

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD FEBRUARY 10, 2003

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

Present: Kris Jordan, Deborah B. Martin, James D. Ward

8:00 AM Prosecutor Session-Marianne Hemmeter

PUBLIC COMMENT

RESOLUTION NO. 03-172

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 6, 2003 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held February 6, 2003 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 03-173

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR027A&B:

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve payment of warrants in batch numbers CMAPR027A&B and Purchase Orders and Vouchers as listed below:

PO's

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Prudential Group Life Insurance	Long Term Disability Ins	60211902-537037010	\$ 30,000.00
Treasurer, State of Ohio	OEPA PTI App. Fee/Perry Taggart Improvement	65511918-5316	\$ 15,100.00

Vouchers

Delaware JVS/ABLE	Prof. Serv/Nov/Dec	22411601-5348	\$ 8,100.83
Council for Older adults	Purchase Serv. Title	22411606-5348	\$ 14,916.75
Bd of Developmental Disabilities	Board and Care	10011501-5350	\$ 17,500.00
Symbiont NFP	Cluster/Rawlins	22511608-534234215	\$ 6,975.00
CCAO SC	Gas/Utility	10011105-533833810	\$ 8,250.00
Bovis	Sheriff's Building/109 Serv.	40411418-5410	\$ 48,311.68
MKC Associates	Sheriff's Building	40411418-541041004	\$ 40,420.19

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

RESOLUTION NO. 03-174

IN THE MATTER OF GRANTING THE ANNEXATION PETITION OF 2.065 ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF POWELL:

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

Whereas on January 10, 2003, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by, Jackson B. Reynolds, agent for the petitioners, of 2.065 Acres, more or less, in Liberty Township to the City of Powell.

Whereas, ORC Section 709.23-Expedited Type 2 Annexation Petition; Petitions By All Property Owners With Or Without Consent of Municipality & Township(s) – If the Municipality or Township does not file an objection within 25 days after filing of annexation, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation.

Whereas, 25 days have passed and the Clerk of the Board has not received an objection from the City of Powell or the Township of Liberty.

Therefore, Be It Resolved, the Delaware County Board of Commissioners grants the annexation petition request to annex 2.065 Acres, more or less, in Liberty Township to the City of Powell.

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

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RESOLUTION NO. 03 -175**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Auditor's Office is requesting that Shoreh Elhami attend a GIS/ CAMA Conference in Columbus, Ohio March 30 through April 1, 2003, at the cost of \$345.00.

The Department of Job and Family Services is requesting that Larry Hager and Anne Tallent attend a Welfare Fraud Training Conference in Columbus, Ohio March 24 through 26, 2003, at the cost of \$280.00.

The Department Of Job And Family Services is requesting that Sharon Asperry attend a Head Start Advisory Committee Meeting in Newark, Ohio February 25, 2003, at no cost.

The Department of Job and Family Services is requesting that Pam Pruett and Carrie Block attend an In Focus Training in Columbus, Ohio, March 19 & 20, 2003, at the cost of \$199.00.

The Department of Job and Family Services is requesting that Tammy Mannasmith, Anne Tallent and Larry Hager attend a Quarterly Fraud Control Meeting in Hancock County, March 7, 2003, at the cost of \$30.00.

The Environmental Services Department is requesting that Lyndon Johnson attend a Section Meeting in Coshocton, Ohio February 20, 2003, at the cost of \$25.00.

The Environmental Services Department is requesting that Rick Varner attend an OWEA Government Affairs Workshop in Newark, Ohio February 18, 2003, at the cost of \$100.00.

The Environmental Services Department is requesting that Ricky Thomas attend a Wastewater Collection Systems Workshop in Columbus, Ohio February 11, 2003, at the cost of \$95.00.

The Commissioners Office is requesting that James D. Ward, Jack Prim and Don Witt attend a Jail Expansion Visit in New York February 13 & 14, 2003, at the cost of \$1,199.02.

The Emergency Services Department is requesting that Shoreh Elhami, Larry Fisher, John Tracy, Elissa Sessley, Kathy Coy and Sharon Creamer attend an Ohio APCO/NENA State Conference in Worthington, Ohio April 6 through 8, 2003, at the cost of \$450.00.

