment Schedule

Estimated project hours are included in the Deliverables and Billing chart below.

Deliverables	Approx. Hours	Due	Amount
Team Communication and Launch Call	26	July 30, 2017	\$3,620
Data Collection and Analysis; Stakeholder Input Sessions; DCDJFS Leadership Planning Session; and Associated Travel	80	August 31, 2017	\$11,418
Develop Strategic Plan; Present Strategic Plan to DCDJFS Management; Present Strategic Plan to Delaware County Administrator and County Board of Commissioners; and Associated Travel	51	September 21, 2017	\$7,200
Quarterly Progress Assessments and Project Administration/Management (Total is at least 10% of total cost of project, due at completion of Project)	21	December 31, 2017	\$2,730
Total Project Budget			\$24,968

Travel Costs Breakdown

Travel Estimator	Estimated Rate	Units	Total
Rental Car	\$90/day	5	450.00
Fuel	\$101/trip	4	404.00
Meals	\$50	1	50.00

Budget Detail A1-A3 Updated

Updated A1-A3, dated 06/08/17, is attached.

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

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RESOLUTION NO. 17-682

IN THE MATTER OF APPROVING A FIRST AMENDMENT TO THE CONTRACT FOR THE PURCHASE OF TRANSPORTATION SERVICES BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND DELAWARE COUNTY TRANSIT AUTHORITY:

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

Whereas, the Director of Job & Family Services recommends approval of the following contract amendment;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract amendment for Transportation Services:

**First Amendment
To**

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**Contract for the Purchase of
Transportation Services
Between
Delaware County Board of County Commissioners
and
Delaware County Transit Board**

This First Amendment of the Contract For The Provision of Transportation Services is entered into this 29th day of June, 2017 by and between the Delaware County Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015 on behalf of Delaware County Department of Job and Family Services (hereinafter "DCDJFS") whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, and Delaware County Transit Board (hereinafter "DCTB") whose address is 119 Henderson Court, Delaware, Ohio 43015 (hereinafter collectively the "Parties").

WHEREAS, the Parties entered into the Contract for Transportation Services on June 27, 2016.

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, "Provisions").

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Agreement to add the following Provisions:
 - A. The contract service period shall be extended through June 30, 2018.
 - B. The maximum amount payable pursuant to this contract shall be increased to \$200,000.
 - C. DCDJFS has accepted federal funds to provide transportation for eligible clients using the following funding streams:
 - Temporary Assistance for Needy Family Families (TANF), CFDA # 93.558, Purpose # 1 and Purpose # 2.
 - Workforce Innovation and Opportunity Act, (WIOA), CFDA # 17.259.
 - Supplemental Nutrition Assistance Program (SNAP), CFDA # 10.561.
 - Social Services Block Grant, Title XX, CFDA # 93.667.

2. Signatures

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

3. Conflicts

In the event of a conflict between the terms of the Contract and this First Amendment, the terms of the First Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract not changed by this First Amendment remain the same, unchanged, and in full force and effect.

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

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RESOLUTION NO. 17-683

IN THE MATTER OF AMENDING THE CHILD PLACEMENT SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND MOHICAN YOUTH ACADEMY:

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

Whereas, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations, and

Whereas, the Director of Job & Family Services recommends approval of the following contract amendment;

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Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract amendment for Child Care Placement with Mohican Youth Academy:

**First Amendment
To
Contract for the Provision of Child Placement
And Related Services
Between
Delaware County
and
Mohican Youth Academy**

This First Amendment of the Contract For The Provision of Child Placement And Related Services is entered into this 29th day of June, 2017 by and between the Delaware County, Ohio Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Department of Job and Family Services, a Title IV-E Agency, (hereinafter "Agency") whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, and Mohican Youth Academy (hereinafter "Provider") whose address is 1012 ODNR Mohican 51, Perrysville, Ohio 44864 (hereinafter collectively the "Parties.).

WHEREAS, the Parties entered into the Contract for the Provision of Child Placement and Related Services on May 31, 2017.

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, "Provisions").

NOW THEREFORE, the Parties agree as follows:

- 1. The Parties agree to amend the Agreement to add the following Provisions:
 - A. The contract service period shall be extended through April 4, 2018.
 - B. The maximum amount payable pursuant to this contract is increased to \$93,000.

