

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 23, 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 First Public Hearing For Consideration Of A Ditch Petition (Jones-Timms #516) Filed By Cecil Robinson And Others

PUBLIC COMMENT

RESOLUTION NO. 02-1210

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0920:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR0920 and Purchase Orders and Vouchers as listed below:

PO's				
	Vendor	Description	Account Number	Amount
INCREASES				
	Gleeson Construction	Hayes	40400412-541041002	\$ 9,433.68
	Liberty Community Center	Child Care	22411606-5348	\$ 25,000.00
	Presbyterian Child Welfare	Cluster	22511608-534234215	\$ 10,000.00
	Kindercare	Child Care	22411606-5348	\$ 6,000.00
	Don-A-Del Inc.	Child Care	22411606-5348	\$ 8,000.00
	DATA	Prof. Svc. Transportation	22411601-535535501	\$ 30,000.00
	Presbyterian Child Welfare	Residential Treatment	22511607-534234215	\$ 15,000.00
	Toddler Inn	Child Care	22411606-5348	\$ 40,000.00
	Kindercare	Child Care	22411606-5348	\$ 60,000.00
VOUCHERS				
	Delaware County Fair	Grant /Jr. Fair Electric	10011102-560160115	\$ 6,500.00
	Bovis	Hayes Building	40411412-541041002	\$ 22,729.42
	Chemcote Paving	Hayes Bldg Paving	40411412-541041002	\$ 5,962.23
	Otis Elevator	Hayes Bldg Elevator	40411412-541041002	\$ 11,660.00
	Chemcote Roofing	Hayes Roofing	40411412-541041002	\$ 7,234.88
	Don-A-Del Inc. West	Child Care	22411606-5348	\$ 6,714.40
	Buckeye Boys Ranch	Cluster	22511608-534234215	\$ 12,874.00
	Boy's Village, Inc.	Resident Treatment	22511607-534234215	\$ 9,796.00
	DATA	Prof. Svc. Transportation	22411601-535535501	\$ 6,036.90

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

RESOLUTION NO. 02 -1211

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Juvenile Court is requesting that Karen Jones, Jan Crohen, Margaret McCoy and Julie Bleak attend a conference on "Becoming A Supervisor" in Columbus, Ohio October 14, 2002, at the cost of \$356.00.

The Auditor's Office is requesting that Merrill Sheets attend a Weights and Measures Training School in Columbus, Ohio October 29 and November 1, 2002, at the cost of \$220.00.

The Auditor's Office is requesting that Paul Howard attend a Weights and Measures Training School in Columbus, Ohio October 29 and November 1, 2002, at the cost of \$220.00.

Juvenile Court is request that Amy Craig attend a Credibility, Composure and Confidence Course in Columbus, Ohio November 18, 2002, at the cost of \$89.00.

The Intensive Supervision Department is requesting that Jeff Vanderborne, Kara Clark and Lorrie Richards attend an Ohio Community Corrections Conference in Columbus, Ohio October 24 & 25, 2002, at the cost of \$585.00.

The Economic Development Department is requesting that Timothy Boland attend a 2002 OHCP Economic Development Seminar November 12 to 15, 2002, at the cost of \$395.00.

The Economic Development Department is requesting that Dottie Brown attend a 2002 OHCP Economic

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Development Seminar November 12 to 15, 2002, at the cost of \$395.00.

The Facilities Department is requesting that Jon Melvin and Jack Prim attend an Analyzing Construction Schedules Training Class in Columbus, Ohio October 9, 2002, at the cost of \$1,350.

The Department of Job and Family Services is requesting that Tracey Morrin and Chad Richardson attend a Youth Development Conference in Chicago, Illinois October 15 to 18, 2002, at the cost of \$1,980.00.

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

RESOLUTION NO. 02-1212

IN THE MATTER OF APPROVING TUITION ASSISTANCE REQUEST:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the Tuition Assistance requests as follows:

Stacey L. Hyatt 2 classes \$850.00

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

RESOLUTION NO. 02-1213

IN THE MATTER OF APPROVING PLAT FOR RIVERBY ESTATES PHASE 4:

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

Riverby Estates Phase 4

Situated In The Township Of Delaware, County Of Delaware, State Of Ohio, And Being Part Of Farm Lot 9, Section 1, Township 4, Range 19, United States Military Lands, Containing 14.924 Acres Of Land Out Of That Original 60.845 Acre Tract Of Land Conveyed To Riverby Development Company, Limited An Ohio Liability Company, By Deed Of Record As Found In Deed Book 601, Page 744, Recorder’s Office, Delaware County Ohio. Cost \$66.00.

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

RESOLUTION NO. 02-1214

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENTS FOR ORANGE ROAD IMPROVEMENTS AT GLEN OAK; SELDOM SEEN ROAD IMPROVEMENTS AT GOLF VILLAGE:

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

Orange Road Improvements At Glen Oak

SUBDIVIDER’S AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of September 2002, by and between the COUNTY OF DELAWARE (acting by and through its BOARD OF COUNTY COMMISSIONERS), hereinafter called the COUNTY, and DOMINION HOMES, hereinafter called the SUBDIVIDER, as evidenced by the Engineering and Construction Plan entitled “ORANGE ROAD IMPROVEMENTS AT GLEN OAK” 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 their portion of said improvements.
- 3. The SUBDIVIDER is to provide an irrevocable letter of credit or other approved financial warranties in the amount of TWO HUNDRED SIXTY-SIX THOUSAND DOLLARS 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 shall deposit TWENTY-ONE THOUSAND THREE HUNDRED DOLLARS estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. 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.
- 5. The SUBDIVIDER is to complete all construction to the satisfaction of the COUNTY as evidenced by an approval letter from the Delaware County Engineer

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6. 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.
7. The **SUBDIVIDER** shall perform and complete all said improvements prior to **MAY 31, 2003**.
8. 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”**.
9. 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.
10. 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**.
11. 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**.
12. 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.

Seldom Seen Road Improvements At Golf Village

SUBDIVIDER’S AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of September 2002, by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **SELDOM SEEN ASSOCIATES, LLC**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled **“SELDOM SEEN ROAD IMPROVEMENTS AT GOLF VILLAGE”** 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 their portion of said improvements.
3. The **SUBDIVIDER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **NINETY THOUSAND FIVE HUNDRED FIFTY DOLLARS** 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,**
4. The **SUBDIVIDER** shall deposit **SEVEN THOUSAND TWO HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. 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**.
5. The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
6. 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.
7. The **SUBDIVIDER** shall perform and complete all said improvements prior to **MAY 31, 2003**.
8. 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”**.
9. 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.
10. 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**.
11. 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**.
12. 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.

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RESOLUTION NO. 02-1215

IN THE MATTER OF ACCEPTING ROADS IN WOODS ON SELDOM SEEN PHASE 3, SECTION 1:

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

Woods on Seldom Seen Phase 3, Section 1

- An addition of 0.19 mile to **Township Road Number 472, Filiz Lane**
- **Gediz Drive**, to be known as **Township Road Number 1273**
- **Bakirclay Lane**, to be known as **Township Road Number 1274**

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

RESOLUTION N0. 02-1216

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR WOODS ON SELDOM SEEN PHASE 3, SECTION 1:

It was moved by Mrs. Martin, seconded by Mr. Ward to establish the following stop conditions:

Stop Conditions – Woods on Seldom Seen Phase 3, Section 1

- On Township Road Number 1273. Gediz Drive, at its intersection with Township Road Number 1274, Bakirclay Lane
- On township Road number 1273, Gediz Drive, at its intersection with Township Road Number 472, Filiz Lane

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

RESOLUTION NO. 02 -1217

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

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

Permit #	Applicant	Location	Type of Work
U02152	Columbia Gas	South Old 3C Highway	Install gas main
U02157	Columbus Southern Power	Tussic Street Road	Bore conduits
U02160	Del-Co Water	Plumb Road	Install bore
U02161	Verizon	N. Galena Road	Place telephone cable

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

RESOLUTION NO. 02-1218

IN THE MATTER OF ACCEPTING AND AWARDING THE BID AND APPROVING THE CONTRACT WITH LEHNER EXCAVATING FOR THE ZIMMERMAN DITCH PROJECT:

It was moved by Mrs. Martin, seconded by Mr. Ward to accept the following Bid and approving the following contract:

Zimmerman Ditch-Bid Opening of September 16, 2002

As a result of the referenced bid opening, the Engineer’s Office recommends that an award be made to Lehner Excavating of Delaware, the low bidder for the project.

CONTRACT

AGREEMENT, made and entered into this 23rd day of September 2002, by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **LEHNER EXCAVATING**, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of the sum of **FIFTY-SEVEN THOUSAND TWO HUNDRED FORTY SIX DOLLARS (\$57,246.00)**, based on unit prices on the attached **Bid Blank**, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, all the necessary material, labor and equipment required to complete the project known as **ZIMMERMAN DITCH PROJECT**, 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

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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 31, 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 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 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 Mr. Ward Aye Mr. Wuertz Aye Mrs. Martin Aye

RESOLUTION NO. 02-1219

IN THE MATTER OF AUTHORIZING THE EXECUTION OF A SUBORDINATION AGREEMENT ON A COMMUNITY HOUSING IMPROVEMENT PROGRAM (CHIP) 1999 PRIVATE REHAB PROPERTY:

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

Whereas, Delaware County has established a housing rehabilitation program to provide improved housing opportunities for Low-Moderate Income (LMI) households in the County; and

Whereas, Carolyn Conley has previously participated in the County’s FY 99 CHIP Program, as a result of which Ms. Conley residence was renovated and Delaware County did place a mortgage on said property; and

Whereas, Carolyn Conley wishes to have her existing home loan refinanced in order to reduce her monthly payments, and the lender associated with this mortgage, Citizen Mortgage Services, requires and has requested that a subordination agreement be signed by Delaware County in order to secure the home loan, and for said lender to assume the first security position for the refinancing, and for Delaware County to maintain its second security position on the real estate associated with this project.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners, State of Ohio, does hereby approve the execution of the aforementioned subordination agreement.

Upon passage of this resolution, the President of the Board shall be authorized to execute the subordination agreement whereby the County’s existing mortgage shall be subordinated to a mortgage to be filed by Citizen Mortgage Services. It is understood that with the execution of this agreement, the validity or priority of the County’s existing mortgage shall not otherwise be affected.

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

RESOLUTION NO. 02-1220

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND HELPLINE OF DELAWARE AND MORROW COUNTIES:

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

PURCHASE OF SERVICE CONTRACT
BETWEEN THE DELAWARE COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES
AND
HELPLINE OF DELAWARE & MORROW COUNTIES

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 Helpline of Delaware & Morrow Counties, Inc., hereinafter referred to as “HELPLINE”.

1. PURPOSE OF CONTRACT: The Kinship Navigator program was recommended by the Kinship Care Services Planning Council and is designed to provide information to kinship caregivers about community services and to assist them, when necessary, in accessing those services. The purpose of this Contract is to outline the Programmatic and Fiscal relationships between the DCDJFS and HELPLINE for the implementation of Kinship Navigator Services to kinship caregivers. Services being provided are detailed in the Kinship Navigator Program

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Plan. Kinship Navigator Program, which is incorporated by reference herein as if fully rewritten.

2. AGREEMENT PERIOD: This Contract will be effective from July 1, 2002 through June 30, 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 HELPLINE for actual costs for services outlined in the Kinship Navigator Program Plan document. Said reimbursement shall not exceed \$28,465. The payment for services provided by this Contract is contingent upon the availability of funds specifically allocated for the KINSHIP NAVIGATOR Program.

The HELPLINE 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 HELPLINE 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 HELPLINE must provide the DCDJFS with the appropriate information necessary to support the county's state and federal KINSHIP NAVIGATOR Program administrative requirements. HELPLINE will provide information necessary to meet the specific fiscal and program requirements contained in the contract. The DCDJFS will provide HELPLINE with necessary information regarding participants as specified in the Kinship Navigator Program Plan document.

7. SERVICE DELIVERY RECORDS: The HELPLINE shall maintain records of services provided to KINSHIP NAVIGATOR 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: HELPLINE 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 HELPLINE agrees to repay the DCDJFS the amount entitled.

9. FINANCIAL RECORDS: The HELPLINE 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: HELPLINE 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, HELPLINE 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: HELPLINE 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 HELPLINE.

12. RESPONSIBILITY OF AUDIT EXCEPTIONS: HELPLINE 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 HELPLINE 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 HELPLINE agrees to maintain compliance with state, federal and local regulations which govern the services provided under the KINSHIP NAVIGATOR Program. HELPLINE is also responsible for audit liabilities

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RESOLUTION NO. 02-1221

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND TRANSITIONS COUNSELING LLC:

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

**PURCHASE OF SERVICE CONTRACT
BETWEEN
THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
THE DELAWARE COUNTY COMMISSIONERS
AND
TRANSITIONS COUNSELING, LLC**

This Contract is made and entered into on the 1st day of July between Delaware County Department of Job and Family Services, hereinafter referred to as "DCDJFS", The Delaware County Commissioners and the TRANSITIONS COUNSELING, LLC, hereinafter referred to as the "TRANSITIONS".

1. PURPOSE OF CONTRACT: The purpose of this Contract is to outline the Programmatic and Fiscal relationships between the DCDJFS and TRANSITIONS for the implementation of counseling services to eligible Delaware County participants. Services being provided are detailed in the Proposal Description. Proposal description, which is incorporated by reference herein as if fully rewritten.

2. AGREEMENT PERIOD: This Contract will be effective from July 1, 2002 through June 30, 2003, inclusive, unless otherwise terminated.

3. LIMITATION OF SOURCE OF FUNDS: TRANSITIONS 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 TRANSITIONS for actual costs for services outlined in the Proposal Description document. Said reimbursement shall not exceed \$10,000.00. The payment for services provided by this Contract is contingent upon the availability of State and Federal funds.

The TRANSITIONS COUNSELING agrees to submit a request for payment for services and operations costs to DCDJFS on a monthly basis. DCDJFS agrees to review the request for payment and authorize adjustments, if needed. TRANSITIONS will perform monthly reconciliation of billings and will make adjustments within the subsequent month. Payment will be issued within 15 working days of receipt of the request and in compliance with the Cash Management Improvement Act (CMIA).

5. INDEPENDENT CONTRACTORS: TRANSITIONS, agents and employees of TRANSITIONS 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: TRANSITIONS must provide DCDJFS with the appropriate information necessary to support Delaware County's, state and federal administrative requirements. TRANSITIONS will provide information necessary to meet the specific fiscal and program requirements contained in the contract. DCDJFS will provide TRANSITIONS with necessary information regarding participants as specified in the Proposal Description.

7. SERVICE DELIVERY RECORDS: TRANSITIONS shall maintain records of services provided to eligible recipients. Such records shall be subject, at all reasonable times, to inspection, review or audit by duly authorized federal, state and DCDJFS personnel.

8. DUPLICATE BILLING/OVERPAYMENT: TRANSITIONS warrants that claims made to DCDJFS for payment for purchased services shall be for actual services rendered to eligible individuals and not duplicate claims made by TRANSITIONS to other sources of funds for the same service. In the case of overpayments, the TRANSITIONS agrees to repay the DCDJFS the amount of the overpayment.

9. FINANCIAL RECORDS: TRANSITIONS 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, to inspection, review or audit by duly authorized federal, state and DCDJFS personnel.

10. AVAILABILITY AND RETENTION OF RECORDS: TRANSITIONS 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

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for a period of time in the possession of any third party performing work related to this Contract unless otherwise directed by DCDJFS.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, TRANSITIONS shall retain the records until the completion of the action and all issues which arise from it or until the end of the three (3) year period, whichever is later.

11. RESPONSIBILITY FOR INDEPENDENT AUDIT: TRANSITIONS 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 DCDJFS. Any and all costs of such an independent audit shall be the sole responsibility of TRANSITIONS.

12. RESPONSIBILITY FOR AUDIT EXCEPTIONS: TRANSITIONS agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate County, State or Federal Audit or the Independent Audit described in Section 11 related to the provisions of services under this Contract. TRANSITIONS agrees to reimburse the DCDJFS and Delaware County for the amount of any Audit Exception designated by appropriate County, State, Federal or Independent Audit.

13. TRANSITIONS agrees to maintain compliance with state, federal and local regulations which govern the services provided under these purchased services. TRANSITIONS is also responsible for audit liabilities related to this program and will maintain appropriate records for audit purposes.

14. SAFEGUARDING OF CLIENT: TRANSITIONS and DCDJFS agree that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related to the administration of DCDJFS's or TRANSITIONS's responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.

15. CIVIL RIGHTS: DCDJFS and TRANSITIONS 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 TRANSITIONS 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 related to participants appeal and state hearings in accordance with State Regulations. TRANSITIONS and its providers, agents, etc. shall be under the direction of the DCDJFS, and assist in the informational gathering and support process related to the state hearing process.

17. RESPONSIBILITIES OF DCDJFS: Pursuant to Federal Regulations (H.R. 3734); State Regulations (H.B. 408) and by designation of the Delaware County Board of Commissioners, DCDJFS shall be responsible for the administration of programs 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.

18. PERFORMANCE STANDARDS: Section 5101.21 (B) (2) of the Ohio Revised Code requires that Delaware County's Programs meet specific designated outcomes and performance standards which will be included in the Partnership Agreement between the state and Delaware County. As these performance standards are refined and re-established for Delaware County, this Contract may be amended to insure that services provided through this Contract assist in the attainment of said performance standards.

19. MONITORING AND EVALUATION: DCDJFS and TRANSITIONS will monitor the manner in which the terms of the Contract are being carried out, services are being delivered, and evaluate the extent to which the program/services are being achieved.

20. TERMINATION: This Contract shall terminate automatically if TRANSITIONS 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, termination for this reason will be effective on the date that the reimbursement is no longer available.

21. AMENDMENT OF AGREEMENT: This Contract may be amended at any time by a written amendment signed by all Parties. Reasons for amendment may include, but are not necessarily limited to, the following:

1. The quality or extent of purchased services furnished by TRANSITIONS have been reduced or improved.
2. The maximum unit rate has varied significantly from actual cost.
3. TRANSITIONS fails to meet the necessary state and federal licensing requirements.

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22. **PARTIAL INVALIDITY:** A judicial or administrative funding order or decision that any part of this Contract is illegal or invalid shall not invalidate the remainder of the Contract.

23. **PUBLICITY:** In any publicity release or other public reference, including media release, information pamphlets, etc. on the services provided under this Contract, it will be clearly stated that the project is funded by the Ohio Department of Job and Family Services through the Delaware County Commissioners and the DCDJFS.

24. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** TRANSITIONS 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. If found to be out of compliance with this paragraph, TRANSITIONS may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

25. **DRUG-FREE WORKPLACE:** TRANSITIONS certifies and affirms that, as applicable to 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 Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye

RESOLUTION NO. 02-1222

IN THE MATTER OF APPROVING THE ANNUAL RENEWAL OF THE JUVENILE
ACCOUNTABILITY INCENTIVE BLOCK GRANT (JAIBG) GRANT APPLICATION:

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

Grant # JB-013-A017 Application to renew JAIBG Grant

Grant Period: January 1, 2003 to December 31, 2003

State Grant Amount:	\$ 20,815.00
Local Match:	<u>11,000.00</u>
Total Grant Amount:	\$ 31,815.00

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

RESOLUTION NO. 02-1223

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR JUVENILE
COURT:

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

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
27126310 - 510 Juvenile Accountability Grant - Benefits	27126310 - 500 Juvenile Accountability Grant - Salary	\$ 1,839.13

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

RESOLUTION NO. 02-1224

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN SCIOTO RESERVE
SECTION 1 PHASE 5; SCIOTO RESERVE SECTION 1 PHASE 6A; GOLF VILLAGE SECTION 7
PHASE 4 PART A AND GOLF VILLAGE SECTION 9 PHASE 2 PART A:

It was moved by Mrs. Martin, seconded by Mr. Ward to accept the sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Scioto Reserve Section 1 Phase 5	409 feet of 8 inch sewer	3 manholes
Scioto Reserve Section 1 Phase 6A	540 feet of 8 inch sewer	3 manholes
Golf Village Section 7 Phase 4 Part A	2,329 feet of 8 inch sewer	7 manholes

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Golf Village Section 9 Phase 2 Part A	1,781 feet of 8 inch sewer	2 manholes
Vote on Motion	Mr. Wuertz	Aye Mrs. Martin Aye Mr. Ward Aye

RESOLUTION NO. 02-1225

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR
OLENTANGY MIDDLE SCHOOL III:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve sanitary sewer plan for Olentangy Middle School III for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

Vote on Motion	Mrs. Martin	Aye	Mr. Wuertz	Aye	Mr. Ward	Aye
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RESOLUTION NO. 02-1226

IN THE MATTER OF APPROVING SETTING BID OPENING DATE AND TIME FOR SANITARY
SEWER CONTRACT CONSTRUCTION INSPECTION SERVICES:

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

Sealed Bids for Inspection Services will be received by the County of Delaware, Ohio at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio 43015, until **2:00 pm October 21,2002.** At said time the Bids will be publicly opened and read aloud.

The Board of County Commissioners reserves the right to reject any and all bids, and/or to award to the lowest and best bidder. Each bid must contain the full name of every person or company interested in the same.

Vote on Motion	Mr. Wuertz	Aye	Mrs. Martin	Aye	Mr. Ward	Aye
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RESOLUTION NO. 02-1227

IN THE MATTER OF DISAPPROVING AN INCREASE IN THE ALLOCATION OF THE COUNTY
MOTOR VEHICLE LICENSE TAX TO BERKSHIRE TOWNSHIP:

It was moved by Mr. Ward, and seconded by Mrs. Martin that the following resolution be adopted:

Whereas, the Ohio Revised Code (ORC) Section 4504.051, as enacted by House Bill 94 of the 124th General Assembly, authorizes a board of county commissioners to adopt a resolution by October 1st of any year modifying the allocation of the county motor vehicle license adopted by a board of county commissioners under section 4504.16 of the ORC, and

Whereas, the Delaware County Board of County Commissioners currently imposes a motor vehicle license tax under section 4504.16 of the ORC, and

Whereas, Division (B) (3) (a) of section 4504.05 of the ORC prescribes that the allocation of county motor vehicle license tax moneys received under section 4504.16 of the ORC to the district of registration of which is in the unincorporated area of the county shall be 70% to the county and 30% to the townships in which the owners of the motor vehicles reside in an amount equal to the amount of the tax per motor vehicle owned by such resident in each such township and registered in the preceding month in the county, unless modified by the board of county commissioners under section 4504.051 of the ORC, and

Whereas, the board of trustees of Berkshire Township has adopted a resolution under division (A) (1) (a) of section 4504.051 of the ORC requesting an increase in the percentage of moneys allocated to each township under division (B) (3) (b) of section 4504.05 of the ORC and such resolution has been forwarded to the board of county commissioners as provided by law, and

Whereas, it is the intent of the Delaware County Board of Commissioners to disapprove an increase in the percentage allocation of moneys from the county motor vehicle license tax to Berkshire Township that has adopted a resolution under section 4504.051 of the ORC requesting an increase in the percentage allocation otherwise provided under section 4504.05.

Now Therefore Be It Resolved, by the Board of Commissioners of Delaware County, Ohio that the Delaware County Board of Commissioners hereby disapproves an increase in the percentage allocation of the county motor vehicle license tax imposed under section 4504.16 of the ORC to Berkshire Township that has adopted a resolution under section 4504.051 of the ORC, and

Further Be It Resolved, by the Board of Commissioners of Delaware County, Ohio that a copy of this resolution be forwarded to the board of trustees of Berkshire Township, the County Engineer, and the County Treasurer, as required by division (B) of section 4504.051 of the ORC.

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

RESOLUTION NO. 02-1228

IN THE MATTER OF APPROVING CHANGE ORDER FOR BID PACKAGE 30 (ACCENT COMMUNICATION SERVICES, INC.) FOR THE NEW SERVICES BUILDING:

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

Accent Communication Services, Inc.

Original Contract	\$	46,476.50
Previous Change Orders	\$	30,714.25
Change Order #3 BP 30	\$	5,643.52
Revised Contract Amount	\$	82,834.27

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

RESOLUTION NO. 02-1229

IN THE MATTER OF APPROVING A NEW ORGANIZATION NUMBER, A TRANSFER OF FUNDS AND SUPPLEMENTAL APPROPRIATIONS:

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

NEW ORGANIZATION NUMBER

40540412	Ditch Construction/Zimmerman Ditch
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RENAME FUND

40540404	Ditch Construction/Sherwood Ditch
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SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
10011102 - 580	General Fund/Commissioner - Transfers	\$ 34,601.76
40540412 - 540	Ditch Construction/Zimmerman Ditch – Equip	\$ 34,601.76
40540404 - 530	Ditch Construction/Sherwood Ditch	\$ 182.00

TRANSFER OF FUNDS

FROM:	TO:	AMOUNT:
10011102 - 5801 General Fund/Comm - Transfers	40540405 - 4601 Ditch Construction/Zimmerman Ditch - Transfer-in	\$ 34,601.76
10011102 - 5801 General Fund/Comm - Transfers	40411411 - 4601 20/20 Fund - Transfer-in	\$ 1,000,000.00
40640405 - 5801 Tartan Fields - Transfers	50111117 - 4601 Bond Retirement - Transfer -in	\$ 42,243.51

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

Review Of EMS Vehicles

RESOLUTION NO. 02-1230

7:00PM FIRST PUBLIC HEARING FOR CONSIDERATION OF A DITCH PETITION (JONES-TIMMS #516) FILED BY CECIL ROBINSON AND OTHERS:

It was moved by Mrs. Martin, seconded by Mr. Ward to open the hearing at 7:00PM.

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

RESOLUTION NO. 02-1231

IN THE MATTER OF CONTINUING THE PUBLIC HEARING FOR CONSIDERATION OF A DITCH
PETITION (JONES-TIMMS #516) FILED BY CECIL ROBINSON AND OTHERS:

It was moved by Mrs. Martin, seconded by Mr. Ward to continue the Public Hearing for consideration of a ditch
petition (Jones-Timms #516) filed by Cecil Robinson and others to November 4, 2002 at 7:30PM.

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

There being no further business the meeting adjourned.

Deborah B. Martin

James D. Ward

Donald E. Wuertz

Letha George, Clerk to the Commissioners