

COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 19, 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

8:00 AM Duncan Whitney, Delaware County Prosecutor

10:00 AM- Bid Opening for Salisbury Drive Extension Project and South Galena Road Bridge Deck Replacement Project

RESOLUTION NO. 00-484

IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETING HELD JUNE 12, 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 June 12, 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. 00-485

IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 274659 THROUGH 275365:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve for payment warrants 274659 through 275365 on file in the office of the Delaware County Commissioners.

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

RESOLUTION NO. 00-486

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Juvenile Court is requesting that Erin Givens attend the NOVA Conference at Miami, Florida on July 30 through August 4, 2000, in the amount of \$1,462.00.

Juvenile Court is requesting that Erin Givens attend the Victim/Offender Mediation Training at Toledo on June 26 through June 27, 2000, in the amount of \$175.00.

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

RESOLUTION NO. 00-487

IN THE MATTER OF SETTING DATE AND TIME FOR HEARING OF ANNEXATION PETITION FILED FOR ANNEXATION OF LANDS 86.8, MORE OR LESS, ACRES FROM LIBERTY TOWNSHIP TO VILLAGE OF POWELL AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:

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

Whereas, the Clerk of the Board of County Commissioners has given notice of the filing of a petition for annexation of certain real estate in Liberty Township to Village of Powell, and

Whereas, Gus Shihab, Esq., 500 South Front Street, Columbus, Ohio, has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that **Monday, July 31, 2000, at 7:30 PM** in the hearing room of the Board of County Commissioners of Delaware County, 101 Sandusky Street, Delaware, Ohio be set as date, time and place for hearing on same pursuant to Section 709.031 of the Ohio Revised Code; Further Be It Resolved, that the Clerk of the Board of Commissioners shall give notice to the Agent for the Petitioners of this action and file copies of said petition and maps with the County Auditor and with the County Engineer so he may verify accuracy of said maps.

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

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RESOLUTION NO. 00-488

IN THE MATTER OF APPROVING THE TREASURER’S REPORT:

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the Treasurer’s Report.

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

RESOLUTION NO. 00-489

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

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
052-0097-020	CDBG Grant FY 97	\$ 80,214.00
052-0098-020	CDBG Grant FY 98	\$ 73,000.00
052-0099-020	CDBG Grant FY 99	\$ (515,000.00)

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

RESOLUTION NO. 00-490

IN THE MATTER OF ACCEPTING ROADWAYS IN MEADOWS AT CHESHIRE, SECTION 3, PART 1:

It was moved by Mr. Wuertz, seconded by Mr. Ward to release bonds and letters of credit and accept roads within the following:

- An extension of 0.20 mile to **Township Road Number 761, Steward Road**
- An extension of 0.09 mile to **Township Road Number 843, Meadowshire Road**

We also request approval to return the Letter of Credit being held as maintenance surety to the developer, Dominion Homes.

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

RESOLUTION NO. 00-491

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U000052	Del-Co Water	Harriott Road	Install water line
U000054	Sprint Telephone	Rome Corners Road	Place buried cable
U000060	Ameritech	Old 3C Highway	Place new telephone pole
U000061	Sprint Telephone	Dustin Road	Place buried cable
U000062	Sprint Telephone	Rome Corners Road	Place buried cable
U000063	Sprint Telephone	Lane Road	Plow
U000065	General Telephone	Liberty Road	Provide facilities for construction trailer

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

RESOLUTION NO. 00-492

IN THE MATTER OF ACCEPTING AND AWARDING THE BID SUBMITTED BY KOKOSING CONSTRUCTION COMPANY FOR DELAWARE COUNTY’S 2000 RESURFACING PROGRAM:

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the following resolution:
Whereas, Delaware County went out to bid and bids were taken on June 12, 2000, and,

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Whereas, after carefully reviewing the bids received, the bid submitted by Kokosing Construction Company, has been determined to be the lowest and best bid;

Now Therefore Be It Resolved, by the Board of Commissioners, Delaware County, State of Ohio, approve and accept the bids submitted by Kokosing Construction Company in the amount of \$4,099,388.31 for the Delaware County's 2000 Resurfacing Program.

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

RESOLUTION NO. 00-493

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Rox Anne Lagalo, Ronda Rose, Sharon Creamer and Kathy Dular have completed their 120-day probationary period for 9-1-1; effective date for wage increases is May 23, 30 and May 31, 2000.

Franklin A. Meredith Jr., Darwin L. Denty, Curtis D. Hill and Andrew W. Burdick have accepted the positions of part-time Intermediates for EMS; effective date of hire is June 21, 2000.