2. Signatures

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

3. Conflicts

In the event of a conflict between the terms of the Contract and this First Amendment, the terms of the First Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract not changed by this First Amendment remain the same, unchanged, and in full force and effect.

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

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RESOLUTION NO. 17-684

IN THE MATTER OF APPROVING AN ADDENDUM TO THE LEASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE OHIO DEPARTMENT OF PUBLIC SAFETY BUREAU OF MOTOR VEHICLES FOR THE FRANK B. WILLIS BUILDING DELAWARE DEPUTY REGISTRAR AGENCY:

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

Whereas, the Facilities Supervisor recommends the following addendum to the lease agreement;

Therefore Be It Resolved, that the Board of Commissioners approve the addendum to lease agreement with The Ohio Department Of Public Safety For the Bureau Of Motor Vehicles For The Frank B. Willis Building Delaware Deputy Registrar Agency:

ADDENDUM NO. 4 TO LEASE

It is hereby mutually agreed by and between

Delaware County Commissioners

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as Lessor, and

**Ohio Department of Public Safety
Bureau of Motor Vehicles**

as Lessee, that effective July 1, 2017 a certain lease entered into as of August 1, 2008, covering 1,479 square feet of office space and described as:

**Bureau of Motor Vehicles
Delaware Deputy Registrar Agency
Frank B. Willis Building
2081 U.S. Highway 23 North
Delaware, Ohio 43015**

be amended as follows:

Article II:

Add: The lease will extend for an additional term beginning July 1, 2017 through June 30, 2019.

Article II: The annual rental rate will remain at \$16,928.35, or \$1,410.70 per month, during the next renewal period.

Article IX, Subparagraph J

Insert: "cumulative" before the word "snowfall" so the sentence will read:

Such removal to occur after cumulative snowfall of two (2) inches and/or before agency business hours in the event of overnight precipitation.

Article IX, Subparagraph L

Delete: Maintain parking lot.

Add: Maintain parking lot and appropriate markings. Lessor will make all repairs to the parking lot. Cold patch repairs shall be made by the Lessor within ten (10) days of Lessee's notice, with permanent repairs made within four (4) months of said notice.

Article XI, Subparagraph B.3

Delete: • "telephone"

Replace with: "telecommunication"

Article IX, Subparagraph Q

Add (New): Paint interior every five (5) years.

Article XVIII:

Delete: The Lessor shall, at its sole cost and expense, RECORD a memorandum of this Lease and any addendum to this Lease in the office of the County Recorder of Delaware County. Lessor's failure to record these documents pursuant to the Ohio Revised Code shall render them null and void and there shall be no agreement whatsoever between Lessor and Lessee. Lessor shall, as proof of recording, return one original recorded copy of the Memorandum of Lease or any Addendum of Lease to the Ohio Department of Public Safety, Facility Management Section, 1970 West Broad Street-Fifth Floor, Columbus, Ohio 43223.

Add: In the event of sale of the property by Lessor, Lessor shall require the purchaser to take the property subject to Lessee's leasehold interests, require the purchaser to fulfill the obligations of the Lessor under this Lease, and to ensure the Lessee's right of possession and quiet enjoyment are not compromised.

All other terms and conditions of the lease will remain the same.

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

12

RESOLUTION NO. 17-685

IN THE MATTER OF APPROVING AN ADDENDUM TO THE LEASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE OHIO DEPARTMENT OF PUBLIC SAFETY OHIO STATE HIGHWAY PATROL FOR THE FRANK B. WILLIS BUILDING

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DELAWARE DRIVE EXAM STATION:

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

Whereas, the Facilities Supervisor recommends the following addendum to the lease agreement;

Therefore Be It Resolved, that the Board of Commissioners approve the Addendum to lease agreement with The Ohio Department Of Public Safety for the Ohio State Highway Patrol For The Frank B. Willis Building Delaware Drive Exam Station:

ADDENDUM NO. 5 TO LEASE

It is hereby mutually agreed by and between

Delaware County Commissioners

as Lessor, and

**Ohio Department of Public Safety
Bureau of Motor Vehicles**

as Lessee, that effective July 1, 2017 a certain lease entered into as of August 1, 2008, covering 1,387 square feet of office space and described as:

be amended as follows:

**Bureau of Motor Vehicles
Delaware Drive Exam Station
Frank B. Willis Building
2081 U.S. Highway 23 North
Delaware, Ohio 43015**

Article II:

Add: The lease will extend for an additional term beginning July 1, 2017 through June 30, 2019.