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

RESOLUTION NO. 03-176**IN THE MATTER OF APPROVING PLAT FOR NORTH ORANGE SECTION 2, PHASE 2, PARTS A & B AND DITCH MAINTENANCE PETITION FOR SHEFFIELD PARK SECTION 1:**

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

North Orange Section 2, Phase 2, Parts A & B

Situated In The Township Of Orange, County Of Delaware, State Of Ohio, Located In Part Of Farm Lots 2, 3 And 4, Section 2, Township 3, Range 18, United States Military Lands, Being A 26.569 Acre Subdivision, There Being 22.697 Acres Out Of An Original 83.386 Acre Tract Conveyed To Planned Communities, LLC. In Official Record Volume 69, Page 248, And Official Record Volume 69, Page 253 And Being 0.252 Acres Out Of An Original 92.987 Acre Tract Conveyed As Parcel 1 To Planned Communities, L.L.C. As Recorded In Official Record Volume 69, Pages 217, Official Record Volume 69, Pages 221 (An Undivided 1/6 Interest), Official Record Volume 69, Pages 225, Official Record Volume 69, Page 229 (An Undivided 1/6 Interest), And Being 3.620 Acres Out Of An Original 19.879 Acre Tract Conveyed To Planned Communities, LLC In Official Record Volume 280, Page 1973. There Being 4.902 Acres In Farm Lot 2, 11.142 Acres In Farm Lot 3, And 10.525 Acres In Farm Lot 4. All References Being To The Records Of The Recorder's Office, Delaware County, Ohio. Cost \$159.00.

Ditch Maintenance Petition- Sheffield Park Section 1

We the undersigned owners of 52.211 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as **Sheffield Park Section 1** 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

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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 **Sheffield Park Section 1** Subdivision.

The cost of the drainage improvements is \$417,190.00 and 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. Seventy-eight (78) 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, \$5,348.59 per lot. An annual maintenance fee equal to 2% of this basis \$106.37 will 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 \$8,343.80 has been paid to Delaware County.

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

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

RESOLUTION NO. 03-177

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENT FOR WILLOW BEND SECTION 2:

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

Willow Bend Section 2

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 10th day of February, 2003 between **EDWARDS LAND DEVELOPMENT COMPANY**, as evidenced by the **WILLOW BEND SECTION 2** Subdivision Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**; said **SUBDIVIDER** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer's Estimate approved 8/2/02, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations of Delaware County, Ohio**. The **SUBDIVIDER** shall pay the entire cost and expense of said improvements.

The **SUBDIVIDER** shall indemnify and save harmless the **County, Townships and/or Villages** and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**

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

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

ROADWAY AND STORM DRAINAGE

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

Upon the completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workman-ship for a period of **one year**. Said

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SUBDIVIDER’S bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer’s** satisfaction. All work is to be done in accordance to the **Ohio Department of Transportation Specifications**.

Acceptance of the roads and drainage structures in said subdivision into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **SUBDIVIDER’S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

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

CONSTRUCTION

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

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

The **SUBDIVIDER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **SUBDIVIDER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **SUBDIVIDER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

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

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO**, hereby grants the **SUBDIVIDER** or his agent, the right and privileges to make the improvements stipulated herein.

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

RESOLUTION NO. 03-178

IN THE MATTER OF ACCEPTING PERFORMANCE CONSTRUCTION BONDS NORTH ORANGE SECTION 2, PHASE 2, PART B:

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

North Orange Section 2, Phase 2, Part B

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. They are now at a point where they would like to file the plat. The Engineer has, therefore, estimated the remaining construction costs to be **\$178,234.40**, and two Letters of Credit totaling that amount are available to cover the bonding of this project.

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

RESOLUTION NO. 03 -179

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

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

Permit #	Applicant	Location	Type of Work
U03015	Verizon	Winter Road	Road bore with telephone cable
U03016	Columbia Gas	North Orange Section 2, Phase 2	Install gas main

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

RESOLUTION NO. 03-180

IN THE MATTER OF SETTING BID OPENING DATE AND TIME AND APPROVING ESTIMATE FOR PORTABLE CHANGEABLE MESSAGE BOARDS FOR THE DELAWARE COUNTY ENGINEERS OFFICE:

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

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PUBLIC NOTICE
INVITATION TO BID

Sealed bids will be received by the **Delaware County Commissioners at the Office of the Delaware County Engineer 50 Channing Street, Delaware, Ohio, for Portable Changeable Message Boards until Monday, March 3, 2003 at 10:00 a.m.**, at which time said bids will be opened for review. Bid award shall be made at the discretion of the Delaware County Commissioners based on the determination of the lowest and best bidder, and all bidders shall be notified accordingly.

