

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY  
 MINUTES FROM REGULAR MEETING HELD JANUARY 22, 2001

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 a Consulting Firm to Conduct a Radio Frequency Study for Delaware County

10:15 AM – Bid Opening for a Command, Control and Communications Vehicle

RESOLUTION NO. 01-80

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL MATTERS, LAND ACQUISITION AND PENDING LEGAL MATTERS AT 8:15 AM:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to adjourn into Executive Session.

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

RESOLUTION NO. 01-81

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 8:55 AM:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to adjourn out of Executive Session:

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

PUBLIC COMMENT

RESOLUTION NO. 01-82

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS NUMBERED 293841 THROUGH 294196:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve for payment warrants 293841 through 294196 on file in the office of the Delaware County Commissioners.

PO's

| <u>PO Number</u> | <u>Vendor</u>   | <u>Description</u>     | <u>Account Number</u> | <u>Amount</u> |
|------------------|-----------------|------------------------|-----------------------|---------------|
| 1B42982          | Various Vendors | Client/Resident Travel | 4530-2303             | \$ 21,000.00  |
| 1B42985          | Various Vendors | Necessary Clothing     | 4530-1751             | \$ 10,000.00  |
| 1B42986          | Various Vendors | Prof Service/Medical   | 4530-2001             | \$ 10,000.00  |

Vouchers

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

RESOLUTION NO. 01-83

IN THE MATTER OF SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF AMENDMENTS FILED BY LARRY COLFLESH AND TED COLFLESH TO THE DITCH PETITION FILED BY GARY SKINNER AND OTHERS:

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

WHEREAS, on this 12 day of January, 2001, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of two amendments to the petition filed by Gary Skinner and others on November 6, 2000.

Mr. Lawrence Colflesh, of 3160 Bowtown Road, Delaware, Ohio on January 12, 2001, filed an amendment as follows:

Amendment 1

1. To examine the condition of Ditch # 1, Lateral # 3 of the Primmer Ditch (Big Run)

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beginning at the main Primmer Ditch (Big Run) following the existing alignment of the 18 inch corrugated plastic tile (that was installed by the Rodenfels-Colflesh Ditch Group in 1987 according to Delaware SWCD specifications to replace an existing 16 inch clay tile) easterly approximately 765 feet to the surface inlet on the Northwest side of Bowtown Road.

2. And to make any necessary improvements required to provide adequate subsurface drainage to the watershed upstream of Bowtown Road.
3. And, if no improvements are necessary, it is further requested that the project be placed on perpetual maintenance under the County Ditch Maintenance program.

Mr. Ted C. Colflesh, of 3175 Bowtown Road, Delaware, Ohio on January 12, 2001, filed an amendment as follows:

Amendment 2

1. To examine the condition of Neilson Ditch # 140 of the Primmer Ditch (Big Run) beginning at the main Primmer Ditch (Big Run) following the existing alignment of the open ditch west and southwesterly approximately 4000 feet to the existing headwall. Then continuing as an 18 inch concrete tile (that was installed by the Barrows-Bonar-Colflesh-MarilInvestment Ditch Group in 1991 and 1995 according to Delaware SWCD recommendations to replace an existing 16 inch clay tile) west and southwesterly approximately 1000 feet to the catch basin on the North side of State Route 37/ U.S. Route 36 (northwest of Roloson Road intersection).
2. And to make any necessary improvements required to provide adequate subsurface drainage to the watershed upstream of State Route 37/U.S. Route 36.
3. And if no improvements are necessary, it is further requested that the project be placed on perpetual maintenance under the County Ditch maintenance program.

WHEREAS, the petition filed by Gary Skinner and others on November 6, 2000, can be amended as specified in ORC §6131.05, and Lawrence Colflesh of 3160 Bowtown Road did file an amendments on January 12, 2001, and Ted Colflesh of 3175 Bowtown Road did file an amendment on January 12, 2001.

Whereas, the amendments to the petition will require that an additional date and time be set to view the additional area as specified in the two amendments, and

THEREFORE, BE IT RESOLVED, BY THE Board of County Commissioners, that the **5<sup>th</sup> day of March, 2001, at 1:30 PM** commencing at the garage of Lawrence Colflesh, 3160 Bowtown Road, be and the same is hereby fixed as the time and place for the view thereon for amendments 1 and 2, and

BE IT FURTHER RESOLVED, That on the **19<sup>th</sup> day of March, 2001, at 7:30 P.M.** at the Delaware Joint Vocational School Auditorium (North Campus 1610 St. Rt. 521) be, and the same is hereby fixed as the time and place for the first hearing on the petition as filed by Gary Skinner and on Amendments 1 filed by Lawrence Colflesh and Amendment 2 filed by Ted Colflesh.

*(The hearing that was scheduled for February 12, 2001, is continued to March 19, 2001, as referenced above.)*

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

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

**RESOLUTION NO. 01-84**

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

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

Commissioners are requesting that Donald Wuertz, Jim Ward and Deborah Martin attend the Congestion Summit at Columbus on January 30, 2001, in the amount of \$105.00.

Commissioners are requesting that Deborah Martin attend the NACO Legislative Conference at Washington D.C. on March 1 through March 6, 2001, in the amount of \$1,492.50.

Sanitary Engineer is requesting that Karl Hough, Michelle Phelps and Ricky Thomas attend the Wastewater Workshop at Columbus on February 6, 2001, in the amount of \$345.00.

County Engineer is requesting that Steve Savon and Ron Ford to attend the Cartograph Sign View V5 Training Class at Orlando, Florida on April 2 through April 4, 2001, in the amount of \$3,282.00.

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Records Center is requesting that Karin Eldredge and Christine Shaw attend the Records Management Workshops at Freemont, Ohio on March 8, 2001, in the amount of \$60.00.

Administrative Services is requesting that Rachel Stull attend the Ohio PELRA Conference at Newark, Ohio on February 5 through 6, 2001, in the amount of \$175.00.

Sanitary Engineer is requesting that Gary Zwolinski attend the Wastewater Pumping System Class at Madison, Wisconsin on March 5 through March 7, 2001, in the amount of \$1,483.50.

County Engineer is requesting that Scott Pike attend the Congestion Summit on January 30, 2001, in the amount of \$35.00.

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

**RESOLUTION NO. 01-85**

**IN THE MATTER OF APPROVING THE PLAT FOR HARVEST WIND, PHASE 6, SECTION 1 AND PLAN FOR CAMBRIDGE SUBDIVISION:**

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

**Harvest Wind, Phase 6, Section 1**

Situated in the Township of Genoa, County of Delaware and State of Ohio, being a part of Farm Lot 4, Section 4, Township 3, Range 17, United States Military Lands, known as being a 26.378 Acre Subdivision, consisting of 15.687 Acres out of a 23.749 Acre Tract Conveyed to Webb Ventures V, Ltd. as recorded in Deed Book 657, Page 821, and 10.689 Acres out of a 51.329 Acre Tract conveyed to: Webb Ventures V, Ltd. (U ¼Int.) as recorded in Deed Book 665, Page 304 x; Webb Ventures V, Ltd. (U ¼int.) as recorded in official Record Volume 24, Page 541; (U ¼Int.) of 10.689 acres out of a 13.680 Acre Tract conveyed to Webb Ventures V, ltd. in Official Record Volume 0061, Page 0006, all of which was also part of said original 51.329 Acre Tract. Lot fee in the amount of \$114.00.