Article II:

The annual rental rate will remain at \$15,875.33, or \$3,968.84 per quarter, during the next renewal period.

Article II

Rental invoices in the amount of \$3,968.84 should be sent in quarterly (1st quarter July- September; 2nd quarter October -December; 3rd quarter January-March; 4th quarter April-June).

Invoices shall be presented from the 10th through the 15th day of the first of the month of the quarter for payment by the 15th day of the 3rd month. In the event that the invoices are not presented from the 10th through the 15th of the first month, the lessee will make payment in the invoices within thirty (30) days of receipt of a proper invoices.

Article II

All rental invoices should be sent to:

Ohio Shared Services
P.O. Box 182880
Columbus, Ohio 43218-2880
1-877-644-6771
Invoices@ohio.gov

Article VIII, Subparagraph J

Insert: "cumulative" before the word "snowfall" so the sentence will read:

Such removal to occur after cumulative snowfall of two (2) inches and/or before agency business hours in the event of overnight precipitation.

Article VIII, Subparagraph L

Delete: Maintain parking lot and both testing areas.

Add: Maintain parking lot and appropriate markings. Lessor will make all repairs to the parking lot. Cold patch repairs shall be made by the Lessor within ten (10) days of Lessee's notice, with permanent repairs made within four (4) months of said notice.

Article X, Subparagraph 8.3

Delete: "telephone"

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Replace with: "telecommunication"

Article VIII, Subparagraph Q

Add (New): Paint interior every five (5) years.

Article XVI:

Delete: • The Lessor shall, at its sole cost and expense, RECORD a memorandum of this Lease and any addendum to this Lease in the office of the County Recorder of Delaware County. Lessor's failure to record these documents pursuant to the Ohio Revised Code shall render them null and void and there shall be no agreement whatsoever between Lessor and Lessee. Lessor shall, as proof of recording, return one original recorded copy of the Memorandum of Lease or any Addendum of Lease to the Ohio Department of Public Safety, Facility Management Section, 1970 West Broad Street-Fifth Floor, Columbus, Ohio 43223.

Add: In the event of sale of the property by Lessor, Lessor shall require the purchaser to take the property subject to Lessee's leasehold interests, require the purchaser to fulfill the obligations of the Lessor under this Lease, and to ensure the Lessee's right of possession and quiet enjoyment are not compromised.

All other terms and conditions of the lease will remain the same.

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

13

RESOLUTION NO. 17-686

IN THE MATTER OF APPROVING AN EXTENSION TO THE MEMORANDUM OF UNDERSTANDING BETWEEN DELAWARE COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES AND AFSCME LOCAL 2896, OHIO COUNCIL 8, AFL-CIO:

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

WHEREAS, the Board of Commissioners of Delaware County by Resolution No. 13-1312 dated December 19th 2013, approved a Memorandum of Understanding for Severe Emergency and On-Call Situations with an expiration date of December 31, 2016; and

WHEREAS, the Director of Environmental Services recommends extension of the Memorandum of Understanding until a date of December 31, 2019;

NOW THEREFORE BE IT RESOLVED, that The Board of Commissioners of Delaware County, State of Ohio, approve an extension of the Memorandum of Understanding until a date of December 31, 2019.

