

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 13, 2003**

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

Present: Kristopher W. Jordan, Deborah B. Martin, James D. Ward

**8:00 AM Investment Committee**

**8:05 AM Prosecutor Session**

**PUBLIC COMMENT**

**RESOLUTION NO. 03-1317**

**IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 9, 2003 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:**

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve the resolutions and records of the proceedings from regular meeting held October 9, 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. 03-1318**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1010:**

It was moved by Mr. Martin, seconded by Mr. Jordan to approve payment of warrants in batch numbers CMAPR1010 and Purchase Orders and Vouchers as listed below:

**Purchase Orders**

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Defense Technology Corp of Am.	Fire 3 PPE	21511310-5260	\$ 12,274.89
<b>Increases</b>			
AEP	Emergency Utilities	22411602-5350	\$ 1,000.00
Labella Learning	Child Care	22411606-5348	\$ 2,190.00
The Learning center Worthington	Child Care	22411606-5348	\$ 2,000.00
Child Care Unlimited	Child Care	22411606-5348	\$ 7,000.00
Robin Massey	Child Care	22411606-5348	\$ 2,000.00
LaPetite/E. Walnut St.	Child Care	22411606-5348	\$ 3,000.00
Vonda Edmonds	Child Care	22411606-5348	\$ 1,000.00
Leslie Kanniard	Child Care	22411606-5348	\$ 3,000.00
Oasis Therapeutic Foster Care	Residential Treatment	22511607-5342	\$ 3,500.00
Starr Commonwealth	Residential Treatment	22511607-5348	\$ 8,000.00
Adriel School	Residential Treatment	22511607-5342	\$ 3,000.00
Step By Step Academy	Cluster	22511608-5348	\$ 31,000.00

**Vouchers**

Symbiont NFP	Cluster Residential Treatment	22511608-5342	\$ 13,950.00
Priority Dispatch	Emergency Medical Dispatch	21411306-5450	\$ 116,000.50
Marathon Ashland Petroleum LLC	Fuel	10011106-522822801	\$ 6,181.84
Kindercare Neverland	Child Care	22411606-5348	\$ 30,098.00
Toddler Inn Child Care	Child Care	22411606-5348	\$ 10,334.35
Petroleum Traders	Gasoline	10011106-5228	\$ 9,342.26

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

**RESOLUTION NO. 03-1319**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Prosecutor's Office is requesting that David A. Yost attend a Professional Law Enforcement Conference in Columbus, Ohio October 28 to 29, 2003, at the cost of \$80.00.

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The Economic Development Department is requesting an increase of \$ 50.00 to Tim Boland's previously approved travel request to attend a Professional Development Session.

The Emergency Services Department is requesting that 29 Paramedics attend a Pediatric Advanced Life Support course at Grady Memorial Hospital October 25, 2003 to November 3, 2003, at the cost of \$1,971.50.

The Emergency Services Department is requesting that 30 Paramedics attend an Advanced Cardiac Life Support course at Grady Memorial Hospital October 13, 2003, at the cost of \$1,920.00.

Juvenile Court is requesting that Mary Cagnina and Lisa Risinger attend a Workshop on Programming For Girls in Westerville, Ohio November 6, 2003, at the cost of \$100.00.

The Auditor's Office is requesting that Merrill Sheets attend a Weights and Measures Fall Training School in Columbus, Ohio October 28 to 31, 2003, at the cost of \$220.00.

The Auditor's Office is requesting that Paul Howard attend a Regional Training Seminar in Reynoldsburg, Ohio December 15 to 19, 2003, at the cost of \$150.00.

The Department of Job and Family Services is requesting that Marsha Coleman attend a Children's Records Law In Ohio Seminar in Columbus, Ohio December 12, 2003, at the cost of \$273.40.

The Auditor's Office is requesting that Jerry Walraven attend a Bi-Tech Training Session in Chicago, Illinois October 15 to 16, 2003, at the cost of \$491.00.

The Engineer's Office is requesting that Chris Bauserman, Scott Pike, Ryan Mraz, Tiffany Brinkmoeller, Rob Riley and Michelle Strohl attend the CEAO/CCAO Winter Conference in Columbus, Ohio November 30 to December 3, 2003, at the cost of \$1,914.00.

The Commissioner's office is requesting that Jim Ward, Dave Cannon and Tim Boland travel to New York City for a Bond Rating Presentation on October 16 & 17 at a cost of \$2800.00

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

**RESOLUTION NO. 03-1320**

**IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS, AND SUPPLEMENTAL APPROPRIATIONS FOR THE SHERIFF'S OFFICE:**

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

**SUPPLEMENTAL APPROPRIATIONS**

10031303-5355	Sheriff Jail/Transportation Services	8,360.00
10031303-5342	Sheriff Jail/Medical & Health Services	45,140.00

**TRANSFER OF APPROPRIATIONS**

FROM	TO	AMOUNT
10031301-5201 Sheriff Deputies /Office Supplies	10031301-5325 Sheriff Jail/Maintenance Contracts	5,000.00
10031301-5260 Sheriff Deputies/Inventoried Tools	10031301-5325 Sheriff Jail/Maintenance Contracts	20,000.00
10031301-5238 Sheriff Deputies/Safety & Security	10031303-5294 Sheriff Jail/Food Supplies	18,500.00
10031301-5270 Sheriff Deputies/Equipment Parts	10031303-5243 Sheriff Jail/Drugs & Pharmaceuticals	1,500.00
10031301-5224 Sheriff Deputies/Uniforms & Clothing	10031303-5342 Sheriff Jail/Medical & Health Services	8,000.00
10031301-5250 Sheriff Deputies/Minor Tools	10031303-5342 Sheriff Jail/Medical & Health Services	5,000.00

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10031301-5270	10031303-5342	500.00
Sheriff Deputies/Equipment Parts	Sheriff Jail/Medical & Health Services	
10031301-5238	10031303-5338	21,500.00
Sheriff Deputies-Safety & Security Supplies	Sheriff Jail/Utilities	
10031301-5270	10031303-5345	5,000.00
Sheriff Deputies/Equipment Parts	Sheriff Jail/Safety & Security	
Vote on Motion	Mrs. Martin      Aye      Mr. Jordan      Aye      Mr. Ward      Aye	

**RESOLUTION NO. 03-1321**

**IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION FOR HIGHLAND LAKES EAST SECTION 15:**

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

**Ditch Maintenance Petition- Highland Lakes East Section 15**

We the undersigned owners of 2.77 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as **Highland Lakes East Section 15** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the **Highland Lakes East Section 15** Subdivision.

