

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 24, 2017**

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

Present:
Gary Merrell, Vice President
Barb Lewis, Commissioner

Absent:
Jeff Benton, President

1
RESOLUTION NO. 17-880

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 17, 2017:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on August 17, 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 Absent

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

4
RESOLUTION NO. 17-881

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0823:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0823 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
R1704517	POGGEMEYER DESIGN GROUP INC	PY16 CDBG ADMINISTRATION AND FAIR HOUSING	23011705 - 5365	\$20,000.00
R1704647	CHILDRENS HOSPITAL MEDICAL CENTER	RESIDENTIAL CENTER	22511607 - 5342	\$15,000.00
R1704698	COUNTY RISK SHARING AUTHORITY	CLAIM DATE: 05.01.2015	60111901 - 5370	\$8,758.28
R1704710	EVENT METAL DETECT	XRAY MACHINE/METAL DETECTOR	40411414 - 5450	\$28,780.00
R1704745	PELTON ENVIRONMENTAL PRODUCTS	EQUIPMENT PARTS FOR AERATION DIFFUSERS AND PUMPS FOR THE ADDITION OF GLYCERINE	66211907 - 5201	\$8,565.90

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

5
RESOLUTION NO. 17-882

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

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The Emergency Medical Department is requesting that Lt. Dan Jividen attend an Ohio Active Assailant Conference in Columbus, Ohio on September 15, 2017 at the cost of \$79.00 (fund number 10011303).

The Emergency Medical Department is requesting that Lt. Dan Jividen attend a Respiratory Fit Testing Class in Pickerington, Ohio from October 30-31, 2017 at no cost.

The Emergency Medical Department is requesting that Lt. Jen Ransom attend a Resuscitation Academy in Seattle, Washington from October 9-11, 2017 at no cost.

The Emergency Medical Department is requesting that Lt. Jen Ransom attend an OSU Center for EMS Conference in Columbus, Ohio from September 7-8, 2017 at the cost of \$30.00 (fund number 10011303).

The Economic Development Department is requesting that Jenna Jackson take a certification test in Toronto, CA on September 16, 2017 at the cost of \$540.00 (fund number 21011113).

The Child Support Enforcement Agency is requesting that Wendy Shannon and Maren Aikey attend a Hearing Officer Roundtable meeting on September 7, 2017 at no cost.

The Facilities Department is requesting that Dave Ferguson and Jeff Doellinger attend the Farm Science Review in London, Ohio September 19, 2017, at the cost of \$14.00 (fund number 10011105)

The Code Compliance Department is requesting that Dave Diehl, Chris Stanich, John Hickman, Ross Bigelow & Fred Fowler attend the Ohio Building, Plumbing and Mechanical Code Update on Monday, August 28, 2017 in Columbus, Ohio at no cost.

The Code Compliance Department is requesting that Ric Irvine, Joseph Amato & Ed Spiers Attend an Ohio Building, Plumbing and Mechanical Code Update on Friday, September 1, 2017 in Columbus, Ohio at no cost.

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

**6
RESOLUTION NO. 17-883**

SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF THE WEDGEWOOD SUBDIVISION SECTIONS 2, 3, 3A, 4, 5, 7, 8, 9 DRAINAGE MAINTENANCE IMPROVEMENT PETITION FILED BY THE WEDGEWOOD HOMEOWNERS ASSOCIATION AND OTHERS:

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

WHEREAS, on July 11, 2017, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by members of the Wedgewood Homeowners Association and Others to:

1. To repair, replace, or alter the existing improvement as required and to maintain the improvement per engineering plan (exhibit C) on the course hereinafter set forth.
2. In Delaware County, Liberty Township, in WEDGEWOOD SUBDIVISION SECTIONS 2, 3, 3A, 4, 5, 7, 8, 9 generally following the existing course and terrain of the improvement shown on engineer plan in this subdivision.

WHEREAS, the proper bond has been filed with the clerk, approved, conditioned for the payment of costs of notices, plus any other incidental expenses, except the cost incurred by the Engineer in making his preliminary reports, if the prayer of this petition is not granted, or if the petition is for any cause dismissed, unless the Board decides to pay the Engineer's cost from the bond in accordance with Section 6131.09 of the Revised Code;

THEREFORE, BE IT RESOLVED, BY THE Board of County Commissioners, that **Monday October 9, 2017 at 1:30PM**, in the vicinity of the intersection of Preston Court and Preston Way, be and the same is hereby fixed as the time and place for the view thereon, and

BE IT FURTHER RESOLVED, that **Thursday December 7, 2017 at 10:00AM** at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio be and the same is hereby fixed as the time and place for the first hearing on the petition, and

BE IT FURTHER RESOLVED, that notice of said view and hearing be given, as required by law.

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

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RESOLUTION NO. 17-884

IN THE MATTER OF APPROVING AN ADDENDUM TO THE VIEWING INFORMATION APPROVED IN RESOLUTION NO. 17-839 FOR THE CONSIDERATION OF THE SCIOTO RIDGE CROSSING LLC DRAINAGE IMPROVEMENT PETITION FILED BY SCIOTO RIDGE CROSSING LLC:

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

WHEREAS, on July 6, 2017, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by Scioto Ridge Crossing LLC, to:1) Generally improve the drainage, both surface and subsurface, to a good and sufficient outlet by replacing or repairing, or altering the existing improvement as required and/or creating new surface and subsurface drainage mains or laterals as requested by this petition.2) Commencing at the western property line of an original 80.696 acre parcel conveyed to Scioto Ridge Crossing in Official Record 1438, page 1970. Thence west across a 5.97 tract owned by Mark E. and Kriss E. Ross (PIN 41933002014000) and a 5.00 acre tract owned by Thomas and Sharon Cole (PIN 41933002013000) to an existing culvert that crosses Section Line Road extending to where an adequate and Sufficient outlet is provided; and

Whereas, Resolution No. 17-839 Set A Date And Time For Viewing And Public Hearing For Consideration Of The Scioto Ridge Crossing LLC Drainage Improvement Petition Filed By Scioto Ridge Crossing Llc; and

WHEREAS, it has been determined that due to access and traffic safety concerns the location and method of the **Monday October 2, 2017 at 1:30P.M.** view of the proposed improvement area shall take place at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio with the use of video technology. At the scheduled viewing, a video will be available to gain an overview of the project limits and zoom in to specific areas the landowners would like the Commissioners to see.

THEREFORE, BE IT RESOLVED, BY THE Board of County Commissioners, that the **Monday October 2, 2017 at 1:30P.M.** view of the proposed improvement area shall take place at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio with the use of video technology.

BE IT FURTHER RESOLVED, that notice of said view on Monday October 2, 2017 and hearing on Thursday November 30, 2017 be given, as required by law.