**Cambridge Subdivision**

County of Delaware, Township of Genoa, Section 3, Township 3, Range 17, United States Military Land, Lots 1 & 16

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

**RESOLUTION NO. 01-86**

**IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR WESTERVILLE RESERVE, PHASE 1, SCIOTO RESERVE, SECTION 4, PHASE 1, SCIOTO RESERVE, SECTION 4, PHASE 2 AND HARBOR POINTE, SECTION 1:**

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve the following.

**Westerville Reserve, Phase 1**

The roadway construction has been completed for the referenced subdivision and, as the results of our recent field review, we have determined that minor remedial work will be required during the 2001-construction season.

In accordance with the Subdivider’s Agreement, we recommend that the maintenance bond be set at **\$57,000** for the duration of the one-year maintenance period. A Letter of Credit in that amount is in place.

**Scioto Reserve, Section 4, Phase 1**

The roadway construction has been completed for the referenced subdivision and, as the results of our recent field review, we have determined that minor remedial work will be required during the 2001 construction season.

In accordance with the Subdivider’s Agreement, we recommend that the maintenance bond be set at **\$45,870** for the duration of the one-year maintenance period. A Letter of Credit in that amount is in place.

County Engineer also request approval to return the Letter of Credit being held as construction surety to the developer, Homewood Corporation.

**Scioto Reserve, Section 4, Phase 2**

The roadway construction has been completed for the referenced subdivision and, as the results of our recent field review, we have determined that minor remedial work will be required during the 2001-construction season.

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In accordance with the Subdivider's Agreement, we recommend that the maintenance bond be set at **\$44,000** for the duration of the one-year maintenance period. A Letter of Credit in that amount is in place.

County Engineer also request approval to return the Letter of Credit being held as construction surety to the developer, Homewood Corporation.

**Harbor Pointe, Section 1**

The roadway construction has been completed for the referenced subdivision and, as the results of our recent field review, we have determined that minor remedial work will be required during the 2001-construction season. In accordance with the Subdivider's Agreement, we recommend that the maintenance bond be set at **\$93,000** for the duration of the one-year maintenance period. A Letter of Credit covering that amount is currently in place.

County Engineer also request approval to return the Letter of Credit in the amount of \$927,300 being held as construction surety to the developer, M/I Schottenstein Homes. Attached is a letter for your approval releasing said Letter of Credit.

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

**RESOLUTION NO. 01-87**

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

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

| <i>Permit #</i> | <i>Applicant</i>      | <i>Location</i> | <i>Type of Work</i>      |
|-----------------|-----------------------|-----------------|--------------------------|
| U010003         | Insight Communication | Orange Road     | Install cable TV service |

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

**RESOLUTION NO. 01-88**

**IN THE MATTER OF APPROVING THE TEMPORARY WEIGHT LIMIT REDUCTIONS ON VARIOUS COUNTY AND TOWNSHIP ROADS:**

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

Whereas, It has been ascertained by the County Engineer that the described roads are by reason of thaws or excessive moisture, render roads insufficient to bear normal traffic, and

Whereas, The Engineer is requesting that the Board reduce the load limits on the list of roads by 40 percent of the legal limit in accordance with Section 5577.07

Now Therefore, Be It Resolved by the Board of Commissioners of Delaware County, Ohio that:

By virtue of Section 5577.07, Revised Code of Ohio, the legal load limit of the described roads are hereby reduced as shown.

| <b>2001 COUNTY POSTED ROADS</b> |                  |                    |                  |                |
|---------------------------------|------------------|--------------------|------------------|----------------|
| <b>#</b>                        | <b>ROAD NAME</b> | <b>BEGIN LIMIT</b> | <b>END LIMIT</b> | <b>MILEAGE</b> |
| 91                              | BERLIN STATION   |                    |                  | 4.99           |
| 165                             | BURNT POND       |                    |                  | 3.77           |
| 33                              | CARTER CORNERS   |                    |                  | 5.96           |
| 48                              | CENTERBURG       |                    |                  | 5.73           |
| 51                              | COUNTY LINE      | STATE ROUTE 3      | FANCHER ROAD     | 5.49           |
| 164                             | FONTANELLE       | UNION COUNTY LINE  | OSTRANDER ROAD   | 1.66           |
| 49                              | FREDRICKS        |                    |                  | 2.52           |
| 27                              | GORSUCH          |                    |                  | 0.83           |
| 96                              | GREGORY          |                    |                  | 1.09           |
| 183                             | HOSKINS          |                    |                  | 3.97           |
| 189                             | LAWRENCE         | MEREDITH ROAD      | STATE ROUTE 37   | 2.07           |
| 177                             | MINK STREET      | UNION COUNTY LINE  | STATE ROUTE 257  | 3.84           |
| 54                              | MONKEY HOLLOW    |                    |                  | 1.43           |
| 136                             | MOORE            |                    |                  | 1.22           |
| 35                              | N 3B'S & K       |                    |                  | 4.57           |

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|     |                |                |                |              |
|-----|----------------|----------------|----------------|--------------|
| 215 | PANHANDLE      |                |                | 2.99         |
| 39  | ROME CORNERS   |                |                | 3.38         |
| 5   | S SECTION LINE | STATE ROUTE 36 | STATE ROUTE 37 | 1.43         |
| 182 | TAWAY          |                |                | 2.93         |
| 108 | TUSSIC STREET  |                |                | 2.75         |
|     |                |                |                | <b>62.62</b> |