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

14

RESOLUTION NO. 17-687

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER'S AGREEMENT FOR FOURWINDS DRIVE:

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

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

THEREFORE, BE IT RESOLVED that the Board of Commissioners approve the Sanitary Subdivider's Agreement for Sanitary Improvement Plans for Fourwinds Drive:

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 29th day of June, 2017, by and between Brookdoc Investments LLC, hereinafter called "Subdivider", and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County") as evidenced by the Final Dedication Plat of Fourwinds Drive Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the "Improvements") shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Section 2** of the Sanitary Sewer Improvement Plans for Fourwinds Drive, dated April 4, 2017, and approved by the County on April 27, 2017, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

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SECTION II: CAPACITY

There are 28 single family residential equivalent connections approved for Section 1 with this Agreement. There are 0 single family residential equivalent connections approved for Section 2 with this Agreement. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat is recorded. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

Section 1 includes connections for Jason Hatfield Automotive LLC (Parcel No. 41811001043000) and Northgate Community Church Inc (Parcel No. 41722002019000). These connections will require a Commercial Tap Fee Form be submitted to the County. The number of residential equivalent connections will be determined following submittal of these forms.

SECTION III: FINANCIAL WARRANTY

OPTIONS:

- (1) Should the Subdivider elect to record the plat prior to beginning construction, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$373,584.00) which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should the Subdivider elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as Subdivider elects to record the plat. At that time, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the Delaware County Sanitary Engineer.

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

Initials _____

Date _____

The Subdivider shall within thirty (30) days following completion of construction of both Section 1 and Section 2, and prior to final acceptance, furnish to the Delaware County Sanitary Engineer a five (5) year maintenance bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The Subdivider further agrees that any violations of or noncompliance with any of the provisions and stipulations of this Agreement shall constitute a breach of contract, and the County shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the Improvements for Sanitary Sewer Improvement Plans for Fourwinds Drive.

SECTION IV: FEES

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of Sanitary Sewer Improvement Plans for Fourwinds Drive (\$13,075.44). The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sum of \$31,725.00 estimated to be necessary to pay the cost of inspection for Fourwinds Drive Section 1 and 2 by the Delaware County Sanitary Engineer. The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the Delaware County Sanitary Engineer shall be reimbursed from charges against the deposit. At such time as the fund has been depleted to a level of \$600.00 or less, as a result of charges against the fund at the rate of:

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

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

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for Sanitary Sewer Improvement Plans for Fourwinds Drive as required by the County.

SECTION V: CONSTRUCTION

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

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

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or explosive used in the Work, or by or on account of any accident caused by negligence, or any other act or omission of the Subdivider, and any of its contractors or the contractors' agents or employees in connection with the Work.

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

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

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

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

SECTION VI: EASEMENTS

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

SECTION VII: COMPLETION OF CONSTRUCTION

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

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

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

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

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

After the acceptance of the Improvements, the capacity charge and any surcharges shall be paid by the

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applicant upon request to the Delaware County Sanitary Engineer for a tap permit to connect to the sanitary sewer.

SECTION VIII: SIGNATURES

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

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

15

RESOLUTION NO. 17-688

IN THE MATTER OF ACCEPTING A LIMITED WARRANTY DEED FROM NORTHSTAR RESIDENTIAL DEVELOPMENT, LLC:

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

WHEREAS, the Delaware County Board of Commissioners owns and operates the NorthStar Development Water Reclamation Facility located on a 3.087 acre tract of land owned by Northstar Residential Development, LLC; and

WHEREAS, Northstar Residential Development, LLC is transferring the Water Reclamation Facility parcel to the Delaware County Board of Commissioners, via limited warranty deed; and

WHEREAS, the Sanitary Engineer recommends acceptance of the limited warranty deed from Northstar Residential Development, LLC;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby accepts the following limited warranty deed from Northstar Residential Development, LLC, and directs the Sanitary Engineer to cause the deed to be recorded:

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT: **Northstar Residential Development, LLC**, the Grantor herein, in consideration of the sum of \$1.00 to be paid by the **Board of Commissioners of Delaware County, Ohio**, the Grantee herein, does hereby grant, bargain, sell, convey and release, with limited warranty covenants, to said Grantee, its successors and assigns forever, all right, title and interest in fee simple in the following described real estate:

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF
Prior Instrument Reference: Volume 879, Page 1486, Delaware County Recorder's Office.

And the said Grantor, for itself and its successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that it is the true and lawful owner of said premises, and lawfully seized of the same in fee simple, and has good right and full power to grant, bargain, sell, convey and release the same in the manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable.

