

COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 28, 2000

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

Present: James Ward, Deborah Martin, Donald Wuertz

10:00 AM Bid Opening for Copiers for Several Delaware County’s Offices

RESOLUTION NO. 00-175

IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR  
MEETING HELD FEBRUARY 22, 2000:

It was moved by Mr. Wuertz, seconded by Mr. Ward to dispense with the reading of the minutes and resolutions of the regular meeting held February 22, 2000, and to approve resolutions and minutes as submitted.

Vote on Motion Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

PUBLIC COMMENT

RESOLUTION NO. 00-176

IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 264977  
THROUGH 265496:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve for payment warrants 264977 through 265496 on file in the office of the Delaware County Commissioners.

Vote on Motion Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye

RESOLUTION NO. 00-177

IN THE MATTER OF PROCLAIMING MARCH AS RED CROSS MONTH IN DELAWARE  
COUNTY, OHIO:

It was moved by Mr. Wuertz, seconded by Mr. Ward to adopt the following resolution:

WHEREAS, the American Red Cross has been there, under the same trusted symbol, serving our community and touching lives in new ways by providing lifesaving information, training, and disaster relief to individuals and families for the past 83 years in Delaware County; and,

WHEREAS, the Red Cross is a leading voluntary agency meeting the needs of individuals and families affected by personal emergencies and disaster; and,

WHEREAS, the Red Cross is designated by the Congress of the United States in the act approved January 5, 1905, as amended, 36 U.S.C. Section 1-9, as the lead voluntary agency responsible for national and international relief in time of peace and to apply the same in mitigating the sufferings caused by pestilence, famine, fire, floods and other great national calamities and to devise and carry out measures for preventing the same; and

WHEREAS, the Delaware County Red Cross in 1999, has trained 4,408 people in First Aid and CPR, 1,892 in swimming and aquatics and 129 in boating safety as well as HIV/AIDS prevention education and disaster preparedness information. The Delaware County Red Cross had 4,492 people roll up their sleeves and donate blood, including a Guns & Hoses competition between the city police and fire departments. All of these Red Cross services could not have taken place without the 353 Red Cross volunteers; and,

WHEREAS, March has been designated as “Red Cross Month” by U. S. Presidential Proclamation to celebrate the achievement of the Red Cross and the services it provides to communities nationwide;

NOW THEREFORE BE IT RESOLVED, the Delaware County Commissioners declare the Red Cross to be the lead voluntary agency in Delaware County to help families prepare for a disaster and meet the immediate needs of individuals affected by disaster as well as the leading voluntary agency training families in first aid, CPR, and HIV/AIDS prevention.

BE IT FURTHER RESOLVED, That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board’s Official Journal

Vote on Motion Mr. Wuertz Aye Mr. Ward Aye Mrs. Martin Aye

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**RESOLUTION NO. 00-178**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve the following:

Human Services is requesting that John Reeves attend the Rape and Sex Crimes Investigation at Columbus on March 13 through March 14, 2000, in the amount of \$223.00.

Human Services is requesting that Carrie Block attend the Foster/Adoption Coordinator’s Meeting at CORTC on March 14, 2000, in the amount of \$25.80.

Juvenile Court is requesting that Magistrate Kenneth Spicer, attend the Contempt for Magistrates at Sandusky, Ohio on April 13, 2000, in the amount of \$182.00.

9-1-1 is requesting that Larry Fisher and David Hall attend the Public Information Meeting at Columbus on March 9, 2000, at no cost.

Human Services is requesting that Jim Little attend the Ohio Human Services Director’s Association at Columbus on April 27, 2000, in the amount of \$117.00.

Human Services is requesting that Angela Thomas attend the DCSA Executive Meeting at Columbus on March 2, 2000, in the amount of 28.00.

Vote on Motion                      Mrs. Martin              Aye              Mr. Wuertz              Aye              Mr. Ward              Aye

**RESOLUTION NO. 00-179**

**IN THE MATTER OF APPROVING TRANSFER OF FUNDS, APPROPRIATIONS, AND SUPPLEMENTAL APPROPRIATIONS:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the following:

**TRANSFER OF FUNDS**

FROM:	TO:	AMOUNT:
001-0130-047 Facilities - Transfer Out	005-4020-087 M&G – Transfers	\$ 18,016.42

Vote on Motion                      Mr. Wuertz              Aye              Mr. Ward              Aye              Mrs. Martin              Aye

**RESOLUTION NO. 00-180**

**IN THE MATTER OF SANITARY SEWER PLAN APPROVAL IN HARVEST WIND, PHASE 5:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve sanitary sewer plan for Harvest Wind, Phase 5 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

Vote on Motion                      Mr. Ward              Aye              Mrs. Martin              Aye              Mr. Wuertz              Aye

**RESOLUTION NO. 00-181**

**IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN RIVER BEND, SECTION 1, PART 1:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to accept the sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

<b>River Bend, Section 1, Part 1</b>	4,383 feet of 8 inch sewer	35 manholes
	171 feet of 15 inch sewer	
	632 feet of 18 inch sewer	
	512 feet of 21 inch sewer	
	1,896 feet of 24 inch sewer	

Vote on Motion                      Mrs. Martin              Aye              Mr. Wuertz              Aye              Mr. Ward              Aye

**RESOLUTION NO. 00-182**

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**IN THE MATTER OF APPROVING THE SUBDIVIDER'S AGREEMENTS FOR WALKER WOOD, SECTION 7, PHASE 2 AND WALKER WOOD, SECTION 10, PHASE 2:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve the subdivider's agreements:

**Walker Wood, Section 7, Phase 2**

This agreement executed on this 28<sup>th</sup> day of February, 2000, by and between PLANNED COMMUNITIES SUBDIVIDER, as evidenced by the WALKER WOOD, SECTION 7, PHASE 2 Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT, pay to the DELAWARE COUNTY SANITARY ENGINEER \$61,950.00, representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 21 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$94,788.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by THE COUNTY COMMISSIONERS but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

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

The SUBDIVIDER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the County shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this Subdivision.

**SANITARY SEWER CONSTRUCTION**

It is further agreed that upon execution of the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$5,600.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of :

INSPECTOR \$45.00  
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.50 per foot of sewer which will be deducted to cover the one year re-inspection.

The SUBDIVIDER for a period of five (5) year after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and or workmanship. All warranties for equipment installed as part

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of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The subdivider shall provide to the COUNTY all necessary easements or right of ways required to complete the IMPROVEMENTS all of which shall be obtained at the expense of the SUBDIVIDER.

The COUNTY shall upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION**

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required, as built drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible Mylar and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.

The SUBDIVIDER shall within thirty (30) days of completion of construction, furnish to the COUNTY an itemized statement showing the cost of IMPROVEMENTS and an affidavit that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond or other approved financial warranties, equal to ten percent (10%) of the construction cost.

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

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

Should the SUBDIVIDER become unable to carry out the provisions of this AGREEMENT, the SUBDIVIDER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this AGREEMENT.

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

**Walker Wood, Section 10, Phase 2**

This agreement executed on this 28<sup>th</sup> day of February, 2000, by and between PLANNED COMMUNITIES SUBDIVIDER, as evidenced by the WALKER WOOD, SECTION 10, PHASE 2 Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT, pay to the DELAWARE COUNTY SANITARY ENGINEER \$20,560.00, representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 7 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$12,900.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents for all claims, suits, actions and proceedings which may originate from or

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on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by THE COUNTY COMMISSIONERS but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

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

The SUBDIVIDER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the County shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this Subdivision.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$1,000.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of :

INSPECTOR \$45.00  
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.50 per foot of sewer which will be deducted to cover the one year re-inspection.

The SUBDIVIDER for a period of five (5) year after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and or workmanship. All warranties for equipment installed as part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The subdivider shall provide to the COUNTY all necessary easements or right of ways required to complete the IMPROVEMENTS all of which shall be obtained at the expense of the SUBDIVIDER.

The COUNTY shall upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required, as built drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible Mylar and 3.5@ or 5.25@ Diskettes in either Autocad DWG files or DXF files.