The cost of the drainage improvements is \$7,660.00 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. Five (5) lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$1,320.00 per lot. An annual maintenance fee equal to 2% of this basis \$30.34 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 \$153.20 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
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**RESOLUTION NO. 03-1322**

**IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR VILLAGE AT ALUM CREEK SECTION 6; HARBOR POINTE SECTION 3, PHASE A; HIDDEN MEADOWS AT ALUM CREEK; SCIOTO RESERVE SECTION 4, PHASE 5 AND SCIOTO RESERVE SECTION 4, PHASE 8:**

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

**Village at Alum Creek Section 6**

The roadways to be accepted are as follows:

- An addition of 0.19 mile to **Township Road Number 957, Melrose Drive**
- **Beaumont Street**, to be known as **Township Road Number 1376**
- **Beaumont Square**, to be known as **Township Road Number 1377**
- **Sotherby Crossing**, to be known as **Township Road Number 1378**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

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**Harbor Pointe Section 3, Phase A**

The roadways to be accepted are as follows:

- An addition of 0.07 mile to **Township Road Number 1234, Bayside Ridge Drive**
- **Pointewood Loop**, to be known as **Township Road Number 1370**
- **Pointewood Court**, to be known as **Township Road Number 1371**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

**Hidden Meadows at Alum Creek**

The roadway to be accepted is as follows:

- **Meadow Knoll Drive**, to be known as **Township Road Number 1375**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

**Scioto Reserve Section 4, Phase 5**

The roadway to be accepted is as follows:

- **Clear Water Court**, to be known as **Township Road Number 1372**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

**Scioto Reserve Section 4, Phase 8**

The roadway to be accepted is as follows:

- An addition of 0.11 mile to **Township Road Number 1226, Scioto Parkway**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

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

**RESOLUTION NO. 03-1323**

**IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR VILLAGE AT ALUM CREEK SECTION 6; HARBOR PONTE SECTION 3, PHASE A; HIDDEN MEADOWS AT ALUM CREEK AND SCIOTO RESERVE SECTION 4, PHASE 5:**

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

**Stop Conditions – Villages at Alum Creek Section 6**

- On Township Road Number 1376, Beaumont Street, at its intersection with Township Road Number 957, Melrose Drive
- On Township Road Number 1376, Beaumont Street, at its intersection with Township Road Number 1377, Beaumont Square
- On Township Road Number 1378, Sotherby Crossing, at its intersection with Township Road Number 1377, Beaumont Crossing

**Stop Conditions – Harbor Ponte Section 3, Phase A**

- On Township Road Number 1370, Pointewood Loop, at its intersection with Township Road Number 1234, Bayside Ridge Drive
- On township Road Number 1371, Pointewood Court, at its intersection with Township Road Number 1370, Pointewood Loop

**Stop Conditions –Hidden Meadows at Alum Creek**

- On Township Road Number 1375, Meadow Knoll Drive, at its intersection with County Road Number 10, Lackey Old State Road

**Stop Conditions –Scioto Reserve Section 4, Phase 5**

- On Township Road Number 1372, Clear Water Court, at its intersection with Township Road Number 1322,

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Glen Lakes Drive

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

**RESOLUTION NO. 03-1324**

**IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR GLEN OAK SECTION 1:**

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

**Glen Oak Section 1**

The roadway construction has been completed for the referenced subdivision and, as the results of The Engineer's recent field review, he has determined that minor remedial work will be required during the 2004 construction season.

In accordance with the Subdivider's Agreement, The Engineer recommends that the maintenance bond be set at **\$70,100** for the duration of the one year maintenance period. A Bond in that amount is available. The Engineer also request approval to return the Bond being held as construction surety to the developer, Dominion Homes.

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

**RESOLUTION NO. 03-1325**

**IN THE MATTER OF RELEASING MAINTENANCE BONDS FOR GOLF VILLAGE SECTION 7, PHASE 1:**

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

**Golf Village Section 7, Phase 1**

We have advised the City of Powell that the above referenced project is ready to be placed onto their public system. However, as the original agreement was with your Board, your approval is needed to return the Letter of Credit being held as maintenance surety for this project. We, therefore, request approval to return this Letter of Credit to the developer, D and D Real Estate.

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

**RESOLUTION NO. 03 -1326**

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

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

Permit #	Applicant	Location	Type of Work
U03151	Columbia Gas	Harbor Pointe Section 4	Install gas main
U03152	Columbia Gas	Lanes End Subdivision	Install gas main
U03153	Consolidated Electric	Blue Church Road	Set new pole

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

**RESOLUTION NO. 03-1327**

**IN THE MATTER OF APPROVING BID SPECIFICATIONS, ESTIMATE AND SETTING BID OPENING DATE AND TIME FOR THE PROJECT KNOWN AS THE ORANGE TOWNSHIP HALL RELOCATION:**

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

**INVITATION TO BID**

Sealed proposals will be received at the **Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 a.m. local time on Monday, November 3, 2003** for furnishing all labor, materials and equipment necessary to complete the project known as **Orange Township Hall Relocation**, and bids will be opened and read aloud. Bid sheets and specifications can be obtained at the **Office of the Delaware County Engineer**.

Each bidder is required to furnish with its proposal a Bid Guaranty and Contract Bond in accordance with **Section 153.54 of the Ohio Revised Code**. Bid security furnished in Bond form shall be issued by a Surety

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Company or Corporation licensed in the State of Ohio to provide said surety.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested herein. Each bidder must submit evidence of its experiences on projects of similar size and complexity, and a complete listing of all subcontractors to be used. **The owner intends that this project be finished no later than December 31, 2003.**

Bidders must comply with the **Prevailing Wage Rates on Public Improvements in Delaware County** as determined by the Ohio Department of Industrial Relations.

Bids shall be placed in a sealed envelope marked **“SEALED BID FOR ORANGE TOWNSHIP HALL RELOCATION”**.

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

**Engineer’s estimate \$95,000.00**

This project consists of the relocation of the original Orange Township Hall, clearing/leveling of the land, designing/building the foundation, and installing a drive to the building. The building will be moved approximately 100’ to the east, remaining on the same parcel.

