

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 26, 2002

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

Present: Donald Wuertz, Deborah Martin, James D. Ward

7:00 PM Public Hearing For Consideration Of Request To Vacate A Portion Of An Alley, The South End Of Main Street In Radnor

7:30 PM Final Hearing For Zimmerman Ditch Project

PUBLIC COMMENT

RESOLUTION NO. 02-1086

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBER CMAPR0823:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve payment of warrants in batch number CMAPR0823 and Purchase Orders and Vouchers as listed below:

PO’s

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
RCC Consultants	Radio Frequency Analysis	40211408-5450	\$ 50,000.00
Cradle'n Crayon	Child Care	22411606-5348	\$ 8,000.00
Buckeye Ranch	Residential Treatment	22511607-534234215	\$ 15,000.00
Northwestern Ohio Security	Lightening Damage	60111901-537037030	\$ 5,750.00

Increase

Amisty Reynolds	Child Care	22411606-5348	\$ 8,000.00
Office City	Hayes Building Furniture	40411412-545054015	\$ 7,065.00

Vouchers

Jess Howard	Final - Carnegie Library	40411410-541041003	\$ 3,000.06
Aggressive Mechanical	Final - Carnegie Library	40411410-541041003	\$ 32,947.98
VFP Fire	Final - Carnegie Library	40411410-541041003	\$ 6,923.46
Ben Bro Enterprises	Bldg/Land Rental	10011105-533533502	\$ 14,625.00
American Electric Power	Electric Service	10011105-533833802	\$ 20,836.10
Poggemeyer Design	Affordable Housing Study	23111709-536536509	\$ 7,479.94
Del Co Bd of Disabilities	Board & Care	10011501-5350	\$ 8,750.00
Ohio Dept of Health	BCMH-Crippled Children	10011102-5319	\$ 7,013.50
Family & Children First	Wellness block Grant	22411601-534834835	\$ 6,077.37
Graham Ford	Crown Vic	10031301-545045001	\$ 3,956.00
Graham Ford	Crown Vic	60111901-537037030	\$ 16,994.00
Prudential Group Life	July LTD Premium	60211902-537037010	\$ 5,262.75
Prudential Group Life	June LTD Premium	60211902-537037010	\$ 5,239.45
Newcome Electronic	Cisco Switches - Lightening	601119010-537037030	\$ 20,041.28

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

RESOLUTION NO. 02 -1087

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Emergency Management Agency is requesting that Larry Fisher and Steve Lewis attend an Ohio Digital Government Summit in Columbus, Ohio October 2 & 3, 2002, at the cost of \$255.00

Juvenile Court is requesting that Mary Kay Rogers attend a training for Co-occurring Disorders – Chemical Dependency and Mood Disorders in Columbus, Ohio on October 10, 2002, at a cost of \$80.00

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

RESOLUTION NO. 02-1088

IN THE MATTER OF APPROVING PLAT FOR GOLF VILLAGE SECTION 7, PHASE A:

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

Golf Village Subdivision, Section 7, Phase A.

Situated in the Township of Liberty, County of Delaware, State of Ohio and being part of farm lots 5, 7 and 8 Quarter Township 2, Township 3, Range 19, U. S Military Survey Lands, and being the same tract as conveyed to D & D Real Estate, LLC, as described in deed book 166, page 1199, County Recorder’s Office, Delaware, Ohio. Cost \$135.00

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

RESOLUTION NO. 02-1089

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENTS FOR SCIOTO RESERVE 4, SECTION 9 AND A DRAINAGE IMPROVEMENT SUBDIVIDER AGREEMENT FOR A DITCH SETBACK FOR DENISE RANCK ON THE NE CORNER OF PLUMB ROAD:

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

Scioto Reserve 4, Section 9

SUBDIVIDER’S AGREEMENT

THIS AGREEMENT executed on this 26th day of August, 2002 between **HOMEWOOD CORPORATION** as evidenced by the **SCIOTO RESERVE 4, SECTION 9** Subdivision Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations 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 as shown in the Engineer’s Estimate approved 5/8/02, 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 or agents from 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 actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method 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 year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**

The **SUBDIVIDER** shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading plans and specifications and shall have the authority to execute the plans and specifications and alterations required by the **COUNTY**. The representative shall be replaced by the **SUB- DIVIDER** 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.

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **THIRTY-SEVEN THOUSAND SIX HUNDRED SEVENTY DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent testing laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

Upon the completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workman-ship for a period of **one year**. Said **SUBDIVIDER’S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer’s** satisfaction. All work is to be done in accordance to the **Ohio Department of Transportation Specifications**.

Acceptance of the roads and drainage structures in said subdivision into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his

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approval. The **SUBDIVIDER’S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **SUBDIVIDER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

CONSTRUCTION

The **SUBDIVIDER** shall, within thirty (30) days following the completion of construction and prior to final acceptance, furnish to **Delaware County**, as required, “as built” drawings of the improvements, which plans shall become the property of the **County** and remain in the office of the **Delaware County Engineer**.

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 material incident to said construction of improvements.

The **SUBDIVIDER** shall obtain all other necessary utility services incident to the construction of the 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 **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO**, hereby grants the **SUBDIVIDER** or his agent, the right and privileges to make the improvements stipulated herein.

Drainage Improvements for Ditch Setback for Denise Ranck on the NE Corner of Plumb Road

THIS AGREEMENT made and entered into this 26 day of August by and between the COUNTY OF DELAWARE (acting by and through its BOARD OF COUNTY COMMISSIONERS), hereinafter called the COUNTY, and DENISE RANCK, hereinafter called the SUBDIVIDER, as evidenced by the Plan entitled “Ditch Setback for Denise Ranck on the NE Corner of Plumb Road” which was approved by the County Engineer, hereinafter called the PLAN, is governed by the following considerations, to wit:

- 1) The SUBDIVIDER is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the PLAN, which is a part of this *AGREEMENT*.
- 2) The SUBDIVIDER shall pay the entire cost and expenses of said improvements.
- 3) The SUBDIVIDER is to provide an irrevocable letter of credit or other approved financial warranties in the amount of ONE THOUSAND EIGHT HUNDRED EIGHTY DOLLARS (\$1,880) payable to the BOARD OF COUNTY COMMISSIONERS to insure the faithful performance of this *AGREEMENT* and the completion of all of the said improvements in accordance with the current “*Delaware County Engineering and Surveying Standards for Subdivision Development*” and the current “*Subdivision Regulations of Delaware County, Ohio*”.
- 4) The SUBDIVIDER is to complete all construction to the satisfaction of the COUNTY as evidenced by an approval letter from the Delaware County Engineer.
- 5) The SUBDIVIDER shall hold the COUNTY free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
- 6) The SUBDIVIDER shall perform and complete all said improvements prior to MAY 31, 2003.
- 7) The SUBDIVIDER will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the Delaware County Engineer. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the Ohio Department of Transportation “*Uniform Traffic Control Devices*” and “*Traffic Control for Construction and Maintenance*”/
- 8) The SUBDIVIDER further agrees that any violation of or noncompliance with any of the provisions and stipulations of this *AGREEMENT* shall constitute a breach of contract, and the Delaware County Engineer shall have the right to stop work forthwith and use the surety for the completion of the improvement.
- 9) If the SUBDIVIDER should 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*.
- 10) Upon approval and acceptance of the improvements, the original copy of the PLAN shall become the property of the COUNTY and shall be filed in the office of the Delaware County Engineer.
- 11) In consideration whereof, the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO hereby grants to the SUBDIVIDER or his agent the right and privilege to make the said improvements stipulated herein.