The SUBDIVIDER shall within thirty (30) days of completion of construction, furnish to the COUNTY an itemized statement showing the cost of IMPROVEMENTS and an affidavit that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond or other approved financial warranties, equal to ten percent (10%) of the construction cost.

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

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The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

Should the SUBDIVIDER become unable to carry out the provisions of this AGREEMENT, the SUBDIVIDER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this AGREEMENT.

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

Vote on Motion            Mr. Wuertz            Aye            Mr. Ward            Aye            Mrs. Martin            Aye

**RESOLUTION NO. 00-183**

**IN THE MATTER OF APPROVING THE SUPPLEMENTAL AGREEMENT WITH CSX TRANSPORTATION, INC.:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the following:

THIS SUPPLEMENTAL AGREEMENT, Made as a of January 19, 2000, between CSX Transportation, Inc. a Virginia Corporation, whose address is 500 Water Street, Jacksonville, Florida 32202, hereinafter referred to as "Licensor", and Delaware County Commissioners, a municipal corporation, political subdivision or state agency, under the laws of the State of Ohio, whose mailing address is 50 Channing Street, Delaware, Ohio 43015, hereinafter called "Licensee", WITNESSETH:

WHEREAS, certain Agreement(s), hereinafter referred to as "Agreement(s)", listed on Exhibit "A", attached hereto and made a part hereof, was/were entered into between Licensor (or predecessor of Licensor) and Licensee ( or predecessor of Licensee), covering Licensee's use and operation of certain pipeline and wireline encroachment(s) along, across, over or under Railroad right-of-way / property at location(s) listed on exhibit "A", dated January 19, 2000; and

WHEREAS, Licensor and Licensee have agreed to a lump sum payment, in lieu of the annual license fee(s) provided for in said Agreement(s);

NOW, THEREFORE, it is mutually agreed that said Agreement (s) is/are hereby amended as follows:

- A. Licensor and Licensee agree that the fee(s) set forth in said Agreement(s) shall be revised as on Exhibit "A", to provide for one-time lump sum license fee(s) payable in U.S. dollars, in lieu of any further periodic fees or rental or any right to increase same.
- B. In the event of sale or other conveyance by Licensor of all or a portion of its Right-of-Way, along, across, under or over which Licensee has constructed any facilities under such Agreement(s), such conveyance(s) shall be made expressly subject to the right of Licensee to continue to occupy the crossing(s) on the specific segment of Right-of-Way, and to operate, maintain, repair, renew and to remove such crossing(s) and facilities.
- C. Licensee acknowledges that Licensor's title to any right-of-way or crossing(s) varies in degrees of estate, such that: Licensor does not, and shall not, make any warranty, representation or guarantee of its title or of Licensee's right to retain its facilities in place for any length of term.
- D. Except as herein provided, said Agreement(s) shall remain in full force and effect in accordance with all other terms thereof.

Vote on Motion            Mr. Ward            Aye            Mrs. Martin            Aye            Mr. Wuertz            Aye

**RESOLUTION NO. 00-184**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve of the following:

Wendi Stephens is being promoted from Social Service Aide to Social Services Worker I for Human Services; effective date of promotion is March 7, 2000.

Cheryl Van Gundy is being promoted from TCO II to TCO III for 9-1-1 Center; effective date of promotion is

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February 29, 2000.

Michael Jay Lambright has been terminated from his probation position as Med Tech II for EMS: effective date of termination is February 28, 2000.

Vote on Motion Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye

RESOLUTION NO. 00-185

IN THE MATTER OF APPROVING THE WORKFORCE INVESTMENT ACT LOCAL YOUTH TRANSITION PLAN FOR DELAWARE COUNTY.

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve the Workforce Investment Act Local Youth Transition Plan. ( Plan at Human Services)

Vote on Motion Mr. Wuertz Aye Mr. Ward Aye Mrs. Martin Aye

RESOLUTION NO. 00-186

IN THE MATTER OF AUTHORIZING THE TRANSPORTATION SERVICES CONTRACT WITH THE DELAWARE CAB COMPANY FOR THE DEPARTMENT OF HUMAN SERVICES:

It was moved by Mr. Wuertz, seconded by Mr. Ward to authorize the following contract:

WHEREAS, The Delaware County Commissioners authorize the Director of Human Services to enter into a contract with the Delaware Cab Company to provide transportation services to the Department of Human Services.