The PCMB's shall meet the requirements herein.

Bids shall be submitted in a sealed envelope and marked **SEALED BID FOR PORTABLE CHANGEABLE MESSAGE BOARDS**.

This **Invitation to Bid** is hereby made a part of the Specifications. The Delaware County Commissioners reserve the right to reject any and/or all bids.

Engineer's Estimate:

Description	Quantity	Unit Price	Total Price
Portable Changeable Message Boards	2	\$18,000.00	\$ 36,000.00

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

RESOLUTION NO. 03-181

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE MAP DEPARTMENT:

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

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
10011102-5901 General Fund - Contingency	10040401-5260 Gen Fund/Map Dept - Equip < \$5,000	\$ 3,921.00

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

RESOLUTION NO. 03-182

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR WILLOW SPRINGS NORTH SECTION 2:

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve sanitary sewer plan for Willow Springs North Section 2 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 03-183

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR WILLOW BEND SECTION 2:

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

Willow Bend Section 2

**SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 10th day of February 2003, by and between BIG WALNUT ASSOCIATES SUBDIVIDER, as evidenced by the **WILLOW BEND SECTION 2** Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$112,100.00, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 38 equivalent single family residential connections.

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The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$89,000.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$7,100.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.50 per foot of sewer which will be deducted to cover a re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

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

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

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

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

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

RESOLUTION NO. 03-184

IN THE MATTER OF SETTING BID OPENING DATE AND TIME FOR THE PURCHASE OF AN AUDIO VISUAL SYSTEM FOR CONFERENCE ROOM G 35 IN THE DELAWARE COUNTY, RUTHERFORD B. HAYES SERVICES BUILDING:

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

**PUBLIC NOTICE
INVITATION TO BID**

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 at **10:00 AM on Monday, March 10, 2003**, at which time they will be publicly opened and read and the contract awarded as soon as possible, for the purchase of a audio visual system for conference room G 35 in the Delaware County, Rutherford B. Hayes Services Building.

Each bid must contain the full name of every person or company interested in same, and be accompanied by an acceptable bid bond or certified check in the amount of \$250 made payable to the Delaware County, Ohio. Bid specifications may be obtained from Delaware County Commissioners Office, 101 N. Sandusky St., or Delaware County Facilities Management Office, 1405 US 23 North, Delaware, Ohio during normal business hours.

The County reserves the right to reject any and all bids, in whole or in part, to waive any defect in any or all bids, to accept the bid or part it deems to be the lowest and best. Bids shall be submitted in a sealed envelope marked "Sealed Bid for G35 A/V System." No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

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

RESOLUTION NO. 03-185

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND OTIS MAINTENANCE FOR PREVENTIVE MAINTENANCE WORK ON THE HYDRAULIC ELEVATOR UNIT IN THE DELAWARE COUNTY SERVICES BUILDING:

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve the contract with Otis Maintenance for The Delaware County Services Building.

(A copy of the contract is available in the Commissioners Office until no longer of administrative value).

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

RESOLUTION NO. 03-186

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND OTIS MAINTENANCE FOR PREVENTIVE MAINTENANCE WORK ON THE HYDRAULIC ELEVATOR UNIT IN THE DELAWARE COUNTY JUVENILE COURT:

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve the contract with Otis Maintenance for The Delaware County Juvenile Court.

(A copy of the contract is available in the Commissioners Office until no longer of administrative value).

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

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RESOLUTION NO. 03-187

A RESOLUTION AUTHORIZING A SUPPLEMENTAL APPROPRIATION TO PROVIDE FUNDING FOR DELAWARE COUNTY'S PARTICIPATION IN THE COLUMBUSAMERICA REGIONAL ECONOMIC DEVELOPMENT PROGRAM:

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

WHEREAS, the Greater Columbus Chamber of Commerce (GCCC) has created the Columbus Regional Partnership (CRP), a network of governmental entities representing the seven county Central Ohio Region, which includes Delaware County, to improve regional coordination in economic development issues; and

WHEREAS, the CRP/GCCC provides local communities with, and is a source for, economic development project leads and prospects, provides access to local and global marketing initiatives and promotion through their website, provides regional demographic information, and provides a forum for establishing policies to promote regional economic development; and

WHEREAS, the Delaware County Economic Development Department, representing the Delaware County Board of Commissioners, is a participating member of the Columbus Regional; and

WHEREAS, ColumbusAmerica is the Greater Columbus Area Chamber of Commerce's economic development fund to promote said regional economic development; and

WHEREAS, Delaware County supports a regional approach to economic development.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the Delaware County Board of Commissioners authorize a supplemental appropriation for the one-time expenditure of \$5,000.00 to support the ColumbusAmerica regional economic development program in program year 2003 to account number 21011113-5308.