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

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IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR GENOA FARMS SECTION 2:

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

The roadway construction has been completed for the referenced subdivision and, as the results of our recent field review, the County Engineer has determined that minor remedial work will be required during the 2003 construction season.

In accordance with the Subdivider’s Agreement, the County Engineer recommends that the maintenance bond be set at **\$30,200** for the duration of the one year maintenance period. A Bond in that amount is currently in place. We also request approval to return the Bond being held as construction surety to the developer, Dominion Homes

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

RESOLUTION NO. 02-1091

IN THE MATTER OF ACCEPTING PERFORMANCE CONSTRUCTION BONDS FOR GOLF VILLAGE SECTION 7, PHASE A:

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

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. They are now at a point where they would like to file the plat. The County Engineer has, therefore, estimated the remaining construction costs to be **\$86,500**, and a Letter of Credit for that amount is attached to cover the bonding of this project.

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

RESOLUTION NO. 02 -1092

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

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

Permit #	Applicant	Location	Type of Work
U02135	Columbia Gas	Scioto Reserve Section 3-5	Install Gas Main
U02141	Columbus Southern Power	Big Walnut Road	Replace & relocate lines
U02142	Verizon	S. Old State Road	Place Pedestal
U02143	Suburban Natural Gas	Rivers edge, Section 2	Lay Gas Main

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

RESOLUTION NO. 02-1093

IN THE MATTER OF AWARDING BID AND EXECUTING CONTRACT FOR 2002 PAVEMENT MARKING PROGRAM WITH OGLESBY CONSTRUCTION COMPANY OF NORWALK, OHIO;

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

CONTRACT

AGREEMENT, made and entered into this 26th day of August, 2002 by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **OGLESBY CONSTRUCTION**, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of the sum of **ONE THOUSAND SEVEN HUNDRED FORTY-ONE DOLLARS AND EIGHTY CENTS (\$1,771.80)** , based on unit prices on the attached **Bid Blank**, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, all necessary material, labor and equipment required to complete the project known as **Delaware County 2002 Pavement Marking Program, Delaware County, Ohio**, in accordance with plans, drawings, general specifications, Invitation to Bid for same hereto attached; which plans, drawings, general specifications and Invitation to Bid are hereby declared to be a part of this **Contract**.

SAID SECOND PARTY further agrees to furnish said materials and to do the said work and labor promptly, in a good, substantial and workmanship manner, under the direction of the **Delaware County Engineer**. Work is to be completed on or before **October 4, 2002**.

THE SECOND PARTY hereby agrees to hold the **County** free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of said **SECOND PARTY**, his

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sub-contractors, agents or employees.

SECOND PARTY further agrees to pay the **Prevailing Wage Rate** in accordance with **Section 4115 of the Ohio Revised Code** and to furnish the **Delaware County Engineer** a certified copy of the Contractor’s payroll. Contractor is also responsible for providing any changes in the Prevailing Wage rates as furnished by the Delaware County Engineer during the course of this project to any and all Subcontractors employed by the Contractor.

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

RESOLUTION NO. 02-1094

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR MRDD:

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

TRANSFER OF APPROPRIATION		
FROM:	TO:	AMOUNT:
29552501-580 MRDD – Transfers	29552501-520 MRDD - Mat & Sup	\$ 100,000.00

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

RESOLUTION NO. 02-1095

IN THE MATTER OF AUTHORIZING CONTACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE DELAWARE GENERAL HEALTH DISTRICT AS FISCAL AND ADMINISTRATIVE AGENT OF THE DELAWARE COUNTY FAMILY AND CHILDREN FIRST COUNCIL FOR THE WELLNESS PROGRAM:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the agreement as follows

This Contract is made and entered into on the 1st day of July, 2002 between Delaware County Department of Job and Family Services a department of the Delaware County Commissioners, hereinafter referred to as "DCDJFS" and the DELAWARE GENERAL HEALTH DISTRICT as fiscal and administrative agent of the Delaware County Family and Children First Council, hereinafter referred to as "DGHD".

- PURPOSE OF CONTRACT:** The goal of the Wellness Program is to prevent out-of-wedlock births among teens in Delaware County. The purpose of this Contract is to outline the Programmatic and Fiscal relationships between the DCDJFS and DGHD for the implementation of Wellness Services. Services being provided are detailed in the Wellness Program Plan,
- AGREEMENT PERIOD:** This Contract will be effective from July 1, 2002 through June 31, 2003, inclusive, unless otherwise terminated.
- 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.
- FINANCIAL AGREEMENT:** Subject to the terms and conditions set forth in this Contract, the DCDJFS agrees to reimburse the DGHD for actual costs for services outlined in the Wellness Program Plan document. Said reimbursement shall not exceed \$104,762. The payment for services provided by this Contract is contingent upon the availability of funds specifically allocated for the Wellness Program.

The DGHD 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 DGHD 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).
- 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.
- INFORMATION REQUIREMENTS:** The DGHD must provide the DCDJFS with the appropriate

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information necessary to support the county's state and federal Wellness Program administrative requirements. DGHD will provide information necessary to meet the specific fiscal and program requirements contained in the contract. The DCDJFS will provide DGHD with necessary information regarding participants as specified in the Wellness Program Plan document.

7. **SERVICE DELIVERY RECORDS:** The DGHD shall maintain records of services provided to Wellness 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:** DGHD 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 DGHD agrees to repay the DCDJFS the amount entitled.
9. **FINANCIAL RECORDS:** The DGHD 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:** DGHD 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, DGHD 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:** DGHD 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 DGHD.
12. **RESPONSIBILITY OF AUDIT EXCEPTIONS:** DGHD 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 DGHD agrees to reimburse the DCDJFS and the County the amount of any Audit Exception designated by appropriate County, State, Federal and Independent Audit.