Terry A. Boroff and Karen R. McCann have accepted the positions of part-time Paramedics for EMS; effective date of hire is June 21, 2000.

Tammy J. Jones has accepted the position of Income Maintenance Worker III for Human Services; effective date of hire is June 20, 2000.

Ben Emery is being promoted from part time to full time Med Tech II position for EMS; effective date of promotion is June 26, 2000.

Tim Freund is being promoted from part time to full time Med Tech II position for EMS; effective date of promotion is June 22, 2000.

William Cronin is being promoted from part time to full time Med Tech II position for EMS; effective date of promotion is July 3, 2000.

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

RESOLUTION NO. 00-494

IN THE MATTER OF APPROVING SANITARY SUBDIVIDER'S AGREEMENT HOMESTEAD AT SCIOTO RESERVE, SECTION 1, PHASE 1:

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the following Sanitary Subdivider's Agreement:

Homestead at Scioto Reserve, Section 1, Phase 1

This agreement executed on this 6th day of June, 2000, by and between HOMESTEAD COMMUNITIES SUBDIVIDER, as evidenced by the HOMESTEAD AT SCIOTO RESERVE, SECTION 1, PHASE 1 and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

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 (\$201,408.00) 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

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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 \$13,900.00 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 reinspection.

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.

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

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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. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION NO. 00-495

IN THE MATTER OF APPROVING THE ESCROW AGREEMENT BETWEEN DELAWARE COUNTY COMMISSIONERS AND BURKE & SILVESTRI FOR SEWER SYSTEM AT 7040 AFRICA ROAD:

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

This Agreement entered into this 7th day of June 2000, by and between The Delaware County Commissioners and John Angelo Burke and Carlo Silvestri (Burke & Silvestri).

Whereas, Burke & Silvestri have installed a sewer system at 7040 Africa Road for the construction of residential property, and

Whereas, said sewer system shall be owned by the County, and

Whereas, the County wants to assure that the sewer system was installed correctly and functions properly, and

Whereas, the total cost to Burke and Silvestri to construct the sewer system was \$48,308.90, and

Whereas, Chicago Title as Escrow Agent has agreed to hold the sum of \$4,830.89 according to the terms of this Agreement with Burke & Silvestri responsible for all fees and charges due Chicago Title for services rendered.

IT IS AGREED by and between the parties as follows:

- 1) Upon execution of this Agreement by all parties, Burke & Silvestri shall deposit with Chicago Title the sum of \$4,830.89.
- 2) Until the termination of the Escrow Agreement as set forth below, the funds will be used for `cost necessary to insure the proper function of the sewer system only if Burke & Silvestri do not pay said costs.
- 3) This Escrow Agreement shall continue in effect for five (5) years and shall terminate on June 7, 2005, at which time all funds in the escrow account shall be paid to Burke & Silvestri.
- 4) Upon delivery of said funds pursuant to this Agreement, this Escrow Agreement shall terminate.
- 5) Chicago Title shall not be liable for any action it may take or fail to take based in good faith on this Agreement.
- 6) Any notices required or deemed to be given by any party shall be given by mailing it to the party to be notified, postage prepaid, certified United States Mail, return receipt requested as follows:

As to County: Delaware County Commissioners
101 North Sandusky Street
Delaware, Ohio 43015

As to Silvestri: Carlo Silvestri
7040 Africa Road
Westerville, Ohio 43082

As to Burke: John Angelo Burke
7034 Africa Road
Westerville, Ohio 43082

As to Chicago Title: Chicago Title Agency
1001 Eastwind Dr., Suite 402
Westerville, Ohio 43081

This Agreement shall be binding on the parties and their successors and assigns. This Agreement shall not be assignable by any party without the prior written consent of the other parties. This Agreement contains the entire understanding among the parties and supersedes all prior understanding or agreements between them regarding the subject matter. This Agreement may not be modified unless agreed to by all parties in writing.