*\*IF LIMITS ARE NOT LISTED, ROAD TO BE POSTED IN ITS ENTIRETY.*

| <b>2001 TOWNSHIP POSTED ROADS</b> |          |                     |                    |                   |              |
|-----------------------------------|----------|---------------------|--------------------|-------------------|--------------|
| <b>TWP</b>                        | <b>#</b> | <b>ROAD NAME</b>    | <b>BEGIN LIMIT</b> | <b>END LIMIT</b>  | <b>MILES</b> |
| Berkshire                         | 33       | Alexander Road      |                    |                   | 0.60         |
| Berkshire                         | 33       | Domigan Road        |                    |                   | 0.30         |
| Berkshire                         | 104      | Dustin Road         |                    |                   | 3.00         |
| Berkshire                         | 33       | Golf Course Road    |                    |                   | 0.20         |
| Berkshire                         | 73       | Joe Walker Road     |                    |                   |              |
| Berkshire, Kingston               | 75       | Berkshire Road      |                    |                   | 0.60         |
| Berkshire, Kingston               | 68       | Blayney Road        |                    |                   | 1.69         |
| Berkshire, Kingston               | 56       | Wilson Road         |                    |                   | 5.06         |
| Berlin                            | 89, 273  | Curve Road          | Glenn              | Lackey Old State  | 2.78         |
| Berlin                            | 271      | Dale Ford Road      |                    |                   | 1.06         |
| Berlin                            | 93       | Glenn Road          | SR 36/37           | Curve Road        | 0.36         |
| Berlin                            | 99       | Piatt Road          | Cheshire           | Peachblow Road    | 0.97         |
| Berlin                            | 88       | Plunkett Road       |                    |                   | 0.45         |
| Berlin                            | 95       | Roloson Road        |                    |                   | 1.00         |
| Berlin                            | 134      | Sherman Road        |                    |                   | 1.05         |
| Berlin                            | 94       | Sweeney Road        |                    |                   | 0.92         |
| Berlin, Berkshire                 | 35       | S 3B's & K Road     |                    |                   | 2.00         |
| Berlin, Brown                     | 86       | Baker Road          | SR 36              | N Old State Road  | 1.43         |
| Brown                             | 81       | Cackler Road        |                    |                   | 2.17         |
| Brown                             | 82       | Giehl Road          |                    |                   | 1.29         |
| Brown                             | 87       | Harris Road         |                    |                   | 1.32         |
| Brown                             | 76       | Hogback Road        |                    |                   | 3.14         |
| Brown                             | 77       | Howard Road         |                    |                   | 1.65         |
| Brown                             | 85       | Jumper Road         |                    |                   | 0.84         |
| Brown                             | 263, 290 | Pittman Road        |                    |                   | 1.20         |
| Brown                             | 85       | Skinner Road        |                    |                   | 1.11         |
| Brown                             | 265      | Walton Road         |                    |                   | 0.60         |
| Brown, Oxford                     | 276      | Veley Road          |                    |                   | 1.54         |
| Brown, Troy                       | 219      | Kelly-McMaster Road |                    |                   | 1.47         |
| Concord                           | 129      | Concord Road        | Cook Road          | Dublin City Line  | 1.62         |
| Concord                           | 132      | Cook Road           | SR 745             | Union County Line | 1.78         |
| Concord                           | 135      | Duffy Road          |                    |                   | 1.02         |
| Concord                           | 143      | Freshwater Road     |                    |                   | 0.74         |
| Concord                           | 133      | Merchant Road       | Union County Line  | SR 745            | 1.62         |
| Concord, Delaware                 | 142      | Owen-Fraley Road    |                    |                   |              |
| Concord, Delaware, Liberty        | 141      | Bunty Station Road  |                    |                   | 3.64         |
| Concord, Liberty                  | 140      | Bean Oller Road     |                    |                   | 4.43         |
| Concord, Liberty                  | 139      | Clark Shaw Road     |                    |                   | 3.07         |
| Concord, Liberty                  | 142      | Ford Road           |                    |                   |              |
| Concord, Liberty                  | 122      | Rutherford Road     |                    |                   | 2.29         |





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**RESOLUTION NO. 01-92**

**IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN JOB AND FAMILY SERVICES AND VICKIE BOSTER, TRACEY BOYES, KATHERINE DURU AND KINDERCARE LEARNING CENTER FOR CHILD CARE:**

It was moved by Mr. Wuertz, seconded by Mr. Wuertz to approve the contracts for child care:

|   | <b>Contract Period</b>         | <b>Basic Rates Full Time (5 Hrs. or More)</b> | <b>Part Time Rates</b> | <b>Adjustments to Basic Rates</b> |
|---|--------------------------------|---|------------------------|-----------------------------------|
| <b>Vickie Boster</b>                    |                                |   |                        |                                   |
| 105 Woodrow Ave.<br>Delaware, Ohio      | January 2 – June 30, 2001      | \$1.65 per hour                               |                        | None                              |
| <b>Tracey Boyes</b>                     |                                |   |                        |                                   |
| 1080 Pebble Brook Dr.<br>Columbus, Ohio | January 2 – June 30, 2001      | \$1.95 per hour                               |                        | None                              |
| <b>Katherine Duru</b>                   |                                |   |                        |                                   |
| 3190 Agape Drive<br>Columbus, Ohio      | December 1, 2000-June 30, 2001 |   |                        | None                              |
| Infants                                 |                                | \$21.40                                       | \$11.00                |                                   |
| Toddlers                                |                                | \$18.00                                       | \$9.00                 |                                   |
| Preschool                               |                                | \$16.00                                       | \$8.00                 |                                   |
| Schoolage                               |                                | \$13.00                                       | \$10.00                |                                   |

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

**RESOLUTION NO. 01-93**

**IN THE MATTER OF APPROVING THE PURCHASE OF SERVICE CONTRACT BETWEEN JOB AND FAMILY SERVICES AND TRANSITIONS COUNSELING, LLC:**

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

This Contract is made and entered into on the 12<sup>th</sup> day of January 2001, between Delaware County Department of Job and Family Services, hereinafter referred to as "DCDJFS" and the TRANSITIONS COUNSELING, LLC.

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 DCDJFS and TRANSITIONS COUNSELING, LLC for the implementation of the PRC Development Reserve Proposal to eligible Delaware County participants. Services being provided are detailed in the Description of Services.
2. **AGREEMENT PERIOD:** This Contract will be effective from January 22, 2001 through June 31, 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.**

**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 DCDJFS agrees to reimburse the TRANSITIONS COUNSELING, LLC for actual costs for services outlined in the Provision of Service document. Said reimbursement shall not exceed \$24,750. The payment for services provided by this Contract is contingent upon the availability of funds specifically allocated for the PRC Development Reserve Program.

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The TRANSITIONS COUNSELING, LLC agrees to submit a request for payment for services and operations costs to the DCDJFS on a monthly basis. The DCDJFS agrees to review the request for payment and authorize adjustments, if needed. The TRANSITIONS COUNSELING, LLC 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).

The Ohio Department of Human Services has specified that 15% of funds, not to exceed 15% of the total PRC Development Reserve Funds, excluding dollars designated to the DCDJFS can be used for operating this program. Operating costs are defined as salaries and compensation costs, supplies, facilities, postage, utilities, telephone, printing, travel and transportation, and equipment for administration of the PRC Development Reserve Program. The cost of providing direct delivered services is not considered an operational cost for costs that may be associated with more than one federal program and/non-federal program and to determine direct service costs.