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

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

16

RESOLUTION NO. 17-689

IN THE MATTER OF APPROVING CONTRACT MODIFICATION #1 FOR THE PROJECT KNOWN AS 2016-2017 ROADSIDE MOWING CONTRACT:

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

Section 1:

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WHEREAS, bids were opened on May 10, 2016 for the project known as 2016-2017 Roadside Mowing Contract; and

WHEREAS, as the result of the referenced bid opening, The Engineer recommended that a bid award be made to B&L Packrat Enterprises LLC, the only bidder for the project; and

WHEREAS, under Resolution No. 16-531, The Commissioners approved the Contract with B&L Packrat Enterprises LLC for the year 2016; and

WHEREAS, the County Engineer recommends approval of Contract Modification #1 between the Delaware County Commissioners and B&L Packrat Enterprises LLC for the year 2017 for the project known as 2016-2017 Roadside Mowing Contract;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves Contract Modification #1 between the Delaware County Commissioners and B&L Packrat Enterprises LLC for the year 2017 for the project known as 2016-2017 Roadside Mowing Contract as follows:

**CONTRACT
Modification #1**

THIS AGREEMENT is made this 29th day of June, 2017 by and between B&L Packrat Enterprises LLC, P.O. Box 147, Radnor, Ohio 43066, hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the improvements embraced in the project named “2016-2017 Delaware County Mowing Contract (West Side)”, and required supplemental work for the project, all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total of work performed at the unit prices stipulated in the Bid opened May 10, 2016, for the respective items of work completed for the total sum not to exceed Sixty-One Thousand Nine Hundred Eighty-Six Dollars and Fifty-Eight Cents (\$61,986.58), subject to additions and deductions as provided in the Contract Documents. The total sum includes required mowing for 2017 at Fifty-Eight Thousand Two Hundred Sixty-Six Dollars and Fifty-Eight Cents (\$58,266.58) and supplemental mowing at the discretion of and only upon the authorization of the County Engineer at a price not to exceed Three Thousand Seven Hundred Twenty Dollars (\$3,720).

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

Section 2:

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

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

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RESOLUTION NO. 17-690**IN THE MATTER OF DECLARING AN EMERGENCY FOR THE UNINTERRUPTED AND PROMPT PROVISION OF BUILDING INSPECTIONS WITHIN DELAWARE COUNTY:**

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") provides building inspections for Delaware County through its Code Compliance Department; and

WHEREAS, the Delaware County Code Compliance Department has, without time for adequate planning, realized a reduction in essential inspection staff due to retirement, resignation, and unexpected leave; and

WHEREAS, the uninterrupted and prompt provision of building inspections is necessary to ensure public health, safety, and welfare, as well as to avoid unnecessary delays in construction and development; and

WHEREAS, on April 6, 2017, the Board adopted Resolution No. 17-334, approving a contract with Toole & Associates for building official, plan review, and inspection services (the "Agreement"); and

WHEREAS, the Agreement established a maximum amount of compensation not to exceed \$25,000, which will be insufficient to cover the increased cost of inspections due to the unexpected staff shortage; and

WHEREAS, pursuant to section 307.86(A)(1) of the Revised Code, the Board may award a contract without competitive bidding if, by a unanimous vote of its members, the Board makes a determination that a real and present emergency exists, and that determination and the reasons for it are entered in the minutes of the proceedings of the Board, when the estimated cost is less than one hundred thousand dollars; and

WHEREAS, the Delaware County Code Compliance Director recommends that this Board determine that an emergency exists and that the maximum amount of compensation in the Agreement be increased to an amount not to exceed \$99,999;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO:

Section 1. The Board hereby determines that a real and present emergency exists: the Delaware County Code Compliance Department has realized an unexpected reduction in essential inspection staff due to retirement, resignation, and leave, jeopardizing the uninterrupted and prompt provision of building inspections necessary to ensure public health, safety, and welfare and to avoid unnecessary delays in construction and development within Delaware County.

Section 2. The Board hereby authorizes the County Administrator to execute a change order to the Agreement with Toole & Associates to increase the maximum amount of compensation under the Agreement to an amount not to exceed \$99,999. All other terms and conditions of the Agreement shall remain in full force and effect.