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

RESOLUTION NO. 00-496

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IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN AUGUSTA WOODS, SECTION 1 AND COVINGTON MEADOWS, SECTION 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:

Augusta Woods, Section 1	1,251 feet of 8 inch sewer	7 manholes
Covington Meadows, Section 1	3,033 feet of 8 inch sewer 2,590 feet of 10 inch sewer	33 manholes

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

RESOLUTION NO. 00-497

IN THE MATTER OF APPROVING CHANGE ORDERS WITH JESS HOWARD ELECTRIC COMPANY (S99-1C) AND KOKOSING CONSTRUCTION COMPANY (S99-1A) FOR THE ALUM CREEK PUMP STATION AND CENTRAL MAINTENANCE FACILITY:

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

Jess Howard Electric Company-Contract S99-1C

Bid Proposal	\$1,620,107.00
Increase	23,909.00
Total Contract	\$1,644,016.00

Kokosing Construction Company Inc.-Contract S99-1A

Bid Proposal	\$7,488,000.00
Increase	20,803.00
Total Contract	\$7,508,803.00

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

RESOLUTION NO. 00-498

IN THE MATTER OF SETTING DATE AND TIME FOR COUNTY'S FY 2000 CDBG PUBLIC HEARING NO. 2:

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

Whereas, a second public hearing will be held on **Monday, July 3, 2000, at 10:10 AM** in the County Commissioners Office located at 101 North Sandusky Street in Delaware, Ohio. This hearing is needed to consider the application for the FY 2000 CDBG Program.

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

RESOLUTION 00-499

IN THE MATTER OF ADOPTING A RESOLUTION AUTHORIZING DOUBLE-BUNKING AT THE SUNBURY EMS STATION NUMBER 2 (TWO) FOR THE PURPOSES OF PROVIDING CONTINUOUS EMS COVERAGE FOR THE CITIZENS OF THE SOUTHEASTERN AREA OF THE COUNTY:

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

WHEREAS, the Emergency Services Directorate, Emergency Medical Service (EMS) desires to provide 24-hour coverage of the southeastern area of the county, and

WHEREAS, the Board of County Commissioners previously resolved to implement, where possible, a seven (7) minute response time for emergency medical coverage throughout the county, and

WHEREAS, double-bunking at Medic Station 2 located in Sunbury will allow EMS to support two operational units from that facility with Medic 7 primarily designated to support the southeastern area of the county;
NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County authorize EMS to begin double-bunking and a 24/48 hour personnel schedule at Medic Station 2 with the intention of providing enhanced coverage and reduced response times for the southeastern area of Delaware County:

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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

RESOLUTION NO. 00-500

IN THE MATTER OF ADOPTING A RESOLUTION ENTERING INTO A FACILITY LEASE AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS AND BOARD FOR THE PORTER- KINGSTON FIRE DISTRICT:

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

WHEREAS, the Board of County Commissioners and Porter-Kingston Fire District desire to ensure continued emergency medical coverage for our citizens residing in the northeastern part of Delaware County, and

WHEREAS, the Board of County Commissioners previously resolved to implement, where possible, a seven (7) minute response time for emergency medical coverage throughout the county, and

WHEREAS, a facility that will allow for this service is needed to provide sleeping quarters, equipment storage, food preparation, etc. for a 24/48 hour personnel schedule, and

WHEREAS, the Porter-Kingston Fire District has sufficient space in their facility to provide room for Medic 6 operations while a new facility adjoining the Fire Department is designed and constructed by the county, and

WHEREAS, this will be a temporary measure only and not impact on the operations of the Porter-Kingston Fire District during the duration of the agreement;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County and the Board of the Porter-Kingston Fire District enter into this facility lease agreement in consideration of the mutual advantages to each party, and by the promises each of the other have made, it is hereby agreed and

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. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION NO. 00-501

IN THE MATTER OF APPROVING THE SERVICE CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES AND MARION GOODWILL INDUSTRIES, INC.:

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

PURCHASE OF SERVICE CONTRACT
BETWEEN THE DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES
AND
MARION GOODWILL INDUSTRIES, INC.

This Contract is made and entered into on the 12TH day of June between Delaware County Department of Human Services, hereinafter referred to as "DCDHS" and the MARION GOODWILL INDUSTRIES, INC., hereinafter referred to as the "MGI".

1. **PURPOSE OF CONTRACT:** With the implementation of State and Federal Welfare Reform, social policy has shifted to self-sufficiency through an employment-focused agenda and services. In keeping with the Ohio Works First (OWF) philosophy, the purpose of this Contract is to outline the Programmatic and Fiscal relationships between the DCDHS and MGI. Services being provided are detailed in the Description of Services.
2. **AGREEMENT PERIOD:** This Contract will be effective from June 12, 2000 through June 30, 2001, inclusive, unless otherwise terminated.
3. **LIMITATION OF SOURCE OF FUNDS:** Provider warrants that any costs incurred pursuant to this Contract will not be allowable to, or included as a cost of any other federally financed program in either the current or a prior period. **All Medicaid provided services must be billed to Medicaid. Medicaid covered services may not be provided regardless of a participants eligibility for the medical card. Medical services not covered by Medicaid may be covered. Pre-employment health screening is an allowable use of TANF dollars.**

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These funds may not be used to pay for Department of Education services. When educational services (school fees, tutoring, extra curricula activities, etc.) are provided to youth the service provider must receive a letter from the school stating that this is not a service provided by the school system.

