

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 31, 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. 17-898

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 24, 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 24, 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. 17-899

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0830 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0830:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0830, memo transfers in batch numbers MTAPR0830 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
Shremshock	Design Work for County Jail	41711436-5410	\$23,500.00
Beems	Fuel at Service Center	10011106-5228	\$50,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R1704749	SIEMENS INDUSTRY INC (Line one)	LEVEL CONTROLLERS AND TRANSMITTER TO MONITOR PLANT	66211905 - 5260	\$24,239.60
R1704749	SIEMENS INDUSTRY INC (line 2)	MANUALS FOR LEVEL CONTROLLERS	66211905 - 5217	\$ 128.00
R1704774	JWC ENVIRONMENTAL LLC	REPLACE GRINDER AT HARRIOTT ROAD	66211906 - 5450	\$ 9,443.00
R1704811	NORTHSTAR RESIDENTIAL DEVELOPMENT LLC contract approved in session 8/17/17, resolution 17-863	SITE WORK AT NORTHSTAR	66211911- 5403	\$35,000.00
R1704835	ALADTEC INC	ANNUAL SUBSCRIPTION FEE EMS DEPARTMENT	10011303- 5320	\$7,756.00

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

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RESOLUTION NO. 17-900

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Emergency Medical Services Department is requesting that Lt. Glenn Keating and Lt. Brian Russell attend a Buckeye Fire and EMS Conference in Columbus, Ohio at no cost.

The Child Support Enforcement Agency is requesting that Christina DeLong and Mandy Chard attend a SETS Overview Training Session in Columbus, Ohio on December 5, 2017 at no cost.

The Child Support Enforcement Agency is requesting that Stacey Brown attend a State CSEA Training on Enforcement –Default and Enforcement-Techniques session in Columbus, Ohio from November 14-15, 2017 at no cost.

The Administrative Services Department is requesting that Records Center employee Chris Shaw attend an Ohio Digital Government Summit in Columbus, Ohio October 17-18, 2017, at the cost of \$110.64

The Administrative Services Department is requesting that Records Center employees Chris Shaw and Sharrie Doubikin attend an Ohio County Archivists and Records Managers Association Meeting in Columbus, Ohio October 13, 2017, at the cost of \$63.44

The Emergency Medical Services Department is requesting that Captain Jennifer Cochran attend a Secondary Trauma Treatment class in Delaware, Ohio on September 28, 2017 at no cost.

The 911 Communications Department is requesting that Katrina Low, Patrick Brandt, Bethani Neighbarger, Chelsea Lyle, Connor Pierson, Kimberly Romero-Curren attend the 2017 Ohio 911 Symposium in Columbus, Ohio September 13, 2017; at no cost.

The 911 Communications Department is requesting that Chelsea Lyle, attend the Columbus Police Crisis Intervention Training in Columbus, Ohio September 12, 2017; at no cost.

The 911 Communications Department is requesting that, Chelsea Lyle and Kimberly Romero-Curren attend the Columbus Police Domestic Violence Training in Columbus, Ohio September 11, 2017; at no cost.

The 911 Communications Department is requesting that Bailey Cavinee, Chelsea Cavinee, Connor Pierson and Kimberly Romero-Curren attend the Columbus Police Human Trafficking Training in Columbus, Ohio September 14, 2017; at no cost.

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

6

RESOLUTION NO. 17-901

IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF’S OFFICE TRANSPORT REPORT FOR THE MONTH OF JULY 2017:

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

WHEREAS, section 325.07 of the Revised Code requires the County Sheriff to submit monthly expense reports to the Board of County Commissioners; and

WHEREAS, the Delaware County Sheriff has submitted a monthly report for July 2017;

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

Section 1. The Board hereby accepts and approves the Delaware County Sheriff’s Office Transport Report for the month of July 2017.

Section 2. The Board hereby allows the expenses contained in the monthly report.

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

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

7

RESOLUTION NO. 17-902

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**IN THE MATTER OF ACCEPTING THE TREASURER’S REPORTS FOR THE MONTHS OF JUNE AND JULY 2017:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to accept the Treasurer’s Reports for the months of June and July 2017.

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

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

**8**

**RESOLUTION NO. 17-903**

**IN THE MATTER OF SCHEDULING A SPECIAL SESSION ON WEDNESDAY SEPTEMBER 6, 2017 AT 10:00AM FOR ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to Schedule a Special Session On Wednesday September 6, 2017 at 10:00am for Adjourning into Executive Session for Consideration of Employment of a Public Employee or Public Official.

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

**10**

**RESOLUTION NO. 17-904**

**IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE EMERGENCY COMMUNICATIONS DEPARTMENT:**

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

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

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

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

Appointing Authority:                Commissioners  
Office/Department:                Emergency Communications

Daily spending per card:                \$2,500  
Monthly spending per card:                \$5,000  
Single transaction limit:                \$2,500  
Daily number of transactions per card:        10  
Monthly number of transactions per card:        50

Name on Card:                                Matthew Fletcher

Department Coordinator:                Sarah Dinovo

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

**11**

**RESOLUTION NO. 17-905**

**IN THE MATTER OF AUTHORIZING AMENDMENTS TO THE USE OF A PROCUREMENT CARD FOR THE EMERGENCY COMMUNICATIONS DEPARTMENT:**

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

WHEREAS, pursuant to Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30<sup>th</sup>, 2004, adopted a policy for the use of County Procurement Cards. In addition, The Board of Commissioners of Delaware County by Resolution No. 11-1040 dated

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October 3<sup>rd</sup>, 2011, adopted amendments to the Policies and Procedures for the county procurement card program; and

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

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

Appointing Authority: Commissioners  
Office/Department: Emergency Communications

Daily spending per card: \$3,000  
Monthly spending per card: \$5,000  
Single transaction limit: \$3,000  
Daily number of transactions per card: 10  
Monthly number of transactions per card: 50

Name on Card: Patrick Brandt

Department Coordinator: Sarah Dinovo

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

**12**  
**RESOLUTION NO. 17-906**

**IN THE MATTER OF SELLING PERSONAL PROPERTY TO THE MORROW COUNTY COMMISSIONERS, MORROW COUNTY, OHIO:**

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

WHEREAS, Delaware County currently owns certain personal property, specifically < 15 Motorola XTS 5000 Model II Portable Radios, Serial Numbers: 721CDG1443, 721CDG1449, 721CDG1459, 721CDG1471, 721CDG1488, 721CDG1541, 721CDG1545, 721CDG1558, 721CDG1560, 721CDG1568, 721CDG1579, 721CDG1586, 721CDG1630, 721CEY8073, 721CEY8074> (the "Property"), that is no longer needed for use by Delaware County; and

WHEREAS, pursuant to section 307.12(D) of the Revised Code, the Board of County Commissioners (the "Board") may sell or donate county personal property to any political subdivision of the state without advertisement or public notification, regardless of the property's value; and

WHEREAS, the Morrow County Commissioners, has expressed a need for and can utilize the Property;

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

Section 1. The Board hereby approves the sale of the Property to the Morrow County Commissioners, Morrow County, Ohio, for the total sum of Three Thousand Dollars and Zero Cents (\$3,000.00).

Section 2. The Property shall be sold upon the condition that the Property is accepted "as is."

Section 3. The Clerk of the Board shall provide a certified copy of this Resolution to the Morrow County Commissioners, Morrow County, Ohio.

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

**13**  
**RESOLUTION NO. 17-907**

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AS FISCAL AND ADMINISTRATIVE AGENT FOR DELAWARE COUNTY FAMILY AND CHILDREN FIRST COUNCIL, AND BETHANY MIRKA :**

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

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

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approves the following

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Contract Between The Delaware County Department Of Job And Family Services, As Fiscal And Administrative Agent For Delaware County Family And Children First Council, And Bethany Mirka:

**CONTRACT  
BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES as  
FISCAL AND ADMINISTRATIVE AGENT FOR DELAWARE COUNTY FAMILY AND  
CHILDREN FIRST COUNCIL  
AND  
BETHANY MIRKA**

This Contract is entered into this 31<sup>st</sup> day of August, 2017 by and between the Delaware County Department of Job and Family Services ("DCDJFS") on behalf of Delaware County Family and Children First Council ("DCFCFC") and Bethany Mirka ("Contractor") for the purpose of defining roles and responsibilities of the Parties as they relate to providing services for the Strong Families, Safe Communities Grant (collectively, "Parties," individually, "Party").

**PRELIMINARY STATEMENTS**

**WHEREAS**, in accordance with its powers and duties set forth in Ohio Revised Code § 121.37, DCFCFC is in need of a services to satisfy the objectives of the Strong Families, Safe Communities Grant; and,

**WHEREAS**, the Contractor is willing to provide such services to meet the objectives of the Strong Families, Safe Communities Grant; and,

**WHEREAS**, the Contractor is willing to provide those services at an agreed-upon price.

**STATEMENT OF THE AGREEMENT**

**NOW, THEREFORE**, the Parties mutually agree as follows:

**1. PURPOSE OF CONTRACT:**

The purpose of this Contract is to state the covenants and conditions under which the Contractor will provide Services to satisfy the objectives of the Strong Families, Safe Communities Grant.

**2. TERM:**

This Contract shall be effective July 1, 2017 through June 30, 2018.

**3. RENEWAL:**

Upon written agreement of the Parties, this Contract may be renewed for successive one (1) year periods subject to the same terms and conditions provided herein and upon any such terms and conditions as may be specifically agreed upon, added and/or amended in writing by the Parties.