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

**RESOLUTION NO. 03-1328**

**IN THE MATTER OF APPROVING BUDGET REVISION FOR THE RECYCLE OHIO GRANT:**

It was moved by Mr. Jordan, seconded by Mrs. Martin , to approve the revision for the Recycle Ohio Grant.

(Copy of report available in the Commissioners office until no longer of Administrative Value).

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

**RESOLUTION NO. 03-1329**

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

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

(Copy of report 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. 03-1330**

**IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR THE VILLAGE AT NORTH POINTE MEADOWS PHASE 1; GOLF VILLAGE SECTION 7 PHASE B AND GOLF VILLAGE SECTION 8 PHASE A:**

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

<b>Village At North Pointe Meadows Phase 1</b>	3,759 feet of 8 inch sewer	18 manholes
<b>Golf Village Section 7 Phase B</b>	1,652 feet of 8inch sewer	7 manholes
<b>Golf Village Section 8 Phase A</b>	4,022 feet of 8 inch sewer	20 manholes

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

**RESOLUTION NO. 03-1331**

**IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR THE PROJECT KNOWN AS LOCK BOX SERVICES FOR THE SANITARY ENGINEER:**

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

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**INVITATION TO BID**

Sealed proposals will be received at the Office of the Delaware County Commissioners Office 101 North Sandusky Street, Delaware, Ohio 43015, until **2:00 p.m. local time on November 13, 2003** for furnishing all labor, materials and equipment necessary to complete the project known as **Lock Box Services For The Sanitary Engineer**, and bids will be opened and read aloud.

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

**LOCK BOX SERVICES**

The CONTRACTOR shall provide for the mailing out and collection of the County's Quarterly Sanitary Sewer user fees, processing of bills and checks, and the transfer of monies and account information to the COUNTY. The County's billing cycle is quarterly with bills sent out the first of February, May, August and November with the billing due the 10<sup>th</sup> day of the following month.

**MAILING SERVICES**

The Contractor shall provide a single location where bills and checks will be returned for processing. The location can either be an address or post office box and will be further referenced as return address. The cost to provide this service shall be included in the processing of checks bid item.

The County shall provide to the Contractor, in an ASCII delimited format (comma), the name, account number, address, billing address, current billing amount, arrears, and total amount due. From the information provided, the Contractor shall print a bill for each customer. The bill shall be printed on 8 7/8 x 11" paper supplied by the Contractor. The 8 7/8 x 11" bill paper shall have the bottom 1/3 perforated for detaching and returning with a payment. The Contractor shall then fold the bill and insert it into an envelope along with a return envelope. Both the envelopes shall have windows to allow the mailing address and return address to appear for delivery. In addition to the window, the return envelope shall have the return address in the U.S. Postal Barcode pre-printed onto the envelope below the window. The cost for providing the envelopes, 8 7/8 x 11" billing paper, printing, and inserting shall be included in the unit price bid for mailing services.

The County may chose to print and mail the bills with a return envelope rather than have the Contractor provide the bills printing and mailing service depending on the cost of that service.

**BILL PROCESSING**

The Contractor shall pick up and process all payments sent to the return address at least once a day with the exception of weekend and holiday's which shall be picked up and processed on the first on the first following workday. Bill processing shall consist of the Contractor recording the amount of payment received for each account. The Contractor shall be responsible for balancing the amount of payment applied to each account with the amount of money received. The Contractor shall provide the County the following:

- 1) File to be transferred daily via secure FTP or other secure electronic transfer.
- 2) File to be in an ASCII delimited format (tab or comma)
- 3) File must contain the following information for each payment received.
  - Date of payment
  - Payment Amount
  - County Account Number
  - Check number

Check Status (Clear or NSF)

The Contractor shall also provide to the County a scanned copy of all checks processed for each day that bills are processed. The cost for providing this service shall be included in the unit price bid for bill processing.

**LOCK BOX ACCOUNT**

The Contractor shall provide a Lock Box account for all monies received. The Lock Box account shall be in the name of the Delaware County Treasurer. The Contractor shall deposit the monies received into the Lock Box account. At the request of the Delaware County Treasurer, funds in the Lock Box account shall be transferred from the Lock Box account to another account designated by the Treasurer. Fund transfers are expected to take place on a daily basis. The amount transferred shall correspond with the bill processing information provided to the County on the same or next business day that it is received. The fee for the Lock Box account shall be included in the unit price bid for bill processing.

**UNPROCESSABLE PAYMENTS**

For all payments received without the detachable bill return payment form, the Contractor shall record the amount of payment, name on the payment, and payment address. This information shall be included in the

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daily work and be considered unprocessable payments. The cost for performing this work shall be included in the unit price bid for unprocessable payments.

**PAYMENT METHOD**

The Contractor shall bill the County once a month for services provided the prior month. The Contractor shall pay the postage for sending out the bills. The County will reimburse the postage to the Contractor.

**BID**

The initial contract award will be for two (2) years beginning February 1, 2004, and ending January 31, 2006. The contract may be extended for an indeterminate number of years by change order with the consent of both parties.

The Contractor will be required to maintain a business office in Delaware County during the life of the contract.

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

**RESOLUTION NO. 03-1332**

**IN THE MATTER OF APPROVING THE PIPELINE CROSSING AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY ENVIRONMENTAL SERVICES DEPARTMENT AND CSX:**

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

(Copy of agreement 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. 03-1333**

**IN THE MATTER OF APPROVING AN EASEMENT AGREEMENT BETWEEN THE DELAWARE BOARD OF COUNTY COMMISSIONERS; THE BOARD OF TOWNSHIP TRUSTEES OF ORANGE TOWNSHIP AND PAUL HUNDLEY FOR TEMPORARY AND PERMANENT EASEMENTS FOR A SANITARY SEWER:**

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

**EASEMENT AGREEMENT**

THIS AGREEMENT made this 13<sup>TH</sup> day of October, 2003, between and among: the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO (hereinafter "County"); the BOARD OF TOWNSHIP TRUSTEES OF ORANGE TOWNSHIP, DELAWARE COUNTY, OHIO (hereinafter "Township") and MR. PAUL HUNDLEY (hereinafter "Hundley"), an individual;

WHEREAS, it is the desire of County and Hundley to extend the existing sanitary sewer line located in the area of Gooding Boulevard and Pacer Drive within the North Orange Subdivision so as to service Hundley and other adjoining landowners; and

WHEREAS, towards such end they have agreed that Hundley is to install an 8" sanitary sewer line along Pacer Drive; and

WHEREAS, such extension and installation require that an easement be obtained from Township for such purpose; and

WHEREAS, Township is willing to grant such an easement under the terms reflected in the following agreement;

NOW THEREFORE IT IS AGREED among the parties, in consideration of the promises reflected herein, as follows:

1. Township shall grant to County a temporary and permanent easement for sanitary sewer purposes. Such easement shall be in the form attached hereto as "Exhibit 1".
2. In consideration of the granting of such easement, County and Hundley agree that Township, its successors and assigns, shall have the right to tap into the 8" sanitary sewer line to be constructed by Hundley within such easement and dedicated to County. Such tap shall be without charge or contribution for such line or



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its installation, and shall be located within the easement area.