13. The DGHD agrees to maintain compliance with state, federal and local regulations which govern the services provided under the Wellness Program. DGHD is also responsible for audit liabilities related to this program and will maintain appropriate records for audit purposes.
14. **SAFEGUARDING OF CLIENT:** DGHD 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 DGHD 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 DGHD 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 Wellness participants appeal and state hearings in accordance with State Regulations. The DGHD 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, judgments, 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, judgments, damages or other demands which are due to the acts or

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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 the Director of the Ohio Department of Job and Family Services (ODJFS) and by designation of the Delaware County Board of Commissioners the DCDJFS is responsible for administration of the Wellness 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 Wellness Funds.
- 19. PERFORMANCE STANDARDS: ODJFS requires that the program include core services which must be incorporated in a plan prepared in conjunction with the Delaware County Family and Children First Council and approved by ODJFS.
- 20. MONITORING AND EVALUATION: DCDJFS and DGHD will monitor the manner in which the terms of the Contract are being carried out, services delivered and evaluated 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:
 - I 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.
 - II 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.
- 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 ODJFS, through the Delaware County Commissioners and the DCDJFS.
- 25. ACCESSIBILITY OF PROGRAM TO HANDICAPPED: The DGHD 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 DGHD 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.

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

RESOLUTION NO. 02-1096

IN THE MATTER OF AUTHORIZING CONTACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE DELAWARE GENERAL HEALTH DISTRICT AS FISCAL AND ADMINISTRATIVE AGENT OF THE DELAWARE COUNTY FAMILY AND CHILDREN FIRST COUNCIL FOR THE HELP ME GROW PROGRAM:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the agreement as follows

This Contract is made and entered into on the 1st day of July, 2002 between Delaware County Department of Job and Family Services a department of the Delaware County Commissioners, hereinafter referred to as "DCDJFS" and the DELAWARE GENERAL HEALTH DISTRICT as fiscal and administrative agent of the Delaware County Family and Children First Council, hereinafter referred to as "DGHD".

- 1 **PURPOSE OF CONTRACT:** The Help Me Grow program includes Welcome Home visits for newborns, Early Start, and Early Intervention services. The purpose of this Contract is to outline the Programmatic and Fiscal relationships between the DCDJFS and DGHD for the implementation of Help Me Grow Services. Services being provided are detailed in the Help Me Grow Program Plan.

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2. **AGREEMENT PERIOD:** This Contract will be effective from July 1, 2002 through June 31, 2003, 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.
4. **FINANCIAL AGREEMENT:** Subject to the terms and conditions set forth in this Contract, the DCDJFS agrees to reimburse the DGHD for actual costs for services outlined in the Help Me Grow Plan document. Said reimbursement shall not exceed \$160,488. The payment for services provided by this Contract is contingent upon the availability of funds specifically allocated for the Help Me Grow Program.

The DGHD 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 DGHD 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 DCDJFS, or Delaware County Board of Commissioners or Delaware County.
6. **INFORMATION REQUIREMENTS:** The DGHD must provide the DCDJFS with the appropriate information necessary to support the county's state and federal Wellness Program administrative requirements. DGHD will provide information necessary to meet the specific fiscal and program requirements contained in the contract. The DCDJFS will provide DGHD with necessary information regarding participants as specified in the Wellness Program Plan document.
7. **SERVICE DELIVERY RECORDS:** The DGHD shall maintain records of services provided to Wellness 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:** DGHD 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 DGHD agrees to repay the DCDJFS the amount entitled.
9. **FINANCIAL RECORDS:** The DGHD 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:** DGHD 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, DGHD 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:** DGHD 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 DGHD.
12. **RESPONSIBILITY OF AUDIT EXCEPTIONS:** DGHD 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 DGHD agrees to reimburse the DCDJFS and the County the amount of any Audit Exception designated by appropriate County, State, Federal and Independent Audit.
13. The DGHD agrees to maintain compliance with state, federal and local regulations which govern the services provided under the Wellness Program. DGHD is also responsible for audit liabilities related to this

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program and will maintain appropriate records for audit purposes.

14. **SAFEGUARDING OF CLIENT:** DGHD 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 DGHD 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 DGHD 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 Wellness participants appeal and state hearings in accordance with State Regulations. The DGHD 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 the Director of the Ohio Department of Job and Family Services (ODJFS) and by designation of the Delaware County Board of Commissioners the DCDJFS is responsible for administration of the Wellness 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 Wellness Funds.
19. **PERFORMANCE STANDARDS:** ODJFS requires that the program include core services which must be incorporated in a plan prepared in conjunction with the Delaware County Family and Children First Council and approved by ODJFS.
20. **MONITORING AND EVALUATION:** DCDJFS and DGHD will monitor the manner in which the terms of the Contract are being carried out, services delivered and evaluated 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:
 - I 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.
 - II 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.
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 ODJFS, through the Delaware County Commissioners and the DCDJFS.
25. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The DGHD 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,

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26. **DRUG-FREE WORKPLACE:** The DGHD 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.

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

RESOLUTION NO. 02-1097

IN THE MATTER OF AUTHORIZING CONTACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND ANGEL HEALTH CARE MANAGEMENT, INC. FOR TRANSPORTATION SERVICES:

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

This contract made and entered into June 27, 2002 by and between the Delaware County Department of Job and Family Services (DCDJFS) and the Angel Health Care Management, Inc. (Provider).

1. **PURCHASE OF SERVICES:** Subject to terms and conditions set forth in this contract and the attached exhibits, DCDJFS agrees to purchase for, and the provider agrees to furnish to, referred individuals the specific transportation services detailed in this agreement.
2. **CONTRACT PERIOD:** This contract will be effective from July 1, 2002 through December 31, 2002 inclusive unless otherwise terminated.
3. **AVAILABILITY OF FUNDS:** Payments for all services provided in accordance with the provisions of this contract are contingent upon the availability of state, federal, and local funding as determined by the DCDJFS.
4. **COST AND DELIVERY OF PURCHASED SERVICES:** The amount to be paid for such services will be based on the following criteria established by DCDJFS. The rate of charge shall be as follows:
- | | <u>2002 rate</u> | <u>2003 rate</u> |
|----------------------------|------------------|------------------|
| Loaded mile (no lift) | \$1.55 | \$1.75 |
| Loaded mile (lift) | \$1.80 | \$2.00 |
| waiting 15 minutes or more | \$7.00/hour | \$7.00/hour |

Provider shall submit to DCDJFS a monthly report of persons served, dates and hours of service provided, and required verifications.

The total amount of this contract shall not exceed \$10,000.

5. **REFERRAL AND MONITORING PROCEDURES:** See Exhibit.
6. **PAYMENT FOR PURCHASED SERVICES:** Provider will, within thirty days of the end of each month, submit an invoice to the DCDJFS covering purchased services rendered to eligible individuals. Such invoices shall include monthly actual expenditures, the names of persons served, number of units, and amount claimed based on the negotiated contract for each service covered in the contract and required provider verifications. The DCDJFS will review such invoice for completeness and any information necessary before making payment within thirty days after receipt of an accurate invoice. The reported expenditures submitted are subject to adjustment by the DCDJFS before such payment is made in order to adjust the mathematical errors, incorrect rates, or non-covered services, and the reported expenditures are subject to audit by appropriate state or federal officials. All services will be reimbursed at one hundred percent of the correct invoice total.
- DCDJFS shall not require or pay any administrative costs from fees, or other charges from a provider of services, as a condition or provision of the contract for the purchase of services.
7. **INDEPENDENT CONTRACTORS:** Angel Health Care Management, Inc., it's agents, and employees will act in performance of this contract as independent contractors, and not as officers, employees, or agents of the State of Ohio or the DCDJFS.
8. **DUPLICATE BILLING:** Provider warrants that claims made to DCDJFS for payment for purchased services shall be actual services rendered to eligible individuals and will not duplicate claims made by provider to other sources of funds for the same services.
9. **FINANCIAL RECORDS:** The Provider shall maintain independent books, records, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such reports shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.