**4. SCOPE OF SERVICES/DELIVERABLES:**

The Contractor shall provide services as follows:

- The Contractor shall offer support to county families with young children who have disabilities or are determined by the Help Me Grow/Early Intervention program to be at risk;
- The Contractor shall participate in the Core Team Pilot Project for Early Intervention;
- The Contractor shall identify local core group of parents for the purpose of linking families of children with similar disabilities/concerns;
- The Contractor shall support and help plan monthly Family Support Group activities that provide families with social networking opportunities and provides information and activities for improved parenting practice, increased knowledge and practice of positive discipline techniques, more realistic expectations of age-appropriate developmental milestones and child parent attachment;
- Contractor will act as liaison to community agencies to provide staff with updated information on available resource services and contact list of community organizations;
- Contractor will act as family liaison/advocate and shall attend Delaware County Family and Children First Council meetings and participate as a member of work groups as needed to assure parent perspective is acknowledged and appreciated;
- Contractor shall promote family awareness of the services offered by the DCBDD and other community agencies;
- The Contractor shall produce at least ten editions of the Parent Pages Newsletter;
- The Contractor shall attend any training, workshop, or meeting, as identified by the Help Me Grow/Early Intervention Director that pertains to family support in order to increase knowledge and skills for sharing information and support; and
- The Contractor shall submit semi-annual and annual program reports.

**5. FINANCIAL AGREEMENT:**

**A. Payment Procedures:**

DCFCFC shall reimburse the Contractor as follows:

Subject to the Maximum Payment as set forth herein, payments will be made in twelve installments of

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approximately \$1,250.00. To receive payment, the Contractor shall submit to the Family and Children First Council Coordinator proper monthly invoices for services actually provided. Such invoices shall be paid by DCFCFC to the Contractor within thirty (30) days of receipt.

**B. Maximum Payment:**

The Contractor agrees to accept as full payment for Services rendered in a manner satisfactory to the DCDJFS/DCFCFC, the lesser of the following: (1) The maximum amount of \$15,000.00 or (2) the amount of actual expenditures made by the Contractor for purposes of providing the Services. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of \$15,000.00.

**C. Taxes**

DCDJFS and DCFCFC are political subdivisions and tax exempt. The Contractor therefore agrees to be responsible for all tax liability that accrues as a result of this Contract and the Services that the Contractor provides to DCDJFS and DCFCFC pursuant to this Contract.

**6. COMPLIANCE WITH DCDJFS and DCFCFC POLICY:**

The Contractor shall comply with all applicable DCDJFS and DCFCFC policies and procedures, including personnel qualifications and necessary background checks.

**7. LIMITATION OF SOURCE OF FUNDS:**

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

**8. DUPLICATE BILLING:**

The Contractor warrants that claims made to DCDJFS and DCFCFC for payment, shall be for actual Services rendered and do not duplicate claims made by the Contractor to other sources of funding for the same Services.

**9. OVERPAYMENTS:**

In case of overpayments, the Contractor agrees to repay DCDJFS and DCFCFC the amount of overpayment and that to which it is entitled.

**10. INFORMATION REQUIREMENTS:**

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

**11. AVAILABILITY AND RETENTION OF RECORDS:**

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

The Contractor, for a minimum of six (6) years after reimbursement/compensation for services rendered under this Contract, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings, and/or other information related to the performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, the Contractor shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the six (6) years have expired, whichever is later.

**12. INDEPENDENT FINANCIAL RECORDS:**

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

**13. SERVICE DELIVERY RECORDS:**

The Contractor shall maintain records of Services provided under this Contract. Such records shall be subject at all reasonable times to inspection, review, or audit by duly authorized federal, state, local, and/or DCDJFS/DCFCFC personnel.

**14. INDEPENDENT CONTRACTORS:**

The Contractor agrees that he/she shall act in performance of this Contract as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Contract.

The Contractor assumes all responsibility for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, contributions to retirement plans, and/or insurance premiums which may accrue and/or become due as a result of compensation received for services and/or

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deliverables rendered and/or received under or pursuant to this Contract.

The Contractor and/or his/her officers, officials, employees, representatives, agents, and/or volunteers are not entitled to any benefits enjoyed by employees of the DCFCFC/DCDJFS or Delaware County, Ohio.

**15. INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT/NO CONTRIBUTION TO OPERS:**

The DCFCFC, DCDJFS and Delaware County, Ohio (for purposes of this section and the following section collectively "County") are public employers as defined in R.C. § 145.01(D). The County has classified the Contractor as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of the Contractor and/or any of his/her officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Contract. The Contractor acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed him/her of such classification and that no contributions will be made to OPERS. If the Contractor is an individual or has less than five (5) employees, the Contractor, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of his/her employees complete an OPERS Independent Contractor Acknowledgement Form ("Form"). The Form is attached hereto as Exhibit A and by this reference is incorporated as a part of this Contract. The County shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If the Contractor has five (5) or more employees, the Contractor, by his/her signature below hereby certifies such fact in lieu of completing the Form:

\_\_\_\_\_  
Contractor

**16. NOTICE OF RECEIPT OF OPERS BENEFIT/FORM SR-6:**

If the Contractor is, or during the term of this Contract becomes, an age and service retirement or disability benefit recipient through OPERS, then the Contractor shall immediately provide written notice to the County that the Contractor is a benefit recipient and shall complete OPERS Form SR-6. The Contractor acknowledges that rendering services under this Contract as an independent contractor may result in a forfeiture and/or suspension of any or all of the Contractor's OPERS benefit during the term of this Contract. The Contractor shall indemnify the County and hold the County harmless against and from any liability the County may incur for overpaid OPERS benefits due to the Contractor's failure to provide written notice or complete OPERS Form SR-6 as required herein, and the Contractor authorizes the County to withhold any such amount from the compensation due the Contractor under this Contract.

**17. INDEMNIFICATION:**

The Contractor shall provide indemnification as follows:

**A.** To the fullest extent of the law and without limitation, the Contractor agrees to indemnify and hold free and harmless DCDJFS and DCFCFC, the Board of Delaware County Commissioners ("Board"), Delaware County, Ohio and all of their respective boards, officers, officials, employees, volunteers, agents, servants and representatives (collectively "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the Contractor's, any subcontractor's, or any sub-subcontractor's performance of this Contract, including, but not limited to the performance or actions of the Contractor's, any subcontractor's, or any sub-subcontractor's officers, officials, boards, employees, agents, servants, volunteers, or representatives (collectively "Contracted Parties").

The Contractor agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Contractor shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. The Contractor further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Contractor shall pay, settle, compromise, and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.

**B.** The Contractor shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Contracted Parties.

**C.** To the fullest extent of the law and without limitation, the Contractor agrees to indemnify and hold free and harmless the Indemnified Parties from any and all actions, claims, suits, demands, judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any violation of governmental laws, regulations, any spoilage, harm, damage, injury, or loss of or upon the environment, including, but not limited to land, water, or air, or any adverse effect on the environment, including, but not limited to land, water, or air, regardless of type or nature, negligent or accidental, actual or

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

**18. INSURANCE:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In lieu of termination, the County may, at its option, choose to withhold any further payment(s) due to the Contractor until the Contractor presents current certificates. In the event that the Provider fails to present



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current certificates to the County's satisfaction, the County may exercise its right to terminate the contract in accordance with the above paragraph.

**19. TERMINATION:**

**A. Termination for the Convenience:**

The Parties may terminate this Contract at any time and for any reason by giving at least seven (7) days advance notice, in writing, to the other Party. The Contractor shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

**B. Breach or Default:**

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

**C. Waiver:**

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

**D. Loss of Funding**

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

**20. CLIENT INFORMATION / PROTECTED HEALTH INFORMATION:**

The Parties agree that the use or disclosure of any information, including protected health information, by any Party concerning any individual eligible for or receiving Services provided pursuant to this Contract is strictly prohibited except as directly related to the administration of this Contract. In furtherance of protecting protected health information, the Parties agree to comply with all applicable federal, state, and local laws and regulations, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations (the "CFR").

**21. CRIMINAL BACKGROUND CHECKS:**

If the Services require the Contractor to have direct contact with clients of the Help Me Grow Program, the Contractor, prior to providing Services, shall submit to criminal background checks. DCDJFS/DCFCFC will be responsible for arranging for/conducting and paying for any such criminal background checks. All criminal background records and fingerprints will be kept and maintained by the DCDJFS/DCFCFC. DCDJFS/DCFCFC reserves the right to terminate this Contract if the criminal background check is unsatisfactory to DCDJFS/DCFCFC. DCDJFS/DCFCFC shall be the sole determiner of whether a criminal background check is satisfactory.

**22. LICENSURE:**

If a license, professional license, permit, or similar registration with a governmental authority (collectively "Licensure") is required to perform the Services, the Contractor and/or anyone providing Services on behalf of the Contractor shall have or obtain such Licensure prior to providing the Services and shall continually, without lapse, hold, possess, and maintain valid such Licensure throughout the life of this Contract. Before providing the Services, the Contractor shall provide proof to DCDJFS/DCFCFC of valid Licensure held in the name of the Contractor or anyone providing Services on behalf of the Contractor.

**23. CIVIL RIGHTS:**

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

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**24. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED:**

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

**25. DRUG-FREE WORKPLACE:**

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

**26. FINDINGS FOR RECOVERY:**

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

**27. NOTICES:**

All notices which may be required by this Contract or by operation of any rule of law shall be hand delivered, sent via certified United States Mail, return receipt requested, sent via a nationally recognized and reputable overnight courier, return receipt requested, or via facsimile, to the following individuals at the following addresses and shall be effective on the date received:

**DCDJFS:**

David Dombrosky, Director  
Delaware County Department of Job and Family Services  
140 North Sandusky Street, 2<sup>nd</sup> Floor  
Delaware, OH 43015  
General Number 740-833-2305  
Email: [David.Dombrosky@jfs.ohio.gov](mailto:David.Dombrosky@jfs.ohio.gov)

**DCFCFC:**

Kanda Benner, Coordinator  
Delaware County Family and Children First Council  
7991 Columbus Pike  
Lewis Center, OH 43035  
Office Phone: 740-369-2484  
E-mail: [Stephanie.Scribner@dcbdd.org](mailto:Stephanie.Scribner@dcbdd.org)

**CONTRACTOR:**

Bethany Mirka  
3000 Russell Road  
Ostrander, OH 43061

**28. ASSIGNMENT AND SUBCONTRACTING:**

This Contract and/or any of the rights or responsibilities contained herein may not be assigned or transferred to any other Party without the express written consent of both Parties. This Contract shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

The Contractor may not subcontract any portion of this Contract, without the prior written consent. If Services are subcontracted, the Contractor shall continue to act as the prime contractor for all subcontracted Services and shall assume full responsibility for the performance of the Services. The Contractor will remain the sole point of contact and shall be ultimately responsible for the performance of the Services.