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

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RESOLUTION NO. 17-885

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

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

Whereas, the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

Now, Therefore, Be It Resolved, that the following permits are hereby approved by the Board of Delaware County Commissioners:

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Permit #	Applicant	Location	Type of Work
U17-099	Spectrum	Buttermilk Hill Road	Place cable in ROW
U17-100	Spectrum	Woodtown Road	Place cable in ROW
U17-101	WOW	S. Old State Road	Directional Bore
U17-102	WOW	Worthington Road	Directional Bore
U17-103	Del-Co Water	Olive Green Road	Road bore & Install water line
U17-104	Del-Co Water	Moody Road	Install water line
U17-105	Del-Co Water	Moody Road	Install water line
U17-106	AEP	Liberty Road	Replace Poles
U17-107	Columbia Gas	Trenton Park Phase 1	Install gas main
U17-108	Spectrum	Coppertop Lane	Place cable in ROW
U17-109	WOW	Vernon Avenue	Place cable in ROW

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

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RESOLUTION NO. 17-886

IN THE MATTER OF APPROVING AN AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND TITLE FIRST AGENCY, INC. FOR TITLE SERVICES FOR THE AGRICULTURAL EASEMENT PURCHASE PROGRAM:

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

AGREEMENT FOR TITLE SERVICES

This Agreement is made and entered into on this 24th day of August 2017 by and between the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015, ("Commissioners"), and Title First Agency, Inc., 999 Polaris Parkway, Suite 101, Columbus, Ohio 43240 ("Contractor"), the Ohio Department of Agriculture, 8995 East Main Street, Reynoldsburg, Ohio 43068 ("ODA") shall be considered a third party beneficiary of this agreement who hereby agree as follows:

WHEREAS, the Commissioners desire to engage Contractor to perform title search, commitment, escrow and closing services; and

WHEREAS, Ohio Revised Code Section 901.21 empowers the Ohio Department of Agriculture (ODA) in Cooperative Agreement with the Commissioners to acquire agricultural easements and to do all things necessary to retain land acquired thereby predominantly in agricultural use; and

WHEREAS, the Commissioners and ODA are proposing to purchase agricultural easements using funds from the Clean Ohio Agricultural Easement Purchase Program; and

WHEREAS, the Commissioners are required by Cooperative Agreement and deems it necessary to conduct a title search, obtain title insurance and secure an escrow agent for closing for such purposes; and

WHEREAS, Contractor desires to perform such services for the Commissioners in accordance with the terms and conditions prescribed by the Commissioners;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the parties hereto agree as follows:

ARTICLE I: NATURE OF CONTRACT

- 1.1 Contractor shall be employed as an independent contractor, to fulfill the terms of this Agreement. It is specifically understood that the nature of the services to be rendered under this Agreement are of such a nature that the Commissioners are the sole judge of the adequacy of such services.
- 1.2 The Commissioners enter into this Agreement in reliance upon Contractor's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Contractor warrants that it does

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possess the necessary expertise and experience.

- 1.3 Contractor shall perform the services to be rendered under this Agreement and the Commissioners shall not hire, supervise, or pay any assistants to Contractor in its performance under this Agreement. The Commissioners shall not be required to provide any training to Contractor to enable it to perform services required hereunder.
- 1.4 The Commissioners may, from time to time as it deems appropriate and necessary, communicate specific instructions and requests to the Contractor concerning the performance of the work described in this Agreement. Upon such notice and within a reasonable time, the Contractor shall comply with such instructions and fulfill such requests to the satisfaction of the Commissioners. It is expressly understood by the parties that the instructions and requests are for the sole purpose of performing the specific tasks requested and to ensure satisfactory completion of the work described in this Agreement.

ARTICLE II. SCOPE OF WORK

- 2.1 The Contractor shall perform the services set forth in Exhibit A, Scope of Work, for the property described in Exhibit B, both attached hereto and incorporated by reference as if fully rewritten herein.
- 2.2 The closing shall occur within ten (10) business days ("Closing Date") after the Commissioners via the Delaware Soil and Water Conservation District ("District") and ODA forwards the Escrow Agreement with Purchase Payment to Escrow Agent.
- 2.3 The Commissioners may, from time to time as it deems appropriate, communicate specific instructions and requests to the Contractor concerning the performance of the work described in this contract. Upon such notice, the Contractor shall comply with such instructions and fulfill such requests to the satisfaction of the Commissioners. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this contract. The Contractor shall retain responsibility for the management of the work, including the exclusive right to control or direct the manner or means by which the work described herein is performed. The Commissioners retains the right to ensure that the work of the Contractor is in conformity with the terms and conditions of the Agreement. Contractor is to accept direction from the District and ODA in the performance of work contained in this Agreement and set forth in Exhibit A, unless explicitly stated otherwise in writing by the Commissioners.

ARTICLE III. TIME OF PERFORMANCE.

- 3.1 The services as stated in Exhibit A, Scope of Work, shall be commenced on the date this agreement is entered into and concluded on or before the due date set forth in Exhibit B, excluding the recording of the easement. The recording of the easement shall occur on or before.
- 3.2 This Agreement shall remain in effect until the work described in Exhibit A, Scope of Work, is completed to the satisfaction of the Commissioners and until Contractor is paid in accordance with Article IV, Compensation, or until terminated as provided in Article VI, Termination of Contractor's Services, whichever is sooner.
- 3.3 It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of Ohio Revised Code ("R.C.") 3517.13, R.C. 127.16, or R.C. Chapter 102.

ARTICLE IV. COMPENSATION.

- 4.1 Initial title examination fees shall be paid, upon completion of the initial services by the Landowners who the District issued Notices of Selection to proceed to Phase 3, in accordance with the Ohio Administrative Code (OAC) 901-2-06 in Exhibit C. The Contractor shall be paid for services rendered as outlined in Exhibit B. Contractor shall be paid at the closing out of the proceeds to be deducted from the ODA's purchase funds.
- 4.2 The total amount due was computed according to the cost schedule set forth in Exhibit B.
- 4.3 Contractor shall not be reimbursed for travel, lodging or any other expenses incurred in the performance of this Agreement.
- 4.4 Contractor shall submit an invoice for the services performed at least thirty (30) days prior to closing consistent with this Article IV, Compensation. The invoice shall contain a description of the services performed and the sum due at that time pursuant to this Agreement.
- 4.5 Payment for Contractor services shall be made after all documents are recorded as required by the closing of the agricultural easement.

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- 4.6 If, after costs are incurred for services, Landowners become ineligible for any reason or withdraws from receiving funding, Landowners shall be held completely responsible and shall reimburse the Commissioners or Contractor for all such costs in Exhibit B.
- 4.7 All additional attorney fees accrued from additional services required to secure a title commitment shall be paid by the landowner under separate agreement, and under no circumstances shall the Commissioners be required to pay the cost, expense, or fees incurred for any services performed by Contractor by, through, or in connection with this Agreement.

ARTICLE V: CERTIFICATION OF FUNDS

- 5.1 It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, and the Commissioners shall receive written notice that such funds have been made available to the Commissioners by the Clean Ohio Agricultural Easement Purchase Program funding source.

ARTICLE VI: TERMINATION OF CONTRACTOR'S SERVICES

- 6.1 The Commissioners may, at any time prior to the completion of services by the Contractor under this Agreement, suspend or terminate this Agreement with or without cause by giving written notice to the Contractor.
- 6.2 Upon notice of suspension or termination, Contractor shall cease all work on the suspended or terminated activities under this Agreement, suspend or terminate all subcontracts relating to the suspended or terminated activities, take all necessary steps to limit disbursements and minimize costs, and if requested by the Commissioners, furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all work under this Agreement, including, without limitation, results, conclusions resulting therefrom, and any other matters the Commissioners require.
- 6.3 Contractor shall be paid for services rendered up to the date the Contractor received notice of suspension or termination, less any payments previously made, provided Contractor has supported such payments with detailed factual data containing services performed and hours worked. In the event of suspension or termination, any payments made by the Commissioners for which Contractor has not rendered services shall be refunded.
- 6.4 In the event this Agreement is terminated prior to its completion, Contractor, upon payment as specified, shall deliver to Commissioners all work products and documents which have been prepared by Contractor in the course of providing services under this Agreement. All such materials shall become and remain the property of the Commissioners, to be used in such manner and for such purpose as the Commissioners may choose.
- 6.5 Contractor agrees to waive any right to, and shall make no claim for, additional compensation against the Commissioners by reason of such suspension or termination.
- 6.6 Contractor may terminate this Agreement upon thirty (30) days prior written notice provided to the Commissioners.