WHEREAS, the Delaware Cab Company, Inc., a current vendor, compliant in all material respects with the bid specifications:

NOW THEREFORE BE IT RESOLVED, that the Board, hereby, authorizes execution of a contract between the Board and the Delaware Cab Company, Inc. for the period January 1, through December 31, 2000, for transportation services for the Department of Human Services.

Transportation Service Contract

This Contract made and entered into January 1, 2000, by and between Delaware County Human Services (DCDHS) and the Delaware Cab Company (Provider).

1. PURCHASE OF SERVICES: Subject to terms and conditions set forth in this contract and the attached exhibits, DCDHS agrees to purchase for, and the provider agrees to furnish to, referred individuals the specific transportation services detailed in this agreement.
2. CONTRACT PERIOD: This contract will be effective from January 1, 2000, through December 31, 2000, inclusive unless otherwise terminated.
3. AVAILABILITY OF FUNDS: Payments for all services provided in accordance with the provisions of this contract are contingent upon the availability of state, federal and local funding as determined by the DCDHS.
4. COST AND DELIVERY OF PURCHASED SERVICES: The amount to be paid for such services will be based on the following criteria established by the Delaware County Department of Human Services. Reimbursement under this agreement will be by fixed unit rate. The rate of charge shall be the same as the Cab Company's current public two zone rate with a discount of \$0.75 per trip. DCDHS will be charged:
  - A. \$2.25 for travel within zone 1;
  - B. \$2.75 for travel within zone 2;
  - C. \$1.45 per mile for travel outside of the city;
  - D. \$18.00 per hour for waiting time.

Clients being transported from beyond the city's two zone boundaries will be billed at the rate of \$.60 per mile.

Provider shall submit to DCDHS a monthly report of the number of persons served, programs served and destination addresses with total miles designated and required verifications.

5. REFERRAL AND MONITORING PROCEDUREES: See Exhibit 1
6. PAYMENT FOR PURCHASED SERVICES: Provider will, within thirty days of the end of each

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month, submit an invoice to the DCDHS covering purchases services rendered to eligible individuals. Such invoices shall include monthly actual expenditures, the number of persons served, number of units, and amount claimed based on the negotiated contract for each service covered in the contract and required provider verifications. The DCDHS will review such invoice for completeness and any information necessary before making payment within thirty days after receipts of an accurate invoices. The reported expenditures submitted are subject to adjustment by the DCDHS before such payment is made in order to adjust the mathematical errors, incorrect rates, or non-covered services, and the reported expenditures are subject to audit by appropriate state or federal officials. All services will be reimbursed at one hundred percent of the invoice total.

DCDHS shall not require or pay any administrative cost from fees, or other charges from a provider of services, as a condition or provision of the contract for the purchase of services.

7. **INDEPENDENT CONTRACTORS:** Delaware Cab Company, it's agents and employees will act in performance of this contract as independent contractors, and not as officers, employees, or agents of the State of Ohio or the DCDHS.
8. **DUPLICATE BILLING:** Provider warrants that claims made to DCDHS for payment for purchased services shall be actual services rendered to eligible individuals and will not duplicate claims made by provider to other sources of funds for the same services.
9. **FINANCIAL RECORDS:** The Provider shall maintain independent books, records, documents, 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 reports shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDHS personnel.
10. **AVAILABILITY AND RETENTION OF RECORDS:** Provider shall maintain and preserve all financial records related to this contract, including any other documentation used in the administration of the program, in its possession for a period of six years from the date of the submission of DCDHS's final expenditure report, and / or will assure that maintenance of such for a like period of time in the possession of any third party performing work related to this contract, unless otherwise directed by the DCDHS.

If any litigation, claim, negotiation, audit or other act involving the records has been started before the expiration of the six year period, the provider shall retain the records until completion of the action and all issues which arise from or until the end of the six year period, whichever is later.