**29. GOVERNING LAW:**

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

**30. CAMPAIGN FINANCE – COMPLIANCE WITH ORC § 3517.13:**

Pursuant to ORC § 3517.13(I)(3) and J(3), DCFCFC/DCDJFS is required to receive certification that an individual awarded a contract providing services with a cost aggregating more than ten thousand dollars in a calendar year is in compliance with the applicable provisions of ORC § 3517.13. The Contractor is therefore required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance with O.R.C. Section 3517.13." Such certification is attached hereto as "Exhibit B" and by this reference is incorporated as a part of this Contract.

**31. COMPETITIVE BIDDING NOT REQUIRED:**

Consistent with Ohio Revised Code § 121.37 and requirements of such statute, this Contract is not required to be competitively bid. DCFCFC does not desire to bid competitively this Contract.

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**32. SEVERABILITY:**

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

**33. ENTIRE AGREEMENT:**

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

**34. SIGNATURES:**

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

**35. HEADINGS:**

The paragraph captions and headings in this Contract are inserted solely for the convenience of the Parties and shall not affect the interpretations of construction of this Contract or any of the terms of this Contract. This Contract shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

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

**14**

**RESOLUTION NO. 17-908**

**IN THE MATTER OF APPROVING THE SUB-GRANT AGREEMENT BETWEEN RICHLAND COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS ON BEHALF OF THE DELAWARE COUNTY FAMILY AND CHILDREN FIRST COUNCIL (FCFC):**

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

WHEREAS, the Delaware County Family and Children First Council has applied for and been awarded the Strong Families, Safe Communities Grant (the "Grant"); and

WHEREAS, the Grant is committed to improving care coordination and providing support for families with children in crisis who present a risk to themselves, their families or others because of mental illness or a developmental disability. The Strong Families, Safe Communities project engages local systems to identify community-driven solutions that highlight collaboration across agencies to develop the best possible outcomes for these families; and

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

WHEREAS, Commissioner Benton, as President of the Board of County Commissioners (the "Board"), 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 Commissioner Benton 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 #                    GRF Allocation Line Item  
Source:                    Richland County Department of Job and Family Services  
Grant Period:            July 1, 2017-June 30, 2018

Federal Grant Amount:    \$25,000  
Local Match:                \$0.00  
Total Grant Amount:        \$25,000

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

Section 3. When reports or administrative documents require execution by the designated official, a copy of the report or documents shall be provided to the Clerk of the Board, along with a copy of this Resolution.

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**sub-grant agreement between Richland County Department of Job and Family Services and  
the Delaware County Board of Commissioners  
AGREEMENT #530-17 and ASSURANCES (Attachment 1)**

In accepting a sub-award from the Richland County Department of Job and Family Services, hereinafter "DEPARTMENT", Delaware County Family and Children First Council ("SUB-AWARDEE"), located at: 140 North Sandusky Street, 2<sup>nd</sup> Floor, Delaware, Ohio 43015

Agrees and makes the following assurances:

1. SUB-AWARDEE has received a sub-award ("sub-award") from one or more of the following fund sources:

- Community Mental Health Block Grant (CMHBG) (CFDA 93.958)
- Substance Abuse Prevention and Treatment Block Grant (SAPTBG) (CFDA 93.959)
- Title IV-B, Part 1 Child and Family Services Grant (CFDA No. 93.645, Federal Award No. 07010H00FP)
- Title IV-B Part 2 Family Support Grant (CFDA No. 93-556, Federal Award No. 07010H1400)
- 5AU Rotary; ODMHAS Account for Receipt of federal funds
- Projects for Assistance in Transition from Homelessness (PATH) Grant (CFDA No. 93.150)
- GRF Allocation Line Item (ALI) Grant \$25,000 Effective July 1, 20 17 - June 30, 2018
- Title XX (CFDA No. 93.667)

Administered by the DEPARTMENT for the purpose(s) designated in the allocation or described in the Request for Proposal (RFP)/final accepted Proposal, or the final approved version of the Application(s) for Funding (both hereinafter referenced as "APPLICATION"). The APPLICATION includes goals, objectives, activities, performance indicators, budget and budget narrative. SUB-AWARDEE assumes full responsibility for sub-recipient monitoring responsibilities described herein for funds received through allocation, as well as for funds received as a sub-award.

2. If applicable, the Notice of Sub-Award (NOSA) or intrastate Transfer Voucher (ISTV) incorporated by reference as an integral part of this agreement.

The NOSA establishes the:

- Dollar amount awarded by the DEPARTMENT;
- Plan for drawing down funds;
- Specific terms and conditions or amendments to this Agreement;
- Frequency of required reporting and the persons at the DEPARTMENT to whom those reports should be submitted.

The ISTV establishes:

- Dollar amount awarded by the DEPARTMENT;
- OAKS Coding
- Project Description

3. With the signing of this Agreement, the SUB-AWARDEE will begin work to accomplish the goals, objectives, activities and meet the performance indicators (including but not limited to production of deliverables) identified in the APPLICATION.

4. The APPLICATION, Interagency Agreement (if applicable), NOSA or STV, and this Agreement, including all attachments, constitutes the entire agreement between the parties and may be changed or modified only in writing, signed by all the parties hereto or their legal successors.

5. The SUB-AWARDEE assumes full responsibility for implementation of the goals, objectives and activities as described in the APPLICATION, including those performed by any lower tier sub-recipient ("SUB-RECIPIENT") named in the APPLICATION. SUB-AWARDEE is responsible for ensuring that its SUB-RECIPIENT (if any) is responsible for meeting the terms and conditions of this Agreement in accordance with the performance indicators detailed in the APPLICATION. [45 CFR 92.37]

6. This sub-award is subject to the availability of funds from the appropriate fund source, and allocated to the DEPARTMENT by the State of Ohio, Office of Budget and Management [ORC 126.07]. The DEPARTMENT reserves the right to alter the amount of this sub-award without prior notice to the SUB-AWARDEE. If funds designated for this program become unavailable during the term of this Agreement, the Department's obligations under this Agreement expire immediately and SUB-AWARDEE shall be paid for any non-cancelable obligations appropriately related to the sub-award. Upon such notice SUB-AWARDEE shall preserve and provide all work in progress to the DEPARTMENT. Upon satisfactory delivery of those materials and an acceptable final report, the DEPARTMENT will remit any payments due and release the SUB-AWARDEE from its obligations to DEPARTMENT for further performance under this Agreement.

7. SUB-AWARDEES subject to the audit requirements of OMS Circular A-133 are required to submit to the DEPARTMENT a copy of their A-133 audit(s) covering the period of the sub-award. If SUB-AWARDEE is not subject to the audit requirements of OMS Circular A-133, SUB-AWARDEE shall submit

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to the DEPARTMENT a copy of its annual financial audit(s) covering the period of the sub-award within the earlier of thirty (30) days after receipt of the auditor's report(s) or nine months after the end of the audit period, or such longer period as is agreed to in advance by the DEPARTMENT, unless a waiver of this requirement is approved in advance by the DEPARTMENT.

8. The SUB-AWARDEE shall purchase or maintain liability insurance and shall assure the DEPARTMENT that SUB-AWARDEE has in place adequate insurance and/or bonds all of its board members, officers or employees who are responsible for payments and expenditures from federal funds received from the DEPARTMENT. For SUB-AWARDEEs that are ADAMH/CMH/ADAS Boards, this requirement may be met by participation in CORSA (County Risk Sharing Authority), or a statement that the Board is self-insured and maintains adequate reserves to cover anticipated liabilities or purchase of insurance/bonds. This paragraph does not apply to Ohio's state agencies.

9. The DEPARTMENT reserves the right to terminate this Agreement in the event that the goals, objectives, activities and performance indicators (including but not limited to production of deliverables) identified in the APPLICATION are not delivered in a timely manner or with sufficient quality that they are suitable for their anticipated purposes and uses.

10. In the event of termination or non-renewal of this Agreement, equipment and residual inventory of unused supplies with a Fair Market Value of:

- \$1000 or more for state funded sub-awards, or
- \$5000 or more for federally funded sub-awards purchased with sub-award funds will be returned to DEPARTMENT or disposed of in a manner specified by the DEPARTMENT which is consistent with applicable rules governing disposal, transfer or sale of such property. Proceeds from the transfer, sale or disposal of such property shall be returned to the DEPARTMENT. [45 CFR 74.34, .35; 45 CFR 92.32, .33]

11. All items, products, deliverables and intellectual property developed, produced, dependent upon, derived from and/or begun as a result of this Agreement shall:

- a) Identify the DEPARTMENT and, if applicable, the federal grant, as the funding source;
- b) Reserve to the DEPARTMENT - and to the federal government if this sub-award includes federal funds - a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for public purposes, and to authorize others to do so;
- c) Be provided to the DEPARTMENT as specified in the APPLICATION; and
- d) Be approved by the DEPARTMENT before dissemination.

This paragraph does not apply to copyrighted materials purchased or licensed for use under this Agreement except to the extent that the rights of copyright ownership were purchased with grant support. [45 CFR 74.36; 45 CFR 92.34]

12. Funds received by SUB-AWARDEE from the sale of products or services supported by this sub-award (including but not limited to the use, sale or publication of data, information, intellectual property or deliverables and other products or services which rely upon them, which were acquired or developed pursuant to this Agreement) are considered program income and shall be expended in accordance with the following:

- Added to funds committed to the project/program and used to further eligible project/program objectives;
- Used to finance the non-Federal share or other match requirement of the project/program or;
- Deducted from the total project/program allowable cost in determining the net allowable cost upon which the Federal share of costs is based (federally funded sub-awards) or upon which the state share is based (state funded sub-awards).