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10. **AVAILABILITY AND RETENTION OF RECORDS:** Provider shall maintain and preserve all financial records related to this contract, including any other documentation used in the administration of the program, in its possession for a period of six years from the date of the submission of DCDJFS's final expenditure report, and/or will assure that maintenance of such for a like period of time in the possession of any third party performing work related to this contract, unless otherwise directed by the DCDJFS.

If any litigation, claim, negotiation, audit, or other act involving the records has been started before the expiration of the six year period, the provider shall retain the records until completion of the action and all issues which arise from it or until the end of the six year period, whichever is later.
11. **RESPONSIBILITY FOR AUDIT EXCEPTIONS:** Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to provision of the provider contract.

(A) The provider agrees to pay the DCDJFS the full amount of payment received for duplicate billing, erroneous billing, deceptive claim, or falsification.

(B) As used in this section "deceptive" means: knowingly deceiving another or causing another to be deceived, by a fake or misleading representation, by withholding information, by preventing another from acquiring information, or by any other act, conduct, or omission which created, confirms, or perpetuates a fake impression in another, including a fake impression as to law, value, state of mind or other objective or subjective fact.
12. **SAFE GUARDING OF CLIENT:** Provider agrees that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the DCDJFS or providers responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian,
13. **CIVIL RIGHTS:** DCDJFS and Provider agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.
14. **INDEMNITY AND INSURANCE**
 - a. **INDEMNITY:** Provider agrees that it will at all times during the existence of this contract, indemnify and save harmless the DCDJFS, the Ohio Department of Job and Family Services, and the Delaware County Board of Commissioners 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 reasonably foreseeable torts which would cause injury or death,
15. **TERMINATION:** This contract shall terminate automatically if the Provider fails to meet all licensing requirements imposed by law or insurance requirements imposed by this contract. This contract may also be terminated on the basis of adverse finding in an audit or at anytime upon thirty days written notice by either party.
16. **PUBLICITY:** In any publicity release or other public reference including media release, information pamphlets, etc., on the services provided under this agreement, it will be clearly stated that the project is in part funded under Title XIX through federal and state reimbursement.
17. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The Provider agrees as a condition of the contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.
18. **AMENDMENT OF CONTRACT:** This contract may be amended at anytime by a written amendment signed by both parties. Reasons for amendment may include, but are necessarily limited to, the following:
 - A. The quality and extent of purchased services furnished by provider has been reduced or improved.

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- B. The maximum unit rate has varied significantly from actual cost.
- C .The Provider fails to meet the necessary state and federal licensing requirements.
19. LIMITATIONS ON CHARGES PER PERSON AND MILEAGE:
- (A) CHARGES PER PERSON: The Provider shall not duplicate the charge in the event that more than rider would be utilizing the vehicle at the same time. The unit rate per hour charge would be applied for the total number of hours for which service was provided.
20. RESOLUTION OF DISAGREEMENT: The DCDJFS and the Provider agree to the following hierarchy in resolving disagreements related to this contract:
- Level I Supervisor/Cab Company Operator
Level II DCDJFS Director/Cab Company Operator
21. GENERAL CONDITIONS: Changes in schedule shall be provided with as much advance notice as possible. Pick up may be canceled with a one-half day notice. Drivers will provide assistance to rider as agreed to in referral schedule.
22. MERGER OF BID DOCUMENTS: Provider agrees that the bid specifications prepared by the DCDJFS and the Provider’s response and attached documentation are a part of this contract and are incorporated herein by this reference as is fully written herein.

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

RESOLUTION NO. 02-1098

IN THE MATTER OF AUTHORIZING CONTACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND GESTALT ASSOCIATES FOR COUNSELING SERVICES:

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

By and between Delaware County Department of Job and Family Services, hereinafter referred to as the Department and Gestalt Associates, hereinafter referred to as the Provider, for the patient.

- I. The Department hereby agrees to pay the Provider the following amount per session, with the understanding that these Individual Counseling sessions are in addition to those previously agreed to by contract dated November 2, 2001.
- | | |
|-----------------------|---|
| Individual Counseling | \$100.00/session X 52 sessions = \$5,200.00 |
| Psychiatric Sessions | \$160.00/session X 12 sessions = \$1,920.00 |
| Total for 12 Months | = \$7,120.00 |
2. The Provider will provide a written evaluation of the patient’s goals and progress Towards these goals, and any further treatment recommendations on a quarterly basis while receiving treatment. The Department reserves the right to make the final decision on any payment for continuation of treatment beyond this Agreement
3. The Department will not pay for any team consultations. It is expected that the fee described above includes consultation.
4. Every 60 days, there will be a consultation between the therapist and the Social Worker at no charge to the Department.
5. There will be no case management services.
6. If the patient is not able to keep his appointment, the Department MUST notify the Provider 24 hours in advance or be charged for the appointment time.
- 7 “NO SHOWS” will be charged for the appointment time.
- 8 The Department will be responsible for any missed appointment times.
9. This Contract is subject to change if there is a change in the current custodial arrangement. The Provider will be given a 30-day notice prior to change or termination so the therapeutic relationship can be brought to a close.
10. The Provider understands and agrees that payment for all services provided in accordance with the

2. The sessions will continue for twelve months. The Provider will provide a written evaluation on the client's goals and progress towards these goals, and any further treatment recommendations on a quarterly basis.
3. The Department will not pay for any team consultations. It is expected that the fee described above includes consultation
4. Every 60 days, there will be a consultation between the therapist and the Social Worker at no charge to the Provider.
5. There will be no case management services.

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- 6. If the clients are not able to keep their appointment, the Department MUST notify the Provider 24 hours in advance or be charged for the appointment time.
- 7. "NO SHOWS" will be charged for the appointment time.
- 8. The Department will be responsible for missed appointments.
- 9. This contract is subject to change if there is a change in the current custodial arrangement. The Provider will be given a 30 day notice prior to change or termination so the therapeutic relationship can be brought to a close.
- 10. The Provider understands and agrees that payment for all services provided in accordance with the provisions of this Agreement depends upon the availability of County, State, and Federal Funds.
- 11. The Provider agrees to submit an invoice to the Department monthly. The Department agrees to review the invoices and authorize, with adjustments, if needed, reimbursement for services provided within 15 working days of receipt of invoice. In the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this Agreement, such changes or termination for this reason will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.
- 12. The Provider agrees that the use or disclosure of any information by the Provider concerning recipients for any purpose not directly connected to delivery of purchased services is prohibited.
- 13. The Provider understands and agrees that this written Agreement supercedes all oral agreements.
- 14. The Provider agrees to hold harmless the Department, the Delaware County Board of County Commissioners, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.
- 15. The Provider agrees to maintain compliance with the state, federal, and local regulations which govern the provisions of this service.
- 16. The Department and Provider agree that in the performance of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that the Provider will fully 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 serviced under this Agreement.
- 17. In the event the Provider receives an overpayment, the Provider agrees to repay the Department the amount to which he/she was not entitled.
- 18. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in a 30 day notice of termination of this Agreement. If any of the terms of this Agreement change, the Provider or the Department must notify the other party immediately.