ARTICLE VII: RELATIONSHIP OF PARTIES

- 7.1 The Commissioners and Contractor agree that Contractor shall be engaged by the Commissioners solely on an independent contractor basis, and Contractor shall therefore be responsible for all of its own business expenses, including, but not limited to, computers, phone service and office space. Contractor will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.
- 7.2 While Contractor shall be required to render services described hereunder for the Commissioners during the term of this Agreement, nothing herein shall be construed to imply, by reason of Contractor's engagement hereunder as an independent contractor, that the Commissioners shall have or may exercise any right of control over Contractor with regard to the manner or method of Contractor's performance of services hereunder.
- 7.3 Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.
- 7.4 It is fully understood and agreed that the Contractor is an independent contractor and is not an agent, servant or employee of the Commissioners or the State of Ohio.

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ARTICLE VIII: RECORD KEEPING

- 8.1 During the performance of the services required by this Agreement and for a period of three years after its completion, the Contractor shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to the Commissioners as the Commissioners may reasonably require.

ARTICLE IX: RELATED AGREEMENTS

- 9.1 The work contemplated in this Agreement is to be performed by Contractor, who may subcontract without the Commissioner's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services described in Exhibit A, Scope of Work, but which are required for its satisfactory completion. Contractor shall not enter into other subcontracts related to the work described in this Agreement without prior written approval by the Commissioners. All work subcontracted shall be at Contractor's expense.
- 9.2 Contractor shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind the Commissioners to terms inconsistent with, or at variance from, this Agreement.
- 9.3 Contractor warrants that it has not entered into, nor shall it enter into, other agreements, without prior written approval of the Commissioners, to perform substantially identical work for the State of Ohio such that the product contemplated hereunder duplicates the work called for by the other agreements.
- 9.4 Contractor shall furnish to the Commissioners a list of all subcontractors, their addresses, tax identification numbers, and the dollar amount of each subcontract.

ARTICLE X: CONFLICTS OF INTEREST AND OFFSHORE LABOR PROHIBITION

- 10.1 No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.
- 10.2 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Commissioners in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless the Commissioners shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- 10.3 The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Agreement. Contractor shall perform no services required under this Agreement outside the United States and agrees to immediately notify the Commissioners of any Change or shift in the location(s) of services performed by the Contractor or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) that are outside the United States.
- 10.4 By signing this Agreement, Contractor certifies that it is in, and will remain in, compliance with Executive Order 2011-12K and will not assign or subcontract the work under this Agreement to an entity outside the United States. Contractor has completed and signed the Affirmation and Disclosure Form found in Exhibit D and will return it to the Commissioners along with this Agreement.

ARTICLE XI: NONDISCRIMINATION OF EMPLOYMENT

- 11.1 Pursuant to R.C. 125.111, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, national origin, sexual orientation, military status, ancestry, or disability against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement.
- 11.2 Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, national origin, sexual orientation, military status, ancestry, or disability.
- 11.3 Contractor represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the Commissioners of Administrative Services.

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ARTICLE XII: RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

- 12.1 The Commissioners shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Contractor pursuant to this Agreement. No such documents or other materials produced (in whole or in part) with funds provided to Contractor by the Commissioners shall be subject to copyright by Contractor in the United States or any other country.
- 12.2 Contractor agrees that all deliverables or original works created under this Agreement shall be made freely available to the general public to the extent permitted or required by law until and unless specified otherwise by the Commissioners. Any requests received by Contractor should be referred to the Commissioners.

ARTICLE XIII: CONFIDENTIALITY

- 13.1 Contractor shall not discuss or disclose any information or material obtained pursuant to its obligations under this Agreement without the prior written consent of the Commissioners.
- 13.2 All provisions of this Agreement relating to “confidentiality” shall remain binding upon Contractor in the event of cancellation.

ARTICLE XIV: LIABILITY

- 14.1 Contractor agrees to indemnify and to hold the Commissioners and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to Contractor’s own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third parties utilized by Contractor, or joint venturers while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.
- 14.2 Contractor shall bear all costs associated with defending the Commissioners and the State of Ohio against any claims as outlined in paragraph 14.1.
- 14.3 In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

ARTICLE XV: COMPLIANCE WITH LAWS

- 15.1 Contractor, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.
- 15.2 Contractor affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the contract period Contractor, for any reason, becomes disqualified from conducting business in the State of Ohio, Contractor will immediately notify the Commissioners in writing and will immediately cease performance of contract activities.

ARTICLE XVI: DRUG FREE WORKPLACE

- 16.1 Contractor agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way when they are engaged in the work being performed hereunder.

ARTICLE XVII: CAMPAIGN CONTRIBUTIONS

- 17.1 Contractor hereby certifies that neither Contractor nor any of Contractor’s partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in R.C. 3517.13.

ARTICLE XVIII: ENTIRE AGREEMENT/WAIVER

- 18.1 This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.
- 18.2 This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
- 18.3 A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

ARTICLE XIX: NOTICES

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19.1 All notices, consents, requests and other communications hereunder shall be in writing and shall be deemed to be given upon receipt thereof, and shall be sent to the addresses set forth hereunder or to such other address as the other party hereto may designate by written notice transmitted in accordance with this provision.

- 1). In case of the Commissioners to:
- 2). In case of the Contractor, to:

ARTICLE XX: HEADINGS

20.1 The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

ARTICLE XXI: SEVERABILITY

21.1 The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless, be binding and enforceable.

ARTICLE XXII: CONTROLLING LAW

22.1 This Agreement and the rights of the parties hereto shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Contractor agrees that only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performances thereunder.

ARTICLE XXIII: SUCCESSORS AND ASSIGNS

23.1 Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by the Contractor, without the prior written consent of the Commissioners.

ARTICLE XXIV: FINDINGS FOR RECOVERY

24.1 Contractor warrants that it is not subject to an "unresolved" finding for recovery under R.C. 9.24. If this warranty is found to be false, this Agreement is void ab initio and the Contractor shall immediately repay to the Commissioners any funds paid under this Agreement.

ARTICLE XXV: DEBARMENT

25.1 Contractor represents and warrants that it is not debarred from consideration for contract awards by the Director of the Commissioners of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25. If this representation and warranty is found to be false, this Agreement is void ab initio and Contractor shall immediately repay to the Commissioners any funds paid under this Agreement.

ARTICLE XXVI: EXECUTION

27.1 This Agreement is not binding upon the Commissioners unless executed in full.

ARTICLE XXVII: ANTITRUST ASSIGNMENT

28.1 Contractor agrees to assign to the Commissioners all State and Federal antitrust claims and causes of action that relate to all goods and services provided for in this Agreement.