If applicable, the NOSA attached to this Agreement identifies the designated application of program income earned by the SUB-AWARDEE. Program income from federally funded sub-awards must be reported on the Federal Financial Report, Standard Form 425. [2 CFR 215.24; 2 CFR Part 230, Appendix A, 11 5.c.; OMB Circular A-102, Attachment 11 2.e.; 2 CFR 225, Appendix A, C.4.; 45 CFR 74.24; 45 CFR 92.25]

13. The SUB-AWARDEE and the DEPARTMENT agree that neither shall use any confidential or private information made available by the other party for any purpose other than to fulfill the obligations specified in the APPLICATION and this Agreement unless otherwise required by law, including Ohio public records law [ORC §149.43]. Each party agrees to be bound by all applicable standards for confidentiality and to apply such standards to its employees and agents.

14. Including but not limited to the regulations of the DEPARTMENT, the SUB-AWARDEE agrees to comply with all applicable Ohio and Federal confidentiality, privacy and security laws and regulations, including HIPAA, 42 CFR Part 2, and Ohio Revised Code §§ 5119.27, .28, and 5122.31. The SUB-AWARDEE is responsible for assuring compliance with all such rules by employees, agents and contractors. If SUB-AWARDEE is to create or receive any protected health information (PHI) from or on behalf of the DEPARTMENT, SUB-AWARDEE shall enter into a HIPAA compliant Business Associate Agreement with the DEPARTMENT prior to obtaining access to any PHI. [ORC 5119.27, 5119.28, 5122.31; 42 USC 1320-1320d-8; 42 USC 290dd-2; 42 USC 300x-53]

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15. No funds received under this sub-award shall be used for the repayment of any pre-existing loan. The accounts of the SUB-AWARDEE for this sub-award should clearly show the relationship between expenditures and approved and allowable budget items. [2 CFR Parts 215, 220, 225, and 230; OMB Circulars A-21 (Cost Principles for Educational Institutions), A-87 (Cost Principles for State, Local, and Tribal Governments), A-122 (Cost Principles for Non-Profit Organizations), A-102 (Grants and Cooperative Agreements with State and Local Governments), A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations); 45 CFR 92.22 (Uniform Administrative Requirements for Grants and Agreements to State, Local, and Tribal Governments, Allowable Costs)]

16. DEPARTMENT grant-funded Women's Programs must ensure availability of the following:

- a) Clinical approaches that support managed care (improved utilization management systems, such as, enhanced assessment, aftercare provisions for consumers in residential settings, and/or linkage).
- b) Enhanced collaboration with children's services, the criminal justice system, vocational rehabilitation and employment services and other entities serving Medicaid eligible consumers.
- c) Identification and tracking methods for all Medicaid recipients.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to choice of law provisions, as well as applicable federal laws and regulations. Only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and sub-award. The SUB-AWARDEE agrees to comply with all applicable Federal and state laws (including Ohio ethics laws), rules, regulations and accounting principles in the performance of this Agreement. All records relating to costs and work performed, and supporting documentation for invoices submitted, along with copies of all deliverables shall be retained and made available by the SUB-AWARDEE for audit or review by the State of Ohio (including, but not limited to the DEPARTMENT, the Ohio Ethics Commission, the Auditor of the State of Ohio, the Ohio Inspector General, other duly authorized State Officials, law enforcement officials) and other duly authorized agencies of the Federal government for a minimum of three years after submission of final financial and performance reports under this Agreement. DEPARTMENT reserves the right to require submission of such records if deemed necessary. If an audit or review is initiated during that time period, the SUB-AWARDEE shall retain such records until the audit or review is concluded and all issues are resolved. [ORC 9.23 et seq.; 2 CFR 215.26; 45 CFR 96.31; 45 CFR 92.26; OMB Circular A-133]

18. No SUB-AWARDEE, SUB-RECIPIENT, employee, agent or subcontractor will discriminate against any SUB-RECIPIENT, employee, agent or subcontractor based on race, religion, national origin, color, gender, sexual orientation, age, handicap/disability, genetic information or military status.

19. SUB-AWARDEE agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency (CSEA) in ensuring employees of SUB-AWARDEE meet child support obligations established under state law. Further, by executing this Agreement, SUB-AWARDEE certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to O.R.C. section 3121.03.

20. SUB-AWARDEE certifies that it will abide by Ohio's ethics laws as codified in O.R.C. Chapters 102 and 2921, as interpreted by the courts of the State and by the Opinions of the Ohio Ethics Commission.

21. SUB-AWARDEE agrees to comply with the conditions, rates and terms as set forth by the Ohio Office of Budget and Management (OBM) Travel Rule 126-1-02, as it may be amended, with regard to expenses for travel, meals, and lodging.

22. SUB-AWARDEE certifies that its covered individuals, partners, shareholders, administrators, executors, trustees, owners, and their spouses, have not made any contributions in excess of the amounts specified in applicable provisions of ORC § 3517.13(I) and (J).

23. SUB-AWARDEE assures the DEPARTMENT that it is not subject to an "unresolved" finding for recovery under O.R.C. 9.24 and that should such a finding be made against the SUB-AWARDEE it will immediately notify the DEPARTMENT. If this assurance is found to be false the Agreement shall be void from its beginning and the SUB-AWARDEE shall immediately repay any funds received under it.

24. SUB-AWARDEE agrees to comply with all applicable state and federal laws regarding smoke-free and drug-free workplaces.

25. SUB-AWARDEE affirms to have read and understands Executive Order 2011-12K issued by Ohio Governor John Kasich and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States. The Executive Order may be found at: <http://www.governor.ohio.gov/Portals/0/pdf/executiveOrders/E0%202011-12K.pdf> SUB-AWARDEE also affirms, understands and agrees to immediately notify DEPARTMENT of any change or shift in the location(s) of services performed by SUB-AWARDEE or its sub-awardees or subcontractors under this Agreement, and no services shall be changed or shifted to location(s) that are outside of the United States.

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As part of this Agreement, SUB-AWARDEE shall disclose the following:

- a) The location(s) where all services will be performed by SUB-AWARDEE or SUB- RECIPIENT(s) or sub-contractor(s);
- b) The location(s) where any state data applicable to the Agreement will be accessed, tested, maintained, backed-up, or stored by SUB-AWARDEE or any SUB-RECIPIENT(s) or sub-contractor(s);
- c) The principal location of business for the SUB-AWARDEE and any SUB-RECIPIENT(s) or sub-contractor(s).

Neither the SUB-AWARDEE nor its SUB-RECIPIENT(s) or sub-contractor(s) shall, during the performance of the funded project, change the location(s) of the country where the services are performed or change the location(s) of the county where the data is maintained or made available without prior written approval of DEPARTMENT.

SUB-AWARDEE will not assign any of its rights nor delegate any of its duties and responsibilities under this Agreement without prior written consent of DEPARTMENT. Any assignment or delegation not consented to may be deemed void by DEPARTMENT.

Paragraphs 26-34 apply only to sub-awards funded, in whole or part, with federal funds, including federal block grant funds:

26. a) SUB-AWARDEE agrees to and makes the assurances of the Attachments 2 and 3, entitled "Certifications" and "Assurances".

b) If a State of Ohio agency or instrumentality, SUB-AWARDEE agrees to and makes the assurances of Attachments 2 and 3 and acknowledges that the terms and conditions of this Agreement, including the Certifications and Assurances (Attachments 2 and 3), apply also to any other sub-award received from the DEPARTMENT during the term of this agreement.

c) SUB-AWARDEE agrees to include Attachments 2 and 3 as required assurances in any sub-recipient award that includes federal funds. Sub-recipient awards that include any Block Grant funds must state the amount provided by the Block Grant and the amount provided by other sources.

27. SUB-AWARD EE further assures DEPARTMENT that the CMHBG and SAPTBG block grant funds will not be used to:

- a) Provide inpatient services (unless prohibition waived for SAPTBG);
- b) Make cash payments to intended recipients of health services;
- c) Purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) and building or other facility, or purchase major medical equipment;
- d) Satisfy any requirement for the expenditure of non-Federal funds as a condition of the receipt of Federal funds;
- e) Provide financial assistance to any entity other than a public or nonprofit entity;
- f) Fund research (excludes evaluation of programs and services included in the consolidated Community Mental Health/Substance Abuse Treatment and Prevention Block Grant Plan); or
- g) Fund lobbying activities intended to influence the Ohio legislature or Congress.

28. SUB-AWARDEE assures DEPARTMENT that its Board and its executives understand and agree that SUB-AWARDEE will:

- a) Comply with requirements for maintaining a financial management system that meets the requirements as set forth in 45 CFR 92.20, 45 CFR 96.30 and 45 CFR 74.21, as applicable;
- b) Maintain internal control over Federal programs that provides reasonable assurance that the SUB-AWARDEE is managing the sub-award in compliance with laws, regulations, and the provisions of this Agreements;
- c) Have the necessary processes and systems in place to comply with applicable reporting requirements of the Federal Funding Accountability and Transparency Act and will report information required under the act, as applicable; and
- d) Comply with laws, regulations, and the provisions of the agreements related to each of its Federal programs.

29. SUB-AWARDEES receiving federal funds must comply with provisions of 45 CFR Part 92, 45 1 CFR Part 96, 45 CFR Part 74 and OMB Circulars A-21,A-87, A-102, A-110, A-122 and A-133, as applicable to the type of SUB-AWARDEE.

•30. SUB-AWARDEE agrees that it will not use any funds from any source to engage in any political activities in contravention of applicable provisions of federal law, including, but not limited to the "Simpson Amendment, " 2 USC § 1611.

31. Restrictions on Lobbying:

- a) No part of any appropriation for this sub-award shall be used, other than for formal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before Congress, except in presentation to the Congress itself or to any State legislative body itself.
- b) No part of any appropriation for this sub-award shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence

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legislation or appropriations pending before the Congress or any State legislature.

32. None of the funds provided under this sub-award may be used to pay the salary of an individual at a rate in excess of Level I of the Executive Schedule for the federal government.