4. **FINANCIAL AGREEMENT:** Subject to the terms and conditions set forth in this Contract, the DCDHS agrees to reimburse the MGI for actual costs for services outlined in the Provision of Service document. Said reimbursement shall not exceed \$10,060. The payment for services provided by this Contract is contingent upon the availability of funds.

The MGI agrees to submit a request for payment for services and operations costs to the DCDHS on a monthly basis. The DCDHS agrees to review the request for payment and authorize adjustments, if needed. The MGI will perform monthly reconciliation of billings and will make adjustments within the subsequent month. Payment will be issued within 10 working days of receipt of the request and in compliance with the Cash Management Improvement Act (CMIA).

5. **INDEPENDENT CONTRACTORS:** Providers, agents and employees of the provider will act in performance of this Contract in an independent capacity, and not as officers or employees or agents of the State of Ohio, the DCDHS, or Delaware County Board of Commissioners or Delaware County.
6. **INFORMATION REQUIREMENTS:** The MGI must provide the DCDHS with the appropriate information necessary to support the county's state and federal administrative requirements. MGI will provide information necessary to meet the specific fiscal and program requirements contained in the contract. The DCDHS will provide MGI with necessary information regarding participants as specified in Description of Services Document.
7. **SERVICE DELIVERY RECORDS:** The MGI shall maintain records of services provided to PRC eligible recipients. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDHS personnel.
8. **DUPLICATE BILLING/OVERPAYMENT:** MGI warrants that claims made to DCDHS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service. In the case of overpayments, the MGI agrees to repay the DCDHS the amount entitled.
9. **FINANCIAL RECORDS:** The MGI shall maintain independent books, records, payroll, 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 records 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:** MGI shall maintain and preserve all financial, program/services delivery and eligibility determination records related to this Contract, including any other documentation used in the administration of the program, in its possession for a period of three (3) years from the date of the submission of DCDHS's final expenditure report, and/or will assure the maintenance of such for a 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 action involving the records has been started before the expiration of the three (3) year period, MGI shall retain the records until the completion of the action and all issues which arise from it or until the end of the three (3) year period, whichever is later.

11. **RESPONSIBILITY FOR INDEPENDENT AUDIT:** MGI agrees to, if required by the director of DCDHS on the basis of evidence of misuse or improper accounting of funds or service delivery records for which the provider is responsible, have conducted an independent audit of expenditures and records of service delivery and make copies of the audit available to the DCDHS. Any and all costs of such an independent audit shall be the sole responsibility of the MGI.
12. **RESPONSIBILITY OF AUDIT EXCEPTIONS:** MGI agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate County, State or Federal Audit and the Independent Audit described in Section 11 related to the provisions of services under this Contract

The MGI agrees to reimburse the DCDHS and the County the amount of any Audit Exception designated by appropriate County, State, Federal and Independent Audit.

13. The MGI agrees to maintain compliance with state, federal and local regulations which govern the services provided. MGI is also responsible for audit liabilities related to this program and will maintain appropriate records for audit purposes.
14. **SAFEGUARDING OF CLIENT:** MGI and DCDHS agree that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the

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administration of the DCDHS or MGI responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.