ARTICLE XXVIII: CONFLICT

29.1 In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first above written.

**Exhibit A
SCOPE OF WORK**

A. Title Search. The Contractor, under the direction and to the satisfaction of the Commissioners, shall search the public records concerning the titles to the parcels of such real estate as delineated in the Agricultural Easement Parcel Number List attached hereto as Exhibit B and incorporated herein by reference. The Contractor shall submit a written report, in a form acceptable to the Commissioners, as to each parcel, each of which shall include the factual information enumerated below, to the extent that such information can be ascertained from a search of the public records relating to the title of said real estate. The search shall cover a period sufficient to satisfy the State that all matters presently affecting the title have been found, but in no event for a period less than

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ninety (90) years with legible copies of the source documents. The search shall be documented in a Commitment for Title Insurance, which should include at a minimum the following:

1. The name, address, and marital status of record holder or holders of title.
2. The name, address of spouse, if any, a record holder or holders of title.
3. List of the combined actual total acreage for the entire interest in land being acquired in the Easement.
4. The names, and if it appears of record, the address, of the owners of any encumbrances upon or interest in the real estate. such as mortgages, land contract, leases, easements, rights-of-way, mineral rights or reservations, together with the recording references and dates thereof.
5. Unsatisfied executions and lien judgments, foreign or domestic, or pending suits of record in the courts of records and on file in the Sheriff s office and the Clerk of Court's office of said county, which may affect the title to the real estate examination.
6. Any other tax liens, mechanics liens, recognizance liens, unemployment compensation liens, workers compensation liens or any other infirmity, encumbrances, liens, or cloud on title disclosed by the public records of the County where the real estate is located.
7. The tax duplicate description, auditor's parcel number, current agricultural recoupment or use valuation, if applicable, and current tax valuation, including statement of taxes, assessment liens, penalties, and interest which have not been paid and are a lien.
8. The gross acres of all parcels, minus highway rights-of-way and all other exclusions or transfers, in order to provide a net acreage of all parcels for the agricultural easement.
9. Attach a complete copy of recorded deed of the land or parcels of land which make up an owner's property which are used as a unit of land acquired for the Commissioners and the Ohio Department of Agriculture's (ODA) purposes, together with the recording reference and dates thereof, and a statement of the total acreage to be acquired by the agricultural easement.

B. Title Insurance Commitment

1. Contractor shall provide a title insurance commitment naming the Ohio Department of Agriculture as an insured party.

C. Escrow Services

1. Contractor shall provide escrow services and shall serve as escrow agent at closing specified by The Commissioners and the Ohio Department of Agriculture for the purchase of the agricultural easement.
2. Costs incurred for title services will be reimbursed to the Commissioners and ODA through the title insurance company, as escrow agent, at closing by the respective landowner noted in Exhibit B as documented in the ODA approved settlement statement (HUD-1).

D. Closing

1. Contractor shall provide recording services surrounding the agricultural easement acquisition in the most cost effective manner on behalf of the Commissioners and ODA subject to the pre- approval of the Commissioners and ODA.
2. Unless otherwise agreed to in advance by the Commissioners and ODA, Contractor shall schedule and conduct a "roundtable" closing for the agricultural easement at a mutually convenient place and time for all necessary parties.
3. The title agent will collect all required signatures for necessary documents and record the easement and any other necessary documents, in addition to any other items outlined in the Closing Letter.
4. The Commissioners and ODA shall tender a lump sum payment to title insurance company, as escrow agent, for distribution to the landowner and/or landowner's assignee(s) in the proportions directed by the landowner.
5. All recorded original documents as requested in the Closing Letter must be returned to the Commissioners and ODA as soon as possible.
6. Secure a policy of title insurance if the federal government is involved on A.LT.A U.S. Policy Form 1991 for an amount specified by the Commissioners and ODA or an A.LT.A. U.S. Policy Form 2006 to the local sponsor when requested.

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- 7. Secure an Owners Policy of title insurance for ODA.

Exhibit B

This property to be covered by easement in the Ohio Agricultural Easement Purchase Program is inclusive of the following parcels:

Owner: John B. Gabriel, Hannah W. Gabriel and Bruce E. Gabriel Property Location: Harlem Road Galena OH 43021

County: Delaware Township: Porter

Parcel Number:
31623001017000

Acres:
188.33

Title Search:	\$350.00
Title Insurance	\$50.00
Commitment: Title	\$1,757.00 (based on \$376,644.00)
Insurance Premium:	\$
Settlement Fee:	\$250.00

TOTAL:

Plus additional Costs as needed:

Title Update and Recording:	\$75.00/ update
Copy Costs:	\$2.00/page
Courier Fee:	\$/25.00/package

Title Search Due Date: TBD

Exhibit A

1. The name, address, and marital status of record holder or holders of title.
2. The name, address of spouse, if any, a record holder or holders of title.
3. List of the combined actual total acreage for the entire interest in land being acquired in the Easement.
4. The names, and if it appears of record, the address, of the owners of any encumbrances upon or interest in the real estate. such as mortgages, land contract, leases, easements, rights-of-way, mineral rights or reservations, together with the recording references and dates thereof.
5. Unsatisfied executions and lien judgments, foreign or domestic, or pending suits of record in the courts of records and on file in the Sheriff's office and the Clerk of Court's office of said county, which may affect the title to the real estate examination.
6. Any other tax liens, mechanics liens, recognizance liens, unemployment compensation liens, workers compensation liens or any other infirmity, encumbrances, liens, or cloud on title disclosed by the public records of the County where the real estate is located.
7. The tax duplicate description, auditor's parcel number, current agricultural recoupment or use valuation, if applicable, and current tax valuation, including statement of taxes, assessment liens, penalties, and interest which have not been paid and are a lien.
8. The gross acres of all parcels, minus highway rights-of-way and all other exclusions or transfers, in order to provide a net acreage of all parcels for the agricultural easement.
9. Attach a complete copy of recorded deed of the land or parcels of land which make up an owner's property which are used as a unit of land acquired for the Commissioners and the Ohio Department of Agriculture's (ODA) purposes, together with the recording reference and dates thereof, and a statement of the total acreage to be acquired by the agricultural easement.

(Exhibits Available In The Commissioners' Office And Delaware County Soil And Water Conservation Office Until No Longer Of Administrative Value)

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

10

RESOLUTION NO. 17-887

IN THE MATTER OF ACCEPTING THE AWARD TO THE OHIO DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES FOR THE DELAWARE COUNTY FAMILY TREATMENT COURT PROGRAM FOR DELAWARE COUNTY JUVENILE AND PROBATE COURT:

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

WHEREAS, the Delaware County Juvenile and Probate Court has applied for and been awarded the Ohio Department of Mental Health and Addiction Services award (the "Grant"); and

WHEREAS; Delaware Juvenile Court's Adult & Juvenile Treatment Courts (ATC, JTC) provide incentive and support as participants pursue rehabilitation. Participants: juveniles adjudicated delinquent, or parents with open JFS cases, both the result of drug/alcohol misuse or mental illness. Combined, ATC & JTC dockets comprise 12-24 people, with annual rotations of 6-12 participants. The requested \$51716 will fund a portion of the Coordinator position, who maintains the Dockets' function and supervises the Treatment Court staff. and

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

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

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

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

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

Grant #	1800088
Source:	Ohio Department of Mental Health and Addiction Services
Grant Period:	07/01/2017 – 06/30/2018
Grant Amount:	\$51,716.00
Local Cash Match:	<u>\$0.00</u>
Total Grant Amount:	\$51,716.00

Section 2. The Board hereby authorizes Court Administrator Stenman, as the designated official, to execute reports and administrative documents for the Grant.