11. **RESPONSIBILITY FOR AUDIT EXCEPTIONS:** Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to provision of the provider contract.
  - A. The provider agrees to pay the DCDHS the full amount of payment received for duplicate billing, erroneous billing, deceptive claim or falsification.
  - B. As used in this section "deceptive" means: knowingly deceiving another or causing another to be deceived, by a fake or misleading representation, by withholding information, by preventing another from acquiring information, or by any other act, conduct, or omission which created, confirms, or perpetuates a fake impression in another, including a fake impression as to law, value, state of mind or other objective or subjective fact.
12. **SAFE GUARDING OF CLIENT:** Provider agrees that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the DCDHS or providers responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.
13. **CIVIL RIGHTS:** DCDHS and Provider agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap 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 provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

14. **INDEMNITY AND INSURANCE**
  - A. **INDEMNITY:** Provider agrees that it will at all times during the existence of this contract, indemnify and save harmless the DCDHS, the Ohio Department of Human Services, and the Delaware County Board of Commissioners against any and all liability, loss damage and /or



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related expenses incurred through the provision of services under this contract.

- B. INSURANCE: Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estate of eligible individuals against reasonably foreseeable torts which would cause injury or death.
15. TERMINATION: This contract shall terminate automatically if the Provider fails to meet all licensing requirements imposed by law or insurance requirements imposed by this contract. This contract may also be terminated on the basis of adverse finding in an audit or at anytime upon thirty days written notice by either party.
16. PUBLICITY: In any publicity release or other public reference including media release, information pamphlets, etc., on the services provided under this agreement, it will be clearly stated that the project is in part funded under Title XIX through federal and state reimbursement.
17. ACCESSIBILITY OF PROGRAM TO HANDICAPPED: The Provider agrees as a condition of the contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29U.S.C. 794), all requirements imposed by the applicable HHS regulations (45 CFR 84) 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.
18. AMENDMENT OF CONTRACT: This may be amended at anytime by a written amendment signed by both parties and submitted to the ODHS in the manner required by state regulations. Reasons for amendment may include, but are necessarily limited to, the following:
- A. The quality and extent of purchased services furnished by provider has been reduced or improved.
- B. The maximum unit rate has varied significantly from actual cost.
- C. The Provider fails to meet the necessary state and federal licensing requirements.
19. LIMITATIONS ON CHARGES PER PERSON AND MILEAGE:
- A. CHARGED PER PERSON: the Provider shall not duplicate the charge in the event that more than rider would be utilizing the vehicle at the same time. The unit rate per mile charge would be applied for the distance traveled, calculated from the point of origin or base of the cab company, whichever is shorter. Rider "no show fare" will be based on minimum rate for the zone. Driver no show/or pick up and delivery times in excess of fifteen minutes will result in double credit of normal fee to Human Services.
20. RESOLUTUIN OF DISAGREEMENT: The DCDHS and the Provider agree to the following hierarchy in resolving disagreements related to this contract.
- Level I Supervisor/Cab Company Operator  
Level II DCDHS Director/Cab Company
21. GENERAL CONDITIONS: Changes in schedule shall be provided with as much advance notice as possible. Pick up may be canceled with a one-half day notice. Drivers will provide assistance to rider as agreed to in referral schedule.
22. MERGER OF BID DOCUMENTS: Provider agrees that the bid specifications prepared by the DCDHS and the Provider's response and attached documentation are a part of this contract and are incorporated herein by this reference as is fully written herein.

**EXHIBIT 1**

1. Delaware County Department of Human services responsibilities:
- A. Call referral to Cab Company at least twenty-four hours prior to the time service is need, except in emergency.
- B. Provide a written authorization of people needing the service to the Delaware Cab Company.
- C. Provide information concerning:
1. When-time, date,
  2. Place-pick up and destination,
  3. Client name and applicable program,
  4. Which clients should have verification of their attendance at an appointment.
- D. Provide both telephone and written notice of any changes in ridership or times.
11. Delaware Cab Company Responsibilities

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- A. Provide taxi service:
  - 1. On an as-needed basis(in emergency)
  - 2. On a pre-arranged schedule,
- B. Provide services within the time lines given.
- C. Notify DCDHS staff of a no-show if occurrence is the second consecutive occurrence.
- D. Consult with appropriate staff on issues concerning times for pick-up and drop-off.
- E. Keep accurate records of services and send a monthly statement of services provided and charges.
- F. Immediately notify the supervisor or the director of any accident or incident, no matter how minor, that involves a client covered by this contract. A list of contact numbers is on page four of the contract.
- G. Collect attendance verification from ARPS and EMT clients.