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 DCDJFS, or Delaware County Board of Commissioners or Delaware County.
  6. **INFORMATION REQUIREMENTS:** The TRANSITIONS COUNSELING, LLC must provide the DCDJFS with the appropriate information necessary to support the county's state and federal PRC Development Reserve Program administrative requirements. TRANSITIONS COUNSELING, LLC will provide information necessary to meet the specific fiscal and program requirements contained in the contract. The DCDJFS will provide TRANSITIONS COUNSELING, LLC with necessary information regarding participants as specified in Description of Services Document.
  7. **SERVICE DELIVERY RECORDS:** The TRANSITIONS COUNSELING, LLC 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 DCDJFS personnel.
  8. **DUPLICATE BILLING/OVERPAYMENT:** TRANSITIONS COUNSELING, LLC warrants that claims made to DCDJFS 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 TRANSITIONS COUNSELING, LLC agrees to repay the DCDJFS the amount entitled.
  9. **FINANCIAL RECORDS:** The TRANSITIONS COUNSELING, LLC 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 DCDJFS personnel.
  10. **AVAILABILITY AND RETENTION OF RECORDS:** TRANSITIONS COUNSELING, LLC 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 DCDJFS'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 DCDJFS.
- If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, TRANSITIONS COUNSELING, LLC 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:** TRANSITIONS COUNSELING, LLC agrees to, if required by the director of DCDJFS 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 DCDJFS. Any and all costs of such an independent audit shall be the sole responsibility of the TRANSITIONS COUNSELING, LLC.
  12. **RESPONSIBILITY OF AUDIT EXCEPTIONS:** TRANSITIONS COUNSELING, LLC 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 TRANSITIONS COUNSELING, LLC agrees to reimburse the DCDJFS and the County the amount of any Audit Exception designated by appropriate County, State, Federal and Independent Audit.

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13. The TRANSITIONS COUNSELING, LLC agrees to maintain compliance with state, federal and local regulations which govern the services provided under the PRC Development Reserve Program. TRANSITIONS COUNSELING, LLC is also responsible for audit liabilities related to this program and will maintain appropriate records for audit purposes.
14. **SAFEGUARDING OF CLIENT:** TRANSITIONS COUNSELING, LLC and DCDJFS agree 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 DCDJFS or TRANSITIONS COUNSELING, LLC 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:** DCDJFS and TRANSITIONS COUNSELING, LLC 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:** DCDJFS is responsible for fulfilling responsibilities relative to PRC participants appeal and state hearings in accordance with State Regulations. The TRANSITIONS COUNSELING, LLC and its Providers, agents, etc. shall be under the direction of the DCDJFS, 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 DCDJFS:** Pursuant to Federal Regulations (H.R. 3734); State Regulations (H.B. 408) and by designation of the Delaware County Board of Commissioners the DCDJFS is responsible for administration of the PRC Development Reserve Program in the County of Delaware, in the State of Ohio; furthermore, DCDJFS shall retain final authority for administrative and policy decisions related to services delivered through this Contract related to the PRC Development Reserve Funds.
19. **PERFORMANCE STANDARDS:** Section 5101.21 (B) (2) of the Ohio Revised Code requires that the County's PRC Development Reserve Program meets specific designated outcomes and performance standards which will be included in the Partnership Agreement between the state and Delaware County. As these performance standards are refined and re-established for Delaware County, this Contract will be amended to insure that services provided through this Contract assist and meet in the obtainment of said performance standards.
20. **MONITORING AND EVALUATION:** DCDJFS and TRANSITIONS COUNSELING, LLC 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.
21. **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.
22. **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:
  1. The quality or extent of purchased services furnished by provider has been reduced or improved.
  2. The maximum unit rate has varied significantly from actual cost.
  3. The provider fails to meet the necessary state and federal licensing requirements.
23. **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.

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- 24. **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 DCDJFS.
- 25. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The TRANSITIONS COUNSELING, LLC 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
- 26. **DRUG-FREE WORKPLACE:** The TRANSITIONS COUNSELING, LLC certifies and affirms that, as applicable to the DCDJFS, 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 Job and Family Services agrees to purchase and Transitions Counseling, LCC agrees to 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:  
  
  - Specialized Pre-employment Screening billed at the rate of \$70 per hour
  - Psycoeducational Skills Class billed at \$100 per week per class
  - Individual Interventions billed at \$65 per hour
- 2. Provider shall provide services between hours:  
  
  - Available as needed.
- 3. The provider shall deliver the following services in the described manner.  
  
  - See attachment (Table 2)
  - Bill on a monthly basis.
- 4. The County Department of Human Services shall assist in delivery of services in the following manner:  
  
  - Assist in ensuring individuals served are PRC eligible.
  - Monitor the program to ensure goals are met.

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

**RESOLUTION NO. 01-94**

**IN THE MATTER OF APPOINTING GEORGE HAGGARD AS THE DELAWARE BOARD OF COUNTY COMMISSIONERS' REPRESENTATIVE TO THE DELAWARE COUNTY BOARD BUILDING APPEALS:**

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve the appointment:

- Whereas,            The Board of Commissioners of Delaware County is responsible to make appointments from the public to various boards, councils and committees, and
- Whereas,            the Board of Commissioners of Delaware County shall appoint an individual to the Delaware County Board of Building Appeals for a five year term beginning January 1, 2001, and ending December 31, 2005, and
- Therefore,            be it resolved that the Board of Commissioners at Delaware County, State of Ohio, appoint George Haggard to the Delaware County Board of Building Appeals.

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

**RESOLUTION N0. 01-95**

**IN THE MATTER OF APPROVING A CLASSIFIED ADVERTISING AGREEMENT WITH NEWSPAPER NETWORK OF OHIO A.K.A. THE MARION STAR FOR A DISCOUNTED RATE FOR CLASSIFIED ADVERTISEMENTS:**

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

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- Whereas, Delaware County advertises for open employment opportunities with a variety of media; and
- Whereas, Delaware County places a substantial amount of advertising with *The Marion Star*; and
- Whereas, Delaware County receives a significant amount of applications from respondents who observed our advertisements in *The Marion Star*; and
- Whereas, Newspaper Network of Ohio, a.k.a. *The Marion Star*, has offered a discounted rate for advertising for the year 2001; and
- Whereas, this is a renewal from an agreement between Delaware County and Newspaper Network of Ohio, a.k.a. *The Marion Star*, that was effective for year 2000;

Therefore be it resolved, by the Board of Commissioners of Delaware County, State of Ohio, to approve and execute this agreement between Delaware County and Newspaper Network of Ohio, a.k.a. *The Marion Star* for the year 2001 for a rate of \$1.55 a line (Daily) and \$1.96 a line (Sunday).

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

**RESOLUTION NO. 01-96**

**IN THE MATTER OF APPROVING SERVICE CONTRACTS BETWEEN CHILD SUPPORT ENFORCEMENT AGENCY AND CLERK OF COURTS, JUVENILE COURT AND COMMON PLEAS COURTS:**

It was moved by Mr. Wuertz, seconded by Mrs. Martin to adopt the following contracts:

**Clerk of Courts**

**APPENDIX 1-3 IV-D SERVICE CONTRACT- CLERK OF COURTS**

This agreement made and entered into on the 17th day of January 2001, by and between the Delaware County Child Support Enforcement Agency (hereinafter referred to as the "CSEA" and **Delaware County Clerk of Courts of Common Pleas** ,a Provider of service (hereinafter referred to as "Provider").