33. In accordance with the Federal Funding Accountability and Transparency Act of 2006 [P.L.109-282, as amended by § 6202(a) of P.L. 110-252] and implementing regulations at

2 CFR Part 170, the SUB-AWARDEE assures the DEPARTMENT that it has the necessary processes and systems in place to comply with applicable reporting requirements of the Federal Funding Accountability and Transparency Act and will report information required under the act, as applicable.

34. Trafficking in persons.

a) Provisions applicable to a SUB-AWARDEE that is a private entity:

1. You as the SUB-AWARDEE, your employees, SUB-RECIPIENTS under this sub- award, and SUB-Recipients' employees may not-

i. Engage in severe forms of trafficking in persons during the period of time that the sub-award is in effect;

ii. Procure a commercial sex act during the period of time that the sub-award is in effect or

iii. Use forced labor in the performance of this sub-award or any lower tier sub- awards under this sub-award.

2. DEPARTMENT may unilaterally terminate this sub-award, without penalty, if SUB- AWARDEE or a SUB-RECIPIENT that is a private entity

i. is determined by the DEPARTMENT to have violated a prohibition in paragraph .33.a.1 of this Agreement; or

ii. Has an employee who is determined by the DEPARTMENT to have violated a prohibition in paragraph 33.a.1 of this Agreement through conduct that is either

A. Associated with performance under this sub-award; or

B. Imputed to SUB-AWARDEE or the SUB-RECIPIENT using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement), " Provisions applicable to a SUB-AWARDEE other than a private entity: DEPARTMENT may unilaterally terminate this sub-award, without penalty, if a SUB-RECIPIENT that is a private entity-

1. As determined by the DEPARTMENT to have violated an applicable prohibition in paragraph 33.a.1 of this Agreement; or

2. Has an employee who is determined by the DEPARTMENT to have violated an applicable prohibition in paragraph 33.a.1 of this Agreement through conduct that is either

i. Associated with performance under the sub-award; or

ii. Imputed to the SUB-RECIPIENT using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, , "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-,procurement)."

c) Provisions applicable to any SUB-AWARDEE:

1. SUB-AWARDEE must inform DEPARTMENT immediately of any information received from any source alleging a violation of a prohibition in paragraph 33.a.1 of this Agreement.

2. Department's right to terminate unilaterally that is described in paragraph 33.a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (IVPA), as amended (22 U.S.C. 7104(g)), and

ii. in addition to all other remedies for noncompliance that are available to DEPARTMENT under this award.

3. SUB-AWARDEE must include the requirements of paragraph 33.a.1 of this Agreement in any sub-award made to a private entity.

A) Definitions. For purposes of this Agreement:

1. "Employee" means either:

i. An individual employed by SUB-AWARDEE or a SUB-RECIPIENT who is engaged in , the performance of this sub-award; or

ii. Another person engaged in the performance of this sub-award who is not ;compensated by SUB-AWARDEE including, but not limited to, a volunteer, individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.



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ii. includes:

- A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian 'tribe at 2 CFR 175.25(b).
- B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the 1VPA, as amended (22 U.S.C. 7102). Paragraphs 35 and 36 apply only to sub-awards funded, in whole or Part, wit Community\ Mental Health Block Grant (CMHBG) funds. •

35. SUB-AWARDEE assures DEPARTMENT that it or its parent organization holds permanent 501(c) non-profit status, or is a general or special purpose government entity. [CFDA 93.958; 42 USC 300x-5(a); OMS Guidance 0930-0168] Check one:

Non-profit 501 (c) program                      Government entity

36. Use of Funds - Federal CMH Block Grant funds must be used for treatment and recovery supports for adults with mental illness and children with emotional disturbances, as well as the prevention/early intervention, planning, administration, educational, and evaluation activities related to providing these services described in the combined Mental Health and Substance Abuse Prevention and Treatment Block Grant Plan.

' Paragraphs 37-49 apply to sub-awards funded, in whole or part, with Substance Abuse Prevention and Treatment Block Grant (SAPTBG) funds:

37. Use of Funds - Federal SAPT Block Grant funds may be used for planning, carrying out, and • evaluating activities to prevent and treat substance abuse and for routinely making available tuberculosis services to each individual receiving treatment for substance abuse. [Sec. 1921(b) and 1924(a)]. SAPT Block Grant funds cannot be expended for tuberculosis services if payment has been made, or can reasonably be expected to be made, from other funds [Sec. 1924(c)].

38. Restrictions on Expenditures - SAPTBG funds may not be used to provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for AIDS.

39. The purpose of these funds is to provide financial assistance to programs for the delivery of , alcohol and other drug services/activities. Any use of funds for equipment, furniture or computer software, or for food purchases must be justified in terms of the relationship of the equipment, furniture or computer software, or the food purchases, to the program or activity. Justification to purchase equipment, furniture, computer software, or food must be submitted to DEPARTMENT for prior approval and include consideration of how the equipment, furniture or computer software, or the food, will be used, why the purchase is necessary, what alternatives were considered, how the cost was determined and why the program considers the cost reasonable. Funds cannot be expended for equipment, furniture , or computer software, or food, until approved by OhioMHAS.

40. Treatment Alternatives to Street Crime (TASC) and drug court programs receiving funds from the DEPARTMENT may use only addiction treatment providers that hold current certification from the DEPARTMENT.

41. Nondiscrimination in the Use of SAPT Block Grant Funds [Sec. 1947, Uniform Block Grant Application] For the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of disability under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, on the basis of sex and religion under the Omnibus Budget Reconciliation Act of 1981 (Block Grants), or on the basis of race/ color or national origin under Title VI of the Civil Rights Act • of 1964/ programs and activities funded in whole or in part with funds made available under the SAPT Block Grant are considered to be programs and activities receiving federal financial assistance.

No person shall on the grounds of sex (including/ in the case of a woman on the grounds that the woman is pregnant or on the grounds of religion/ be excluded from participation in be denied the benefits o or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the SAPT Block Grant.

42. Charitable Choice Provisions and Regulations of SAPT Block Grant Funds [42 C.F.R. 54.8(c)(4) and 54.8(b)] requires DEPARTMENT along with DEPARTMENT SUB-AWARDEEs and providers to:

- a. Ensure that religious organizations that are certified treatment providers offer notice of a client's right to alternative services and to all potential and actual program beneficiaries.
- b. Ensure that religious organizations that are certified treatment providers refer program beneficiaries to alternative services.
- c. Fund and provide alternative services.

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43. Substance Abuse Prevention and Treatment Block (Grant Subpart L) Sec. 96.137 Payment schedule: The Block Grant money that may be spent for Secs. 96.124(c) and (e), 96.127 and 96.128 is governed by this section which ensures that the grant will be the "payment of last resort." The entities that receive funding under the Block Grant and provides services required by the above-referenced sections shall make every reasonable effort, including the establishment of systems for eligibility determination, billing, and collection, to: Collect reimbursement for the costs of providing such services to persons who are entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX, any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program; and Secure from patients or clients payments for services in accordance with their ability to pay.

44. Confidentiality [Sec. 1943(b)]. (See Federal Register, 42 CFR Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records: Final Rule, June 9, 1987, pages 21796 to 21814.) The SUB-AWARDEE shall ensure that each contract agency has in effect a system to protect from inappropriate disclosure of patient records maintained by the agency.

45. VDU Outreach [Sec. 1923(b)]. Agencies receiving SAPT Block Grant funds to treat Intravenous drug users (IVDUs) are required to carry out activities to encourage individuals in need of such treatment to undergo such treatment. Documentation of such activities shall be maintained at the SUB-AWARDEE. 146. 90 Percent of Capacity [Sec. 1923(a)]. The SUB-AWARDEE shall ensure that each individual who requests and is in need of treatment for intravenous drug abuse is admitted to a program of such treatment not later than - (A) 14 days after making the request for admission to such a program; or (B) 120 days after the date of such request, if no such program has the capacity to admit the individual on the date of such request and if interim services are made available to the individual not later than 48 hours after such request. The SUB-AWARDEE must submit quarterly to the Department's Division of Treatment and Recovery Services a listing of providers that reach 90 percent of capacity. **IN THE EVENT THAT NO PROVIDERS REACH 90 PERCENT OF CAPACITY, THE SUB-AWARDEE MUST SUBMIT THE QUARTERLY REPORTING INDICATING SUCH.**

Quarterly reports shall be submitted to DEPARTMENT on the following dates:

January 30  
April 30  
July 30  
October 30

47. Prevention [Sec. 1922(b)]. The SUB-AWARDEE shall comply with expending the minimum amount of federal SAPT Block Grant prevention funds identified in the Department's annual per capita allocation notice to the SUB-AWARDEE. These funds must be used for prevention services to reduce the risk of alcohol and other drug abuse for individuals who do not require treatment for substance abuse. The SUB-AWARDEE shall give priority to programs for populations that are at risk of developing a pattern of such abuse and ensure that programs receiving priority develop community-based strategies for the prevention of such abuse, including strategies to discourage the use of alcoholic beverages and tobacco products by individuals to whom it is unlawful to sell or distribute such beverages or products.

48. Investigations [Sec. 1945]. The SUB-AWARDEE shall ensure provider agency cooperation with state and federal investigators to determine if SAPT Block Grant funds are being used in accordance with federal requirements.

Progress Report [Sec. 1942(a)]. The SUB-AWARDEE shall ensure that each prevention and treatment provider agency maintains data, information, reports and documentation sufficient to describe the activities funded and progress toward achieving the purposes for which the funds were provided. Such information shall be made available to the DEPARTMENT upon request.

49. Tuberculosis Services [Sec. 1924(a)(2)]. Tuberculosis services means - (A) counseling the individual with respect to tuberculosis; (B) testing to determine whether the individual has contracted such disease and testing to determine the form of treatment for the disease that is appropriate for the individual; and (c) providing such treatment to the individual.

The SUB-AWARDEE shall ensure that agencies receiving SAPT Block Grant funds for operating a program of substance abuse treatment (A) will, directly or through arrangements with other public or nonprofit private entities, routinely make available tuberculosis services to each individual receiving treatment for such abuse; and (B) in the case of an individual in need of such treatment who is denied admission to a program on the basis of lack of the capacity of the program to admit the individual, will refer the individual to another provider of tuberculosis services [Sec. 1924(a)(1)].