Vote on Motion            Mr. Wuertz            Aye    Mr. Ward            Aye    Mrs. Martin            Aye

**RESOLUTION NO. 00-187**

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY SHERIFF, AL MYERS AND DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve the contract:

This agreement is made this 28 th day February, 2000, between the Delaware County Sheriff, Al Myers, (Sheriff), and the Delaware County Department of Human Services (DCDHS).

WHEREAS, the DCDHS needs the employment of an experienced, full-time investigator to aid in it’s investigations:

WHEREAS, the Sheriff is willing to assign a sworn Deputy, to the DCDHS on a full- time basis to serve as such investigator.

NOW, THEREFORE, the Sheriff agrees and DCDHS agrees to the assignment of a sworn Deputy as Human Services Investigator on the following terms and conditions:

Responsibilities of Sheriff:

- 1. To pay all salary and fringe benefits including O. T. to which the sworn Deputy is entitled as employee of the Sheriff;
- 2. To maintain a sworn Deputy as an employee of the Sheriff with all seniority and benefits to which he/she is otherwise entitled;
- 3. To supply and maintain a suitable automobile and necessary equipment including, but not limited to: radios, walkie talkies, surveillance equipment for a sworn Deputy’s use as a Human Services Investigator; and
- 4. The Sheriff will do everything within his power to have the deputy comply to the best of his/her abilities with the Job Description attached hereto, incorporated herein by reference, and marked “Exhibit A”;
- 5. To assign a sworn Deputy to DCDHS on a full -time basis for the term of this contract to perform duties assigned by the Director.
- 6. The Sheriff’s obligations under this agreement and the sworn Deputy’s continuing his/her employment with the Sheriff’s Office and / or DCDHS are contingent on, his/her performing all of his/her duties for the DCDHS and the Sheriff’s Office efficiently and acceptably subject to the provisions of Ohio Revised Code Section 124.34, or the collective bargaining agreement whichever is applicable.

Duties of DCDHS:

- 1. To reimburse the Sheriff for ½ of the following:
  - A. Salary
    - 1. All overtime hours required by DCDHS
  - B. Benefits
    - 1. P.E.R.S.
    - 2. Medicare
    - 3. Workers Compensation
    - 4. Medical Insurance
    - 5. Health Insurance

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- C. Vacation
    - 1. All vacation days used
  - D. Sick
    - 1. All sick leave used
  - E. Training
    - 1. Required by DCDHS
  - F. County Vehicle, portable radio, and camera
  - G. Clothing allowance
2. To develop a job description in conjunction with the Sheriff.
  3. To supply office space and secretarial support to the sworn Deputy as Human Services Investigator; and
  4. To provide supervision of the sworn Deputy as Human Services Investigator through its supervisor of its Intake Department, including performance evaluations every three (3) months for the first year and annually thereafter to be reviewed with Deputy and Sheriff.

#### Terms of Contract

This agreement is in no way construed to prohibit the Sheriff from exercising his duties as the Chief law enforcement authority of Delaware County; however, it is intended to authorize the DCDHS to work in conjunction with the Sheriff to provide guidance and discipline needed to insure an effective department.

Upon a 90 day written notice to the other party, either party may terminate this agreement.

This appointment will be made through the joint efforts of the Director of DCDHS and the Sheriff. The Director of the DCDHS may at anytime request that the Deputy so assigned be removed from the assignment with DCDHS. Any request for reassignment does not require advance notice or cause nor does it require just cause to be shown within the 180 day probationary period.

This Agreement shall terminate on December 31, 2000, and may be renewed annually thereafter by mutual agreement.

### **Exhibit A**

#### **Human Services Investigator**

##### **Function**

Works with the Department of Human Services (DHS) as a team member of DHS when assessing and evaluating children. Assesses and confronts alleged perpetrators in child sexual abuse cases (CSA), and child abuse/neglect cases (CA/CN), where the filing of criminal charges is possible.

##### **Duties and Responsibilities**

- Interviews alleged or suspected Child victims of sexual abuse and child abuse/neglect where the filing of criminal charges is possible.
- Interviews alleged or suspected perpetrators of child sexual abuse and child abuse/neglect where the filing of criminal charges is possible; prepares reports and records.
- Takes full responsibility for legal processing of all criminal cases associated with CSA and CA/CN cases via the appropriate law enforcement and judicial systems.
- Assists with the processing of all juvenile cases associated with CSA, CA/CN cases via the appropriate law enforcement and judicial systems.
- Monitors the legal processing of all assigned CSA and CA/CN cases and keeps DHS staff apprised of disposition.
- Assists the assigned DHS staff in referring the offender to treatment, self-help, and legal resources.
- Maintains a daily activity log and monthly reports as required by the Human Services Department.
- Performs other investigative, arrest and enforcement functions of a law enforcement officer as assigned by the Sheriff.
- Works on-call referrals with DHS intake worker after regular working hours.
- Upon request from the DHS or the Sheriff's Office conducts orientation sessions with Delaware County law enforcement agencies regarding the management of CSA and or CA/CN cases, focusing on the role of the Human Services Investigator.
- Performs or assists with the removal and placement of at-risk children for out-of-home placement, if needed, to protect the children.
- Delivers notice of custody to the parents (if applicable)
- Assists as needed in giving agency in-service training to agency staff regarding the law enforcement aspects of CSA or CA/CN cases.

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- Completes speaking engagements to interested public/professional group as requested by DHS.
- Performs similar and related duties as assigned by the Human Services Department.

**Entrance Qualifications:**

- High School Diploma or equivalent (GED)
- Certification as a State of Ohio Peace Officer.
- Knowledgeable in investigation and prosecution of child sexual abuse cases.
- Skilled in recognition of patterns of interaction, as well as physical, behavioral and emotional indicators, which characterize child sexual abuse and child abuse/neglect victims.
- Ability to elicit and identify individual and family dynamics of sexual abuse during investigation interviews.
- Ability to keep accurate records.
- Excellent interpersonal skills that indicate the ability to work cooperatively with others.
- Personality traits and work habits that indicate the ability to work without continuing supervision.
- Ability to communicate effectively orally and in writing.
- Willingness to work flexible hours.

Vote on Motion            Mr. Ward            Aye    Mrs. Martin            Aye    Mr. Wuertz            Aye

**10:00 AM Bid Opening for Copiers for Several Delaware County's Offices**

Modern Office Methods	\$5,760.00	.0095 per Copy	3 yr. maintenance
CMI Copiers & More Inc.	\$6,804.00	.013 per Copy	3 yr. Maintenance
I-Con Office Solution	\$6,564.60	.0085 per copy	\$480.00 per year 3 yr. maintenance
MT Business Tec	\$5,899.00	.0107 per copy	60,000 copies 3 yr. maintenance
Tri Pro Copy System	\$4,870.00	588.00 per year	3 yr. maintenance
Capital Copy	\$4,514.00	660.00 per year	3 yr. maintenance
Alied Office Products	\$5,200.00	.011 per copy	3 yr. maintenance
(McCarty) Alternate	\$5,805.00	.011 per copy	3 yr. maintenance

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Deborah Martin

\_\_\_\_\_  
James D. Ward

\_\_\_\_\_  
Donald Wuertz

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Letha George, Clerk to the Commissioners

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**February 29, 2000 – Executive Session**

**RESOLUTION NO. 00-188**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR LAND ACQUISITION  
AT 8:00 AM:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to go into Executive Session.

Vote on Motion            Mr. Ward            Aye    Mrs. Martin            Aye    Mr. Wuertz            Aye

**RESOLUTION NO. 00-189**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 10:44 AM:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to adjourn out of Executive Session.

Vote on Motion            Mrs. Martin            Aye    Mr. Wuertz            Aye    Mr. Ward            Aye