Pursuant to Title IV-D of the Social Security Act, Section 2301.35 of the Ohio Revised Code, and Ohio Administrative Code rules promulgated by the Ohio Department of Human Services, the CSEA is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the agreement

1. **Purchase of Services:** Subject to terms and conditions set forth in this agreement and the attached Exhibits (such exhibits are deemed to be a part of this agreement as fully as if set forth herein), the CSEA agrees to purchase for, and Provider agrees to furnish to eligible individuals those specific services detailed in Exhibit I.
2. **Purpose:** The CSEA and Provider agree to coordinate services detailed in Exhibit I, and to make all reasonable efforts to coordinate with other service providers to establish a cooperative; comprehensive county plan for effective enforcement of child support
3. **Contract Period:** This agreement will be effective from January 1, 2001, through December 31, 2001, inclusive, unless otherwise terminated. In no case may the Contract period exceed one (1) year.
4. **Availability of Funds:** The CSEA represents that it has adequate funds to meet its obligations under this agreement; that it intends to maintain this agreement for the full period set forth herein and has no reason to believe that r will not have sufficient funds to enable it to make all payments due hereunder during such period; and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this agreement. However, payments for all services provided in accordance with the provisions of this Contract are contingent upon availability of nonfederal and federal matching funds as follows:

|                           | Amount      | Source   |      |
|---------------------------|-------------|----------|------|
| Nonfederal Matching Funds | \$28,251.00 | Delaware | 34%  |
| Federal Matching Funds    | \$54,839.00 | Federal  | 66%  |
| Total                     | \$83,090.00 | Combined | 100% |

(A) Provider warrants that any costs incurred pursuant to this agreement will not be allowable to or included as a cost of any other federally financed program.

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- (B) The CSEA warrants that the nonfederal share is not provided from any source which is prohibited by state or federal law.
5. **Cost and Delivery of Purchased Services:** Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit III, the amount to be paid for such purchased services will be based on the following criteria:
- A negotiated \$ 11.87 per each docket entry
6. **Fees:** If applicable, shall be charged as detailed in Exhibit I.
7. **Eligibility for Services:** Current and past public assistance recipients or those who have completed IV-D application form.
8. **Payment for Purchased Services:** The Provider shall submit an invoice and cost statement to the CSEA on a monthly basis. Format of the cost statement is attached as Exhibit II.
9. **Subcontracting:** When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, the Provider may subcontract All such subcontracts shall be in the same form as this agreement and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release the Provider of 6 liability under this agreement Provider is responsible for making direct payment for such services.
10. **Termination:**
- (A) In the event that the Provider bees not faithfully and promptly perform its responsibilities and obligations under this agreement, as determined by the CSEA, the CSEA may terminate the agreement by providing the Provider with written notice thirty days in advance of the termination date.
- (B) In the event that the CSEA does not faithfully and promptly perform its responsibilities and obligations under this agreement, the Provider may terminate the agreement by providing the CSEA with written notice thirty days in advance of the termination date.
- (C) Notwithstanding Section~ (A) and (B) of this Article, this agreement may be terminated by mutual agreement at any time after the date on which the two parties reach their decision.
- (D) Notwithstanding Sections.(A) and (B) of this Article, if the federal and/or nonfederal funds designated for the programs are not available to the CSEA in an amount adequate to support the activities under this agreement as determined by the CSEA, the CSEA may terminate this agreement. Such termination is not subject to advance written notice but will be effective on the date federal and and/or nonfederal funds are no longer available, or later as stipulated, by the CSEA, and all reimbursement to the Provider will cease as of that date.
- (E) Notwithstanding Sections (A) and (B) of this Article, the CSEA may terminate this Contract immediately upon delivery of written notice to the Provider if the CSEA has discovered any illegal conduct on the part of the Provider.
- (F) In the event of termination under this Article, the Provider shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, which shall be calculated by the CSEA based on the rate set forth in Article 5, less any funds previously paid by or on behalf of the CSEA. The CSEA shall not be liable for any further claims, and the claims submitted by the Provider shall not exceed the total amount of consideration stated in this Contract.
11. **Independent Contractors:** Providers, agents, and employees of the Provider, including subcontractors, will ad in performance of this agreement in an independent capacity, and not as officers or employees or agents of the State of Ohio or the CSEA.
12. **Duplicate Billing:** Provider warrants that claims made to the CSEA 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 federal funds for the same service.
13. **Financial Records:** The Provider 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 agreement. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel. Such records shall also be subject to inspection by the individual or entity selected for any audit activity required under Article 16 of this Contract.
14. **Expensed Equipment:** Equipment which has been expensed rather than depreciated during the Contract period must be transferred to the CSEA when the equipment is no longer needed to carry out

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the work under this Contract or a succeeding Contract. In lieu of equipment being transferred, the appropriate residual value may be transferred to the CSEA.

15. **Availability and Retention of Records:** Providers shall maintain and preserve all financial and eligibility determination records related to this agreement, including any other documentation used in the administration of the program, in its possession for a period of three years after final payment, and/or will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this agreement, unless otherwise directed by the CSEA. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later.
16. **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 the provisions of this agreement.
17. **Confidentiality: Provider** agrees that information concerning eligible individuals shall only be used in support of the IV-D program. Disclosure of information for any other purpose is prohibited except upon the written consent of eligible individual.
18. **Equal Employment Opportunity:** In carrying out this Contract, the Provider shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. The Provider shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
19. **Indemnity and Insurance:** (when applicable)
  - (A) Indemnity: Provider agrees that it will at all times during the existence of this agreement indemnify and save harmless the CSEA, the Ohio Department of Human Services, and the Board of County Commissioners, or county administrator designated under section 305.30 of the Revised Code, of the county in which the CSEA is situated against any and all liability, loss, damage, and/or 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 estates of eligible individuals against reasonable foreseeable torts which could cause injury or death.
20. **Monitoring and Evaluation:** The CSEA and Provider will, as detailed in attached Exhibits, monitor the manner in which the terms of the agreement are being carried out and evaluate the extent to which program objectives contained in the agreement are being achieved.
21. **Accessibility of Program to the Public:** The CSEA and Provider agree to make all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.
22. **Out-of-County and Out-of-State Cooperation:** The CSEA and Provider agree to use all available resources in cooperation with other counties and states to obtain or enforce orders for support.
23. **Amendment of Contract:** This agreement may be amended at any time by a written amendment signed by all parties and submitted to the ODHS in the manner required by ODHS rules.

#### Juvenile Court

#### APPENDIX 1-3 IV-D SERVICE CONTRACT - JUVENILE COURT

This agreement made and entered into on the 15th day of December, 2000, by and between the Child Support Enforcement Agency (hereinafter referred to as the "CSEA" and Delaware County Juvenile Court, a Provider of service (hereinafter referred to as "Provider").

Pursuant to Title IV-D of the Social Security Act, Section 2301.35 of the Ohio Revised Code, and Ohio Administrative Code rules promulgated by the Ohio Department of Human Services, the CSEA is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the agreement

1. **Purchase of Services:** Subject to terms and conditions set forth in this agreement and the attached Exhibits (such exhibits are deemed to be a part of this agreement as fully as if set forth herein), the CSEA agrees to purchase for, and Provider agrees to furnish to eligible individuals those specific

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services detailed in Exhibit I.