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

11

RESOLUTION NO. 17-888

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION TO THE OHIO DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES FOR THE 2018 SPECIALIZED DOCKET SUPPORT FOR THE DELAWARE COUNTY FAMILY TREATMENT COURT PROGRAM:

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

Grant #	SFY2018 – SPECIALIZED DOCKET SUPPORT
Source:	Ohio Department of Mental Health and Addiction Services
Grant Period:	07/01/2017 – 06/30/2018
Grant Amount:	\$30,000.00
Local Cash Match:	<u>\$0.00</u>
Total Grant Amount:	\$30,000.00

Delaware Juvenile Court's Adult & Juvenile Treatment Courts (ATC, JTC) provide incentive and support as participants pursue rehabilitation. Participants: juveniles adjudicated delinquent, or parents with open JFS cases, both the result of drug/alcohol misuse or mental illness. Combined, ATC & JTC dockets comprise 12-24 people, with annual rotations of 6-12 participants. The requested \$30,000.00 will fund a portion of the Magistrate's position responsible for this docket.

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

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12

RESOLUTION NO. 17-889

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE FAMILY AND CHILDREN FIRST COUNCIL:

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

Supplemental Appropriations	Description	Amount
70161603/5348	FCFC General/Client Services	\$ 17,000.00
70161606/5348	Help Me Grow General Revenue/Client Services	\$ 10,000.00
Vote on Motion	Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Absent	

13

RESOLUTION NO. 17-890

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

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

Whereas, the Family Services Planning Committee has unanimously approved the revised Prevention, Retention and Contingency (PRC) Plan effective October 1, 2017;

Whereas, the biennial review of this PRC Plan is required in rule 5108.04 of the Ohio Revised Code;

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

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

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

1. Introduction

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

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

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

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

- Non-recurrent, short-term benefits that:
 - i. Are designed to deal with a specific crisis situation or episode of need
 - ii. Are not intended to meet recurrent or ongoing needs
 - iii. Will not extend beyond four months
- Work subsidies (ie: payment to employers to help cover the cost of employee wages, benefits, supervision, and training)

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- Supportive services such as child care and transportation provided to families who are employed
- Refundable earned income tax credits
- Contributions to, and distributions from, Individual Development Accounts (IDAs)
- Services such as counseling, case management, peer support, child care, information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support
- Transportation benefits provide under a Job Access or reverse Commute project to an individual who is not otherwise receiving assistance.

2. TANF Exclusions

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

3. Benefits and/or Services Categories

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

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

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

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

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

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

NON-FINANCIAL ELIGIBILITY

1. Social Security Number

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

2. Ineligibility for PRC Services

The following individuals are ineligible for PRC assistance:

- An individual who is a fugitive felon and/or probation/parole violator;
- An individual who is not a U.S. citizen or a qualified alien;
- An Assistance Group (A/G) with any family member who has any outstanding OWF or PRC fraud overpayment balance;
- An A/G with a member who is ineligible for other programs due to deliberate non-compliance with the terms of his/her assistance, such as those stated in the Self-Sufficiency Plan and Contract (exception: Individuals in this group who are employed may receive employment-related PRC assistance.);
- An A/G with an unmarried, non-graduate parent under 18 not attending high school or equivalent;
- An A/G with an unmarried parent under 18 not living in an adult-supervised setting;
- An A/G with a member who has been found to have fraudulently misrepresented residence in order to obtain assistance in two or more states (ineligible for ten years);
- Families giving false or incorrect information;

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- An A/G with any family member who is determined by the courts or state hearing to have committed an intentional program violation;
- An A/G with any family member who has not established a current payment plan with the benefit recovery unit for any and all identified overpayments to ODJFS. This includes OWF cash, supplements, work allowances, PRC, and food assistance overpayments;
- Individuals between the ages of 16-24 who are eligible for participation or are participating in the Comprehensive Case Management & Employment Program (CCMEP).

3. PRC Exclusions

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

4. Assistance Group Composition

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

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

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

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

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

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

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

5. Residence

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

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

PRC benefits and/or services are available to adult applicants on behalf of children in the temporary or permanent custody of the DCDJFS, even when the child is placed/resides in another county. Additionally, PRC benefits and/or

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

6. Change in Circumstance

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

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

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

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

7. Community Resources

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

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

8. Mitigation

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

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

9. Sanctioned Individuals

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

FINANCIAL ELIGIBILITY

1. Need Standard

PRC applicants applying for direct services, indirect services meeting TANF purpose #1, and indirect services meeting TANF purpose #2 must demonstrate the need for financial assistance and/or services. The gross monthly income of all A/G members must be equal to or less than **200%** of the Federal Poverty Guidelines (FPG) (see Appendix A) except for services related to removal of child or reunification or meet the mean-tested program eligibility listed in the next paragraph. The gross monthly income of all A/G members applying for direct services, indirect services meeting TANF purpose #1, and indirect services meeting TANF purpose #2 must be equal to or less than **250%** of the Federal Poverty Guidelines to be eligible for services to prevent the removal of a child or facilitate reunification or meet the means-tested program eligibility listed in the next paragraph. **The FPG threshold for services to prevent the removal of child or facilitate reunification was set at higher level as the families served are generally not means-tested and Delaware County's poverty rate is approximately 4.5%.** Additionally, the additional cost of services will facilitate cost-savings overall as placement costs far exceed the value of PRC services issues at this higher income threshold.

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

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

All earned and unearned income received by any adult member of the PRC A/G during the budget period shall be counted, **unless excluded by 5101:1-24-20 of the Ohio Administrative Code (OAC)**. Income shall be reduced by child support, alimony, and child care payments made by any adult member of the A/G to individuals/entities outside of the home. This includes all income which is normally disregarded when determining eligibility for Ohio Works First or Disability Assistance. All income which is received during the thirty-day budget period is considered when determining financial need.

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

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

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

2. Liquid Assets/Resources

PRC applicants with liquid assets greater than \$500.00 are required to use any amount over the \$500.00 as a co-payment to meet the current, demonstrated need. There is no PRC eligibility if the assistance group fails to make use of the available income or resources, **unless excluded in 5101:1-24-20 (OAC)**, that are in an amount sufficient to meet a portion of, or the entire amount of, the current, demonstrated need.

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

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

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

Example: David applies for PRC. He has three children. David reports owning a savings account with a balance of \$1,000.00. Additionally, David reports having a joint checking account with his mother. The balance in this account is \$750.00. Available assets to be considered for David are \$875.00 (\$500 from his account and half of the \$750.00 in the joint account (\$375.00).

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

VERIFICATION REQUIREMENTS

1. Direct Services

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

- The applicant must provide written verification of the need, whenever possible;
- The applicant must provide written verification of the change in circumstance, whenever possible;
- The applicant must provide written verification of their mitigation attempts, whenever possible;

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

2. Indirect Services

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

- The applicant does not have to demonstrate:
 - i. That a change in circumstance occurred
 - ii. That community resources availability was explored
 - iii. That mitigation attempts were made
 - iv. Resources over the \$1,000 limit do not have to be used
- The applicant must verify residency in Delaware County
 - i. PRC is available to non-Delaware County residents on behalf of a child in the temporary or permanent custody of the DCDJFS
 - ii. PRC is available to non-Delaware County residents when the DCDJFS has facilitated placement of a child to a relative only when the case remains active in the DCDJFS Social Services division

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- The applicant must provide a social security number or verification of application for a social security number
- The applicant must verify U.S citizenship or Qualified Alien status
- A signed, written self-declaration of income meets the verification requirement
- A signed, written self-declaration of available assets and resources meets the verification requirement

The PRC recipient must reapply for PRC indirect services annually.