SUB-AWARDEE will provide to the DEPARTMENT by JULY 31 of each year a report on 1) The number of clients receiving treatment for tuberculosis in the previous fiscal year ending JUNE 30 and 2) The amount of public non-federal dollars expended for tuberculosis treatment including dollars spent by the Board of County Commissioners or county executives and county councils established pursuant to O.R.C. 339.75. Funds spent for tuberculosis treatment are not limited to those receiving services for substance abuse treatment but include public non-federal funds for all patients receiving tuberculosis treatment.

Paragraphs 50-54 apply only to sub-awards funded, in whole or part, with SAPTBG funds for Women's

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Gender Specific Programs:

50. An Implementing Agency funded with specific SAPT Block Grant women's set-aside funds to provide substance abuse treatment services to pregnant women and women with dependent children will directly or through arrangements with other public private entities, make available prenatal care to women receiving such services and, while the women are receiving services child care [Section 1 922(f) J

51. Treatment facilities receiving SAPT Block Grant funds "will ensure that each pregnant woman in the state who seeks or is referred for and would benefit from treatment services given preference in admission and will publicize the availability to such women of services from the facilities and the fact that women receive such preference [Section 1 927 a)].

52. In the event that a treatment facility has insufficient capacity to provide treatment services to pregnant women seeking services, the facility must immediately make a referral to the local ADAMHS/ADAS Board to facilitate admission into another treatment program. If no other treatment program is available, the Board must make a referral to the State. If no other treatment facility in the state is available or the client refuses to attend treatment in another area, interim services must be made available within 48 hours.

53. DEPARTMENT grant-funded Women's Programs must provide child care services, either on site or referral [PHS Act, Section 1922(c)(3)] J

54. SAPTBG Grant funded Women's programs must ensure availability of the following:  
 a. Primary medical care for women receiving substance abuse services including Prenatal care  
 b. Primary pediatric care for children, including immunizations.  
 c. Gender specific substance abuse treatment and other therapeutic interventions for women that may address inter-personal relationships, such as, sexual and physical abuse, including domestic violence and parenting.  
 d. Therapeutic interventions for children in custody of women in treatment which may, among other things, address their developmental needs and their issues of sexual and physical abuse and neglect.  
 e. sufficient treatment support and case coordination (case management) t9 include all necessary support activities to insure that women and their children have access to the services provided by a) through d c.:

55. The SUB-AWARDEE must use the designated reporting form or electronic reporting form to submit reports and must meet the requirements specified in the APPLICATION, NOSA, or Inter-Agency Agreement. Reporting time periods and due dates will be listed in the NOSA or Inter-Agency Agreement. Reports shall be submitted to the person(s) indicated on the NOSA or Inter-Agency Agreement. Additionally, SUB-AWARDEE agrees to submit all reports required by DEPARTMENT as necessary to permit the DEPARTMENT to comply with any reporting requirements relating to funds received under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) If reports are not submitted on time the DEPARTMENT may withhold current and future funds from the SUB-AWARDEE.

56. The term of this Agreement & Assurances shall be the longer of the applicable State Fiscal Biennium or the period of the sub-award. Notwithstanding anything in this Agreement to the contrary, SUB-AWARDEE acknowledges that the Ohio Legislature and the Controlling Board of Ohio (each a "Governing Authority") must approve the appropriation and release of funds in connection with DEPARTMENT spending authority for each state biennium. It is agreed that any and all obligations of funds under this Agreement extending beyond the current biennium are contingent upon the continuing availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding authority for the obligations that may be due under this Agreement, then all of SUB-Awardee's and Department's obligations under this Agreement, except those that by their nature or by designation survive termination, are terminated as of the date that the funding expires.

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

**15  
RESOLUTION NO. 17-909**

**IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE CODE COMPLIANCE DEPARTMENT:**

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

**Transfer of Appropriations**

From	To	Amount
10011301 - 5001 Compensation	10011301 - 5301 Services & Charges - Contracted Professional Services	\$50,000.00

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

**16**

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RESOLUTION NO. 17-910

**IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR NORTHLAKE WOODS SECTION 1 & 2, COTTAGES AT NORTHLAKE WOODS NORTH & SOUTH, AND SYCAMORE TRAIL:**

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

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

THEREFORE BE IT RESOLVED, that the Board of Commissioners approve the sanitary sewer improvement plans for Northlake Woods Section 1 & 2, Cottages at Northlake Woods North & South, and Sycamore Trail for submittal to the Ohio EPA for their approval.

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

**17**

RESOLUTION NO. 17-911

**IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH TRUCCO CONSTRUCTION COMPANY, INC. TO PERFORM WORK TO IDENTIFY AND CONTAIN OR ELIMINATE WATER SATURATION ISSUES NEAR THE LOWER SCIOTO WATER RECLAMATION FACILITY EFFLUENT CHANNEL:**

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Trucco Construction Company, Inc. to perform work to identify and contain or eliminate water saturation issues near the Lower Scioto Water Reclamation Facility Effluent Channel;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with Trucco Construction Company, Inc.:

**SERVICES AGREEMENT**

This Agreement is made and entered into this 31st day of August, 2017, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Trucco Construction Company, Inc., 3531 Airport Road, Delaware, Ohio 43015 (“Contractor”), hereinafter collectively referred to as the “Parties.”

**1 SERVICES PROVIDED BY CONTRACTOR**

- 1.1 The Contractor will provide “Services” in connection with the following “Project”: Identify and contain or eliminate the source of water saturating the slope adjacent to the Lower Scioto WRF effluent channel located at approximately 6565 Dublin Rd, Delaware, Ohio 43015. Initial investigation shall be performed by excavating a trench along the south side of the existing riprap-lined channel to a depth necessary to encounter undisturbed soil or bedrock, or as directed by the Delaware County Sanitary Engineer. Remedial action shall be performed at the direction of the Delaware County Sanitary Engineer, and may include backfilling the trench with imported material. Excavated soils not suitable for backfill shall be spread over the slope adjacent to the channel. All disturbed areas shall be restored to original condition.
- 1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 Services shall be rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:  
Contractor’s Hourly Price List, effective January 2017 (Exhibit A)  
Unit Costs for Materials (Exhibit B)

**2 SUPERVISION OF WORK**

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

**3 AGREEMENT AND MODIFICATIONS**

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

**4 FEES AND REIMBURSABLE EXPENSES**

4.1 Compensation for Services provided under this Agreement shall be on a Time & Materials basis in accordance with the exhibits noted in Section 1.3 and as follows:

4.2 Total compensation under this Agreement shall not exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00) without subsequent modification.

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

4.3.1 Material invoices will be subject to a 15% markup.

4.3.2 Subcontractor invoices will be subject to a 5% markup.

**5 NOTICES**

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

County:

Name: Erik McPeek  
 Address: 50 Channing Street, Delaware, Ohio 43015  
 Telephone: (740) 833-2240  
 Email: emcpeek@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Randy King  
 Address of Firm: 3531 Airport Road  
 City, State, Zip: Delaware, Ohio 43015  
 Telephone: (740) 417-9010  
 Email: randy.king@truccoconstruction.com

**6 PAYMENT**

6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Sanitary Engineer and shall be in accordance with the Contractor's Price Proposal.

6.2 Invoices shall be submitted to the Project Manager by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.

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

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

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

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- 7.2 Contractor shall not proceed with any "If Authorized" tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.
- 8 SUSPENSION OR TERMINATION OF AGREEMENT**
- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Work, as ordered by the County.
- 8.2 In the case of Termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.
- 9 CHANGE IN SCOPE OF SERVICES**
- 9.1 In the event that significant changes to the Scope of Services are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.
- 10 OWNERSHIP**
- 10.1 Upon completion or termination of the Agreement, the Contractor shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement
- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.
- 11 CHANGE OF KEY CONTRACTOR STAFF; ASSIGNMENT**
- 11.1 The Contractor shall immediately notify the County, in writing, of any change to key Contractor staff or subcontractors assigned to the Work as contemplated at the time of executing this Agreement.
- 11.2 The Contractor shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.
- 12 INDEMNIFICATION**
- 12.1 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.
- 13 INSURANCE**
- 13.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by

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Subsections 13.1 and 13.2. Contractor shall require all of its subcontractors to provide like endorsements.

- 13.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

**14 MISCELLANEOUS TERMS AND CONDITIONS**

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

- 14.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**

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

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

- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

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

- 14.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.

- 14.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.



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14.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

14.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

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

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

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

**18  
RESOLUTION NO. 17-912**

**IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR THE REGIONAL SEWER DISTRICT:**

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

<b>Transfer of Appropriation</b>		
From: 66211901-5410	To: 66211901-5320	\$24,805.00
SRF Admin/Building & Improvements >\$25,000	SRF Admin/Software	
From: 66211901-5410	To: 66211901-5201	\$10,000.00
SRF Admin/Building & Improvements >\$25,000	SRF Admin/Supplies & Equipment	

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

**19  
RESOLUTION NO. 17-913**

**IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND SHREMSHOCK ARCHITECTS, INC. FOR ALTERATIONS TO THE DELAWARE COUNTY JAIL AT 844 US HWY 42 N, DELAWARE, OHIO 43015:**

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

Whereas, the Sheriff, Sheriff’s Office Staff, and Director of Facilities recommends approval of the



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professional services agreement between the Delaware County Board of Commissioners and Shremshock Architects, Inc. for alterations to the Delaware County Jail at 844 US Hwy 42 N, Delaware, Ohio 43015;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the agreement with Shremshock Architects, Inc. for alterations to the Delaware County Jail at 844 US Hwy 42 N, Delaware, Ohio 43015;

**PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this 31<sup>st</sup> day of August, 2017, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Shremshock Architects, Inc., 7400 West Campus Road, Suite 150, New Albany, Ohio 43054 ("Consultant"), hereinafter collectively referred to as the "Parties", and shall be known as the "Agreement."