This contract will commence on July 1, 2002 and will be in effect until June 30, 2003.

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

RESOLUTION NO. 02-1100

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDER DONNA FRY:

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

Child Care		Basic Rates Per Hour
Donna Fry 8654 Smokey Road Radnor, Ohio 43066	Infant	\$ 2.05
	Toddler	\$ 2.05
	Preschool	\$ 1.90
	Schoolage	\$ 1.90

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

RESOLUTION NO. 02-1101

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
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IN THE MATTER OF AUTHORIZING CONTACT BETWEEN THE DELAWARE COUNTY
COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND VILA ANGELA:

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

LETTER OF UNDERSTANDING

The parties herein enter into this Letter of Understanding as of 6/12/01.

The parties are Delaware County Department of Job and Family Services as payer (address: 140 North Sandusky Street, Delaware, OH 43015), hereinafter referred to as “DCDJFS” and Villa Angela (address: 5700 Karl Rd., Columbus, OH 43229 hereinafter referred to as “Provider.”

ARTICLE I
STATEMENT OF PURPOSE
Statement of Purpose

Whereas, DCDJFS is the public agency responsible for the care and protection of dependent, neglected and abused children and unruly youth.

Whereas, Provider is a private agency, or proprietary organization incorporated under the laws of the State of Ohio.

Whereas, Provider is engaged in furnishing Nursing Home Care.

Whereas, DCDJFS is authorized under the Statutes of the State of Ohio to provide care and services which it deems to be in the best interest of any child who needs, or is likely to need public care and services.

Whereas, DCDJFS wishes to purchase Nursing Home Care from Provider.

NOW, THEREFORE, in consideration of the mutual understandings and responsibilities set forth herein, DCDJFS and Provider agree as follows:

ARTICLE II
RESPONSIBILITIES OF PROVIDER

II. Responsibilities of Provider

A. Indemnity and Insurance

Indemnity: Provider agrees that it will at all times during the existence of this Letter of Understanding indemnify and save harmless DCDJFS against any and all liability, loss, damages and/or related expenses incurred through the provision of services under this Letter.

Insurance: Provider agrees to contract for such insurance, as is reasonably necessary to adequately secure the person and/or estates of DCDJFS consumers serviced by the Provider against reasonable foreseeable torts, which could cause injury or death as a result of its services

B. Civil Rights and Equal Employment Opportunity

Provider guarantees compliance with Title VI of the Civil Rights Act of 1964 and certifies that no qualified recipient shall be denied services or be subjected to discrimination because of any factor or condition such as creed or belief, sex, handicap, social or ethnic background, environment or social conditions.

Provider agrees that all applicants for, or recipients of, social services under this Letter have the right to make a complaint or file a grievance with the appropriate DCDJFS service worker or case manager should any adverse action be proposed or taken on their request for such services. Provider also agrees and certifies that goods and/or services shall be provided without discriminatory employment practices based on any factor or condition as referenced above.

C. Maintenance of Independent Contractor Status

It is agreed that nothing contained herein is intended or should be construed in any manner creating or establishing the relationship of co-partners between the parties hereto, or as constituting the Provider or the Provider’s employees as the agent, representative or employee of DCDJFS.

Except as otherwise provided herein, Provider shall maintain in all respects its present control and autonomy with respect to the methods, times, means and personnel for furnishing purchased services to eligible

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children as defined herein.

ARTICLE III
STATEMENTS ABOUT THE RELATIONSHIP

III. Statements about the Relationship

A. Target Population

DCDJFS reimbursement for services is limited to the following target group:

DCDJFS children needing nursing home care

B. Costs and Units

SERVICES	UNIT DEFINITIONS	COSTS
Nursing Home Care	1 Day	\$325.00

Set Minimums: N.A.

Set Maximums: N.A.

B. Liaison and Referral Arrangements

1. Provider Liaison
James Griffiths, C. O. O.

2. DCDJFS Liaison
Assigned Placement Services worker

C. Billing Procedure

Room and board are billed in advance. Bills are due upon receipt and shall be processed for payment within 15 days of receipt. Payment shall be made to: Villa Angela, 5700 Karl Rd., Columbus, OH 43229.

If the resident should leave prior to the end of the month for which payment has been made, the payment for the remaining days in the month shall be refunded. Such refund shall be made within 15 days of the resident leaving. Refund payments shall be made to: Delaware County Department of Job and Family Services, 140 N. Sandusky Street, Delaware, OH 43015.

D. Confidentiality

Provider agrees that the use or disclosure by any party of any information concerning DCDJFS children and families served for any purpose not directly related with the administration of DCDJFS's or Provider's responsibilities with respect to purchased services is prohibited except upon the written consent of the parent or responsible guardian.

DCDJFS agrees that any release or use of Provider Agency's client information will be handled in a confidential manner and information will not be shared with a third party without the client's written consent.

E. Provider Staff Requirements

Applicable to Staff Who Work Directly With Children:

Provider will maintain and furnish for DCDJFS review, written, detailed policies and procedures regarding staff recruitment practices, screening procedures, reference and police checks and training methods. Staff who transport children must have a current valid driver's license and, if using their own private vehicle, automotive liability insurance. Providers are otherwise required to have said automotive insurance for agency.

F. Volunteer Service Requirements

Applicable to Volunteers Who Work Directly With Children:

Provider will maintain and furnish for DCDJFS review, written, detailed policies and procedures regarding volunteer recruitment practices, screening procedures, reference and police checks and training methods. Volunteers who transport children must have a current valid driver's license and, if using their own private vehicle, automotive liability insurance. Providers are otherwise required to have said automotive insurance for agency cars. Volunteers must have regular supervision by Provider's paid staff including a minimum of one supervisory conference per month, plus daily availability for volunteer phone contact.

G. 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. Provider further

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agrees to pay DCDJFS the full amount of incorrect reimbursements pursuant to Rule 5102: 2-31-07 (A)(17). The obligations of the service provider set forth therein are hereby incorporated by the reference into this Agreement as though fully set forth herein. Nothing in this Agreement shall be construed as releasing, reducing, or limiting the obligations of the service provider as set forth in that rule

ARTICLE IV
STATEMENT OF UNDERSTANDING

IV. Statement of Understanding

A. Effective Date

This letter of Understanding is effective from June 12, 2002 through June 30, 2003.

B. Records

All records relative to this Letter of Understanding including IRF's, Service Plans, invoices, etc. shall be retained for five (5) years.

The Provider shall maintain such books, records, payrolls, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Letter of Understanding. Such records, which are directly pertinent to this Letter of Understanding shall be subject, at a prearranged time, for inspection, review, or audit by designated DCDJFS personnel.

C. Revisions and Termination

This Letter of Understanding is subject to review, renegotiation, expansion, reaffirmation, or cancellation on June 30, 2003.

EXHIBIT A
NURSING HOME CARE SERVICES
LETTER OF UNDERSTANDING

Statements About the Relationship

A. Costs and Units

The definition of a unit of service is one day per child. Payment will be made for the day of entry of the child into the purchase care facility and for subsequent days of care.

B. Medical Procedure

Medical expenses of children with Medicaid coverage will be billed by the Provider directly to the State Medical Assistance Program. Medical expenses of children covered by parental medical insurance will be billed by the medical vendor directly to the insurance holder, if appropriate. Bills that require filing by the insured parent will be conveyed to the parent by the DCDJFS caseworker to see that any balance not paid by the insurance is paid by the parent or DCDJFS. Medical expenses covered by none of the above will be the financial responsibility of DCDJFS.

On new admissions, as soon as possible, the DCDJFS caseworker will notify the Provider if the child is, or will be, covered by Medicaid, parental insurance, including specific coverage, or DCDJFS responsibility.

The Letter may be amended, terminated, or suspended at any time with thirty (30) days notice upon the express, written notification of either party for the following reasons: level of funding decreases or terminates, default, failure of Provider or DCDJFS to comply with terms of this Agreement, extensions of Letter, modifications in interagency procedures, or other reasons. The fees agreed to within the Letter of Understanding are not subject to renegotiation during the term of this Letter of Understanding.

C. Review

Provider agrees to participate with DCDJFS in reviewing and monitoring service delivery relative to compliance with the terms of this Letter including referral procedures, billing, costs, service program provisions and other related matters. Such reviews shall occur at periodic intervals and prior to the final effective termination date. Results shall be shared in writing and verbally with the Provider.

D. Conclusion

It is understood and agreed that the entire understanding of the two parties is contained herein and that this Letter of Understanding supersedes any, and all oral agreements and negotiations between the parties relating to the subject matter hereof. All items incorporated by reference are attached and are deemed to be a part of this Letter of Understanding.

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

RESOLUTION NO. 02-1102

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
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IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE DEPARTMENT
OF JOBS AND FAMILY SERVICES:

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

TRANSFER OF APPROPRIATION						
FROM:		TO:		AMOUNT:		
22411604-500		22411604-530		\$ 10,000.00		
JFS/Child Protective – Salaries		JFS/Child Protective - Srvs & Chrgs				
22411604-510		22411604-530		\$ 3,000.00		
JFS/Child Protective – Benefits		JFS/Child Protective - Srvs & Chrgs				
22411605-540		22411605-520		\$ 9,000.00		
JFS/Admin – Equip		JFS/Admin - Mat & Sup				
Vote on Motion	Mrs. Martin	Aye	Mr. Wuertz	Aye	Mr. Ward	Aye

RESOLUTION NO. 02-1103

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

- Ben Burger, Paramedic, is moving from a part-time employee to a full-time employee; effective date August 26, 2002.
- Mike Schuiling, Paramedic, is moving from a part-time employee to a full-time employee; effective date August 26, 2002.
- Jody Fortney, Paramedic, is moving from a part-time employee to a full-time employee; effective date August 26, 2002.
- Angelique Youngblood has accepted the position of TCO I with the 911 Department, Effective date of September 9, 2002.
- Charles Hammond is being promoted from Custodian to Water Reclamation Operator with the Alum Creek Water Reclamation Facility, effective date is September 2, 2002.
- | | | | | | | |
|----------------|-------------|-----|------------|-----|----------|-----|
| Vote on Motion | Mrs. Martin | Aye | Mr. Wuertz | Aye | Mr. Ward | Aye |
|----------------|-------------|-----|------------|-----|----------|-----|

RESOLUTION NO. 02-1104

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE RECORDS
CENTER:

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

TRANSFER OF APPROPRIATION						
FROM:		TO:		AMOUNT:		
10011102-590		10011103-520		\$ 6,000.00		
Gen Fund/Comm - Contingency		Gen Fund/Records Center - Mat & Sup				
Vote on Motion	Mr. Ward	Aye	Mrs. Martin	Aye	Mr. Wuertz	Aye

RESOLUTION NO. 02-1105

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR
ESTATES OF GLEN OAK SECTION 1, PHASES A AND B; BISHOPSGATE CONDOMINIUM; AND
BIG WALNUT ANIMAL CARE CENTER:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve sanitary sewer plans as listed above for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 02-1106

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR NORTH ORANGE SECTION 1, PHASE 2, PART A:

It was moved by Mrs. Martin, seconded by Mr. Ward to accept the following Sanitary Subdivider’s Agreement:

North Orange Section 1 Phase 2, Part A

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 26^h day of August 2002, by and between **PLANNED COMMUNITIES** , as evidenced by the NORTH ORANGE SECTION 1, PHASE 2, PART A 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 (\$399,752.00) 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 from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$24,000.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$60.00
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 a re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a 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 rights-of -way 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:

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

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

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

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

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

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

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

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

RESOLUTION NO. 02-1107

IN THE MATTER OF APPROVING CONTRACT WITH MALCOLM PIMIE TO PREPARE A
WASTEWATER RESIDUALS MASTER PLAN:

It was moved by Mr. Ward, and seconded by Mrs. Martin to approve the contract:

Contract available for review at Commissioner's office until no longer of administrative use.

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

RESOLUTION NO. 02-1108

IN THE MATTER OF APPROVING CONTRACT WITH PLANNED COMMUNITIES FOR
SANITARY SEWER OFF-SITE CONSTRUCTION:

It was moved by Mrs. Martin, and seconded by Mr. Ward to approve the contract:

THIS AGREEMENT, by and between PLANNED COMMUNITIES, L.L.C., or its designee (hereinafter referred to as "Owner") and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio (hereinafter referred to as "County"), by Resolution No. _____, adopted by the County on the 26 day of August 2002, is hereby made and entered into this _____ day of _____, _____.