ADDITIONAL REQUIREMENTS

1. Voter Registration

In accordance with 329.051 of the Ohio Revised Code:

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

2. Charitable Choice and Faith-Based Initiatives

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

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

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

APPLICATION PROCESS

1. Application Filing

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

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

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

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

2. Case Records/Retention

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

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

3. Standard of Promptness

The application for PRC benefits and/or services is an application for public assistance benefits. The timelines for

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

4. Notice Requirements

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

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

SCOPE OF COVERAGE

1. Maximum Issuance

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

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

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

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

- **Direct Services**
 - i. Parents, specified relatives, legal guardians, legal custodians, and pregnant individuals with no other children
 1. PRC applicants who meet all eligibility criteria may be eligible for up to \$1,500.00 in each year (beginning with the initial date of application) for direct goods and/or services.
 2. PRC assistance issued in another county during the 12-month period immediately prior to the month of the date of application shall count as being received in Delaware County and applied to the maximum issuance limit.
 - ii. Non-custodial parents
 1. PRC applicants who meet all eligibility criteria may be eligible for up to \$750.00 in each year (beginning with the initial application date) for direct goods and/or services.
 2. PRC assistance issued in another county during the 12-month period immediately prior to the month of the date of application shall count as being received in Delaware County and applied to the maximum issuance limit.
- **Indirect services**
 - i. Parents, specified relatives, legal guardians, legal custodians, and pregnant individuals with no other children
 1. There is no maximum issuance for PRC applicants who meet all eligibility criteria as there is no direct monetary value attributable to individuals for indirect services received.
 2. Any monetary value of indirect services shall not count toward the maximum issuance for direct services
 - ii. Non-custodial parents

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

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- v. The payment is limited to the amount necessary to prevent shut-off, restoration, or to ensure the continuation of service.
 - vi. A payment must have been made on the bill in the three (3) months prior to application for PRC.
 - vii. The utility bill must be in the name of the PRC applicant.
 - b. Heating fuel and utilities (regulated by the Public Utilities Commission of Ohio (PUCO) including AEP, Ohio Edison/First Energy, Columbia Gas, and Suburban Natural Gas.
 - i. Assistance is determined based on the Household's participation in the Percentage of Income Payment Plan (PIPP) through which customers pay a percentage of their income during the winter heating season and then during the non-heating season continue to pay the PIP amount or the current bill, whichever is higher.
 - ii. A payment must have been made on the bill in the three (3) months prior to application for PRC.
 - iii. The utility bill must be in the name of the PRC applicant.
 - c. Percentage of Income Payment Program
 - i. Assistance may be provided to enroll a Household in PIPP.
 - ii. A portion may include a deposit if required by the utility company and it will not be waived.
 - iii. These payments may be made if no other method of payment is available and the Household has not had its present service disconnected.
 - iv. A payment must have been made on the bill in the three (3) months prior to application for PRC.
 - v. The utility bill must be in the name of the PRC applicant.
 - d. Utility Disconnection
 - i. PRC assistance may be authorized to defer a utility disconnection
 - ii. A deposit, if required and not waived, may be included in the payment.
 - iii. Payment can only be made to defer disconnection and if the Household is enrolling in PIPP, or has attempted to enroll in PIPP but was denied, or is defaulting on the PIPP payment.
 - iv. A payment must have been made on the bill in the three (3) months prior to application for PRC.
 - v. The utility bill must be in the name of the PRC applicant.
 - e. Utility Reconnection
 - i. Assistance may be authorized for re-connection of service if the utility company will accept one defaulted PIPP payment. (During the heating season this will be a percentage of income or during the non-heating season this will be a percentage of income or the previous month's utility bill, whichever is higher).
 - ii. A payment must have been made on the bill in the three (3) months prior to application for PRC.
 - iii. The utility bill must be in the name of the PRC applicant.
 - f. Water/Sewer
 - i. Payment may be authorized to prevent shut-off or restore water and sewer service.
 - ii. Payments for water and sewer are available year round and do not have the HEAP time period restrictions.
 - iii. A payment must have been made on the bill in the three (3) months prior to application for PRC.
 - iv. The utility bill must be in the name of the PRC applicant.
- **Transportation Assistance- \$750.00 per 12-month period- TANF Purpose #2**
- i. Lack of reliable transportation has been identified as one of the most frequent barriers to self-sufficiency. Many entry level workers have difficulty reaching jobs during evening and weekend shifts when transit services are not offered. Similarly, destinations in the county—areas not served by the transit authority—are also difficult to reach. Providing new transportation options for low-income workers, especially those who are receiving or who have recently received cash benefits, increases the likelihood that those workers will get jobs and keep them.
 - ii. PRC assistance may be authorized for the purposes of providing transportation to/from places of employment.
 - iii. Such assistance may be in the form of:
 - 1. Bus passes
 - 2. Gas Cards
 - 3. Car repairs performed through a licensed, qualified mechanic or other agency-approved vendor.
 - a. When car repair assistance is provided, all such repairs must be recommended by a licensed, qualified mechanic or other agency-approved vendor.
 - b. The PRC applicant must:
 - i. Have employment of at least thirty days or provide verification from an employer that they will be starting employment within the next week; and

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

3. Indirect Services

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

- **Ohio Youth Works (TANF Purpose #1 and #2)**
 - This program will operate from May 1, 2017 to September 30, 2017.
 - **Eligibility** - An Ohio Youth Works program funded through PRC shall only serve persons from a TANF-eligible family. The types of persons that may be served are:
 - Youth ages 14-15, as long as the youth is in a needy family and is in school.
 - The youth served may be non-custodial parents as long as they are considered "needy" and have a minor child. "Needy" is not specifically defined by state or federal regulation but may be no greater than income at 200% of the federal poverty level.
 - Family is defined in federal and state law and regulations as follows: a minor child who resides with a parent, specified relative, legal guardian or legal custodian (a child may be temporarily absent from the home provided certain requirements are met); a pregnant individual with no other children; or a non-custodial parent who lives in the state, but does not reside with his/her minor child(ren).

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- Foster Care: Youth in a foster care setting age 14 to 15 years of age if they are a full-time student in a secondary school may be served under Ohio Youth Works.
 - **Allowable costs** under this program include:
 - Payments to employers for wages (at no higher than \$10.00 per hour) and fringe benefits;
 - Payments to third parties to operate the program;
 - Recruitment and development of employers for the program;
 - Other ancillary services which are offered by the employer to the Ohio Youth Works participants, including:
 - Work related items such as uniforms, tools, licenses or certifications;
 - Case management activities related to the program; and
 - Job coaches and mentors.
 - Worker compensation expenses;
 - FICA;
 - Direct supervision and training costs; and
 -
 - Transportation costs to and from the work site.