- 2. **Purpose:** The CSEA and Provider agree to coordinate services detailed in Exhibit I, and to make all reasonable efforts to coordinate with other service providers to establish a cooperative; comprehensive county plan for effective enforcement of child support
- 3. **Contract Period:** This agreement will be effective from January 1, 2001, through December 31, 2001, inclusive, unless otherwise terminated. In no case may the Contract period exceed one (1) year.
- 4. **Availability of Funds:** The CSEA represents that it has adequate funds to meet its obligations under this agreement; that it intends to maintain this agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this agreement. However, payments for all services provided in accordance with the provisions of this Contract are contingent upon availability of nonfederal and federal matching funds as follows:

| Amount                    |             | Source   |      |
|---------------------------|-------------|----------|------|
| Nonfederal Matching Funds | \$30,713.12 | Delaware | 34%  |
| Federal Matching Funds    | \$59,619.60 | Federal  | 66%  |
| Total                     | \$90,332.72 | Combined | 100% |

(A) Provider warrants that any costs incurred pursuant to this agreement will not be allowable to or included as a cost of any other federally financed program.

(B) The CSEA warrants that the nonfederal share is not provided from any source which is prohibited by state or federal law.

- 5. **Cost and Delivery of Purchased Services:** Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit III, the amount to be paid for such purchased services will be based on the following criteria:

A negotiated \$ 95.09 per hearing held

- 6. **Fees:** If applicable, shall be charged as detailed in Exhibit I.
- 7. **Eligibility for Services:** Current and past public assistance recipients or those who have completed a N-D application form.
- 8. **Payment for Purchased Services:** The Provider shall submit an invoice and cost statement to the CSEA on a monthly basis. Format of the cost statement is attached as Exhibit II.
- 9. **Subcontracting:** When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, the Provider may subcontract All such subcontracts shall be in the same form as this agreement and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release the Provider of 6 liability under this agreement Provider is responsible for making direct payment for such services.
- 10. **Termination:**
  - (A) In the event that the Provider does not faithfully and promptly perform its responsibilities and obligations under this agreement, as determined by the CSEA, the CSEA may terminate the agreement by providing the Provider with written notice thirty days in advance of the termination date.
  - (B) In the event that the CSEA does not faithfully and promptly perform its responsibilities and obligations under this agreement, the Provider may terminate the agreement by providing the CSEA with written notice thirty days in advance of the termination date.
  - (C) Notwithstanding Section~ (A) and (B) of this Article, this agreement may be terminated by mutual agreement at any time after the date on which the two parties reach their decision.
  - (D) Notwithstanding Sections.(A) and (B) of this Article, if the federal and/or nonfederal funds designated for the programs are not available to the CSEA in an amount adequate to support the activities under this agreement as determined by the CSEA, the CSEA may terminate this agreement. Such termination is not subject to advance written notice but will be effective on the date federal and and/or nonfederal funds are no longer available, or later as stipulated, by the CSEA, and all reimbursement to the Provider will cease as of that date.

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(E) Notwithstanding Sections (A) and (B) of this Article, the CSEA may terminate this Contract immediately upon delivery of written notice to the Provider if the CSEA has discovered any illegal conduct on the part of the Provider.

(F) In the event of termination under this Article, the Provider shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, which shall be calculated by the CSEA based on the rate set forth in Article 5, less any funds previously paid by or on behalf of the CSEA. The CSEA shall not be liable for any further claims, and the claims submitted by the Provider shall not exceed the total amount of consideration stated in this Contract.

11. **Independent Contractors:** Providers, agents, and employees of the Provider, including subcontractors, will act in performance of this agreement in an independent capacity, and not as officers or employees or agents of the State of Ohio or the CSEA.
12. **Duplicate Billing:** Provider warrants that claims made to the CSEA 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 federal funds for the same service.
13. **Financial Records:** The Provider 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 agreement. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel. Such records shall also be subject to inspection by the individual or entity selected for any audit activity required under Article 16 of this Contract.
14. **Expensed Equipment:** Equipment which has been expensed rather than depreciated during the Contract period must be transferred to the CSEA when the equipment is no longer needed to carry out the work under this Contract or a succeeding Contract. In lieu of equipment being transferred, the appropriate residual value may be transferred to the CSEA.
15. **Availability and Retention of Records:** Providers shall maintain and preserve all financial and eligibility determination records related to this agreement, including any other documentation used in the administration of the program, in its possession for a period of three years after final payment, and/or will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this agreement, unless otherwise directed by the CSEA. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later.
16. **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 the provisions of this agreement.
17. **Confidentiality:** Provider agrees that information concerning eligible individuals shall only be used in support of the IV-D program. Disclosure of information for any other purpose is prohibited except upon the written consent of eligible individual.
18. **Equal Employment Opportunity:** In carrying out this Contract, the Provider shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. The Provider shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
19. **Indemnity and Insurance:** (when applicable)
  - (A) Indemnity: Provider agrees that it will at all times during the existence of this agreement indemnify and save harmless the CSEA, the Ohio Department of Human Services, and the Board of County Commissioners, or county administrator designated under section 305.30 of the Revised Code, of the county in which the CSEA is situated against any and all liability, loss, damage, and/or 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 estates of eligible individuals against reasonable foreseeable torts which could cause injury or death.
20. **Monitoring and Evaluation:** The CSEA and Provider will, as detailed in attached Exhibits, monitor the

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manner in which the terms of the agreement are being carried out and evaluate the extent to which program objectives contained in the agreement are being achieved.

- 21. **Accessibility of Program to the Public:** The CSEA and Provider agree to make all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.
- 22. **Out-of-County and Out-of-State Cooperation:** The CSEA and Provider agree to use all available resources in cooperation with other counties and states to obtain or enforce orders for support.
- 23. **Amendment of Contract:** This agreement may be amended at any time by a written amendment signed by all parties and submitted to the ODHS in the manner required by ODHS rules.

**Common Pleas Court**

**APPENDIX 1-3 IV-D SERVICE CONTRACT – COMMON PLEAS COURT**

This agreement made and entered into on the 1<sup>st</sup> day of January, 2001, by and between the Delaware County Child Support Enforcement Agency (hereinafter referred to as the “CSEA” and Delaware County Common Pleas Court, a Provider of service (hereinafter referred to as “Provider”).

Pursuant to Title IV-D of the Social Security Act, Section 2301.35 of the Ohio Revised Code, and Ohio Administrative Code rules promulgated by the Ohio Department of Human Services, the CSEA is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the agreement

- 1. **Purchase of Services:** Subject to terms and conditions set forth in this agreement and the attached Exhibits (such exhibits are deemed to be a part of this agreement as fully as if set forth herein), the CSEA agrees to purchase for, and Provider agrees to furnish to eligible individuals those specific services detailed in Exhibit I.
- 2. **Purpose:** The CSEA and Provider agree to coordinate services detailed in Exhibit I, and to make all reasonable efforts to coordinate with other service providers to establish a cooperative; comprehensive county plan for effective enforcement of child support
- 3. **Contract Period:** This agreement will be effective from January 1, 2001, through December 31, 2001, inclusive, unless otherwise terminated. In no case may the Contract period exceed one (1) year.
- 4. **Availability of Funds:** The CSEA represents that it has adequate funds to meet its obligations under this agreement; that it intends to maintain this agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this agreement. However, payments for all services provided in accordance with the provisions of this Contract are contingent upon availability of nonfederal and federal matching funds as follows:

|                           | Amount      | Source   |      |
|---------------------------|-------------|----------|------|
| Nonfederal Matching Funds | \$12,071.79 | Delaware | 34%  |
| Federal Matching Funds    | \$23,433.49 | Federal  | 66%  |
| Total                     | \$35,505.28 | Combined | 100% |

(A) Provider warrants that any costs incurred pursuant to this agreement will not be allowable to or included as a cost of any other federally financed program.

(B) The CSEA warrants that the nonfederal share is not provided from any source which is prohibited by state or federal law.

- 5. **Cost and Delivery of Purchased Services:** Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit III, the amount to be paid for such purchased services will be based on the following criteria:

A negotiated \$ 30.87 per hour X unit

- 6. **Fees:** If applicable, shall be charged as detailed in Exhibit I.
- 7. **Eligibility for Services:** Current and past public assistance recipients or those who have completed a N-D application form.

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8. **Payment for Purchased Services:** The Provider shall submit an invoice and cost statement to the CSEA on a monthly basis. Format of the cost statement is attached as Exhibit II.
9. **Subcontracting:** When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, the Provider may subcontract. All such subcontracts shall be in the same form as this agreement and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release the Provider of liability under this agreement. Provider is responsible for making direct payment for such services.
10. **Termination:**
- (A) In the event that the Provider does not faithfully and promptly perform its responsibilities and obligations under this agreement, as determined by the CSEA, the CSEA may terminate the agreement by providing the Provider with written notice thirty days in advance of the termination date.
- (B) In the event that the CSEA does not faithfully and promptly perform its responsibilities and obligations under this agreement, the Provider may terminate the agreement by providing the CSEA with written notice thirty days in advance of the termination date.
- (C) Notwithstanding Sections (A) and (B) of this Article, this agreement may be terminated by mutual agreement at any time after the date on which the two parties reach their decision.
- (D) Notwithstanding Sections (A) and (B) of this Article, if the federal and/or nonfederal funds designated for the programs are not available to the CSEA in an amount adequate to support the activities under this agreement as determined by the CSEA, the CSEA may terminate this agreement. Such termination is not subject to advance written notice but will be effective on the date federal and/or nonfederal funds are no longer available, or later as stipulated, by the CSEA, and all reimbursement to the Provider will cease as of that date.
- (E) Notwithstanding Sections (A) and (B) of this Article, the CSEA may terminate this Contract immediately upon delivery of written notice to the Provider if the CSEA has discovered any illegal conduct on the part of the Provider.
- (F) In the event of termination under this Article, the Provider shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, which shall be calculated by the CSEA based on the rate set forth in Article 5, less any funds previously paid by or on behalf of the CSEA. The CSEA shall not be liable for any further claims, and the claims submitted by the Provider shall not exceed the total amount of consideration stated in this Contract.
11. **Independent Contractors:** Providers, agents, and employees of the Provider, including subcontractors, will act in performance of this agreement in an independent capacity, and not as officers or employees or agents of the State of Ohio or the CSEA.
12. **Duplicate Billing: Provider** warrants that claims made to the CSEA 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 federal funds for the same service.
13. **Financial Records:** The Provider 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 agreement. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel. Such records shall also be subject to inspection by the individual or entity selected for any audit activity required under Article 16 of this Contract.
14. **Expensed Equipment:** Equipment which has been expensed rather than depreciated during the Contract period must be transferred to the CSEA when the equipment is no longer needed to carry out the work under this Contract or a succeeding Contract. In lieu of equipment being transferred, the appropriate residual value may be transferred to the CSEA.
15. **Availability and Retention of Records:** Providers shall maintain and preserve all financial and eligibility determination records related to this agreement, including any other documentation used in the administration of the program, in its possession for a period of three years after final payment, and/or will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this agreement, unless otherwise directed by the CSEA. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later.
16. **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 the provisions of this agreement.

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- 17. **Confidentiality:** Provider agrees that information concerning eligible individuals shall only be used in support of the IV-D program. Disclosure of information for any other purpose is prohibited except upon the written consent of eligible individual.
- 18. **Equal Employment Opportunity:** In carrying out this Contract, the Provider shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. The Provider shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
- 19. **Indemnity and Insurance:** (when applicable)
  - (A) Indemnity: Provider agrees that it will at all times during the existence of this agreement indemnify and save harmless the CSEA, the Ohio Department of Human Services, and the Board of County Commissioners, or county administrator designated under section 305.30 of the Revised Code, of the county in which the CSEA is situated against any and all liability, loss, damage, and/or 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 estates of eligible individuals against reasonable foreseeable torts which could cause injury or death.
- 20. **Monitoring and Evaluation:** The CSEA and Provider will, as detailed in attached Exhibits, monitor the manner in which the terms of the agreement are being carried out and evaluate the extent to which program objectives contained in the agreement are being achieved.
- 21. **Accessibility of Program to the Public:** The CSEA and Provider agree to make all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.
- 22. **Out-of-County and Out-of-State Cooperation:** The CSEA and Provider agree to use all available resources in cooperation with other counties and states to obtain or enforce orders for support.
- 23. **Amendment of Contract:** This agreement may be amended at any time by a written amendment signed by all parties and submitted to the ODHS in the manner required by ODHS rules.

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

**RESOLUTION NO. 01-97**

**IN THE MATTER OF AMENDING THE IV-D CONTRACT BETWEEN CHILD SUPPORT ENFORCEMENT AGENCY AND COMMON PLEAS COURT:**

It was moved by Mrs. Martin, seconded by Mr. Wuertz to amend the following:

This amendment, effective January 3, 2001, is to amend the IV-D contract between the Delaware County Child Support Enforcement Agency (CSEA) and Common Pleas Court, entered into on the 1<sup>st</sup> day of January 2000.

The amendment is Section 111, Article 5, Cost and Delivery of Purchased Service:

- (A) Adjusts the per unit rate from \$54.12 to \$45.82, as reflected in the attached revised budget.
- (B) Adjusts the maximum number of units purchased from 750 to 1,080.