3. The County agrees to make such easement area available for use by Hundley in his installation of the 8” sanitary sewer line described in the preamble.
4. Hundley, in consideration of the foregoing, agrees to indemnify and hold the County and Township harmless from any and all claims arising from his installation of such line extension.
5. Hundley and County agree that any installation of the 8” sanitary sewer line will be done in accordance with the plans therefor prepared by Floyd Browne Associates, Inc. of Delaware and approved by the County, Township and the Ohio EPA, and that such installation shall include a stub for the above described sanitary sewer tap. The final location of such stub shall be determined by Township, or its designee, in conjunction with Hundley and the County. The plans are titled “Pacer Drive Sanitary Sewer Improvement Plans, Phase 1 & 2” and dated August 15, 2002, and are incorporated herein by reference.
6. Hundley and County understand and agree that Township retains the ability and right to construct ingress and egress drives along and over the easement, and that Township is proceeding with its Orange Township Fire Station 361 Project, which includes the installation by Township of specially constructed fire apparatus access drive(s) within a portion of the easement area. Hundley and County agree that such drive(s), once in place, shall not be disturbed and that all installation work by Hundley and County within the drive area(s) shall be completed on or before October 1, 2003. After such date, all line installation(s) in such area shall only be made in a manner approved by Township, whether by boring or otherwise, and with all restoration required by Township.
7. Hundley and County agree that, in the event that only the portion of the 8” sanitary sewer line beneath the fire apparatus access drive(s) is initially installed, such installation shall include that portion of the line beneath the access drive(s) and that portion extending fifty (50) feet in each direction from the drive(s) edges. Further, Hundley and County agree that, once the sanitary sewer line is installed, they shall, simultaneously with all subsequent alterations and repairs thereto affecting drives installed by Township, restore all such drives to the proper level and to the condition that existed prior to the activity of themselves and/or their contractors, subcontractors, and/or agents.
8. Except as otherwise provided above, Hundley and County agree that, simultaneously with the construction of said utility and all subsequent alterations and repairs thereto, they shall cause all affected property of Township to be restored to the proper level and as near as practicable to the condition that existed prior to the activity of themselves and/or their contractors, subcontractors, and/or agents.
9. All provisions of this Agreement for Easement shall survive the closing of this transaction and the delivery and recording of the easement provided for herein.

The foregoing represents the full agreement of the parties as to the acquisition of this easement and its use in the extension of the sanitary sewer line in the area of Gooding Boulevard and Pacer Drive within the North Orange Subdivision. Any agreement between County and Hundley concerning the line construction shall be dealt with in a separate document.

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

**RESOLUTION NO. 03-1334**

**IN THE MATTER OF APPROVING THE QUARTERLY REPORT OF THE BYRNE GRANT FOR INTENSIVE SUPERVISION:**

It was moved by Mr. Jordan, seconded by Mrs. Martin, to approve the quarterly Report of the Byrne Grant #2002-DG-C01-7346.

(Copy of report available in the Commissioners office until no longer of Administrative Value).

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

**RESOLUTION NO. 03-1335**

**IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR INTENSIVE SUPERVISION:**

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

<b>TRANSFER OF APPROPRIATIONS</b>		
FROM	TO	AMOUNT

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25822305-5342	25822305-5348	2,000.00
Byrne Grant/Medical and Health Services Byrne Grant/Professional Services		
25822305-5342	25822305-5246	2,000.00
Byrne Grant/Medical and Health Services Byrne Grant/Lab Materials		
10022202-5201	10022202-5001	755.00
Intensive Probation/Office Supplies Intensive Supervision/Compensation		
10022202-5246	10022202-5120	1,750.00
Intensive Probation/Lab Materials Intensive Supervision/PERS		
10022202-5246	10022202-5330	1,000.00
Intensive Probation/Lab Materials Intensive Supervision/Telephone		
10022202-5246	10022202-5331	200.00
Intensive Probation/Lab Materials Intensive Supervision/Postage		
25622303-5350	25622303-5260	2,300.00
Intensive Supervision/Human Services Intensive Supervision/Inventoried Tools		
25622303-5350	25622303-5201	700.00
Intensive Supervision/Human Services Intensive Supervision/Office Supplies		
Vote on Motion	Mr. Jordan Aye Mrs. Martin Aye Mr. Ward	Aye

**RESOLUTION NO. 03-1336**

**IN THE MATTER OF AUTHORIZING THE ACCEPTANCE AND AWARDED OF THE BID AND APPROVING THE CONTRACT SUBMITTED BY TYEVCO INC., FOR DELAWARE COUNTY HOUSING IMPROVEMENT PROGRAM (DCHIP) PRIVATE HOUSING REHABILITATION:**

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

WHEREAS, Delaware County has established a Revolving Loan Fund (RLF) capitalized with the payback from CDBG loans to local businesses; and

WHEREAS, Delaware Revolving Loan Fund would provide funding for the rehabilitation of privately owned and rental housing units for the benefit of eligible Low-Moderate Income (LMI) households throughout the County under the Delaware Comprehensive Housing Improvement Program (DCHIP) for the purpose of addressing these needs; and

WHEREAS, Delaware County was approved to use up to \$350,000 in County RLF funds to be used for rehabilitation of 7 units for Private Rehab and 3 units for Rental Rehab, and \$5,000 in Program Income to be use for Testing and Relocation, for the DCHIP Program.

WHEREAS, Tyeveco Inc., 1678 W. Audubon Blvd., Lancaster, Ohio has submitted a bid to perform housing rehabilitation construction services at the residential property located at 25 N. Columbus Street, Sunbury, Ohio in the amount of \$32,773 consistent with the requirements of the DCHIP.