Appendix A

Federal Poverty Guidelines

Oct. 1, 2017

Delaware County P.R.C. Income Guidelines

200% of the Federal Poverty Guidelines

Oct. 1, 2017

Family Size	Monthly Income	Annual Income
1	\$2,010	\$24,120
2	\$2,707	\$32,484
3	\$3,404	\$40,848
4	\$4,100	\$49,200
5	\$4,797	\$57,564
6	\$5,494	\$65,928
7	\$6,190	\$74,280
8	\$6,887	\$82,644
9	\$7,584	\$91,008
10	\$8,280	\$99,360

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

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

Delaware County P.R.C. Income Guidelines

(SOCIAL SERVICES DIVISION ONLY)

250% of the Federal Poverty Guidelines

Oct. 1, 2017

Family Size	Monthly Income	Annual Income
1	\$2,513	\$30,156
2	\$3,384	\$40,608
3	\$4,255	\$51,060
4	\$5,125	\$61,500

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5	\$5,996	\$71,952
6	\$6,867	\$82,404
7	\$7,738	\$92,856
8	\$8,609	\$103,308
9	\$9,480	\$113,760
10	\$10,350	\$124,200

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

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

(Copies Of Appendixes Are Available In The Commissioners’ Office And The Department Of Job And Family Services Until No Longer Of Administrative Value)

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

**14
RESOLUTION NO. 17-891**

IN THE MATTER OF APPROVING AND AUTHORIZING THE SIGNING AND SUBMITTAL OF THE COMMUNITY DEVELOPMENT BLOCK GRANT CDBG HOUSING REVOLVING LOAN FUND (RLF) SEMI-ANNUAL REPORT TO THE OHIO DEVELOPMENT SERVICES AGENCY, OFFICE OF COMMUNITY DEVELOPMENT (ODSA OCD):

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

WHEREAS, the Ohio Development Services Agency has provided financial assistance to Delaware County through CDBG Housing RLF; and

WHEREAS, the Board of Commissioners is required to submit a semi-annual CDBG Housing RLF Report to the ODSA OCD.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. The Board of Commissioners approves and authorizes the President of the Board to sign the CDBG Housing Semi-Annual Report for December 31, 2016 to June 30, 2017.

Section 2. The Board of Commissioners authorizes the submittal of CDBG Housing RLF Semi-Annual Report for the period of December 31, 2016 to June 30, 2017 to the Ohio Development Services Agency, Office of Community Development.

Section 3. The Economic Development Coordinator is directed to submit the Semi-Annual Reports to ODSA OCD.

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

**15
RESOLUTION NO. 17-892**

IN THE MATTER OF APPROVING AND AUTHORIZING THE SIGNING AND SUBMITTAL OF THE COMMUNITY DEVELOPMENT BLOCK GRANT ECONOMIC DEVELOPMENT REVOLVING LOAN FUND (CDBG ED RLF) SEMI-ANNUAL REPORT TO THE OHIO DEVELOPMENT SERVICES AGENCY, OFFICE OF COMMUNITY DEVELOPMENT (ODSA OCD):

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

WHEREAS, the Ohio Development Services Agency provides financial assistance to Delaware County through the CDBG ED RLF; and

WHEREAS, the Board of Commissioners is required to submit a semi-annual CDBG ED RLF Report to the ODSA OCD.

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NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. The Board of Commissioners approves and authorizes the President of the Board to sign the CDBG ED RLF Semi-Annual Report for December 31, 2016 to June 30, 2017.

Section 2. The Board of Commissioners authorizes the submittal of CDBG ED RLF Semi-Annual Report for the period of December 31, 2016 to June 30, 2017 to the Ohio Development Services Agency, Office of Community Development.

Section 3. The Economic Development Coordinator is directed to submit the Semi-Annual Report to ODSA OCD.

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

16
RESOLUTION NO. 17-893

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND FEINKNOPF, MACIOCE, SCHAPPA ARCHITECTS FOR PLAN REVIEW SERVICES.

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

Whereas, the Supervisor of Code Compliance recommends approval of the following Agreement;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following Agreement with Feinknopf, Macioce, Schappa Architects for Plan Review Services.

**AGREEMENT BETWEEN DELAWARE COUNTY, OHIO
AND FEINKNOPF, MACIOCE, SCHAPPA ARCHITECTS FOR PLAN REVIEW SERVICES**

This Agreement, made and entered into this 24th day of August, 2017, by and between Delaware County, Ohio through the Board of County Commissioners (hereinafter referred to as the "County") and Feinknopf, Macioce, Schappa Architects with offices at 995 West Third Avenue, Columbus, Ohio, 43212 (hereinafter referred to as the "Contractor").

WHEREAS, the County is occasionally in need of residential and non-residential, backup plan examination services in the county; and

WHEREAS, the Contractor has qualified staff and is willing to provide the backup plan review; and

WHEREAS, the County desires to establish this Agreement with the Contractor to provide the backup plan review services;

NOW, THEREFORE, the County and the Contractor, in consideration of their mutual covenants, agree as follows:

SECTION I. BASIC SERVICES OF THE CONTRACTOR

- A. The Contractor shall provide plan review services on an as needed basis, as authorized by the Chief Building Official.
- B. The Contractor shall review construction documents submitted to the Delaware County Code Compliance Office for conformance with the Delaware County Building Code, the Residential Code of Ohio and the Ohio Building Code, as adopted by the State of Ohio and/or the County. Upon completion of the review, the Contractor shall provide to the County an Approval, "Addendum Letter" or a "Correction Letter" as applicable to the submitted construction documents, which shall set forth the areas found not to be in compliance with the applicable code provisions or not clearly defined in the submitted drawings. The Contractor agrees to review and return submitted construction documents to the County within seven (7) business days for residential and twelve (12) business days for commercial from the date of receipt by the Contractor.
- C. The Contractor shall maintain, at its own expense, copies of the necessary codes, standards, equipment, tools and vehicle(s) required for the execution of the services of this Agreement. This shall include the text, electronic file or online access to the current version adopted by the County.
- D. The Contractor shall, for the life of the agreement, maintain all certifications necessary for the execution of the services. Any loss of certification shall be communicated immediately to the County and promptly confirmed in writing to the County.
- E. The Contractor shall maintain, at its own expense, professional liability insurance at minimum amounts approved by the County.

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- F. Throughout the entire term of this Agreement, the Contractor shall maintain, at its own expense, general liability insurance, with a minimum coverage of One Million Dollars (\$1,000,000) per occurrence with an annual aggregate of \$2,000,000 and agrees to name the County as additional insured in such insurance policy. Before rendering services under this contract, Contractor agrees to provide the County with a copy of such policy and the endorsement listing County as additional insured. Contractor agrees to immediately notify the County should insurance coverage under such insurance policy be canceled, lapse, or end for any reason during the term of this Agreement. The County reserves the right to immediately terminate this Agreement upon receiving such notice.
- G. Throughout the entire term of this Agreement, Contractor agrees to maintain, at its own expense, automobile liability insurance on all vehicles used in connection with this Agreement, with a minimum coverage of Three Hundred Thousand Dollars (\$300,000) per occurrence, and agrees to name the County as additional insured in such insurance policy. Before rendering services under this contract, Contractor agrees to provide the County with a copy of such policy and the endorsement listing County as additional insured. Contractor agrees to immediately notify the County should insurance coverage under such insurance policy be canceled, lapse, or end for any reason during the term of this Agreement. The County reserves the right to immediately terminate this Agreement upon receiving such notice.
- H. The Contractor shall provide to the County proof of worker's compensation coverage as required by Ohio law.
- I. The Contractor shall furnish its own vehicle(s) for transportation. The Contractor's employees providing services hereunder shall, for the life of the agreement, maintain a valid driver's licenses.
- J. Contractor shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, sexual orientation, or disability. Contractor shall take affirmative action to ensure that applicants and employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, sexual orientation, or disability. The implementation of this Agreement will be carried out in strict compliance with all federal, state, and local laws regarding discrimination in employment. In the event Contractor is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or any non-discrimination provision of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part by County, and Contractor may be declared ineligible for future agreements with the County.