Section 3. The Board hereby directs the Code Compliance Director to continue to exercise best efforts to recruit and hire staff inspectors to minimize the costs incurred under the Agreement. The Board also hereby directs the Code Compliance Director to prepare the necessary documents to solicit competitive sealed proposals for inspection services in the event replacement staff cannot be hired prior to the exhaustion of emergency funds under the Agreement.

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

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

18**RESOLUTION NO. 17-691****IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE COUNTY FINANCE AUTHORITY BOARD OF DIRECTORS:**

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

WHEREAS, on April 24, 2006, the Delaware County Board of Commissioners (the "Board of Commissioners") adopted Resolution No. 06-506, creating the Delaware County Port Authority, pursuant to section 4582.22 of the Revised Code, which was later renamed as the Delaware County Finance Authority in Resolution No. 13-973; and

WHEREAS, the Board of Commissioners shall make appointments to the Delaware County Finance Authority Board of Directors, pursuant to Resolution No. 06-506 and section 4582.27 of the Revised Code; and

WHEREAS, the Board of Commissioners approved, via Resolution No. 16-490, the addition of two additional

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members to the Board of Directors to make a total of seven members; and

WHEREAS, there is currently a vacancy in a term for one member of the Board of Directors expiring on December 31, 2018;

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

Section 1. The Board of Commissioners hereby approves the appointment of Scott Cubberly for the unexpired term ending on December 31, 2018.

Section 2. The appointment approved herein shall be effective on June 29, 2017.

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

**19
RESOLUTION NO. 17-692**

**IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE COUNTY FINANCE
AUTHORITY BOARD OF DIRECTORS:**

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

WHEREAS, on April 24, 2006, the Delaware County Board of Commissioners (the "Board of Commissioners") adopted Resolution No. 06-506, creating the Delaware County Port Authority, pursuant to section 4582.22 of the Revised Code, which was later renamed as the Delaware County Finance Authority in Resolution No. 13-973; and

WHEREAS, the Board of Commissioners shall make appointments to the Delaware County Finance Authority Board of Directors, pursuant to Resolution No. 06-506 and section 4582.27 of the Revised Code; and

WHEREAS, the Board of Commissioners approved, via Resolution No. 16-490, the addition of two additional members to the Board of Directors to make a total of seven members; and

WHEREAS, there is currently a vacancy in a term for one member of the Board of Directors expiring on December 31, 2019;

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

Section 1. The Board of Commissioners hereby approves the appointment of Jon Bennehoof for the unexpired term ending on December 31, 2019.

Section 2. The appointment approved herein shall be effective on June 29, 2017.

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

**20
ADMINISTRATOR REPORTS**

Ferzan Ahmed, County Administrator

- Dawn Huston will be participating in the JFS Strategic Plan today that was passed today. We are looking for cohesion within the different department of the county.
- Will be attending the Regional Planning meeting tonight on behalf of Commissioner Merrell.
- Thank you to Jane Hawes and the Committee for their work on the branding project. Our hope is that the new brand will help updates people's view of Delaware County.

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COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Lewis

- Attended the Bridges Community Action meeting yesterday. R.E.A. presented the results of their audit. It was a clean audit.
- Judge Hemmetter is looking for volunteers for the Veterans' Docket. The volunteers are to be veterans' of the Armed Forces willing to help those veterans who are offenders.

Commissioner Merrell

- Happy belated birthday to Dawn Huston.
- Will be attending the Ross County MORPC tour next Thursday. Would need to leave the commissioners' meeting by 10:30 AM to be on time for that.
- Many thanks to Rep. Carfagna and Brenner for their support to the NCO and their efforts in listening to their constituents.

Commissioner Benton

- Had an Investment Committee meeting this morning. Treasurer Peterson is doing a great job keeping tabs on the money for the county.

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- The Farm Bureau breakfast will be held tomorrow morning. County Administrator Ferzan Ahmed, will be attending on behalf of the Commissioners.
- Happy 4th of July to everyone. There will no Commissioner Session Monday, July 3rd.
- Thank you to Commissioner Merrell for wearing a purple tie today in support of Golf Awareness Week.

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RESOLUTION NO. 17-693

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; DISMISSAL OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to adjourn into Executive Session at 10:32 AM.

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

RESOLUTION NO. 17-694

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn out of Executive Session at 11:08 AM.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners