

COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 31, 2004

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

**PUBLIC COMMENT**

**RESOLUTION NO. 04-409**

**IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 29, 2004 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:**

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held March 29, 2004 as contained in the county's official electronic recordings of the proceedings.

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

**RESOLUTION NO. 04-410**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR330 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR330:**

It was moved by Mr. Jordan, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR330, memo transfers in batch numbers MTAPR330 and Purchase Orders and Vouchers as listed:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
<b>PO's</b>			
AEP	Utilities	22411602-5350	\$ 10,000.00
<b>Vouchers</b>			
Buckeye Ranch Inc.	Cluster, Residential Treatment	22511608-5342	\$ 7,460.00

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

**RESOLUTION NO. 04-411**

**IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR SHERMAN LAKES SECTIONS 1 AND 2:**

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

<b>Sherman Lakes Sections 1 And 2</b>	4,611 feet of 8 inch sewer	25 manholes
	1,532 feet of 10 inch sewer	

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

**RESOLUTION NO. 04-412**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

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

Brett Bratton has accepted the Customer Service Specialist position with the CSEA Department; effective April 1, 2004.

Ron Reid has accepted the Electrical Inspector position with the Code Compliance Department; effective April 12, 2004

Daniel Lemke has accepted the Building Inspector position with the Code Compliance Department; effective April 5, 2004.

Rebecca Petee has resigned her position as Custodian from the Maintenance Department effective April 2, 2004.

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

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**RESOLUTION NO. 04-413**

**IN THE MATTER OF APPOINTING AN ADDITIONAL PERSON TO THE COURTS BUILDING ADVISORY COMMITTEE:**

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

Whereas, on December 22, 2003 with resolution 03-1677 the Delaware County Board of Commissioners appointed members to the Courts Building Advisory Committee, and

Whereas, on January 8, 2004 with resolution 04-33 the Delaware County Board of Commissioners amended the Committee by removing Richard Lombardi and appointing The Delaware City Mayor, and

Whereas, on January 22, 2004 with resolution 04-102 the Delaware County Board of Commissioners amended the Committee by removing Peter T. Vatures, and

Now, the Delaware County Board of Commissioners wish to further amended the Committee by removing Maribeth Deavers and appointing Jude Tribble to the Courts Building Advisory Committee,

Therefore Be it Resolved, the Courts Building Advisory Committee members are now:

Richard Cline	George Justice	Thomas C. Clark	Tim Hetrick
Judge Whitney	Judge Krueger	Jan Antonoplos	Todd Hanks
Judge Spicer	Judge Sunderman	Randy Ormeroid	David Yost
David Cannon	John Rielly	Al Myers	Kurt Schmidt
Ross Long	Bob Polisino	Scott Braumiller	Mike Foreman
Dan Boysel	Tom Price	John Bowden	Mark Schueltz
Delaware City Mayor	Jude Tribble		

Vote on Motion	Mr. Jordan	Aye	Mrs. Martin	Aye	Mr. Ward	Aye
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**RESOLUTION NO. 04-414**

**IN THE MATTER OF APPROVING A REVISION TO RESOLUTION NUMBER 04-402 (THE CONTRACT BETWEEN THE DELAWARE COUNTY CHILD SUPPORT ENFORCEMENT AGENCY AND JUVENILE COURT):**

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

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

This agreement made and entered into on the 31<sup>st</sup> day of March 2004, 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, 2004, through December 31, 2004, 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

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with the provisions of this Contract are contingent upon availability of nonfederal and federal matching funds as follows:

	Amount	Source	%
Local Matching Funds	\$50,989.42	Delaware 34%	34%
Federal Matching Funds	\$98,979.47	Federal 66%	66%
Total	\$149,968.89	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 \$ 138.86 per hearing held

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.
  - (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

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officers or employees or agents of the State of Ohio or the CSEA.

12. Duplicate Billing: Provider warrants that claims made to the CSEA for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of federal funds for the same service.
13. Financial Records: The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel. Such records shall also be subject to inspection by the individual or entity selected for any audit activity required under Article 16 of this Contract.
14. Expensed Equipment: Equipment which has been expensed rather than depreciated during the Contract period must be transferred to the CSEA when the equipment is no longer needed to carry out the work under this Contract or a succeeding Contract. In lieu of equipment being transferred, the appropriate residual value may be transferred to the CSEA.
15. Availability and Retention of Records: Providers shall maintain and preserve all financial and eligibility determination records related to this agreement, including any other documentation used in the administration of the program, in its possession for a period of three years after final payment, and/or will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this agreement, unless otherwise directed by the CSEA. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later.
16. Responsibility for Audit Exceptions: Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this agreement.
17. Confidentiality: Provider agrees that information concerning eligible individuals shall only be used in support of the IV-D program. Disclosure of information for any other purpose is prohibited except upon the written consent of eligible individual.
18. Equal Employment Opportunity: In carrying out this Contract, the Provider shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. The Provider shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship
19. Indemnity and Insurance: (when applicable)
  - (A) Indemnity: Provider agrees that it will at all times during the existence of this agreement indemnify and save harmless the CSEA, the Ohio Department of Human Services, and the Board of County Commissioners, or county administrator designated under section 305.30 of the Revised Code, of the county in which the CSEA is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this Contract.
  - B) Insurance: Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death.
20. Monitoring and Evaluation: The CSEA and Provider will, as detailed in attached Exhibits, monitor the manner in which the terms of the agreement are being carried out and evaluate the extent to which program objectives contained in the agreement are being achieved.
21. Accessibility of Program to the Public: The CSEA and Provider agree to make all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.
22. Out-of-County and Out-of-State Cooperation: The CSEA and Provider agree to use all available resources in cooperation with other counties and states to obtain or enforce orders for support.
23. Amendment of Contract: This agreement may be amended at any time by a written amendment signed by all parties and submitted to the ODHS in the manner required by ODHS rules.

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(Copies of exhibits are available in the Commissioners office until no longer of administrative value).

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

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