15. **CIVIL RIGHTS:** DCDHS and MGI 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.
16. **FAIR HEARING:** DCDHS is responsible for fulfilling responsibilities relative to PRC participants appeal and state hearings in accordance with State Regulations. The MGI and its Providers, agents, etc. shall be under the direction of the DCDHS, assist in the informational gathering and support process related to the state hearing process.
17. **LIABILITY REQUIREMENTS:** (Other than audit) To the extent permitted by law, each agency agrees to hold the other agency harmless from liability suits, losses, judgements, damages, or other demands brought as a result of its actions or omissions in performance of this Contract. However, in the event that an agency is subject to liability, suits, losses, judgements, damages or other demands, which are due to the acts or omissions of the other agency, the other agency will not be held harmless to the extent permitted by law.
18. **RESPONSIBILITIES OF DCDHS:** Pursuant to Federal Regulations (H.R. 3734); State Regulations (H.B. 408) and by designation of the Delaware County Board of Commissioners the DCDHS is responsible for administration of the PRC Program in the County of Delaware, in the State of Ohio; furthermore, DCDHS shall retain final authority for administrative and policy decisions related to services delivered through this Contract
19. **MONITORING AND EVALUATION:** DCDHS and MGI will monitor the manner in which the terms of the Contract are being carried out, services delivered and evaluate the extent to which the program/services are being achieved.
20. **TERMINATION:** This Contract shall terminate automatically if the provider fails to meet all licensing requirements imposed by law. This Contract may also be terminated at any time upon ten (10) days' written notice by either party. In the event that federal funding is no longer available for this program, therefore, requiring changes of termination for this reason will be effective on the date that the reimbursement is no longer available.
21. **AMENDMENT OF AGREEMENT:** This Agreement may be amended at any time by a written amendment signed by all parties. Reasons for amendment may include, but are not necessarily limited to, the following:
 - The quality or extent of purchased services furnished by provider has been reduced or improved.
 - The maximum unit rate has varied significantly from actual cost.
 - The provider fails to meet the necessary state and federal licensing requirements.
22. **PARTIAL INVALIDITY:** A judicial or administrative funding order or decision that any part of this Contract is illegal or invalid shall not invalidate the remainder of the Contract.
23. **PUBLICITY:** In any publicity release or other public reference, including media release, information pamphlets, etc. on the services provided under this Contract, it will be clearly stated that the project is funded by the Ohio Department of Human Services, through the Delaware County Commissioners and the DCDHS.
24. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The MGI agrees as a condition of the Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract
25. **DRUG-FREE WORKPLACE:** The MGI certifies and affirms that, as applicable to the DCDHS, any staff, subcontractor and/or independent contractor, including all field staff, agree to comply with all applicable state and federal laws regarding a drug-free workplace.

DESCRIPTION OF SERVICES

The County Department of Human Services agrees to purchase and Marion Goodwill Industries, Inc. agrees to

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furnish to eligible individuals the following specific services in the manner described below.

1. For purposes of this agreement, a unit of service is defined as:
"Wardrobe Building"
2. Provider shall provide services between hours of _____ and _____ from (days of services)
_____ to _____ with the exception of the following holidays:

HOURS WILL VARY TO MEET THE NEEDS OF PARTICIPANTS.
3. The provider shall deliver the following services in the described manner.
Work with individuals to build an appropriate wardrobe consisting of clothing and accessories for any type of employment.
Hold one to two sessions weekly at four hours per session.
Sessions will teach wardrobe-building skills and personal presentation.
Individuals will be taken on a field trip to the local Goodwill or other suitable retail stores to select outfits and determine "good" and "bad" wardrobe choices.
Bill on a monthly basis.
4. The County Department of Human Services shall assist in delivery of services in the following manner:

Monitor the program per the terms of the contract.

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

RESOLUTION NO. 00-502

IN THE MATTER OF APPROVING SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR SALE OF TIMBER MARKED BY THE OHIO DEPARTMENT OF NATURAL RESOURCES, DIVISION OF FORESTRY:

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve specifications and set bid opening date and time for **Monday, July 17, 2000, at 10:00 AM.**

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

RESOLUTION NO. 00-503

IN THE MATTER OF APPROVING SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR JANITORIAL AND CUSTODIAL SERVICES FOR THE COUNTY ENGINEERS' COMPLEX AND THE WOLF BUILDING:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve specifications and set bid opening date and time for **Monday, July 17, 2000, at 10:15 AM.**

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

Fred Fowler – Presentation – Building Industry Association of Central Ohio – Delaware County Code Compliance

Jerry Borin and Ray Lorello – Presentation – Powell Road

Becky Herner - Presentation - Public Defender

10:00 AM Bid Opening for Salisbury Drive Extension Project and South Galena Road Bridge Deck Replacement Project

Salisbury Drive Extension Project – Engineer Estimate 125,000

McDaniels	135,980.50
Countryside Construction	133,581.00
Columbus Asphalt Paving	120,380.38

South Galena Road Bridge – Engineer Estimate 235,900

Complete General Construction Co.	245,365.03
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Righter Company	258,998.70
Phoenix Bridge Inc.	219,954.50
Shaw & Halter Inc.	328,874.81
Dial Construction Co. Inc.	247,193.28
H Starr Construction Co.	231,205.06
Armstrong Steel Erectors	212,470.25
A-Hurd & Associates	298,058.25

There being no further business, the meeting adjourned.

Deborah Martin

James D. Ward

Donald Wuertz

Letha George, Clerk to the Commissioners