**1 SERVICES PROVIDED BY CONSULTANT**

- 1.1 The Consultant will provide "Services" in connection with the following "Project":  
Body Scanner, building addition, and alterations to the Delaware County Jail at 844 US Hwy 42 N, Delaware, Ohio 43015
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 Services shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:  
Consultant's Professional Services Agreement and Project Proposal

**2 SUPERVISION OF WORK**

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

**3 AGREEMENT AND MODIFICATIONS**

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

**4 FEES AND REIMBURSABLE EXPENSES**

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.3.
- 4.2 For all services described in the Scope of Services and Fee Proposal, except "If Authorized" tasks, the lump sum fee shall be Forty Nine Thousand Nine Hundred Dollars and Zero Cents (\$49,900.00).
- 4.3 "If Authorized" tasks shall only be performed upon written Notice of the Project Manager.
- 4.4 Total compensation under this Agreement shall not exceed \$49,900.00 without subsequent modification.
- 4.5 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

**5 NOTICES**

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

Project Manager:

Name: Jon Melvin, Director of Facilities  
Address: 1405 US Hwy 23 North, Delaware, OH 43015  
Telephone: (740) 833-2280

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Email: jmelvin@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Daniel Imlay, RA  
 Address of Firm: 7400 West Campus Road, Suite 150  
 City, State, Zip: New Albany, OH 43054  
 Telephone: (614) 545-4550 x294  
 Email: dimlay@shremshock.com

**6 PAYMENT**

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

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

- 7.1 The Consultant shall commence Work upon written Notice to Proceed ("Authorization") of the Project Manager and shall complete the work in accordance with the Proposal.
- 7.2 Consultant shall not proceed with any "If Authorized" tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Project Manager may grant such an extension provided that all other terms of the Agreement are adhered to.

**8 SUSPENSION OR TERMINATION OF AGREEMENT**

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

**9 CHANGE IN SCOPE OF SERVICES**

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

**10 OWNERSHIP**

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

**11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT**

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

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**12 INDEMNIFICATION**

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

**13 INSURANCE**

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

**14 MISCELLANEOUS TERMS AND CONDITIONS**

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

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

- 14.5 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach. **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.6 **Findings for Recovery:** Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 **Authority to Sign:** Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 **County Policies:** The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal) and/or rescind any or all of the policies at any time and without notice.
- 14.10 **Drug-Free Workplace:** The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 **Non-Discrimination/Equal Opportunity:** Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

- 14.12 **Campaign Finance – Compliance with R.C. 3517.13:** Ohio Revised Code Section 3517.13 1(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,

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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(1)(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.

**Professional Services Agreement**

SECTION 1 - (Deleted as requested by Delaware County)

SECTION 2 - GENERAL DESCRIPTION OF PROJECT

2.1- Shremshock shall provide Design, Construction drawings, and Construction Administration Services for the alterations to the Intake area to accommodate the installation of the body scanner equipment including other modifications listed in article 3.2 below.

SECTION 3 - DESCRIPTION OF PROFESSIONAL SERVICES

3.1 - SERVICES IN THIS AGREEMENT

The following Basic Services shall be performed by the Architect:

3.2 - Basic Services:

A. The alterations for the Delaware County Jail includes design floor plan drawings used in initial design and layout meetings necessary to illustrate the room arrangements and equipment placement. These design review meetings will include discussion of the following for inclusion in the project;

- Modify existing property storage room to accommodate body scanner, add an emergency temporary holding cell, provide space for inmate management and records, provide space for strip search and other initial intake requirements.
- Initial intake requirements must flow into secondary intake requirements located in existing intake area in a manner acceptable to Delaware County Sheriff's operations and common booking procedures and finally, modify existing secondary intake as necessary.
- Relocate security doors in intake/safety vestibule space, adding additional security observation glazing from central control, adding communication devices at security doors, adding security remote monitoring at security doors and secure spaces, and add remote control and duplicate remote control/monitoring of all doors requiring passage of inmates.
- Provide additional building area for personal storage and relocated garment conveyor and vacuum pack systems.
- Relocate classification office.
- Address existing conditions that will require modification ie: interior floor drains, existing doors that are to be removed.
- Modify mechanical, electrical, heating, ventilating and air conditioning systems as required to accommodate new layout.

B. The alterations for the Delaware County Jail also includes technical construction drawings that includes the items listed above as appropriate, and the following requirements

The air handlers and condensing units of the HVAC system will remain and are not planned for redesign or replacement. Re-working of the HVAC duct runs, relocation of some lights and replacement of others, new electric outlets to serve equipment and copiers and office layouts will be required in rooms and spaces planned to be reconfigured.

Generally, plumbing systems will remain and are not planned for redesign or replacement, and toilet rooms will remain as is. Floor finishes (sealed concrete), painted wall finishes, new doors, and ceilings will also be required in rooms and spaces planned to be reconfigured. The scope of the alteration work to be performed by contractor(s) is assumed to be completed in a vacated space, and not require phased construction.

Additionally the Architect shall:

- Attend three design review meetings with Delaware County representatives.

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- Revise and review revised drawings at third meeting as required to address Owner review comments made in the initial two design review meetings.
- Prepare Construction Document Drawings for Plan Approval, and for Construction use.
- Coordinate architectural, structural, mechanical, plumbing, and electrical design work with the civil engineering firm that is contracted by the Owner to perform Civil Engineering design work for this project.
- Construction Administration services for alterations to existing facility.
- Printing and delivery cost of final documents, etc.
- Travel expenses

3.3 -Additional Services: The following services are not part of the Basic Services. These services shall be performed upon written authorization from the Owner and shall be paid for based upon our standard hourly rates.

- a. Make revisions to the alterations project due to Owner requested changes that alter work completed under the previous direction of the Owner.
- b. Provide representation for the Owner at public presentations and area committee meetings.
- c. Make additional trips to site for Owner review meetings beyond those indicated in the basic services.
- d. Provide services to assist in obtaining code variances.
- e. Preparation of renderings and models.
- f. Preparing drawings, specifications and other supporting documents for work other than the general Intake and Vehicular Sallyport area work.
- g. Provide detailed estimates of construction beyond those indicated in the Proposal already received.
- h. Contract with civil engineering company to provide civil engineering design and drawings that support the scope of work presented in this agreement.
- i. Provide Storage facility for relocated property storage shelving.

3.4 - SERVICES NOT INCLUDED IN THIS AGREEMENT

- Structural calculations.
- Services required due to unforeseeable conditions, hidden conditions, and changed conditions.
- Variance approval.
- Environmental/hazardous material assessment and abatement.
- Special Inspections
- Cost Estimates
- Fiduciary responsibility.

SECTION 4 - COMPENSATION

4.1 - Compensation to be paid to the Architect for providing the Basic Services shall be a combination of standard hourly billing rates, and reimbursable expenses.

Service
Method of Compensation
Amount
Design/Construction Documents/ CA
Flat Fee
\$49,900

4.2 - Fees for expenses that would normally be considered reimbursable expenses have been included in the Basic Services of article 3.2, to be in line with the language of the Delaware County Professional Services Agreement. These expenses typically include, reproduction costs, postage, delivery charges, and travel expenses.

4.3 - Fees for Additional Services shall be based upon our standard hourly rates.

Hourly Rate Table
Architectural      Rate per Hour

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Principal	\$155.00
Project Manager	\$140.00
CAD Drafter	\$60.00
Clerical	\$40.00

SECTION 5 -TERMS AND CONDITIONS

5.1 DATE OF COMMENCEMENT AND DURATION: The date of Commencement of this agreement shall be the date last appearing on the signature page. This agreement shall remain in effect for a period of three months from the Date of Commencement, unless terminated as provided herein, or extended by mutual agreement in writing.

5.2 AGREEMENT PERIOD: If Architect's Services under this Agreement are delayed for reasons beyond Architect's control, the completion period specified in Section 5.1 of this agreement shall be modified accordingly and the fees shall be renegotiated for any unfinished services as of the effective date of change.

5.3 COMPENSATION DEFINITIONS: Reimbursable expenses include costs such as printing, supplies, mailing, deliveries, (courier and overnight), travel expenses, etc. and will be charged at 1.0 times actual cost.

5.4 INVOICING AND PAYMENT: Architect shall submit monthly invoices to the Owner for Basic and Additional Services accomplished during the invoicing period, and for Reimbursable Expenses incurred. For services provided on a lump sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby Architect will estimate the percentage of total Services accomplished during the statement period. Such invoices shall include a separate listing of any charges for Professional Subcontractor, Additional Services and Reimbursable Expenses. Such invoices shall be submitted by Architect as soon as possible after the end of the month in which the Services were accomplished and shall be payable by the Owner. The Owner hereby agrees that payment will be made for said

Services within (30) days from the date of invoice; and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated.

5.5 ELECTRONIC FILES: Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors included by translation, transmission, or alteration while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to the Architect and its consultants. Transmission of the electronic files by the Architect and its Consultants to the Owner shall not be construed as derogation of the Architect's and its consultants' copyright rights and intellectual property rights. If the electronic files are to be reused by the Owner, but the Architect and its consultants herein are not employed on such a project, then the Architect's and its consultants' names and professional registration stamps shall be removed and the Architect and its consultants shall have no responsibility for such a project or held liable for any claim, demand, loss, or suit arising from the reuse of the electronic files.

5.6 COST ESTIMATES: Detailed cost estimates are not included in this agreement, but may be provided as additional services upon written request. Owner hereby acknowledges that Architect cannot warrant estimates of probable construction or operating costs. Architect cannot warrant that estimates will not vary from costs incurred by the Owner.

5.7 (Deleted as requested by Delaware County)

5.8 ASSIGNMENT: Neither the Owner nor Architect will assign or transfer its interest in the agreement without the written consent of the other. Architect, however, does reserve the right to subcontract any portion of the Services to independent professional consultants.

5.9 (Deleted as requested by Delaware County)

5.10 (Deleted as requested by Delaware County)

5.11 MEDIATION: All claims will be submitted to non-binding mediation as a condition precedent to litigation. Any mediation hearings or litigation shall be held in the County of Delaware, State of Ohio.