Section 2. That the Delaware County Board of Commissioners shall review, on an annual basis, the County's participation in the ColumbusAmerica program in order to assess the benefits of the program relative to the County's economic development goals and objectives.

Section 3. That this resolution shall take effect and be in force immediately after its passage.

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

RESOLUTION NO. 03-188

AUTHORIZING TERMINATION OF AN ENTERPRISE ZONE AGREEMENT WITH MICROCOM CORPORATION AND SUG'S REVENGE (FORMERLY AIRTIGHT LTD.):

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

WHEREAS, the Delaware County Board of Commissioners, Orange Township, Microcom Corporation (Microcom), and Sug's Revenge (formerly Airtight Ltd.) did enter into an Enterprise Zone Agreement authorized by Resolution 99-780 as passed by the Delaware County Board of Commissioners, and Resolution 99-091 as authorized by the Orange Township Board of Trustees, in conjunction with a PROJECT to be undertaken to invest in new real property improvements, new equipment and furniture & fixtures personal property and, new inventory at the PROJECT site in Orange Township located at 8250 Green Meadows Drive N., Lewis Center, Ohio, a facility which includes 8220 Green Meadows Drive - North, Lewis Center, Ohio; and

WHEREAS, on March 7, 2002, the Delaware County/Orange Township Tax Incentive Review Council (TIRC), based on reporting submitted by Microcom Corporation regarding the status of the Enterprise Zone Agreement in Program Year 2001, determined that as a result of Microcom being significantly behind schedule in new job and payroll creation and investment in new personal property at the PROJECT site, and because the PROJECT had not attained the required level of investment in real property improvements at the PROJECT site, recommended that this Enterprise Zone Agreement be placed on an Advisory Status; and

WHEREAS, the recommendation to place the Microcom PROJECT on an Advisory Status was accepted by the Orange Township Board of Trustees via Resolution 02-111 passed April 15, 2002, and was accepted by the Delaware County Board of Commissioners via Resolution 02-540 passed April 22, 2002; and

WHEREAS, achieving established investment levels in new equipment, furniture & fixtures and inventory, and creating new jobs and payroll, and attaining the required level of investment in real property improvements at the PROJECT site are primary elements of compliance within the aforementioned Enterprise Zone Agreement and failure to fulfill these obligations constitutes material failure on the part of Microcom Corporation and Sug's Revenge

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(formerly Airtight Ltd.) to fulfill its obligations under the Enterprise Zone Agreement; and

WHEREAS, the Enterprise Zone Agreement for the referenced PROJECT, as stated in Section 13 of the Enterprise Zone Agreement, that if Microcom Corporation or Sug’s Revenge (formerly Airtight Ltd.) fail to fulfill its obligations under said Enterprise Zone Agreement, then Delaware County and Orange Township may terminate or modify exemptions from taxation granted under said Agreement.

WHEREAS, on August 20, 2002, Microcom Corporation reported that no significant change had occurred and no significant improvement had been achieved in job & payroll creation and investment in new personal property since the reporting submitted by Microcom Corporation regarding the status of the Enterprise Zone Agreement in Program Year 2001, and, as a result, on November 5, 2002, the Delaware County/Orange Township Tax Incentive Negotiating Committee recommended that the Enterprise Zone Agreement be terminated; and

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio, as follows:

1. Effective as of the date of passage of this Resolution, all existing tax exemptions granted to Microcom Corporation and Sug’s Revenge (formerly Airtight Ltd.), for new investment in personal property equipment, furniture & fixtures and inventory, and real property improvements as established in the Enterprise Zone Agreement, for the PROJECT located at 8250 Green Meadows Drive N., Lewis Center, Ohio, a facility which includes 8220 Green Meadows Drive - North, Lewis Center, Ohio, shall be terminated.
2. The Delaware County Director of Economic Development is directed to formally notify the Delaware County Auditor, the Ohio Department of Development, the Ohio Department of Taxation, the Olentangy Local School District and the Delaware Joint Vocational School of this action.
3. That this Resolution shall take effect and be in force immediately after passage.

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

RESOLUTION NO. 03-189

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS LITTLE PREP SCHOOL, INC. AND CHRIS ENGLAND:

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

Child Care		Basic Rates Full Time (25 Hrs. or More)	Part Time Rates	Adjustment to Basic Rates
Little Prep School Inc. 2350 Fuji Drive Columbus, Ohio 43229	Infant	\$140.00	\$ 93.80	\$25.00 Registration Fee
	Toddler	\$125.00	\$ 83.75	
	Preschool	\$114.00	\$ 76.00	
	Schoolage	\$103.00	\$ 69.00	
	Before & After School	\$ 60.00	\$ 60.00	
	Before Or After School	\$ 70.00	\$ 69.00	
Chris England 110 West Blagrove Street Richardwood, Ohio 43344	Infant	\$ 2.05		None
	Toddler	\$ 2.05		
	Preschool	\$ 1.90		
	Schoolage	\$ 1.90		
		Per Hour		

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

RESOLUTION NO. 03-190

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND TRI RIVERS CAREER CENTER FOR SERVICES TO ASSIST WIA/TANF PARTICIPANTS:

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

This Agreement is entered into by and between the Delaware County Department of Job and Family Services (hereafter, “Department”), the Delaware County Board of Commissioners (hereafter “County”), and Tri Rivers Career Center (hereafter “Tri Rivers Career Center”).

Whereas the County has accepted State funds and needs to provide services or, contract out for services, and Tri Rivers Career Center is willing to provide those services at an agreed-upon price, the Parties mutually agree that:

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- A. Tri Rivers Career Center will provide services for WIA/TANF-eligible participants.
- B. The cost of Tri Rivers Career Center services will be as per tuition rates charged the public. Expenditures under this contract will not exceed \$30,000.
- C. The time period for this contract is from January 6, 2003 through June 30, 2004.
- D. Tri Rivers Career Center shall submit a monthly invoice and project report to the Department. The Department agrees to review the invoices and make payment within 30 days of the receipt of the invoice, subject to appropriate modifications/corrections.
- E. Tri Rivers Career Center understands and agrees that payment for all services provided in accordance with the provisions of this Agreement depends upon the availability of county, state and federal funds.
- F. This agreement cannot be modified except when reduced to writing and signed by all Parties.
- G. Notwithstanding section (F), in the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this Agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.
- H. Tri Rivers Career Center agrees that the use or disclosure of any information concerning participants for any purpose not directly connected to the delivery of purchased services is prohibits.
- I. The Parties understand and agree that this written Agreement encompasses the entire understanding between the Parties, and supercedes all oral or prior agreements.
- J. Tri Rivers Career Center agrees to hold harmless the Department, the County, and the Ohio Department of Job and Family Services from all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.
- K. Tri Rivers Career Center agrees to maintain compliance with the state, federal, and local regulations which govern the provision of these services.
- L. The Department and Tri Rivers Career Center agree that in the performance of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that Tri Rivers Career Center will fully comply with all appropriate federal and state laws regarding such discrimination, and the right to and method of appeal will be made available to all persons serviced under this Agreement
- M. This Agreement may be terminated by Tri Rivers Career Center or the Department upon seven days written notice. Failure to honor the terms of this Agreement and/or the related state, federal, or local regulations shall result in immediate termination of this Agreement. If any of the terms of this Agreement change, Tri Rivers Career Center must notify the Department immediately.

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

RESOLUTION NO. 03-191

IN THE MATTER OF APPROVING AN AMENDMENT TO THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES REQUIRED TRAINING FOR 2003:

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

Required Training

Cost of training to be paid from local/state/federal appropriated funds.

Following are itemized the anticipated expenses necessary to be incurred during such period.NOTE: The total will be the maximum that would be reimbursed. Staff will use a county vehicle if available, reasonable and efficient.

I hereby request authorization for: Julie Kunkle, Rhonda Leasure, Sharon Lloyd, Larry Hager, Donna Eckman, Chad Richardson, Perry Harper, Tracey Merrin, Julie King, Celia Vail, Carleen Miller, Mona Reilly

to attend, at the expense of Delaware County, WIA/One Stop Technical Assistance meetings, Monthly Workforce Development meetings, One Stop Consortium meetings, Workforce Development Systems Operations meetings, IM Supervisor meetings, Quarterly Family Stability Regional meetings, Delaware-Knox Board meetings, at various locations for the period of 01/01/03 through 12/31/03.

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ADD: Pam Pruett

I hereby request authorization for: Larry Hager

to attend, at the expense of Delaware County, Monthly Child Care meetings, at Columbus for the period of 2/10/03 through 12/31/03.

(11 meetings x 60 miles x \$0.30)
 Mileage for personal automobile actual miles at \$0.30 \$198
 Parking for actual cost (11 meetings x \$10) \$110
 Approximate of total request \$308

Requested/Recommend by: Mona Reilly, Director
 Delaware County Department of Human Services

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

RESOLUTION NO. 03-192

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS AND SUPPLEMENTAL APPROPRIATIONS FOR THE DEPARTMENT OF JOB AND FAMILY SERVICES:

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

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
22411601-5901 JFS/IM - Contingency	22411601-5001 JFS/IM - Salaries	\$ 18,859.10
22411601-5901 JFS/IM - Contingency	22411601-5004 JFS/IM - OT	\$ 10,000.00
22411603-5901 JFS/WFD - Contingency	22411601-5004 JFS/WFD - OT	\$ 2,000.00

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
22411604-5001	JFS/Children's Srvs - Salaries	\$ 19,000.00
22411604-5004	JFS/Children's Srvs - OT	\$ 2,000.00
22411606-5004	JFS/Social Srvs - OT	\$ 2,000.00
22411603-5004	JFS/WFD - OT	\$ 5,000.00
22411603-5215	JFS/WFD - Program Supplies	\$ 15,000.00
22411603-5250	JFS/WFD - Equip <\$500	\$ 1,500.00
22411603-5348	JFS/WFD - Program Professional Services	\$ 138,500.00
22411603-5350	JFS/WFD - Client Human Services	\$ 90,000.00

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

RESOLUTION NO. 03-193

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY CHILD SUPPORT ENFORCEMENT AND JUVENILE COURT:

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

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

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This agreement made and entered into on the 2nd day of January, 2003, 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, Section 2301.35 of the Ohio Revised Code, and Ohio Administrative 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, 2003, through December 31, 2003, 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: 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
Local Matching Funds	\$49,987.74	Delaware
Federal Matching Funds	\$99,990.47	Federal
Total	\$149,978.22	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.

(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 \$ 113.62 per Hour

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 his 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.

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

(C) Notwithstanding Sections (A) and (B) of this article, This agreement may be terminated by mutual agreement thirty days 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 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.

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

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

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

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

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

RESOLUTION NO. 03-194

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY CHILD SUPPORT ENFORCEMENT AND COMMON PLEAS COURT I:

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

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

This agreement made and entered into on the 21st day of January, 2003, 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, 2003, through December 31, 2003, 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	\$ 7,830.06	Delaware	34%

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Federal Matching Funds	\$ 15,610.04	Federal	66%
Total	\$ 23,440.10	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 \$ 55.81 per hour 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 Sections (A) and (B) of this Article, this agreement may be terminated by mutual agreement at any time after the date on which the two parties reach their decision.
- (D) Notwithstanding Sections.(A) and (B) of this Article, if the federal and/or nonfederal funds designated for the programs are not available to the CSEA in an amount adequate to support the activities under this agreement as determined by the CSEA, the CSEA may terminate this agreement. Such termination is not subject to advance written notice but will be effective on the date federal and 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

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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.

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

RESOLUTION NO. 03-195

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY CHILD SUPPORT ENFORCEMENT AND COMMON PLEAS COURT II:

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

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

This agreement made and entered into on the 22nd day of January, 2003, 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, 2003, through December 31, 2003, 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	\$ 4,296.20	Delaware	34%
Federal Matching Funds	\$ 8,566.66	Federal	66%
Total	\$12,862.86	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 \$ 67.70 per hour 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.

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(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 including apprenticeship.

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- 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. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 03-196

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY CHILD SUPPORT ENFORCEMENT AGENCY AND THE CLERK OF COURTS:

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

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

This agreement made and entered into on the 15th day of January 2003, by and between the Delaware County Child Support Enforcement Agency (hereinafter referred to as the "CSEA" and Delaware County Clerk of Courts, 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, 2003, through December 31, 2003, inclusive, unless otherwise terminated. In no case may the Contract period exceed one (1) year.
- 4. Availability of Funds: The CSEA represents that it has adequate funds to meet its obligations under this agreement; that it intends to maintain this agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this agreement. However, payments for all services provided in accordance with the provisions of this Contract are contingent upon availability of nonfederal and federal matching funds as follows:

Amount		Source	
Nonfederal Matching Funds	\$ 30,345.00	Delaware	34%

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Federal Matching Funds	\$ 58,905.00	Federal	66%
Total	\$ 89,250.00	Combined	100%

- (A) Provider warrants that any costs incurred pursuant to this agreement will not be allowable to or included as a cost of any other federally financed program.
- (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 \$ 12.56 per each docket entry
6. Fees: If applicable, shall be charged as detailed in Exhibit I.
7. Eligibility for Services: Current and past public assistance recipients or those who have completed IV-D application form.
8. Payment for Purchased Services: The Provider shall submit an invoice and cost statement to the CSEA on a monthly basis. Format of the cost statement is attached as Exhibit II.
9. Subcontracting: When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, the Provider may subcontract All such subcontracts shall be in the same form as this agreement and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release the Provider of 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, 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

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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.

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

RESOLUTION NO. 03-197

IN THE MATTER OF APPROVING AN APPOINTMENT TO THE DELAWARE COUNTY LOCAL EMERGENCY PLANNING COMMITTEE (LEPC):

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

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WHEREAS, in accordance with the Ohio Revised Code Section 3750.03(b) the Local Emergency Planning Committee (LEPC) recommends to the Board of Commissioners to approve the appointment of Stephen Hrytzik as the alternate representative for the City of Powell to the LEPC effective February 10, 2003.

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

RESOLUTION NO. 03-198

IN THE MATTER OF SETTING AN OPENING DATE FOR ACCEPTANCE OF PROPOSALS ON CONTRACTING FOR THE PURCHASE OF A COUNTYWIDE DIGITAL 800 MHZ RADIO SYSTEM:

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

WHEREAS, the Delaware County Board of Commissioners desire to consider the acquisition of a countywide radio system that will provide interoperability among all public safety users, and

WHEREAS, it has been determined that a state-of-the-art digital 800 MHz system will be the best solution for present and future County needs as determined by the public safety users;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve a time and date of **1:00 p.m., April 3, 2003**, for the opening of proposals by interested firms.

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

RESOLUTION NO. 03-199

IN THE MATTER OF AMENDING THE LEASE AGREEMENT BETWEEN DELAWARE COUNTY COMMISSIONS AND ORANGE TOWNSHIP FOR USE OF A PORTION OF ITS FACILITIES BY THE DELAWARE COUNTY SHERIFF’S OFFICE:

It was moved by Mrs. Martin, seconded by Mr. Jordan to amend the lease agreement:

WHEREAS, the Township of Orange, (hereinafter referred to as “Owner”), desires to amend the agreement with the Board of Commissioners of Delaware County, Ohio, (hereinafter referred to as “County”), to permit use of a portion of its facilities located in Orange Township, 1680 E. Orange Road, Lewis Center, Ohio 43035, by the Delaware County Sheriff’s Office; and

WHEREAS, the County desires to reduce the portion of Owner’s facilities in order to provide a sheriff’s substation to the citizens of Southern Delaware County, including Orange Township;

NOW, THEREFORE, this amendment to the Agreement is made and entered into this date by and between the Owner and the County.

Witnesseth:

1. County hereby amends the lease from Owner, whereby the Owner currently leases to County, two (2) offices located in the building at 1680 E. Orange Road, Lewis Center, Ohio 43035, the County will now occupy one (1) office for use as a base of operations for the provision of a Sheriff’s substation for the remainder of the three (3) years beginning June 1, 2001, and ending May 31, 2004, together with such successive rental periods, if any, as may be mutually agreed upon by the parties hereto. The County will allow Orange Township use of the administrative room on the north side of the building, while continuing to use the office on the south side of the hallway.
2. The County agrees to provide, as a portion of its consideration herein, law enforcement from such facility to Southern Delaware County including Orange Township. Such service shall be defined to include the assignment of peace officers, and the placement of Sheriff’s vehicles, to work from the substation. If the offices are not staffed for such purposes for a period of thirty (30) consecutive days, Owner may give notice to County that the lease shall terminate if the offices are not so occupied within fifteen (15) days of the receipt of the notice. If County does not, within such period; staff the offices for the purposes stated above, this agreement shall terminate without the necessity for further action by either party.
3. County shall have the full right to control of one (1) office, to make repairs and/or install additions, fixtures and improvements to the office, at County’s sole cost and expense and upon the written consent of Owner. Owner shall have no obligation or liability to make any repair or improvement to the offices or remaining Facilities, nor for any costs or expenses in connection with the construction of repairs, additions, fixtures, or improvements to the offices. Any such repairs, additions, fixtures or improvements, except movable furniture and like furnishings, shall, without compensation to County be the property of Owner and remain upon the facilities as a part thereof, and be surrendered with the

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premises upon the termination of the Lease, or upon failure of county to pay or perform the rents and covenants of this lease agreement. County shall permit Owner and its agents to enter into and upon the Facilities at all reasonable times for the purpose of inspecting the same.

- 4. County shall promptly comply with all laws, orders, rules, regulations and requirements of federal, state and local governments and appropriate departments, commissions, boards, and officers of these governments throughout the term of this lease agreement, and without cost to Owner. County shall promptly comply with these legal requirements whether they are foreseen or unforeseen, or ordinary or extraordinary.
- 5. County shall be responsible for all necessary maintenance of the office. County shall hold Owner harmless from all cost and expense incurred in regard to such maintenance and utilities.
- 6. Owner shall maintain fire and extended coverage insurance upon the office located within the Facilities, provided that such insurance can be obtained.
- 7. County shall not assign this lease, nor sublet the office or any portion thereof nor use the same any part thereof. Or permit the same of any part thereof to be used for any other purpose than as above stipulated, without the written consent of Owner.
- 8. All personal property and/or fixtures placed or moved in or upon the office above described shall be at the risk of the County or the owner thereof, and Owner shall not be liable for any damages to said personal property and/or fixtures. Neither shall Owner be liable to County for any damages resulting from the inability of County to make use of the offices by reason of bursting or leaking water pipes, fire, natural disaster, or other cause.
- 9. County agrees to indemnify and hold Owner entirely free and harmless from and against all liability of any and all claims for loss, damages or injury of any kind or character to any person or property arising from any use of the office by County, or caused by or resulting from any act or omissions of County or any of its agents, employees, licensees or invitees. County is obligated under this indemnification and hold harmless clause to the maximum amount of One Million Dollars (\$1,000,000.00). Unless other wise excepted in this Lease Agreement, Owner agrees to indemnify County against damages arising from use of the offices by County and caused by the actions, or inactions, of Orange Township, its employees or agents. Owner is obligated under this indemnification clause to the maximum amount of One Hundred Thousand Dollars (\$100,000.00).
- 10. County shall maintain for the full lease term self-insurance and/or general liability insurance policies with a combined minimum limit of One Million Dollars (\$1,000,000.00), securing the indemnity and hold harmless obligations set forth above. Any such general liability insurance policies shall be issued by companies authorized to issue such policies within the State of Ohio. Owner shall be named as an additional insured in such self-insurance program or general liability insurance policies in regard to liability encompassed within the indemnity and hold harmless obligations set forth above, and County shall provide proof of the same to the Owner upon demand.
- 11. County or Owner shall give notice at least thirty (30) days prior to the end of the initial three (3) year rental period provided herein if either such entity does not desire to extend this Agreement.
- 13. All notices provided to be given under this Lease Agreement shall be given by certified mail or registered mail, addressed to the proper party, at the following address:

Owner: Orange Township Trustees, c/o Township Clerk, 1680 East Orange Road, Lewis Center, Ohio 43035.

County: Delaware County Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015.
- 14. If any term, covenant or condition of this lease agreement shall be held invalid or unenforceable to any extent, the remainder of the terms, covenants and conditions of this lease agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

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

RESOLUTION NO. 03-200

IN THE MATTER OF APPROVING THE QUARTERLY REPORT OF THE RECYCLE OHIO GRANT:

It was moved by Mr. Jordan, seconded by Mrs. Martin, to approve the quarterly Report of the Recycle Ohio Grant.

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

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There being no further business the meeting adjourned.

Kris Jordan

Deborah B. Martin

James D. Ward

Letha George, Clerk to the Commissioners