

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 7, 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

PUBLIC COMMENT

RESOLUTION NO. 02-319

IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETINGS HELD FEBRUARY 4, 7 AND 11, 2002:

It was moved by Mr. Ward, seconded by Mr. Wuertz to dispense with the reading of the minutes and resolutions of the regular meetings held February 4, 7 and 11, 2002 and to approve resolutions and minutes as submitted.

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

RESOLUTION NO. 02-320

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS NUMBERED 331417 THROUGH 331665:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve for payment warrants numbered 331417 through 331665 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>
2B13414	Village of Shawnee Hills	SH Improvement Project	0071-2015	\$ 109,300.00
2P09343	Accent Communications	Phone System/Serv Bldg	8612-4120	\$ 35,177.89
2P09345	Ben Bro Enterprises, Inc.	Land/Building Rental	0130-2700	\$ 8,421.60
2P11833	Gaylord Group, Inc.	Annual Transformer Testing	3530-2066	\$ 11,000.00
2B09350	Holdridge Mechanical, Inc.	Plumbing/Scioto EMS	4812-4011	\$ 46,925.00
2B09349	Comfort Express, Inc.	HVAC/Scioto EMS	4812-4011	\$ 27,100.00
2B09348	Mid-State Elect Const, Inc.	Electric/Scioto EMS	4812-4011	\$ 61,778.00
2B09347	Robertson Construction Serv., Inc.	General Trades/Scioto EMS	4812-4011	\$ 385,000.00
INCREASE				
2B13414	U.S. Filter	Bioxide for Pump Stations	3530-1671	\$ 50,000.00
INCREASE				
2B11824	U.S. Filter	Bioxide for Pump Stations	3530-1671	\$ 50,000.00
INCREASE				
2B12503	AEP	Electric Service to Scioto Reserve	3562-2600	\$ 25,000.00
INCREASE				
2B11475	Suburban Natural Gas	Gas Serv for ACWRF	3530-2603	\$ 20,000.00
INCREASE				
2B13380	Superior Electric	Change Order	8612-4011	\$ 30,237.66
INCREASE				
2B08325	Sellers Electric	Change Order	8612-4011	\$ 11,317.00
<u>Vouchers</u>				
2B13414	Village of Shawnee Hills	SH Improvement Project	0071-2015	\$ 71,853.00
2P13173	Del-Co Water Co., Inc.	Tap Fee/EMS/Harlem	4813-4011	\$ 6,750.00
		Tap Fee/EMS/Scioto	4812-4011	\$ 6,750.00
2P11608	City of Dublin	Reim for Sewer Paym. Nov-Jan	3530-2361	\$ 16,277.02
2B11599	Fort Defiance Construction	Africa Rd. Extension	3590-4020	\$ 65,409.77
1B08286	Acoustic Ceiling & Partition Co.	Drywall/Rough Carpentry	8612-4011	\$ 83,808.54
1B08284	Otis Elevator	Elevator/Serv Bldg	8612-4011	\$ 9,250.00
2P13171	Medtronic Physio-Control	Maintenance Contract	0260-2714	\$ 9,960.00

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

RESOLUTION NO. 02-321

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOBS AND FAMILY SERVICES AND ROSE POWERS AND SHERENE GARDNER FOR LICENSED INDEPENDENT SOCIAL WORKER REQUIREMENTS:

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

LISW Agreement

The Board of Commissioners of Delaware County, Ohio (“County”), Rose Powers (“Employee”) and Ms. Sherene Gardner (“Contractor”), in consideration of the mutual covenants, agreements, and stipulations set forth herein, and pursuant to the laws of the State of Ohio and the United States, hereby agree as follows:

In order to become a Licensed Independent Social Worker (LISW) under the requirements of the State of Ohio Counsel and Social Worker Board, a social worker must be supervised by a professional LISW for a period of twenty-four (24) months. County currently does not employ an LISW who could fulfill this supervision requirement.

1. County will allow the cost of the supervision of Employee by Contractor to qualify for reimbursement under the rules and guidelines of the currently adopted Tuition Assistance Program subject to the following modifications

1.County waives 5.0(A)(6) and 5.0(A)(7) of the Tuition Assistance Policy and substitutes the following:

- A. County will pay for the cost of the services of Contractor at \$50 per hour, up to a maximum of \$3,000 per calendar year, directly to Employee after receiving a status report each January 15, April 15, July 15, and October 15 with the signature and seal of Contractor showing that Employee is successfully progressing toward completion of the program within the twenty-four (24) month time period. Employee shall show proof of payment in the form of a written receipt from Contractor or a canceled check prior to submitting for reimbursement from County.
- B. Employee will be responsible for making payment directly to Contractor for the services of Contractor.

2. County waives section 5.0(B)(1), 5.0(B)(4), 5.0(B)(5), and 5.0(E)(1) of the Tuition Assistance Policy. Contractor agrees to supervise Employee for a period of twenty-four (24) months and to provide a status report with an invoice for services to Employee each January 15, April 15, July 15, and October 15 with a signature and seal of Contractor.

3. Employee agrees to:

- Perform all the duties and requirements of Employee’s position with Delaware County and to maintain progress towards the attainment of the licensed independent social worker (LISW) status;
- Abide by this Agreement and the rules and guidelines of the current Tuition Assistance Program, with substitutions and exceptions noted under part 1 of this Agreement;
- Forward the original invoice for services rendered by Contractor, proof of payment to Contractor in the form of a written receipt or a canceled check, and the original status report submitted by Contractor to County immediately upon receipt; and
- Provide payment for services rendered to Contractor within thirty (30) days of receiving the invoice for those services from Contractor.

4. Employee and Contractor agree to hold the County free and harmless from any and all claims for damages and any nature arising out of or related to the acts or omissions of Employee and/or Contractor, and their employees or agents, under this Agreement.

5. Any of the parties may terminate this Agreement at any time upon sixty (60) days written notice. Contractor may terminate this Agreement for non-payment of fees with thirty (30) days written notice. County’s obligation to pay for supervision terminates after 24 months whether or not Employee has attained the LISW status.

6. This Agreement does not create an employer/employee relationship between County and Contractor. Contractor is an independent contractor, and not an employee of County. Contractor is responsible for all taxes, workers compensation, and unemployment insurance that may arise as a result of this Agreement.

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

Bill Habig –MORPC Presentation

RESOLUTION NO. 02-322

IN THE MATTER OF APPROVING THE PURCHASE PRICE AND THE ORDERING OF THE  
FURNITURE FOR THE NEW SERVICES BUILDING FROM OFFICE CITY:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the purchase price and the ordering of the furniture for the new services building.

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

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There being no further business the meeting adjourned.

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Deborah B. Martin

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James D. Ward

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Donald E. Wuertz

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Letha George, Clerk to the Commissioners