5.12 (Deleted as requested by Delaware County)

5.13 Should any part of this fee proposal be inconsistent with your requirements, please feel free to contact us and we may discuss revisions to the proposal.

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

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RESOLUTION NO. 17-914

IN THE MATTER OF RE-APPOINTING A MEMBER TO THE NORTHSTAR COMMUNITY AUTHORITY BOARD OF TRUSTEES:

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

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WHEREAS, on August 16, 2007, the Delaware County Board of Commissioners (the “Board of Commissioners”) adopted Resolution No. 07-985, establishing the NorthStar Community Authority, pursuant to Chapter 349 of the Revised Code; and

WHEREAS, as the organizational board of commissioners, the Board of Commissioners shall make appointments to the Community Authority Board of Trustees, pursuant to Resolution No. 07-985 and section 349.04 of the Revised Code; and

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

Section 1. The Board of Commissioners hereby approves the re-appointment of the following member to the NorthStar Community Authority Board of Trustees for the term specified herein:

<b>Position</b>	<b>Appointee</b>	<b>Term Ends</b>
Local Government Representative	Ferzan Ahmed	August 15, 2019

Section 2. The re-appointment approved herein shall be effective on the date this Resolution is adopted.

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

**21**

**RESOLUTION NO. 17-915**

**IN THE MATTER OF APPOINTING A JOB AND FAMILY SERVICES COMMUNITY PLANNING COMMITTEE:**

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

WHEREAS, the Ohio Revised Code requires a Job and Family Services Community Planning Committee whose membership is a broad representation of the groups of individuals and public and private entities that have an interest in social services and workforce development services provided in the county; and

WHEREAS, the Community Planning Committee may consult with the commissioners and make recommendations regarding social services and workforce development services provided in the county with regard to state and local funds, establishment of goals to be achieved, evaluation of the outcomes of programs, and any other matter the commissioners consider relevant to the provisions of social services and workforce development programs;

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

Section 1. The Board of Commissioners hereby approves the appointment of the following member to the Delaware County Job and Family Services Community Planning Committee for the term specified herein:

<b>Appointee</b>	<b>Term Ends</b>
Deanna Brant	October 4, 2020

Section 2. The Board of Commissioners hereby approves the re-appointment of the following members to the Delaware County Job and Family Services Community Planning Committee for the terms specified herein:

<b>Re-Appointee</b>	<b>Term Ends</b>
Kathy Laughlin	October 4, 2020
Barb Lyon	October 4, 2020
Robert Singer	October 4, 2020

Section 3. The appointment approved herein shall be approved on the date this Resolution is adopted and the re-appointments approved herein shall take effect on October 5, 2017.

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

**22**

**RESOLUTION NO. 17-916**

**IN THE MATTER OF APPROVING A CHARITABLE AGENCY COMMITTEE FOR THE CHARITABLE AGENCIES SUPPORT POLICY:**

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

Whereas, Resolution No. 13-424 approved A Charitable Agencies Support Policy for Delaware County; and

Whereas, section 5.1 of the Application Process states the following:



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5.1 Delaware County will create a Charitable Agency Committee (hereinafter known as the "Committee"). The Committee will consist of five (5) members appointed by the Delaware County Board of Commissioners, with no more than one member from any one office or department within the county. One of the five members will be appointed as the chair. The Committee shall review all applications and make a recommendation to the Delaware County Board of Commissioners, which shall have final approval. The Committee members will serve on a two-year basis with no additional compensation for serving on the Committee. Members wishing to serve on the Committee that report to elected officials/boards other than the Board of Commissioners must first get approval from their respective elected official/board before announcing their intent to serve. The Committee will meet on an as-needed basis for the consideration of those Charitable Agencies applying for approval; and

Whereas, the following is a list of the proposed Charitable Agency Committee with terms from August 31, 2017 through December 31, 2019:

Clerk of Courts Natalie Fravel

Leslie Ross, representing Sheriff's Office, approved by Sheriff Russell Martin

Jane Hawes, (to serve as Chair), representing Commissioners' Office

Si Kille, representing Commissioners' Office

Jane Tinker, representing Auditor's Office, approved by Auditor George Kaitsa

Therefore Be It Resolved, that the Board of Commissioners approve the above Charitable Agency Committee with terms from August 31, 2017 through December 31, 2019.

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

23

**RESOLUTION NO. 17-917**

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND BUCKEYE INNOVATION, LLC, DBA BUCKEYE INTERACTIVE FOR A WEBSITE REDESIGN PROJECT FOR THE DELAWARE COUNTY GOVERNMENT ORGANIZATION:**

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

WHEREAS, the Communications Manager recommends approval of a contract between the Delaware County Board of Commissioners (the "Board") and Buckeye Innovation, LLC, dba Buckeye Interactive for a website redesign project for the Delaware County government organization;

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

Section 1. The Board hereby approves the following contract between the Board and Buckeye Innovation, LLC, dba Buckeye Interactive for a website redesign project for the Delaware County government organization:

**SERVICES AGREEMENT**

This Agreement is made and entered into this 31st day of August 2017, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Buckeye Innovation, LLC, dba Buckeye Interactive. ("Contractor"), hereinafter collectively referred to as the "Parties."

**1 SERVICES PROVIDED BY CONTRACTOR**

- 1.1 The Contractor will provide "Services" in connection with the following "Project": Design, development, and launch of a new co.delaware.oh.us website.
- 1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 Services shall be rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:
  - Addendum A: Proposal
  - Addendum B: Itemized Statement of Work Pricing
  - Request for Proposals issued by the County on April 24, 2017 ("RFP")

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**2 SUPERVISION OF SERVICES**

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

**3 AGREEMENT AND MODIFICATIONS**

- 3.1** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the Project, and may only be modified or amended in writing with the mutual consent and agreement of the parties.
- 3.2** In the event of a conflict between the terms and conditions contained within this Agreement and other documents incorporated by reference in Section 1.3, any conflict shall be resolved in the following order of precedence: (A) this Agreement, consisting of pages 1-7; (B) the RFP; (C) Addendum B to this Agreement; and (D) Addendum A to this Agreement.

**4 FEES AND REIMBURSABLE EXPENSES**

- 4.1** Compensation for Services provided under this Agreement shall be in accordance with the Addenda noted in Section 1.3.
- 4.2** For all services described in the Addenda, except "If Authorized" tasks, the lump sum fee shall be as stated in Addendum B for the scope of Services ordered and authorized, in writing, by the County, with a total lump sum fee not to exceed \$90,000.
- 4.3** For all services identified in Addendum B as "If Authorized" tasks, the fee for each authorized task shall be the lump sum specified in Addendum B for said task. "If Authorized" tasks shall only be performed upon written Notice by the Communications Manager. The total fee for all "If Authorized" tasks shall not exceed \$35,000.
- 4.4** Total compensation under this Agreement shall not exceed \$125,000 without subsequent modification.
- 4.5** The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

**5 NOTICES**

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

County:

Name: Jane Hawes  
 Address: 101 North Sandusky Street, Delaware, OH 43015  
 Telephone: (740) 833-2109  
 Email: JHawes@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Brad Griffith  
 Address of Firm: 8000 Walton Pkwy., Suite 290  
 City, State, Zip: New Albany, OH 43054  
 Telephone: 614.289.7900  
 Email: brad@buckeyeinteractive.com

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**6 PAYMENT**

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

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

- 7.1** The Contractor shall commence Services upon written Notice to Proceed ("Authorization") by the Communications Manager and shall complete the Services on or before the date one (1) year after the date of this Agreement, unless extended by written agreement of the Parties.
- 7.2** Contractor shall not proceed with any "If Authorized" tasks without written Authorization.
- 7.3** In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Communications Manager may grant such an extension provided that all other terms of the Agreement are adhered to.

**8 SUSPENSION OR TERMINATION OF AGREEMENT**

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

**9 CHANGE IN SCOPE OF SERVICES**

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

**10 OWNERSHIP**

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

**11 CHANGE OF KEY CONTRACTOR STAFF; ASSIGNMENT**

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

**12 INDEMNIFICATION**

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

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12.2 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result breach of contract, infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, equipment, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the Services, to the extent caused by any act, error, or omission of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

**13 INSURANCE**

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

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

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

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

13.5 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

**14 MISCELLANEOUS TERMS AND CONDITIONS**

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

14.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**

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

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

14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

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

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

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

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

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

Section 2. This Resolution shall take effect immediately upon adoption.

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

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**IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS:**

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

**Transfer of Appropriation**

<b>From</b>	<b>To</b>	
28129204-5320 Common Pleas Data Fund/Software License	28129204-5260 Common Pleas Data Fund/Inventoried Equipment	10,000.00
10011302-5305 Employee Safety/Training	10011302-5201 Employee Safety/General Supplies	3,500.00
Vote on Motion	Mrs. Lewis      Aye      Mr. Merrell      Aye      Mr. Benton      Absent	

**25**

**ADMINISTRATOR REPORTS**

Ferzan Ahmed, County Administrator

- Represented the Board of Commissioners at the ribbon cutting for the Georgetown Senior Citizens apartments
- Met with Enterprise Rentals for fleet management. Will have a work session to talk about services they can provide
- Members of our 911 and EMS staff have been called upon to assist in the Hurricane Harvey aftermath
- Delaware City manager, Tom Homon has requested a joint planning session with the Board of Commissioners

**26**

**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Lewis

- Prayers for those effected by Hurricane Harvey. Would like to applaud those who are working together to provide relief
- Attended a Workforce Development meeting yesterday put together by Rep. Andrew Brenner's office
- Steve Hedge's retirement party will be held today

Commissioner Merrell

- Best wishes to Steve Hedge on his retirement
- The local Red Cross will be posting signs around town with information about Hurricane Harvey relief
- Have a safe Labor Day

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Gary Merrell

\_\_\_\_\_  
Barb Lewis

\_\_\_\_\_  
Jeff Benton

\_\_\_\_\_  
Jennifer Walraven, Clerk to the Commissioners