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

**RESOLUTION NO. 01-98**

**IN THE MATTER OF APPROVING A PROPOSAL BY THE QUANDEL GROUP FOR THE PURPOSE OF PROVIDING CONSTRUCTION MANAGEMENT FOR THE PORTER-KINGSTON, HARLEM AND SCIOTO TOWNSHIPS MEDIC STATIONS.**

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

WHEREAS, the Delaware County Board of Commissioners desire to engage a separate vendor to oversee construction projects that represent county interests, and

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WHEREAS, the County has started the process to construct three new Emergency Medical Service stations in Porter-Kingston (Medic 6), Harlem Township (Medic 7), and Scioto Township (Medic 8) areas to enhance our timeliness and service to the citizens in the county, and

WHEREAS, the Quandel Group, Inc. has been selected as the Construction Management company of choice, and

WHEREAS, a review of the proposal by Quandel indicates that a full-time on-site supervisor is the optimal solution for providing the construction management service during all three construction projects;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approve the proposal from the Quandel Group to provide both pre-construction and full site construction management services for all three projects at a cost of \$122,700.00.

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. 01-99**

**IN THE MATTER OF APPROVING A CONTRACT WITH MADDOX-NBD, INC. FOR ARCHITECTURAL SERVICES IN THE DESIGN AND CONSTRUCTION OF MEDIC STATION SEVEN (7) LOCATED IN THE HARLEM TOWNSHIP AREA.**

It was moved by Mr. Wuertz, seconded by Mrs. Martin **not** to adopt the following Resolution, but to go out to bid again:

WHEREAS, the Delaware County Board of Commissioners approved Maddox-NBD as the architectural firm of choice for providing a new prototype design for an Emergency Medical Service station, and

WHEREAS, the County has purchased property in Harlem Township to provide a location that will allow the Emergency Medical Service to provide more timely response to our citizens in the southeastern portion of the county, and

WHEREAS, Maddox-NBD has begun the design process using the Porter-Kingston station as a basis;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approve this contract with Maddox-NBD for design and architectural services of a new Medic station in Harlem Township at a cost of \$57,050.00.

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            Mrs. Martin        Aye    Mr. Wuertz        Aye    Mr. Ward        Aye

**RESOLUTION NO. 01-100**

**IN THE MATTER OF ACCEPTING THE STATEMENT OF QUALIFICATIONS FOR ENGINEERING DESIGN CONSULTANTS SERVICES AND SETTING DEADLINE FOR RECEIVING THE STATEMENTS OF QUALIFICATIONS:**

It was moved by Mrs. Martin, seconded by Mr. Wuertz to accept the following:

The Delaware County Board of Commissioners wishes to receive Statements of Qualifications (SOQ) from experienced consulting engineering firms to assist the County in the design of a **new approximately 2,000 square foot emergency medical service facilities.**

**The work shall involve, but not be limited to, the design of the emergency medical facility, bidding, construction management and other associated services.**

Statements of Qualifications will be received at the Delaware County Board of Commissioners, Attention: Ms. Letha George, Board of Commissioners Clerk, 101 North Sandusky Street, Ohio 43015 **until 10:00 a.m., February 20, 2001.** Submittals pursuant to this invitation will not be received after the hour and date stated above.

**PROCEDURE**

The Delaware County Board of Commissioners intends to use a Quality Based Selection Process in accordance with Ohio Revised Code.



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**RESOLUTION NO. 01-101**

**IN THE MATTER OF APPROVING THE STATE EMERGENCY RESPONSE COMMISSION (SERC) CHEMICAL EMERGENCY PLANNING AND RIGHT-TO-KNOW FUND GRANT APPLICATION.**

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

WHEREAS, the Delaware County Local Emergency Planning Committee (LEPC) approved the Chemical Emergency Planning and Right-to-Know fund grant application for forwarding to the Board of Commissioners, and

WHEREAS, this grants assists with the training and operations of the Emergency Management Agency and LEPC within Delaware County;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approve the forwarding of this grant application to the SERC.

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. 01-102**

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND FERGUSON STEEL COMPANY FOR THE STRUCTURAL STEEL FOR THE NEW SERVICE BUILDING:**

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

This Contract made by and between:

**FERGUSON STEEL COMPANY  
5500 FRANTZ ROAD SUITE 173**

(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

**ARTICLE 1**

1.1        The Contractor shall perform the entire work described in the Bid Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Bid Documents, for:

**Bid Package Three - Structural Steel  
Delaware County Services Building  
124-148 North Sandusky Street  
Delaware, Ohio 43015**

**ARTICLE 2**

2.1        The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Bid Documents, the amount of Seven Hundred Thirty-Four Thousand, Six Hundred Fifty-Four Dollars (\$734,654) (the "Contract Price"), based upon the Bid Form, dated November 28, 2000 submitted by the Contractor.

***\$734,654 Base Bid  
No alternates are awarded***

2.2        The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Bid Documents.

**ARTICLE 3**

3.1        The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before

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- a. *Completion of Structural Steel/Steel Joists/Metal decking ready to receive Concrete slab on metal deck West Phase 2<sup>ND</sup> floor - 6/26/2001;*
- b. *Completion of Structural Steel/Steel Joists/Metal decking ready to receive Concrete slab on metal deck West Phase 3<sup>rd</sup> floor- 7/03/2001;*
- c. *Completion of Structural Steel/Steel Joists/Metal decking ready to receive Concrete slab on metal deck East Phase 2<sup>ND</sup> floor -7/11/2001;*
- d. *Completion of Structural Steel/Steel Joists/Metal decking ready to receive Concrete slab on metal deck East Phase 3rd floor -7/18/2001*
- e. *Completion of Roof Deck 7/18/2001*
- f. *Substantial Completion for all Bid Package Contracts - 2/01/2002;Completion of all Associates Prepared Punch list Items - 3/8/2002*

following the date set forth in the Notice to Proceed, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.

- 3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed by the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.
- 3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Contract Documents.
- 3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 LIQUIDATED DAMAGES

| <u>Contract Amount</u>                | <u>Dollars Per Day</u> |
|---------------------------------------|------------------------|
| \$1. To \$50,000                      | \$ 150.                |
| More than \$50,000 to \$150,000       | \$ 250.                |
| More than \$150,000 to \$500,000      | \$ 500.                |
| More than \$500,000 to \$2,000,000    | \$1,000                |
| More than \$2,000,000 to \$5,000,000  | \$2,000                |
| More than \$5,000,000 to \$10,000,000 | \$2,500                |
| More than \$10,000,000                | \$3,000                |

ARTICLE 4

- 4.1 This Contract shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Contract Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.
- 4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.
- 4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

ARTICLE 5

- 5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract Documents shall be valid and enforceable unless the Delaware County Auditor first certifies funds are available.

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5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Delaware County Board of Commissioners.

ARTICLE 6

6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract which may be introduced in evidence or used for any other purpose without production of any other counterparts.

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

10:00 AM – Bid Opening for a Consulting Firm to Conduct a Radio Frequency Study for Delaware County

RCC Consultants \$31,354.94

L. Roberts Kimball & Associates \$34,800.00

Spectrum Resources, Inc. no bid

10:15 AM – Bid Opening for a Command, Control and Communications Vehicle

Farber Specialty Vehicles \$31,600.00

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