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 Steve Garnack, Rehab Specialist from MORPC, has determine that on the basis of price and experience, Tyeveco Inc, has submitted the lowest and best bid to provide private rehabilitation construction services for the DCHIP consistent with the approved plans and specifications for the rehabilitation of the property located at 25 N. Columbus St., Sunbury, Ohio.

Section 2. That the Board of Commissioners authorizes the President of the Board to execute an agreement concurring in the awarding of a contract for private rehabilitation construction services with Tyeveco, Inc. for the DCHIP in the amount of \$32,773. This Resolution shall take effect and be in force immediately after its passage.

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

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**RESOLUTION NO. 03-1337**

**IN THE MATTER OF ACCEPTING AND AWARDING THE BID FOR SNOW REMOVAL AND ICE MELTING AGENT APPLICATION SERVICES FOR DELAWARE COUNTY:**

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

WHEREAS, Delaware County received two bids for snow removal and ice melting agent application services for various Delaware County parking lots and driveways on September 8, 2003. And;

WHEREAS, after carefully reviewing the bids received, the bid submitted by Countryside Construction Co. has been determined to be the lowest and best bid.

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, accept and award the bid submitted by Countryside Construction Co. for snow removal and ice melting agent application services for Delaware County.

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

**RESOLUTION NO. 03-1338**

**IN THE MATTER OF APPROVING THE CONTRACT WITH 2K GENERAL CO. FOR BID PACKAGE 1 (GENERAL TRADES) FOR OFFICE RENOVATIONS, 149 NORTH SANDUSKY STREET:**

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

**DELAWARE COUNTY BOARD OF COMMISSIONERS  
 CONTRACT**

This Contract made by and between:

2K General Co.  
 6019 Columbus pike  
 Lewis Center, Ohio 43035

(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

**ARTICLE 1**

1.1 The Contractor shall perform the entire work described in the Contract Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, for:

Bid Package 1 - General Trades  
 Office Renovations  
 149 North Sandusky Street  
 Delaware, Ohio

**ARTICLE 2**

2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Contract Documents, the amount of One Hundred Sixty-Six Thousand, Six Hundred dollars (the "Contract Price"), based upon the Bid Form, dated September 23, 2003 submitted by the Contractor.

<b>Base Bid</b>	<b>\$150,700.00</b>
<b>Alternate</b>	<b>\$ 15,900.00</b>
<b>Total Contract Amount</b>	<b>\$166,600.00</b>

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Contract Documents.

**ARTICLE 3**

3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before

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48 consecutive working days, following the date set forth in the Notice to Proceed, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.

- 3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed upon the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.
- 3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Contract Documents.
- 3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1. To \$50,000	\$ 150.
More than \$50,000 to \$150,000	\$ 250.
More than \$150,000 to \$500,000	\$ 500.
More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

**ARTICLE 4**

- 4.1 The Contract Documents shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Contract Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.
- 4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.
- 4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

**ARTICLE 5**

- 5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract Documents shall be valid and enforceable unless the Delaware County Board of Commissioners first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon execution by the Delaware County Board of Commissioners.

**ARTICLE 6**

- 6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract which may be introduced in evidence or used for any other purpose without production of any other counterparts.

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

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RESOLUTION NO. 03-1339

IN THE MATTER OF APPROVING THE CONTRACT WITH ALL AMERICAN HEATING AND AIR  
CONDITIONING FOR BID PACKAGE 2 (HVAC) FOR OFFICE RENOVATIONS, 149 NORTH SANDUSKY  
STREET:

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

DELAWARE COUNTY BOARD OF COMMISSIONERS  
CONTRACT

This Contract made by and between:

All American Heating & Air Conditioning  
222 Stover Drive  
Delaware, Ohio

(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

ARTICLE 1

1.1 The Contractor shall perform the entire work described in the Contract Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, for:

Bid Package 2 - HVAC  
Office Renovations  
149 North Sandusky Street  
Delaware, Ohio

ARTICLE 2

2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Contract Documents, the amount of Seventy-Seven Thousand, Nine Hundred Forty-Three dollars (the "Contract Price"), based upon the Bid Form, dated August 27, 2003 submitted by the Contractor.

<b>Base Bid</b>	<b>\$77,943.00</b>
<b><u>No Alternates</u></b>	
<b>Total Contract Amount</b>	<b>\$77,943.00</b>

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Contract Documents.

ARTICLE 3

3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before 48 consecutive working days, following the date set forth in the Notice to Proceed, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.

3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed upon the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.

3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Contract Documents.

3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware

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County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1. To \$50,000	\$ 150.
More than \$50,000 to \$150,000	\$ 250.
More than \$150,000 to \$500,000	\$ 500.
More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

**ARTICLE 4**

- 4.1 The Contract Documents shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Contract Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.
- 4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.
- 4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

**ARTICLE 5**

- 5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract Documents shall be valid and enforceable unless the Delaware County Board of Commissioners first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon execution by the Delaware County Board of Commissioners.

**ARTICLE 6**

- 6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract which may be introduced in evidence or used for any other purpose without production of any other counterparts.

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

**RESOLUTION NO. 03-1340**

**IN THE MATTER OF APPROVING THE CONTRACT WITH RHODES HEATING AND AIR CONDITIONING, INC. FOR BID PACKAGE 3 (PLUMBING) FOR OFFICE RENOVATIONS, 149 NORTH SANDUSKY STREET:**

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

**DELAWARE COUNTY BOARD OF COMMISSIONERS  
CONTRACT**

This Contract made by and between:

Rhodes Heating and Air Conditioning, Inc.  
436 West Center St.  
Marion, OH 43302

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(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

**ARTICLE 1**

1.1 The Contractor shall perform the entire work described in the Contract Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, for:

Bid Package 3 - Plumbing  
Office Renovations  
149 North Sandusky Street  
Delaware, Ohio

**ARTICLE 2**

2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Contract Documents, the amount of Twelve Thousand, Three Hundred Ninety-Five dollars (the "Contract Price"), based upon the Bid Form, dated August 27, 2003 submitted by the Contractor.

<b>Base Bid</b>	<b>\$12,395.00</b>
<b><u>No Alternates</u></b>	
<b>Total Contract Amount</b>	<b>\$12,395.00</b>

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Contract Documents.