SECTION II. COUNTY RESPONSIBILITIES

- A. The County shall furnish to Contractor the standard forms necessary for the execution of the services. The County shall establish the necessary procedure for the plan review services.
- B. The County shall issue and/or collect all permits, registrations, fees, etc.
- C. The County shall provide to Contractor clerical services necessary for the processing of the permits.
- D. The County shall provide for the pick-up and delivery of construction documents.
- E. The County shall provide conference and meeting facilities for the Contractor to meet with applicants in regards to the work performed by the Contractor pursuant to this Agreement.
- F. The County shall use its best effort to secure release of other data held by others necessary for the Contractor to perform their obligations under this Agreement.
- G. Complaints and/or disputes resulting from the provided service(s) will be reported immediately to the County. The County shall provide for the appeal mechanism for disputes and complaints.

SECTION III. BASIS OF PAYMENT

- A. The Contractor shall be compensated based upon the following fee schedule:

Plan examination services - includes typed written comments and administrative costs

Commercial plan examination - \$85/hour, minimum fee equal to one hour

Residential plan examination - \$85/hour, minimum fee equal to one hour

Required meetings with County staff &/or customer - \$85/hour

Required attendance at Adjudication Hearing - \$85/hour

Reimbursable expenses – At cost

Mileage – Standard IRS mileage rate for business miles

- B. Total payments pursuant to this Agreement shall not exceed \$10,000.

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- C. The Contractor shall provide a written statement indicating the total time spent for each plan examination upon return of the plans, which shall accompany the Contractor's written Approval, Addendum Letter or Correction Letter.
- D. The Contractor shall invoice the County monthly for services rendered through the previous month, and the County agrees to pay within forty-five (45) days of receipt of a valid invoice. A valid invoice shall consist of a fully itemized account of the services performed. Invoices shall indicate the application number and project name, the dates of service, the types of service provided, the amount of each type of service, the mileage (if applicable), and the time spent on each. Reimbursable expenses shall be itemized and copies of receipts shall be provided. The Contractor shall provide any additional supporting documentation upon the County's request. The County reserves the right to contest any portion of any submitted invoice that does not conform to the terms of this Agreement or appears to be fraudulent.

SECTION IV. GENERAL CONSIDERATIONS

- A. This Agreement shall be governed by the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- B. The Contractor shall not assign their responsibilities under this Agreement to third parties without the County's written consent.
- C. This Agreement shall commence upon the date on which the County authorizes the signing of this Agreement and shall be valid for one (1) year.
- D. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the County or the Contractor.
- E. Either party for convenience may terminate this Agreement without penalty for any reason at any time by providing thirty (30) days written notice to the other party. Either party may immediately terminate this Agreement for cause, provided the other party is given a reasonable opportunity to cure the alleged default.
- F. To the fullest extent permitted by law, the Contractor shall indemnify, keep, save and hold harmless the County, its officers, agents, servants, and employees from and in all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any act, damage, injury, accident or occurrence of any type arising from the Contractor's performance of this Agreement to the extent caused by Contractor, Contractor's officers, employees, agents, or any other person for whom Contractor is liable. The Contractor shall undertake to defend the County, at Contractor's sole expense, in and from any and all actions, claims, or demands brought against the County by reason of the things stated above or any and all actions performed or taken under this Agreement, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, injuries, losses and expenses taken against the County as a result of actions under or as a result of the performance of this Agreement, including but not limited to attorney's fees.
- G. No employee of the Contractor shall at any time be considered an agent or employee of the County. The Contractor shall be considered an independent contractor and shall be responsible for the payment of all salary, benefits, insurance, workers compensation, taxes, and withholdings for its employees. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- H. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or any prior, concurrent, or future breach, unless said waiver expressly states an intention to waive another specific term or provision or breach.
- I. Contractor states and agrees that the individual(s) who, on behalf of the Contractor, have reviewed this Agreement and effectuate this Agreement by attaching their signatures below are officers of Contractor and are authorized to and have authority to enter this Agreement on behalf of Contractor and by so signing have authority to bind and do(es) bind Contractor to any and all terms of this Agreement.
- J. If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.
- K. The subject headings of the paragraphs in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- L. This document represents the entire Agreement between the parties. It cannot be modified except in writing signed by all parties to this Agreement.

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

Furthermore, Be It Resolved that the Board of County Commissioners approve a purchase order with Feinknopf, Macioce, Schappa Architects in the total amount of \$10,000 from org key 10011301 – 5301.

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

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RESOLUTION NO. 17-

IN THE MATTER OF ACCEPTING AN ALLOTMENT OF TICKETS TO THE DELAWARE COUNTY FAIR FROM THE DELAWARE COUNTY AGRICULTURAL SOCIETY:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") has a long history of cooperation with and support of the Delaware County Agricultural Society (the "Society") and the Delaware County Fair; and

WHEREAS, the Society, in the spirit of continued cooperation and appreciation and in order to promote the Delaware County Fair and Delaware County as a whole, has presented Delaware County with a donated allotment of tickets to the Delaware County Fair; and

WHEREAS, the Board wishes to use the allotment of tickets for the purpose of promoting the Delaware County Fair and Delaware County as a whole by fostering county employee attendance at the Delaware County Fair, encouraging economic development within Delaware County, and promoting tourism to and within Delaware County;

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

Section 1. The Board hereby accepts this allotment of tickets to the Delaware County Fair from the Delaware County Agricultural Society.

Section 2. The Board hereby declares that the allotment of tickets is accepted for the purpose of promoting the Delaware County Fair and Delaware County as a whole by fostering county employee attendance at the Delaware County Fair, encouraging economic development within Delaware County, and promoting tourism to and within Delaware County.

Section 3. The Board hereby authorizes the Delaware County Administrator to cause distribution of said tickets to visiting dignitaries, in order to further the purposes stated in Section 2 herein, and to cause the distribution of any remaining tickets to county employees via raffle.

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

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

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RESOLUTION NO. 17-895

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS AND TRANSFER OF FUNDS AND SUPPLEMENTAL APPROPRIATIONS:

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

Transfer of Appropriation

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From	To	
10010102-5328	10010102-5201	\$400.00
Weights and Measures/Maint and Repair Service	Weights and Measures/General Supplies	

Transfer of Funds

From	To	
10011102-5801	23612306-4601	\$756.30
Commissioners General/Misc Cash Transfer	Victims of Crime Grant 2/Interfund Revenue	

Supplemental Appropriation		\$2,004.00
10020201-5450	Clerk of Courts/Capital Equipment	

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

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ADMINISTRATOR REPORTS

Seiji Kille, Assistant County Administrator/Director of Fiscal Services

-No reports

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

-Judge Hejmanowski had a poem published in last Saturday's Gazette editorial section

-Attended the Benefit in the Barn last Saturday at Dawson Farm. Over 700 people attended to benefit the Delaware County Hunger Alliance

Commissioner Merrell

-Attended the Executive Committee meeting yesterday at Regional Planning

-Discussions are happening this week with Governor Kasich and CCAO to try to reach a compromise on the NCO issue.

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RESOLUTION NO. 17-896

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn into Executive Session at 9:46 AM.

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

RESOLUTION NO. 17-897

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 10:37 AM.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton