

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 28, 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 Ward

RESOLUTION NO. 02-152

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL MATTERS:

It was moved by Mr. Ward, seconded by Mrs. Martin to adjourn into Executive Session at 8:30AM.

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

RESOLUTION NO. 02-153

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Martin, seconded by Mr. Ward to adjourn out of Executive Session at 8:45AM.

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

PUBLIC COMMENT - None

RESOLUTION NO. 02-154

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF
WARRANTS NUMBERED 327757 THROUGH 327922:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve for payment warrants numbered 327757
through 327922 and Purchase Orders and Vouchers as listed below:

<u>PO Number</u>	<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
2B12606	Tyevco	Private Rehab-Kim Cole	0079-2005	\$ 9,243.00
			0080-2005	\$ 36,652.00
2B12607	Village of Shawnee Hills	Housing Connection/Shawnee Hills	0071-2015	\$ 56,000.00
2B43297	Various Vendors	Cluster/Residential Treatment	4535-2081	\$ 50,000.00
2B43296	Various Vendors	Cluster/Purchased Expenses	4535-2013	\$ 15,000.00
<u>Vouchers</u>				
2B43235	House of New Hope Inc.	Board & Care	4530-2054	\$ 6,419.27
1B42980	House of New Hope Inc.	Residential Treatment	4530-2081	\$ 1,580.90
1P09814	Kirkham Building System, Inc.	New Bldg Construction	8610-4011	\$ 14,754.00
			0130-4011	\$ 250.00
2P12587	Turning Point	Domestic Violence	0290-2910	\$ 11,509.60

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

RESOLUTION NO. 02-155

IN THE MATTER OF APPROVING A LIQUOR LICENSE TRANSFER REQUEST FROM WAL MART
STORES EAST LP TO WAL MART STORES EAST INC. AND FORWARDING TO THE OHIO
DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that Wal Mart Stores East LP located 8645 Columbus Pike Lewis Center, Ohio has requested a transfer of C1, C2 and D6 permits to Wal Mart Stores East Inc. located at 8645 Columbus Pike Lewis Center, Ohio and

Whereas, the Orange Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested and the Delaware County Commissioners have received no objections.

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

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RESOLUTION NO. 02 -156

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Department of Job and Family Services is requesting that John Reeves attend training on Child Custody Evaluations in Columbus, Ohio March 25 & 26, 2002, in the amount of \$224.00. (Required training).

CSEA is requesting that Susan Hollenbach attend the Ohio Child Support Directors Meetings in Columbus, Ohio on various dates in 2002, at the cost of \$540.00.

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

RESOLUTION NO. 02-157

IN THE MATTER OF APPROVING PLATS FOR THE PARK AT GREIF BROTHERS
RESUBDIVISION OF LOT 1301 AND RIVER BEND SECTION 4, PHASE 2 AND DITCH
MAINTENANCE PETITION FOR WOODS ON SELDOM SEEN PHASE III, SECTION 2:

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

The Park At Greif Brothers Resubdivision Of Lot 1301

Situated In The Townships Of Liberty And Berlin, County Of Delaware, State Of Ohio, Located In Part Of Farm Lots 8, 9 And 10, Section 4, Township 4, Range 19, United States Military Lands (Liberty Township), And Farm Lot 34, Section 3, Township 4 Range 18 United States Military Lands (Berlin Township), Being A Redubdivision Of Lot 1301 (147.099 Acres) Of “The Park At Greif” As Recorded In Cabinet 2, Page 510, Said 147.099 Acres Are Part Of An Original 279.89 Acre Tract Conveyed To Grief Bros. Corp, Of Ohio, Inc. A Delaware Corporation, As Recorded In Vol. 0005, Page, 1960, A 28.00 Acre Tract And A 0.5604 Acre Tract As Conveyed To Grief Bros. Corp. Of Ohio, Inc., A Delaware Corporation, As Recorded In Vol. 0032, Page 0928 And Vol. 0005, Page 1960. Cost \$ 42.00.

River Bend Section 4, Phase 2

Situated In The Townships Of Orange And Liberty, County Of Delaware, State Of Ohio, Located In Part Of Farm Lot 17, Section 3, Township 3, Range 18, United States Military Lands (Orange Township) And In Part Of Farm Lots 4 And 5, Section 4 Township 3, Range 19, United Stated Military Lands (Liberty Township), Being A 18.358 Acre Subdivision Out Of And 18.358 Acre Tract Conveyed To Planned Communities, Inc. As Recorded In Official Record Volume 129, Page 79; There Being 9.517 Acres In Said Farm Lot 17, 0.904 Acres In Said Farm Lot 4 And 7.937 Acres In Said Farm Lot 5. All References Being To The Records Of The Recorder’s Office, Delaware County, Ohio. Cost \$42.00.

Ditch Maintenance Petition- Woods On Seldom Seen Phase III, Section 2

We the undersigned owners of 32.480 acres in Liberty Township, Delaware County, Ohio propose to create a subdivision known as **Woods On Seldom Seen Phase III, Section 2** as evidenced by the attached subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider’s agreement Exhibit “B” available at the County Engineer’s Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement.

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the **Woods On Seldom Seen Phase III, Section 2** subdivision.

The cost of the drainage improvements is \$ 37,577.00and a detailed cost estimate is available at the County Engineer’s office in Exhibit “D”. The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. 26 lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$ 1,445.27 per lot. An annual maintenance fee equal to 2% of this basis \$ 28.91will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$ 751.54 has been paid to Delaware County.

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Easements to provide for the maintenance of the improvements have been provided on the plat.

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

RESOLUTION NO. 02-158

IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR RIVER’S EDGE AT ALUM CREEK SECTION 1:

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

River’s Edge At Alum Creek Section 1

The roadway construction has been completed for the referenced subdivision and, as the results of the engineer’s recent field review, he has determined that minor remedial work will be required during the 2002 construction season.

In accordance with the Subdivider’s Agreement, the Engineer recommends that the maintenance bond be set at **\$33,000** for the duration of the one year maintenance period. A Letter of Credit in that amount is currently in place. The Engineer’s Office also request approval to return the Letter of Credit being held as construction surety to the developer, Landvest, LLC.

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

RESOLUTION NO. 02-159

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
U010221	Sprint	Panhandle Road	Bury fiber optic cable
U020010	Sprint	Windale Farms Circle	Place buried cable
U020011	Sprint	Sawmill Parkway/Home	Install gas Main

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

RESOLUTION NO. 02-160

IN THE MATTER OF APPROVING SPECIFICATIONS, ESTIMATE, PLAN AND SETTING BID OPENING DATE AND TIME FOR CONCORD ROAD BRIDGE PROJECT:

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

INVITATION TO BID

Sealed proposals will be received by the Delaware County Commissioners at the **Delaware County Engineer’s Office, 50 Channing Street, Delaware, Ohio 43015 until 10:00 a.m. local time on Tuesday, February 19, 2002** for furnishing all labor, materials and equipment necessary to complete the project known as **Concord Road Bridge Project** and, at said time and place, publicly opened and read aloud. Contract documents, bid sheets, plans and specifications can be **picked up** at the **Delaware County Engineer’s Office, 50 Channing Street, Delaware, Ohio 43015 for a nonrefundable cost of \$20.00 for plans and specifications. Bidder must make arrangements to obtain bid packet; they will not be mailed.**

The engineer’s estimate for the project is **\$340,000.00.**

Each bidder is required to furnish with its proposal a ***Bid Guaranty and Contract Bond*** in accordance with ***Section 154.54 of the Ohio Revised Code.*** ***Bid Security*** furnished in Bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each ***Proposal*** must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity, and a complete listing of all subcontractors to be used. The owners intend and require that this project be completed **no later than May 17, 2002.**

Bidders must comply with the ***Prevailing Wage Rates on Public Improvements in Delaware County*** as determined by the **Ohio Bureau of Employment Services, Wage and Hour Division.**

The Delaware County Commissioners reserve the right to waive irregularities and to reject any or all bids.

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

RESOLUTION NO. 02-161

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND CONSTRUCTION CONSULTING & TESTING, INC. FOR DELAWARE COUNTY 2002 ASPHALT TESTING FOR THE DELAWARE COUNTY ENGINEER:

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

AGREEMENT, made and entered into this 28th day of January, 2002 by and between the **Delaware County Commissioners**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **Construction Consulting & Testing, Inc.**, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of the lump sum amount not to exceed **\$50,000.00**, based on a Proposal for Engineering Services dated January 14, 2002, and Cost Proposal of the same date and document, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, professional testing services as specified in the Proposal submitted by the **SECOND PARTY** for the project know as Delaware County 2002 Asphalt Testing, Delaware County, Ohio. Compensation is to be paid on a monthly basis of number of tests complete at the rate of \$115.00 per test.

SAID SECOND PARTY further agrees to perform the said work promptly in accordance with the requirements or the **Scope of Services CCT Testing Contract, January 14, 2002**, in a skillfully and competent manner in accordance with the normally accepted standards applicable to this work, and under the direction of the Delaware County Engineer. This contract shall be for a period of one year and terminate December 31, 2002.

THE SECOND PARTY hereby agrees to hold **Delaware County** free and harmless from any and all claims for loss, damages, injury, liability, costs, expenses, judgments or decrees, resulting from any negligent acts or omissions of the **SECOND PARTY**, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees agents but only to the extent that the same is actually covered and paid under the foregoing policies of the insurance.

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

RESOLUTION NO. 02-162

IN THE MATTER OF APPROVING THE REMOVAL OF THE 40% WEIGHT REDUCTION ON CONCORD ROAD:

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

On January 22, 2002, your Board approved the 40 percent weight reduction on various Township roads. The Engineer has since been contacted by the Dublin City Engineer to advise us that Dublin City Council has denied the request to post the portion of Concord Road, requested by the Concord Township Trustees, which falls within the limits of the City of Dublin (Harriott Road to Glick Road). The Delaware County Engineer is, therefore, requesting that this portion of Concord Road be removed from the list of posted roads as approved on January 22, 2002.

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

RESOLUTION NO. 02-163

IN THE MATTER OF APPROVING THE ASSESSMENT TO BE PLACED ON THE PROPERTY TAXES OF WILLIAM AND MELODEE YOUNT AT 11851 TRENTON ROAD IN THE AMOUNT OF \$1,030.18 WHICH REPRESENTS THE COST OF LABOR, EQUIPMENT AND MATERIAL FOR DRIVEPIPE WORK:

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

On November 26, 2001, your Board approved this office's request to declare the drivepipe at the residence of William and Melodee Yount at 11851 Trenton Road an obstruction in the right-of-way and approved the request to take action to rectify this situation and bill the property owner for the work. The work to rectify this situation has been performed and the attached bill was forwarded to the Younts.

As of this date the Engineer's Office has received no response from the property owner. The Engineer is, therefore, requesting your approval to assess the property owners' taxes in the amount of \$1,030.18 which represents the cost of labor, equipment and material for this work.

Vote on Motion	Mrs. Martin	Aye	Mr. Wuertz	Aye	Mr. Ward	Abstain
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RESOLUTION NO. 02-164

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

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

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

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

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

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

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

RESOLUTION NO. 02-165

IN THE MATTER OF ADOPTING A RESOLUTION ACCEPTING A CONTRACT BY LEO MYERS'S TO PURCHASE UNIFORMS AND UNIFORM ITEMS FOR DELAWARE COUNTY EMERGENCY SERVICES:

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

WHEREAS, Delaware County Emergency Services requires the supply of uniforms and uniform items for Emergency Communications (9-1-1), Emergency Medical Service and Emergency Management Agency personnel and,

WHEREAS, bid proposals were submitted and reviewed for qualifications;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve a contract with Leo Myers for providing uniforms and uniform items to the Delaware County Emergency Service Division.

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

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

RESOLUTION NO. 02-166

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Ron Seymore with the 9-1-1 Department has requested a 7 week unpaid leave effective date January 9, 2002

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

RESOLUTION NO. 02-167

IN THE MATTER OF CORRECTIVE ACTION OF A COUNTY EMPLOYEE:

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

Whereas, on September 1, 1998, Mr. Schlauder was Crew Chief and driver of an emergency squad when it collided with a passenger vehicle, resulting in the death of its driver;

Whereas, Hugh A. Dick is an employee of EMS;

Whereas, on September 1, 1998, Mr. Dick while not on duty, violated specific work procedures and rules;

Whereas, the investigation of this matter has remained open pending the resolution of criminal and civil matters

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that have recently concluded;

Whereas, the pre-disciplinary conference required by the collective bargaining agreement covering Mr. Dick’s employment was held on January 18, 2002;

Whereas, the Board of Commissioners has concluded that Mr. Dick’s conduct in the circumstances establishes cause for corrective action;

Therefore, be it resolved that Mr. Dick is SUSPENDED without pay for five (5) days to be served as directed by the EMS Manager.

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

RESOLUTION NO. 02-168

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DELAWARE COUNTY CHILD SUPPORT ENFORCEMENT AND JUVENILE COURT, COMMON PLEAS COURT I AND COMMON PLEAS COURT II:

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

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

This agreement made and entered into on the 28th day of January, 2002, by and between the Delaware County Child Support Enforcement Agency (hereinafter referred to as the “CSEA”) and Delaware County Juvenile Court ,a Provider of service (hereinafter referred to as ”Provider”).

Pursuant to Title IV-D of the Social Security Act, Chapter 5101 of the Ohio Revised Code, and rules promulgated by the Ohio Department of Human Services, the CSEA is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the agreement

- 1. Purchase of Services: Subject to terms and conditions set forth in this agreement and the attached Exhibits (such exhibits are deemed to be a part of this agreement as fully as if set forth herein), the CSEA agrees to purchase for, and Provider agrees to furnish to eligible individuals those specific services detailed in Exhibit I.
- 2. Purpose: The CSEA and Provider agree to coordinate services detailed in Exhibit I, and to make all reasonable efforts to coordinate with other service providers to establish a cooperative; comprehensive county plan for effective enforcement of child support
- 3. Contract Period: This agreement will be effective from January 1, 2002, through December 31, 2002, inclusive, unless otherwise terminated. In no case may the Contract period exceed one (1) year. Contract periods may be agreed upon for less than one (1) year.
- 4. Availability of Funds: Payments for all services provided in accordance with the provisions of this Contract are contingent upon availability of (and will not exceed the total of) local and federal matching funds as follows:

	Amount	Source
Local Matching Funds	\$38,307.50	Delaware
Federal Matching Funds	\$74,361.62	Federal
Total	\$112,669.12	Combined

- (A) Provider warrants that any costs incurred pursuant to this agreement will not be allowable to or included as a cost of any other federally financed program in either the current or a prior period.
- (B) The CSEA warrants that the local share is not provided from any source which is prohibited by state or federal law.
- 5 Cost and Delivery of Purchased Services: Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit III, the amount to be paid for such purchased services will be based on the following criteria:

A negotiated \$ 107.30 per hearing held
- 6. Fees: If applicable, shall be charged as detailed in Exhibit I.

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7. Eligibility for Services: Current and past public assistance recipients or those who have completed a IV-D application form.
8. Payment for Purchased Services: The Provider shall submit an invoice and cost statement to the CSEA on a monthly basis. Format of the cost statement is attached as Exhibit II.
9. Subcontracting: When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, the Provider may subcontract. All such subcontracts shall be in the same form as this agreement and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release the Provider of his liability under this agreement Provider is responsible for making direct payment for such services.
10. Termination:
 - (1) In the event that the Provider bees not faithfully and promptly perform its responsibilities and obligations under this agreement, as determined by the CSEA, the CSEA may terminate the agreement by providing the Provider with written notice thirty days in advance of the termination date.
 - (2) In the event that the CSEA does not faithfully and promptly perform its responsibilities and obligations under this agreement, the Provider may terminate the agreement by providing the CSEA with written notice thirty days in advance of the termination date.
 - (3) This agreement may be terminated by mutual agreement thirty days after the date on which the two parties reach their decision.
 - (4) Notwithstanding Sections. (1), (2) and (3) of this Article, if the federal and/or other funds designated for the programs are not available to the CSEA in an amount adequate to support the activities under this agreement as determined by the CSEA, the CSEA may terminate this agreement. Such termination is not subject to advance written notice but will be effective on the date federal and and/or other funds are no longer available, or later as stipulated, by the CSEA, and all reimbursement to the Provider will cease as of that date.
11. Independent Contractors: Providers, agents, and employees of the Provider, including subcontractors, will act in performance of this agreement in an independent capacity, and not as officers or employees or agents of the State of Ohio or the CSEA.
12. Duplicate Billing: Provider warrants that claims made to the CSEA for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of federal funds for the same service.
13. Financial Records: The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel. Such records shall also be subject to inspection by the individual or entity selected for any audit activity required under Article 16 of this Contract.
14. Expensed Equipment: Equipment which has been expensed rather than depreciated during the Contract period must be transferred to the CSEA when the equipment is no longer needed to carry out the work under this Contract or a succeeding Contract. In lieu of equipment being transferred, the appropriate residual value may be transferred to the CSEA.
15. Availability and Retention of Records: Providers shall maintain and preserve all financial and eligibility determination records related to this agreement, including any other documentation used in the administration of the program, in its possession for a period of three years after final payment, and/or will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this agreement, unless otherwise directed by the CSEA. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later.
16. Responsibility for Audit Exceptions: Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this agreement.
17. Confidentiality: Provider agrees that information concerning eligible individuals shall only be used in support of the IV-D program. Disclosure of information for any other purpose is prohibited except upon the written consent of eligible individual.

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18. Civil Rights: CSEA and Provider agree as a condition of this agreement, there shall be no discriminate against any client or any employee because of race, color, sex, religion, national origin, or any other factor as specified in title VI of the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that the provider will comply with all appropriated federal and state laws regarding such discrimination and the right to any method of appeal will be made available to all persons served under this agreement. 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.
19. Indemnity and Insurance: (when applicable)
 - (A) Indemnity: Provider agrees that it will at all times during the existence of this agreement indemnify and save harmless the CSEA, the Ohio Department of Human Services, and the Board of County Commissioners, in which the CSEA is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this Contract.
 - B) Insurance: Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death.
20. Monitoring and Evaluation: The CSEA and Provider will, as detailed in attached Exhibits, monitor the manner in which the terms of the agreement are being carried out and evaluate the extent to which program objectives contained in the agreement are being achieved.
21. Accessibility of Program to the Public: The CSEA and Provider agree to make all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.
22. Accessibility to the Handicapped: The provider agrees as a condition of the contract to comply with Section 504 of the Rehabilitation of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45 CFR, Part 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.
23. Out-of-County Cooperation: The CSEA and Provider agree to use all available resources, including URESA actions in cooperation with other counties and states to obtain or enforce orders for support. URESA actions, as detailed in exhibit 1, shall use resources in a manner consistent with similar cases requiring in-county actions.
24. Amendment of Contract: This agreement may be amended at any time by a written amendment signed by all parties and submitted to the ODHS in the manner required by state regulations.

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

This agreement made and entered into on the 1st day of January, 2002, by and between the Delaware County Child Support Enforcement Agency (hereinafter referred to as the “CSEA” and Delaware County Common Pleas Court, a Provider of service (hereinafter referred to as ”Provider”).

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

1. Purchase of Services: Subject to terms and conditions set forth in this agreement and the attached Exhibits (such exhibits are deemed to be a part of this agreement as fully as if set forth herein), the CSEA agrees to purchase for, and Provider agrees to furnish to eligible individuals those specific services detailed in Exhibit I.
2. Purpose: The CSEA and Provider agree to coordinate services detailed in Exhibit I, and to make all reasonable efforts to coordinate with other service providers to establish a cooperative; comprehensive county plan for effective enforcement of child support
3. Contract Period: This agreement will be effective from January 1, 2002, through December 31, 2002, inclusive, unless otherwise terminated. In no case may the Contract period exceed one (1) year.
4. Availability of Funds: The CSEA represents that it has adequate funds to meet its obligations under this agreement; that it intends to maintain this agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during

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such period; and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this agreement. However, payments for all services provided in accordance with the provisions of this Contract are contingent upon availability of nonfederal and federal matching funds as follows:

Amount		Source	
Nonfederal Matching Funds	\$3,197.00	Delaware	34%
Federal Matching Funds	\$6,374.80	Federal	66%
Total	\$9,571.80	Combined	100%

- (A) Provider warrants that any costs incurred pursuant to this agreement will not be allowable to or included as a cost of any other federally financed program.
- (B) The CSEA warrants that the nonfederal share is not provided from any source which is prohibited by state or federal law.

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

A negotiated \$ 59.82 per hour X unit

6. Fees: If applicable, shall be charged as detailed in Exhibit I.
7. Eligibility for Services: Current and past public assistance recipients or those who have completed a IV-D application form.
8. Payment for Purchased Services: The Provider shall submit an invoice and cost statement to the CSEA on a monthly basis. Format of the cost statement is attached as Exhibit II.
9. Subcontracting: When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, the Provider may subcontract All such subcontracts shall be in the same form as this agreement and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release the Provider of 6 liability under this agreement Provider is responsible for making direct payment for such services.
10. Termination:
- (A) In the event that the Provider does not faithfully and promptly perform its responsibilities and obligations under this agreement, as determined by the CSEA, the CSEA may terminate the agreement by providing the Provider with written notice thirty days in advance of the termination date.
- (B) In the event that the CSEA does not faithfully and promptly perform its responsibilities and obligations under this agreement, the Provider may terminate the agreement by providing the CSEA with written notice thirty days in advance of the termination date.
- (C) Notwithstanding Section~ (A) and (B) of this Article, this agreement may be terminated by mutual agreement at any time after the date on which the two parties reach their decision.
- (D) Notwithstanding Sections.(A) and (B) of this Article, if the federal and/or nonfederal funds designated for the programs are not available to the CSEA in an amount adequate to support the activities under this agreement as determined by the CSEA, the CSEA may terminate this agreement. Such termination is not subject to advance written notice but will be effective on the date federal and and/or nonfederal funds are no longer available, or later as stipulated, by the CSEA, and all reimbursement to the Provider will cease as of that date.
- (E) Notwithstanding Sections (A) and (B) of this Article, the CSEA may terminate this Contract immediately upon delivery of written notice to the Provider if the CSEA has discovered any illegal conduct on the part of the Provider.
- (F) In the event of termination under this Article, the Provider shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, which shall be calculated by the CSEA based on the rate set forth in Article 5, less any funds previously paid by or on behalf of the CSEA. The CSEA shall not be liable for any further claims, and the claims submitted by the Provider shall not exceed the total amount of consideration stated in this Contract.
11. Independent Contractors: Providers, agents, and employees of the Provider, including subcontractors,

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will ad in performance of this agreement in an independent capacity, and not as officers or employees or agents of the State of Ohio or the CSEA.

12. Duplicate Billing: Provider warrants that claims made to the CSEA for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of federal funds for the same service.
13. Financial Records: The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel. Such records shall also be subject to inspection by the individual or entity selected for any audit activity required under Article 16 of this Contract.
14. Expensed Equipment: Equipment which has been expensed rather than depreciated during the Contract period must be transferred to the CSEA when the equipment is no longer needed to carry out the work under this Contract or a succeeding Contract. In lieu of equipment being transferred, the appropriate residual value may be transferred to the CSEA.
15. Availability and Retention of Records: Providers shall maintain and preserve all financial and eligibility determination records related to this agreement, including any other documentation used in the administration of the program, in its possession for a period of three years after final payment, and/or will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this agreement, unless otherwise directed by the CSEA. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later.
16. Responsibility for Audit Exceptions: Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this agreement.
17. Confidentiality: Provider agrees that information concerning eligible individuals shall only be used in support of the IV-D program. Disclosure of information for any other purpose is prohibited except upon the written consent of eligible individual.
18. Equal Employment Opportunity: In carrying out this Contract, the Provider shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. The Provider shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
19. Indemnity and Insurance: (when applicable)

(A) Indemnity: Provider agrees that it will at all times during the existence of this agreement indemnify and save harmless the CSEA, the Ohio Department of Human Services, and the Board of County Commissioners, or county administrator designated under section 305.30 of the Revised Code, of the county in which the CSEA is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this Contract.

B) Insurance: Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death.
20. Monitoring and Evaluation: The CSEA and Provider will, as detailed in attached Exhibits, monitor the manner in which the terms of the agreement are being carried out and evaluate the extent to which program objectives contained in the agreement are being achieved.
21. Accessibility of Program to the Public: The CSEA and Provider agree to make. all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.
22. Out-of-County and Out-of-State Cooperation: The CSEA and Provider agree to use all available resources in cooperation with other counties and states to obtain or enforce orders for support.
23. Amendment of Contract: This agreement may be amended at any time by a written amendment signed by all parties and submitted to the ODHS in the manner required by ODHS rules.

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

This agreement made and entered into on the 1st day of January, 2002, by and between the Delaware County Child Support Enforcement Agency (hereinafter referred to as the “CSEA” and Delaware County Common Pleas Court II, a Provider of service (hereinafter referred to as ”Provider”).

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

- 1. Purchase of Services: Subject to terms and conditions set forth in this agreement and the attached Exhibits (such exhibits are deemed to be a part of this agreement as fully as if set forth herein), the CSEA agrees to purchase for, and Provider agrees to furnish to eligible individuals those specific services detailed in Exhibit I.
- 2. Purpose: The CSEA and Provider agree to coordinate services detailed in Exhibit I, and to make all reasonable efforts to coordinate with other service providers to establish a cooperative; comprehensive county plan for effective enforcement of child support
- 3. Contract Period: This agreement will be effective from January 1, 2002, through December 31, 2002, inclusive, unless otherwise terminated. In no case may the Contract period exceed one (1) year.
- 4. Availability of Funds: The CSEA represents that it has adequate funds to meet its obligations under this agreement; that it intends to maintain this agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this agreement. However, payments for all services provided in accordance with the provisions of this Contract are contingent upon availability of nonfederal and federal matching funds as follows:

Amount		Source	
Nonfederal Matching Funds	\$3,777.67	Delaware	34%
Federal Matching Funds	\$7,333.13	Federal	66%
Total	\$11,110.80	Combined	100%

- (A) Provider warrants that any costs incurred pursuant to this agreement will not be allowable to or included as a cost of any other federally financed program.
- (C) The CSEA warrants that the nonfederal share is not provided from any source which is prohibited by state or federal law.
- 5 Cost and Delivery of Purchased Services: Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit III, the amount to be paid for such purchased services will be based on the following criteria:

A negotiated \$ 69.44 per hour X unit
- 6. Fees: If applicable, shall be charged as detailed in Exhibit I.
- 7. Eligibility for Services: Current and past public assistance recipients or those who have completed a IV-D application form.
- 8. Payment for Purchased Services: The Provider shall submit an invoice and cost statement to the CSEA on a monthly basis. Format of the cost statement is attached as Exhibit II.
- 9. Subcontracting: When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, the Provider may subcontract All such subcontracts shall be in the same form as this agreement and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release the Provider of 6 liability under this agreement Provider is responsible for making direct payment for such services.
- 10. Termination:
 - (A) In the event that the Provider does not faithfully and promptly perform its responsibilities and obligations under this agreement, as determined by the CSEA, the CSEA may terminate the agreement

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by providing the Provider with written notice thirty days in advance of the termination date.

(B) In the event that the CSEA does not faithfully and promptly perform its responsibilities and obligations under this agreement, the Provider may terminate the agreement by providing the CSEA with written notice thirty days in advance of the termination date.

(C) Notwithstanding Section~ (A) and (B) of this Article, this agreement may be terminated by mutual agreement at any time after the date on which the two parties reach their decision.

(D) Notwithstanding Sections.(A) and (B) of this Article, if the federal and/or nonfederal funds designated for the programs are not available to the CSEA in an amount adequate to support the activities under this agreement as determined by the CSEA, the CSEA may terminate this agreement. Such termination is not subject to advance written notice but will be effective on the date federal and and/or nonfederal funds are no longer available, or later as stipulated, by the CSEA, and all reimbursement to the Provider will cease as of that date.

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

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

11. Independent Contractors: Providers, agents, and employees of the Provider, including subcontractors, will ad in performance of this agreement in an independent capacity, and not as officers or employees or agents of the State of Ohio or the CSEA.
12. Duplicate Billing: Provider warrants that claims made to the CSEA for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of federal funds for the same service.
13. Financial Records: The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel. Such records shall also be subject to inspection by the individual or entity selected for any audit activity required under Article 16 of this Contract.
14. Expensed Equipment: Equipment which has been expensed rather than depreciated during the Contract period must be transferred to the CSEA when the equipment is no longer needed to carry out the work under this Contract or a succeeding Contract. In lieu of equipment being transferred, the appropriate residual value may be transferred to the CSEA.
15. Availability and Retention of Records: Providers shall maintain and preserve all financial and eligibility determination records related to this agreement, including any other documentation used in the administration of the program, in its possession for a period of three years after final payment, and/or will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this agreement, unless otherwise directed by the CSEA. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later.
16. Responsibility for Audit Exceptions: Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this agreement.
17. Confidentiality: Provider agrees that information concerning eligible individuals shall only be used in support of the IV-D program. Disclosure of information for any other purpose is prohibited except upon the written consent of eligible individual.
18. Equal Employment Opportunity: In carrying out this Contract, the Provider shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. The Provider shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training

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including apprenticeship.

19. Indemnity and Insurance: (when applicable)
- (A) Indemnity: Provider agrees that it will at all times during the existence of this agreement indemnify and save harmless the CSEA, the Ohio Department of Human Services, and the Board of County Commissioners, or county administrator designated under section 305.30 of the Revised Code, of the county in which the CSEA is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this Contract.
- B) Insurance: Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death.
20. Monitoring and Evaluation: The CSEA and Provider will, as detailed in attached Exhibits, monitor the manner in which the terms of the agreement are being carried out and evaluate the extent to which program objectives contained in the agreement are being achieved.
21. Accessibility of Program to the Public: The CSEA and Provider agree to make. all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.
22. Out-of-County and Out-of-State Cooperation: The CSEA and Provider agree to use all available resources in cooperation with other counties and states to obtain or enforce orders for support.
23. Amendment of Contract: This agreement may be amended at any time by a written amendment signed by all parties and submitted to the ODHS in the manner required by ODHS rules.

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

RESOLUTION NO. 02-169

IN THE MATTER OF ACCEPTING AND AWARDING THE BID TO CINTAS CORPORATION FOR UNIFORM RENTAL SERVICES FOR DELAWARE COUNTY:

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

WHEREAS, Delaware County received bids for uniform rental services for Delaware County on October 26, 2001. And;

WHEREAS, after carefully reviewing the bid received, the bid submitted by Cintas Corporation has been determined to be the lowest and best bid for uniform rental services;

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, approve and accept the bid submitted by Cintas Corporation for uniform rental service for Delaware County.

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

RESOLUTION NO. 02-170

IN THE MATTER OF AUTHORIZING EXECUTION OF CONTRACT WITH MAXIMUS, INC. FOR COST ALLOCATION PLAN:

It was moved by Mr. Ward, seconded by Mrs. Martin to authorize execution of contract with MAXIMUS, Inc., for preparation of Delaware County Cost Allocation Plan as follows:

This agreement entered into this 28th day of January, 2002, and effective immediately by and between MAXIMUS, Inc., (hereinafter called the “Consultant”) and the County of Delaware, State of Ohio (hereinafter called the “County”) Witnesseth that:

WHEREAS, the County has programs which it operates with Federal funding, and

WHEREAS, the County supports these programs with support services paid from County appropriated funds, and

WHEREAS, the United States government will pay a fair share of these costs if supported by an approved cost allocation plan, and

WHEREAS, the Consultant is staffed with personnel knowledgeable and experienced in the requirements of developing and negotiating such governmental cost allocation plans, and

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WHEREAS, the County desires to engage the Consultant to assist in developing a plan which conforms to Federal requirements, and will be approved by their representatives.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant** - The County agrees to engage the Consultant and the Consultant hereby agrees to perform the following services.
2. **Scope of Services** - The Consultant shall do, perform, and carry out in a good and professional manner the following services:
 - A. Development of a central services cost allocation plan which identifies the various costs incurred by the County to support and administer Federal programs. This plan will contain a determination of the allowable costs of providing supporting services, such as purchasing, legal counsel, disbursement processing, etc. The plan will be based upon the County's year-end financial data for the year 2001 and will be the basis for recoveries to be claimed for calendar year 2003.
 - B. Negotiation of the completed cost allocation plans with the representatives of DHHS and/or the State if required. The Consultant is responsible for the conduct of negotiations and securing approval of the plan as filed or negotiated, where applicable, on the County's behalf.
 - C. Assistance in preparing the County's claims to the State for recovery of funds due the County.
3. **Time of Performance** - The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and carry out the purposes of the agreement. All services required hereunder, except for monitoring recoveries, shall be completed by December 31, 2002. Consultant shall not be liable for delays in performance that are caused in whole or in part by the County, third parties over which the Consultant does not have the legal right to control or forces de majeure. The period of performance shall be extended by the period of delay contemplated herein.
4. **Compensation** - The County agrees to pay the Consultant a lump-sum amount of \$9,800 (Nine thousand eight hundred dollars) for all services required herein, which shall include reimbursement for expenses incurred. Consultant agrees to complete the project and all services provided herein for said sum. The Consultant will invoice the amount due for each year upon plan delivery.
5. **Method of Payment** - Payments will be made for the plans within one month after Consultant submits its invoices to the County. Consultant will submit its invoices upon delivery of the cost allocation plans.
6. **Option to Renew Contract** - At its option, the County may renew this contract for an additional two years. The County may exercise its option by providing Consultant with written notice of its intent to exercise the option to renew. The County agrees to pay the Consultant the sum of \$9,800 for all services required herein to prepare the 2002 plan. Further, the County agrees to pay the Consultant the sum of \$9,800 for all services required herein to prepare the 2003 plan. The Consultant will invoice the amount due for each year upon plan delivery.
7. **Changes** - The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in written amendment to this agreement.
8. **Services and Materials to be Furnished by County** - The County shall furnish the Consultant with all available necessary information, data, and materials pertinent to the execution of this agreement, including actuarial studies, claims histories, and rate reviews for any self-insurance program in which the County may participate. The consultant shall not be required to develop or attest to the reliability of such information for self-insured programs within the scope of this agreement. The County shall cooperate with the Consultant in carrying out the work herein, and shall provide adequate staff for liaison with the Consultant and other agencies of County government.
9. **Termination of Agreement for Cause** - If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligation under this agreement, the County shall thereupon have the right to terminate this agreement with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event of termination pursuant to this paragraph, Consultant shall be paid for services rendered and expenses incurred through the effective date of termination.
10. **Information and Reports** - The Consultant shall, at such time and in such form as the County may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims and other information relative to the project as may be requested by the County. The Consultant shall furnish the County, upon request, with copies of all

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documents and other materials prepared or developed in relation with or as part of the project. Provided however, that the County is generated by Consultant's proprietary cost allocation software. Nothing contained herein is intended nor shall be construed to required the Consultant to provide such software to the County. The County Agrees that all ownership rights thereto lie with the Consultant. The County may use the plan for and on behalf of its operation

11. **Records and Inspections** - The Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement. The County shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings and activities.
12. **Accomplishment of Project** - The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, the consultant shall take such steps as are appropriate to insure that the work involved is properly coordinated with related work being carried on in the County.
13. **Provisions Concerning Certain Waivers** - Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
14. **Matters to be Disregarded** - The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
15. **Completeness of Contract** - This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
16. **Third Parties** - The County and the Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give of provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.
17. **When Rights and Remedies Not Waived** - In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of such payment by the County while any such breach or default may exist shall in no wise impair or prejudice any right or remedy available to the County in respect to such breach or default.
18. **Personnel** - The Consultant represents that he has or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
19. **Consultant Liability if Audited** - The Consultant will assume all financial and statistical information provided to the Consultant by County employees or representatives is accurate and complete. Any subsequent disallowance of funds paid to the County under the plan is the sole responsibility of the County. Consultant will, however, provide assistance to the County should an audit be undertaken of County indirect costs.
20. **Notices** - Any notice, bills, invoices, or reporters required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below:

Delaware County Board of Commissioners
101 North Sandusky Street
Delaware, Ohio 43015

Maximus, Inc.
700 Ackerman Road
Suite 150
Columbus, Ohio 43202

Service of any such notice, bills, invoices or reports so made by mail shall be deemed complete on the day of actual delivery or five (5) days after deposit in the United States mail, Whichever is earlier.

21. **Interpretation**- The validity and effect of this Agreement shall be determined under Ohio Law. All actions arising directly or indirectly as a result or in consequence of this Agreement shall be instituted and litigated only in

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courts having situs in the State of Ohio. If other agreements, the terms of which are the same or substantially the same as this Agreement, have been executed by the Consultant, interpretation of this and such other same or similar agreements shall be applied uniformly. Any provision found to be invalid or unenforceable shall have no effect upon the validity of any other section of this contract.

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

RESOLUTION NO. 02-171

IN THE MATTER OF AUTHORIZING PARTICIPATION IN THE MID OHIO REGIONAL
PLANNING COMMISSION GROWTH MANAGEMENT TOOLKIT:

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

WHEREAS, Delaware County is currently a member of the Mid Ohio Regional Planning Commission (MORPC), and

WHEREAS, The Mid Ohio Regional Planning Commission will conduct a “Traffic and Growth Management Toolkit for Northern Franklin and Southern Delaware Counties

WHEREAS, The study will identify problems and establish desired standards of service and infrastructure provided to the public. The Study will develop a system to monitor unchecked traffic and growth compared to planned growth

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Delaware County that the Board hereby authorizes a participation in the MORPC Traffic and Growth Management Toolkit Study:

Section I: That the County enjoy representation of Chris Bauserman, County Engineer; Phil Laurien, Regional Planning; and Debbie Martin, Delaware County Commissioner on the Advisory Committee,

Section II: That Delaware County pledges \$5,550 from the County Sanitary Sewer Region 1A Fund

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

There being no further business the meeting adjourned.

Deborah B. Martin

James D. Ward

Donald E. Wuertz

Letha George, Clerk to the Commissioners