WHEREAS, Owner owns certain real property identified on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Owner desires to construct certain sanitary sewer improvements (hereinafter referred to as "Improvements"), to improve the County sanitary sewer system to enable the system to accommodate sanitary sewer services to Owner's property and to other property, also identified on Exhibit A, in the area in which Owner's property is located; and

WHEREAS, both parties desire to set forth the terms for the construction of said Improvements, and the purchase of said services, and the reimbursement to Owner for the cost of the portion of the Improvements attributable to properties other than Owner's,

NOW, THEREFORE, in consideration of mutual promises and covenants each to the Other made, and in consideration of other good and valuable consideration, the parties do hereby promise, covenant and agree that:

Section 1. General Agreement

1.01 Owner as the owner of certain real property set forth on Exhibit A attached hereto and incorporated herein

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and incorporated herein by reference, agrees to pay for and construct the sanitary sewer Improvements set forth and described on Exhibit B attached hereto and incorporated herein by reference, as may be necessary to enable the sanitary sewer system to service Owner's property (consisting of approximately 341.5 acres and identified on Exhibit A) and other property in the area of Owner's property. Thereupon, Owner shall be entitled to and the County agrees to a credit against capacity fees in reimbursement for the provision of excess capacity in said Improvements, all as hereafter set forth.

Section 2. Obligations of Owner

- 2.01 Owner shall pay for and construct all Improvements as set forth on Exhibit B attached hereto and incorporated herein in compliance with the approved engineering drawings and specifications for the Improvements. Owner shall pay the entire cost and expense of said Improvements, subject to its right to credits and certain reimbursements as set forth below.

- 2.02 Not used.

- 2.03 The Owner shall indemnify and save harmless the County and all of its officials, employees or agents from 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 subcontractor, or from any material, method or explosives used in said work or by or on account of any accident caused by negligence or any other act or omission of any entity employed by Owner to construct the Improvements.

- 2.04 All public improvement construction shall be performed within eighteen (18) months from the date of this Agreement, but extension(s) of time may be granted if approved by the County Commissioners in the exercise of their sole discretion.

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

- 2.06 It is further agreed that upon execution of Exhibit C, the Owner shall deposit with Delaware County Sanitary Engineer the sum reasonably estimated by the Delaware County Sanitary Engineer to be necessary to pay the cost of inspections of the Improvements by the Delaware County Sanitary Engineer (the "Estimated Inspection Fees"). The rate used for determining the Estimated Inspection Fees and the actual inspection fees will be set forth in Exhibit C. The County Sanitary Engineer shall in his sole discretion inspect, as necessary, the Improvements being installed or constructed by the Owner 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 a result of charges against the same at the rate(s) set forth in the Exhibit C, is depleted to a level less than \$1000.00, the Owner shall make an additional deposit of \$1000.00 to said fund. On completion of all Improvements provided herein and acceptance of same by the County, any unused portion of the inspection fund shall be repaid to the Owner.

- 2.07 The Owner, for a period of five (5) years 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.

- 2.08 The Owner shall obtain all other necessary utility services incident to the construction of the Improvements and for their continued operation. The Owner shall be responsible for all utility charges and installation costs. The utility charges shall be paid by the Owner and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County. The Owner shall not be responsible for user charges for such utility services provided after the acceptance by the County.

Section 3. Obligations of the County

- 3.01 The County shall permit the Owner, pursuant to the terms of this Agreement, to tap into and extend its sanitary sewer services, and to cause the Improvements to be constructed, as set forth on Exhibit B as attached hereto. No additional fees, charges, or surcharges shall be levied upon the Owner, except as set forth in this Agreement. Reimbursement to the Owner as provided herein shall relate only to the Improvements and to the cost of extending sanitary sewer service to the Owner's property.

- 3.02 The Improvements consist of 2,800' of new 24" sanitary sewer.

- 3.03 Interceptor across the Syrkin and Planned Communities property.

- 3.04 All easements necessary for the construction of the Improvements.

- 3.05 Owner shall be responsible for securing the same.

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- 3.06 The County reserves the right, during construction and thereafter, to permit connection of adjoining properties to this sanitary sewer system, but only to the extent provided for below.
- 3.07 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 ownership operations and maintenance of the same.

Section 4. Calculation of Capacity and Reimbursement

- 4.01 Prior to the commencement of any construction the Owner must submit and receive the County's approval of engineering plans for the Improvements. The Owner and the County agree that the capacity necessary to service the Owner's property and the additional area to be served by the Improvements are as set forth in this paragraph. The capacity of the Improvements shall be allocated based upon the Owner's Property representing 341.5 acres and the total service area of the Improvements representing 1,163 acres.

The Improvements must be completed prior to construction of any structures requiring sewer services on the Properties.

- 4.02 After completion of construction of the Improvements, the total Construction cost for all Improvements shall thereafter be calculated, including 28% for interest on the construction cost and all engineering design costs. With respect thereto, Owner shall within thirty (30) days following the completion of construction, furnish to the County an itemized statement showing the cost of said Improvements and an Affidavit that all material and labor costs have been paid. The Owner shall indemnify and hold harmless the County from expenses or claims for labor or materials incident to said 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. Owner shall provide a five-(5) year maintenance bond, in an amount equal to ten (10) percent of the cost of construction of the Improvements, to secure its obligation to comply with County's requirement that Owner be responsible for all maintenance associated with the Improvements for five (5) years after their acceptance by the County.
- 4.03 Based upon the cost of the Improvements, Owner shall be reimbursed, initially in tap fee credits the cost of the Improvements. The reimbursement to Owner shall be in an amount equal to 100% of the Cost of the Improvements, and shall be reimbursed to Owner in tap fee credits, at the rate of \$5,900.00 per single family equivalent. As each phase of the project is developed the Owner will pay a surcharge based upon the Cost of the Improvements divided by 3,489 residential units equivalent times the number of residential units in that phase.

Section 5. Breach

The Owner 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.

Section 6. Assignment

Each party hereto may assign, sublet, or transfer its interest in this Agreement with the prior written consent of the other which consent shall not be unreasonably withheld.

Section 7. Enforceability

If any portion of this Agreement proves to be invalid or unconstitutional, the same shall not be held to invalidate or impair the validity, force, or effect of any other portion of this Agreement unless it clearly appears that such other portion is wholly or necessarily dependent for its operation on the portion so held invalid or unconstitutional.

Section 8. Binding Effect

Each party to this Agreement, their successors and assigns have bound themselves to this Agreement.

Section 9. Waiver of Breach

The waiver by either of a breach or violation of any provisions of this Agreement shall not operate or be construed to be a waiver of any subsequent breach thereof.

Section 10. Entire Agreement Modification

This Agreement contains the entire agreement of the parties. It may not be modified orally, but only by agreement in writing by all parties.

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

RESOLUTION NO. 02-1109

IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF THE 2003 RECYCLE, OHIO GRANT APPLICATION:

It was moved by Mr. Ward, seconded by Mrs. Martin to submit the Recycle Ohio grant as presented.

Grant available for review at the Commissioner’s office until no longer of administrative use.

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

RESOLUTION NO. 02-1110

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

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

SUPPLEMENTAL APPROPRIATIONS		
FUND NUMBER:	FUND NAME:	AMOUNT:
24820101-580	Title Administration - Transfers	\$ 65,500.00
27026309-530	Americorp Grant - Srvs & Chrgs	\$ 7,650.73
27026309-580	Americorp Grant - Transfers	\$ 1,500.00
TRANSFER OF APPROPRIATION		
FROM:	TO:	AMOUNT:
10020201-520	10020201-540	\$ 2.00
Gen Fund/Clerk of Courts - Mat & Sup	Gen Fund/Clerk of Courts - Equip	
21511310-530	21511310-520	\$ 1,500.00
EMA/WMD Training - Srvs & Chrgs	EMA/WMD Training - Mat & Sup	
25222203-540	25222203-520	\$ 8,000.00
Common Pleas Special - Equip	Common Pleas - Mat & Sup	
TRANSFER OF FUNDS		
FROM:	TO:	AMOUNT:
27026309-5850	26726306-4650	\$ 1,500.00
Americorp Grant - Transfers	Juvenile Care & Custody Grant - Transfer-in	

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

RESOLUTION NO. 02-1111

7:00 PM PUBLIC HEARING FOR CONSIDERATION OF REQUEST TO VACATE A PORTION OF AN ALLEY, THE SOUTH END OF MAIN STREET IN RADNOR:

It was moved by Mrs. Martin, seconded by Mr. Ward to open the Hearing at 7:05PM.

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

RESOLUTION NO. 02-1112

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF REQUEST TO VACATE A PORTION OF AN ALLEY, THE SOUTH END OF MAIN STREET IN RADNOR:

It was moved by Mr. Ward, seconded by Mrs. Martin to close the Hearing at 7:10PM.

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

RESOLUTION NO. 02-1113

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IN THE MATTER OF PETITION TO VACATE A PORTION OF AN ALLEY IN FRONT OF LOTS 1 AND 2 AT THE SOUTH END OF MAIN STREET IN THE VILLAGE OF RADNOR:

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

WHEREAS, a petition signed by at least twelve freeholders of Delaware County residing in the vicinity of South Main Street in the Village of Radnor pursuant to section 5553.04 of the Ohio Revised Code was filed with the Delaware County Commissioners on July 11, 2002.

WHEREAS, the petition requests that 16.25 feet of road right-of-way be vacated as described below:

Situated in the township of Radnor, County of Delaware, State of Ohio, being part of main Street in the village of Radnor, as described in Deed Book 12, page 124 and being more particularly described as follows:

Beginning at an iron bar set at the southeast corner of said Lot 1, being on the west right-of-way line of Main Street, also being on the north line of a 25.81 acre tract now or formerly owned by Radnor Road Farms, Ltd., as described in Deed Book 640, Page 652;

Thence along the east line of said Lot 1, and along the east line of said Lot 2, and along the east line of Lot 3 in the Village of Radnor, as described in Deed Book 12, page 124, also being the said west right-of-way line of Main Street North 10° 50’ 31” West 215.12 feet to an iron bar set (passing on iron bar set at 175.12 feet);

Thence North 79° 34’ 44” East 16.25 feet to an iron bar set;

Thence South 10 50’ 31” East 223.59 feet to an iron bar set, being on the said north line of the 25.81 acre tract;

Thence along the said north line of he 25.81 acre tract North 72° 59’ 20” West 18.38 feet to the Point of Beginning;

Containing 0.082 acres;

Subject to all easements, restrictions and rights-of-way, if any, of record

Whereas, the county commissioners viewed the location of the proposed vacation on 5th day of August, 2002, at 1:30 PM;

Whereas, the Board of County Commissioners held a Public Hearing on the 26st day of August, 2002, at 7:00 PM, and at that hearing the Board found the vacation would serve the public convenience and welfare;

Now therefore Be it Resolved, the 0.082 acres as described above shall be vacated. The vacated portion of this road right of way shall pass in fee to the Ms. Suzanne Davis and Roy and Marsha Plymale as provided by law. The Delaware County Engineer shall cause an accurate survey and map to be made and filed with this board.

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

RESOLUTION NO. 02-1114

7:30 PM FINAL HEARING FOR ZIMMERMAN DITCH PROJECT:

It was moved by Mr. Ward, seconded by Mrs. Martin to open the Hearing at 7:33PM.

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

RESOLUTION NO. 02-1115

IN THE MATTER OF CLOSING THE PUBLIC HEARING TO ADDRESS THE ZIMMERMAN DITCH PROJECT:

It was moved by Mrs. Martin, seconded by Mr. Ward to close the Hearing at 8:45PM.

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

RESOLUTION NO. 02-1116

IN THE MATTER OF COMMISSIONERS’ FINDING AFFIRMING ORDER, CONFIRMING THE ASSESSMENTS, AND ORDERING THE LETTING OF THE CONTRACTS:

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

In The Matter Of The Zimmerman Ditch Petition Filed By Thomas Zimmerman On April 4, 2000.

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WHEREAS, this being the day fixed by said Board in the order dated the 26th day of August 2002, for the final hearing on the Reports, Plans, and Schedules of the County engineer, on the estimated assessments, on claims for compensation or damages and on the proceedings for the improvement.

WHEREAS, The Board finds that due and legal notice of this final hearing has been given as required by law; and

WHEREAS, The Board has heard all the evidence offered in the proceedings and received and considered all the schedules, plans, and reports filed by the County Engineer:

WHEREAS, this Board has considered the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, etc.;

THEREFORE BE IT RESOLVED, that the Board herby approves the maps, profiles, plans, schedules and reports for prepared by the Delaware County Engineer, and

FURTHER BE IT RESOLVED, That once the water shed is confirmed, the Delaware County Engineer’s estimated assessments are hereby approved and confirmed, and the Engineer is ordered to receive bids for the construction of the improvement, and

FURTHER BE IT RESOLVED, That county general funds be used to pay for the improvement, and that five years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited, to pay the assessments that may be made for the improvement, and no interest shall be charged on the installments, and

FURTHER BE IT RESOLVED, The County Engineer is hereby directed to prepare the necessary bid documents and legal advertisements; and

FURTHER BE IT RESOLVED, That the County Engineer be and he is hereby directed to give at least two weeks public notice as required by law of the time when and the place where bids will be received for furnishing any material for the improvement, or for the construction of the improvement, or any part thereof, and in case manufactured material is required for the construction of the improvement, the County Engineer is hereby directed to send copies of the notice by mail to dealers and manufacturers and all bids shall be received at the office of he Delaware County Engineer, 50 Channing Street, Delaware, Ohio.

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

RESOLUTION NO. 02-1117

IN THE MATTER OF APPROVING THE BID OPENING DATE AND TIME FOR MATERIAL FOR THE IMPROVEMENT, OR FOR THE CONSTRUCTION OF THE IMPROVEMENT OF THE ZIMMERMAN DITCH:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve September 16, 2002 at 10:00am (50 Channing Street) as the bid opening date and time for material for the improvement, or for the construction of the improvement of the Zimmerman ditch:

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

There being no further business the meeting adjourned.

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Deborah B. Martin

James D. Ward

Donald E. Wuertz

Letha George, Clerk to the Commissioners