**ARTICLE 3**

3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before 48 consecutive working days, following the date set forth in the Notice to Proceed, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.

3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed upon the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.

3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Contract Documents.

3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1. To \$50,000	\$ 150.
More than \$50,000 to \$150,000	\$ 250.
More than \$150,000 to \$500,000	\$ 500.
More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

**ARTICLE 4**

4.1 The Contract Documents shall embody the entire understanding of the parties and form the basis of

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the Contract between the Delaware County Board of Commissioners and the Contractor. The Contract Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.

- 4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.
- 4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

**ARTICLE 5**

- 5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract Documents shall be valid and enforceable unless the Delaware County Board of Commissioners first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon execution by the Delaware County Board of Commissioners.

**ARTICLE 6**

- 6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract which may be introduced in evidence or used for any other purpose without production of any other counterparts.

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

**RESOLUTION NO. 03-1341**

**IN THE MATTER OF APPROVING THE CONTRACT WITH SIMCO ELECTRIC, INC FOR BID PACKAGE 4 (INTERIOR ELECTRIC) FOR OFFICE RENOVATIONS, 149 NORTH SANDUSKY STREET:**

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

**DELAWARE COUNTY BOARD OF COMMISSIONERS  
CONTRACT**

This Contract made by and between:

Simco Electric, Inc.  
3048 Marysville Rd.  
Delaware, OH 43015

(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

**ARTICLE 1**

- 1.1 The Contractor shall perform the entire work described in the Contract Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, for:

Bid Package 4 - Interior Electrical  
Office Renovations  
149 North Sandusky Street  
Delaware, Ohio



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**ARTICLE 2**

2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Contract Documents, the amount of Eighteen Thousand, One Hundred Ninety-Six dollars (the "Contract Price"), based upon the Bid Form, dated August 27, 2003 submitted by the Contractor.

**Base Bid            \$18,196.00**  
                            
**No Alternates**  
**Total Contract Amount    \$18196.00**

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Contract Documents.

**ARTICLE 3**

3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before 48 consecutive working days, following the date set forth in the Notice to Proceed, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.

3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed upon the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.

3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Contract Documents.

3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1. To \$50,000	\$ 150.
More than \$50,000 to \$150,000	\$ 250.
More than \$150,000 to \$500,000	\$ 500.
More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

**ARTICLE 4**

4.1 The Contract Documents shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Contract Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.

4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.

4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.

4.4 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Contractor without the prior written consent

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of the Delaware County Board of Commissioners.

**ARTICLE 5**

- 5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract Documents shall be valid and enforceable unless the Delaware County Board of Commissioners first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon execution by the Delaware County Board of Commissioners.

**ARTICLE 6**

- 6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract which may be introduced in evidence or used for any other purpose without production of any other counterparts.

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

**RESOLUTION NO. 03-1342**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR JUVENILE COURT:**

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

**SUPPLEMENTAL APPROPRIATIONS**

27426313-5001	Crime Victims Grant/Compensation	8,063.06
27426313-5101	Crime Victims Grant/Hospital Insurance	1,380.00
27426313-5120	Crime Victims Grant/PERS	1,524.90
27426313-5131	Crime Victims Grant/Medicare	53.80
27626316-5215	Juvenile Court Special Projects/Supplies	2,500.00
27626316-5335	Juvenile Court Special Projects/Rental Services	6,000.00
27626316-5342	Juvenile Court Special Projects/Medical & Health	3,000.00
27626313-5350	Juvenile Court Special Projects/Human Services	14,372.00

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

**RESOLUTION NO. 03-1343**

**IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS KIDS USA, TRI-RIVERS DAY CARE CENTER, BECCA GALLOWAY AND PAULA SMITH:**

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
KIDS USA 2100 Morse Road Unit 4671 Columbus, Ohio 43229	Infant	\$152.00	\$102.00	\$25.00 Registratio n Fee
	Toddler	\$131.00	\$ 88.00	
	Preschool	\$114.00	\$ 76.00	
	Schoolage	\$103.00	\$ 69.00	
Tri Rivers Day Care Center 2222 Marion/Mt. Gilead Rd. Marion, Ohio 43302	Infant	\$130.00	\$ 87.10	\$25.00 Registratio n Fee
	Toddler	\$123.00	\$ 82.00	
	Preschool	\$108.00	\$ 72.00	
Becca Galloway 185 N. Union Street Delaware, Ohio 43015	Infant	\$2.75		None
	Toddler	\$2.75		
	Preschool	\$2.75		
	Schoolage	\$2.75		
Paula Smith 3376 Groll Road	Infant	\$152.00	\$102.00	\$25.00 Registratio
	Toddler	\$131.00	\$ 88.00	

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Waldo, Ohio 43356	Preschool Schoolage	\$114.00 \$103.00	\$ 76.00 \$ 69.00	n Fee
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(A Copy of each of these contacts is available in the Commissioners' Office until no longer of Administrative Value).

**Further Be It Resolved**, that the Commissioners approve a Purchase Order Request to Kids USA in the amount of \$2,000.00.

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

**RESOLUTION NO. 03-1344**

**IN THE MATTER OF AMENDING THE PURCHASE OF CHILD CARE SERVICES CONTRACTS BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS SHANNA WATSON AND DELAWARE CITY SCHOOL AGE CHILD CARE:**

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

**Shanna Watson**

**AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 1**

This amendment, effective August 13, 2003, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services a department of the Delaware County Commissioners and Shanna Watson entered into on the 1st day of May, 2002.

SITE:    From:    635 Pebble Place, Apt. B, Delaware, OH 43015  
          To:        170 Penick Ave, Delaware, OH 43015

**Delaware City School Age Child Care**

**AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 1**

This amendment, effective August 1, 2003, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services a department of the Delaware County Commissioners and Delaware City School Age Child Care entered into on the 1st day of July, 2003.

SITE: Various

Article 2. Contract Period: Changes the termination date of the contract from n/a to n/a.

Article 3. Contract Services: No change.

Article 4. Cost and Delivery of Purchased Services:

Adjusts the full time unit rate from

**Summer Program**

**(Grades K-6)**

	From	To
6:30 a.m. - 6:00 p.m.	\$95.00 Per Week	\$97.00 Per Week
7:00 a.m. - 5:30 p.m.	\$85.00 Per Week	\$87.00 Per Week

Adjusts the part time unit rate from

**Summer Program**

**(Grades K-6)**

	From	To
6:30 a.m. - 6:00 p.m.	\$63.65 Per Week	\$64.99 Per Week
7:00 a.m. - 5:30 p.m.	\$56.95 Per Week	\$58.29 Per Week

**(Grades 7 and 8):**

	From	To:
8:00 a.m. - 4:30 p.m., 21 days or less	\$16.00 Per Day	\$18.00 Per Day
8:00 a.m. - 4:30 p.m., 22 days or more	\$15.00 Per Day	\$17.00 Per Day
6:30 a.m. - 6:00 p.m., 21 days or less	\$18.00 Per Day	\$20.00 Per Day
6:30 a.m. - 6:00 p.m., 22 days or more	\$17.00 Per Day	\$19.00 Per Day

to reflect the provider's usual and customary fee to private customers or the local market rate, whichever is lower.

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

**RESOLUTION NO. 03-1345**

**IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND JOBS FOR OHIO GRADUATES FOR SERVICES FOR ELIGIBLE YOUTH AND YOUNG ADULTS:**

It was moved by Mr. Jordan , seconded by Mrs. Martin to approve the following 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 Jobs for Ohio Graduates (hereafter "JOG").

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

A. JOG will provide services per proposal dated August 1, 2003. Services will include a variety of educational, leadership, and support service activities for eligible youth/young adults ages 14-21.

B. Expenditures for project operation costs under this contract will not exceed \$64,446.

C. The time period for this contract is from September 1, 2003 through June 31, 2004.

D. JOG 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. JOG 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. JOG 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. JOG 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. JOG agrees to maintain compliance with the state, federal, and local regulations which govern the provision of these services.

L. The Department and JOG 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 JOG 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 JOG 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, JOG must notify the Department immediately.

**Further Be It Resolved**, that the Commissioners approve a Purchase Order Request to Jobs for Ohio Graduates in the amount of \$20,000.00.

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



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**RESOLUTION NO. 03-1347**

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

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

**Purchase Of Service Contract  
Between The Delaware County Department Of Job And Family Services  
The Delaware County Commissioners  
And Transitions Counseling, LLC**

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

1. **PURPOSE OF CONTRACT:** The purpose of this Contract is to outline the Programmatic and Fiscal relationships between the DCDJFS and TRANSITIONS for the implementation of counseling services to eligible Delaware County participants. Services being provided are detailed in the Proposal Description. Proposal description, which is incorporated by reference herein as if fully rewritten.
2. **AGREEMENT PERIOD:** This Contract will be effective from July 1, 2003 through June 30, 2004, inclusive, unless otherwise terminated.
3. **LIMITATION OF SOURCE OF FUNDS:** TRANSITIONS warrants that any costs incurred pursuant to this Contract will not be allowable to, or included as a cost of any other federally financed program in either the current or a prior period.
4. **FINANCIAL AGREEMENT:** Subject to the terms and conditions set forth in this Contract, the DCDJFS agrees to reimburse the TRANSITIONS for actual costs for services outlined in the Proposal Description document. Said reimbursement shall not exceed \$5,000.00. The payment for services provided by this Contract is contingent upon the availability of State and Federal funds.  
  
The TRANSITIONS COUNSELING agrees to submit a request for payment for services and operations costs to DCDJFS on a monthly basis. DCDJFS agrees to review the request for payment and authorize adjustments, if needed. TRANSITIONS will perform monthly reconciliation of billings and will make adjustments within the subsequent month. Payment will be issued within 15 working days of receipt of the request and in compliance with the Cash Management Improvement Act (CMIA).
5. **INDEPENDENT CONTRACTORS:** TRANSITIONS, agents and employees of TRANSITIONS will act in performance of this Contract in an independent capacity, and not as officers or employees or agents of the State of Ohio, the DCDJFS, or Delaware County Board of Commissioners or Delaware County.
6. **INFORMATION REQUIREMENTS:** TRANSITIONS must provide DCDJFS with the appropriate information necessary to support Delaware County's, state and federal administrative requirements. TRANSITIONS will provide information necessary to meet the specific fiscal and program requirements contained in the contract. DCDJFS will provide TRANSITIONS with necessary information regarding participants as specified in the Proposal Description.
7. **SERVICE DELIVERY RECORDS:** TRANSITIONS shall maintain records of services provided to eligible recipients. Such records shall be subject, at all reasonable times, to inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
8. **DUPLICATE BILLING/OVERPAYMENT:** TRANSITIONS warrants that claims made to DCDJFS for payment for purchased services shall be for actual services rendered to eligible individuals and not duplicate claims made by TRANSITIONS to other sources of funds for the same service. In the case of overpayments, the TRANSITIONS agrees to repay the DCDJFS the amount of the overpayment.
9. **FINANCIAL RECORDS:** TRANSITIONS shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall be subject, at all reasonable times, to inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
10. **AVAILABILITY AND RETENTION OF RECORDS:** TRANSITIONS shall maintain and preserve all financial, program/services delivery and eligibility determination records related to this Contract, including any other documentation used in the administration of the program, in its possession for a period of three (3) years from the date of the submission of DCDJFS's final expenditure report, and/or will assure the maintenance of

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

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

**11. RESPONSIBILITY FOR INDEPENDENT AUDIT:** TRANSITIONS agrees to, if required by the director of DCDJFS on the basis of evidence of misuse or improper accounting of funds or service delivery records for which the provider is responsible, have conducted an independent audit of expenditures and records of service delivery and make copies of the audit available to DCDJFS. Any and all costs of such an independent audit shall be the sole responsibility of TRANSITIONS.

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

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

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

**15. CIVIL RIGHTS:** DCDJFS and TRANSITIONS agree that as a condition of this Contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that TRANSITIONS will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

**16. FAIR HEARING:** DCDJFS is responsible for fulfilling responsibilities related to participants appeal and state hearings in accordance with State Regulations. TRANSITIONS and its providers, agents, etc. shall be under the direction of the DCDJFS, and assist in the informational gathering and support process related to the state hearing process.

**17. RESPONSIBILITIES OF DCDJFS:** Pursuant to Federal Regulations (H.R. 3734); State Regulations (H.B. 408) and by designation of the Delaware County Board of Commissioners, DCDJFS shall be responsible for the administration of programs in the County of Delaware, in the State of Ohio. Furthermore, DCDJFS shall retain final authority for administrative and policy decisions related to services delivered through this Contract.

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

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

**20. TERMINATION:** This Contract shall terminate automatically if TRANSITIONS fails to meet all licensing requirements imposed by law. This Contract may also be terminated at any time upon ten (10) days' written notice by either Party. In the event that federal funding is no longer available for this program, termination for this reason will be effective on the date that the reimbursement is no longer available.

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

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

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

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

24. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** TRANSITIONS agrees as a condition of the Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. If found to be out of compliance with this paragraph, TRANSITIONS may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

25. **DRUG-FREE WORKPLACE:** TRANSITIONS certifies and affirms that, as applicable to DCDJFS, any staff, subcontractor and/or independent contractor, including all field staff, agree to comply with all applicable state and federal laws regarding a drug-free workplace.

**Further Be It Resolved,** that the Commissioners approve a Purchase Order Request to Transitions Counseling, LLC. in the amount of \$1,000.00.

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

**RESOLUTION NO. 03-1348**

**IN THE MATTER OF APPROVING A LETTER OF UNDERSTANDING BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND VILLA ANGELA FOR ROOM AND BOARD NURSING HOME CARE:**

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

**LETTER OF UNDERSTANDING**

The parties herein enter into this Letter of Understanding as of 7/01/03. The parties are **Delaware County Department of Job and Family Services** as payer (address: **140 North Sandusky Street, Delaware, OH 43015**), hereinafter referred to as "DCDJFS" and **Villa Angela** (address: **5700 Karl Rd., Columbus, OH 43229**) hereinafter referred to as "Provider."

**ARTICLE I  
STATEMENT OF PURPOSE**

**I              Statement of Purpose**

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

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

Whereas, Provider is engaged in furnishing Nursing Home Care.

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

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

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

**ARTICLE II  
RESPONSIBILITIES OF PROVIDER**

**II.              Responsibilities of Provider**

Indemnity and Insurance



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

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

Civil Rights and Equal Employment Opportunity

Provider guarantees compliance with Title VI of the Civil Rights Act of 1964 and certifies that no qualified recipient shall be denied services or be subjected to discrimination because of any factor or condition such as creed or belief, sex, handicap, social or ethnic background, environment or social conditions. Provider agrees that all applicants for, or recipients of, social services under this Letter have the right to make a complaint or file a grievance with the appropriate DCDJFS service worker or case manager should any adverse action be proposed or taken on their request for such services. Provider also agrees and certifies that goods and/or services shall be provided without discriminatory employment practices based on any factor or condition as referenced above.

Maintenance of Independent Contractor Status

It is agreed that nothing contained herein is intended or should be construed in any manner creating or establishing the relationship of co-partners between the parties hereto, or as constituting the Provider or the Provider's employees as the agent, representative or employee of DCDJFS. Except as otherwise provided herein, Provider shall maintain in all respects its present control and autonomy with respect to the methods, times, means and personnel for furnishing purchased services to eligible children as defined herein.

**ARTICLE III  
STATEMENTS ABOUT THE RELATIONSHIP**

**III. Statements about the Relationship**

Target Population

DCDJFS reimbursement for services is limited to the following target group:  
DCDJFS children needing nursing home care.

Costs and Units

SERVICES	UNIT DEFINITIONS	COSTS
Nursing Home Care	1 Day	\$325.00
Set Minimums:	N.A.	
Set Maximums:	N.A.	

Liaison and Referral Arrangements

Provider Liaison  
James Griffiths, C. O. O.

DCDJFS Liaison  
Assigned Placement Services worker

Billing Procedure

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

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

Confidentiality

Provider agrees that the use or disclosure by any party of any information concerning DCDJFS children and families served for any purpose not directly related with the administration of DCDJFS's

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or Provider's responsibilities with respect to purchased services is prohibited except upon the written consent of the parent or responsible guardian.

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

Provider Staff Requirements

Applicable to Staff Who Work Directly With Children:

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

Volunteer Service Requirements

Applicable to Volunteers Who Work Directly With Children:

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

Responsibility for Audit Exceptions

Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this Agreement. Provider further agrees to pay DCDJFS the full amount of incorrect reimbursements pursuant to Rule 5102: 2-31-07 (A)(17). The obligations of the service provider set forth therein are hereby incorporated by the reference into this Agreement as though fully set forth herein. Nothing in this Agreement shall be construed as releasing, reducing, or limiting the obligations of the service provider as set forth in that rule

**ARTICLE IV  
STATEMENT OF UNDERSTANDING**

**IV. Statement of Understanding**

Effective Date:

This letter of Understanding is effective from July 1, 2003 through June 30, 2004.

Records:

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

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

Revisions and Termination:

This Letter of Understanding is subject to review, renegotiation, expansion, reaffirmation, or cancellation on June 30, 2004.

**EXHIBIT A  
NURSING HOME CARE SERVICES  
LETTER OF UNDERSTANDING**

**Statements About the Relationship**

Costs and Units

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

Medical Procedure

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

On new admissions, as soon as possible, the DCDJFS caseworker will notify the Provider if the child is, or will be, covered by Medicaid, parental insurance, including specific coverage, or DCDJFS responsibility. The Letter may be amended, terminated, or suspended at any time with thirty (30) days notice upon the express, written notification of either party for the following reasons: level of funding decreases or terminates, default, failure of Provider or DCDJFS to comply with terms of this Agreement, extensions of Letter, modifications in interagency procedures, or other reasons. The fees agreed to within the Letter of Understanding are not subject to renegotiation during the term of this Letter of Understanding.

Review

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

Conclusion

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

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

**RESOLUTION NO. 03-1349**

**IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATIONS FOR THE COURT OF COMMON PLEAS; THE PROSECUTOR AND PUBLIC DEFENDER DEPARTMENT:**

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

**SUPPLEMENTAL  
APPROPRIATIONS**

10022201-5001	Common Pleas Krueger/Compensation	6,000.00
10012101-5301	Prosecuting Attorney/Professional Services	10,000.00
10011202-5301	Public Defender/Professional Services	175,000.00

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

**Presentation Regional Growth Strategy –Bill Habig and Kimberly Gibson**

There being no further business the meeting adjourned.

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Kristopher W. Jordan

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Deborah B. Martin

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James D. Ward

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Letha George, Clerk to the Commissioners