

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 16, 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. 04-1132

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 13, 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 September 13, 2004 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 04-1133

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0915 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0915:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR0915, memo transfers in batch numbers MTAPR0915 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO'S			
Vititoe Construction Inc.	FY' 03 CDBG Storm Sewer	23011704-5365	\$ 60,000.00
Increases			
US Filter	Bioxide Chemicals/Alum Creek	65211919-5290	\$ 21,000.00
US Filter	Bioxide Chemicals/OECC	65211905-5290	\$ 21,000.00
Vouchers			
Trak Engineering	Fuel Management Systems	40111402-5410	\$ 12,190.00
US Postal Service	Postage Service	10011105-5331	\$ 20,000.00
Boys Village	Residential Treatment	22511608-5342	\$ 6,479.00
Liberty Community Center	Day Care	22411610-5348	\$ 13,029.00

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

RESOLUTION NO. 04-1134

IN THE MATTER OF REMOVING PURCHASE ORDERS:

It was moved by Mr. Ward, seconded by Mr. Jordan to remove the Purchase Order Request as listed below from the originally presented list in resolution number 04-1134:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO'S			
Hills Blacktop Inc.	Blacktop Ashley EMS	40111402-5410	\$ 12,350.00
Leaf Guard	Gutter System	10011102-5328	\$ 6,331.00

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

RESOLUTION NO. 04-1135

IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST FROM KENNEDY RESTAURANT GROUP LLC. DBA KENNEDYS AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that Kennedy Restaurant Group LLC. DBA Kennedys has requested a new D5 permit located at 1311 Cameron Avenue Orange Township, Lewis Center, Ohio 43035, and

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Whereas, the Orange Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested and the Delaware County Commissioners have received no objections.

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

RESOLUTION NO. 04-1136

SETTING BID OPENING DATE AND TIME FOR THE RE-BIDS FOR THE NEW DORMITORY AND RENOVATIONS FOR THE DELAWARE COUNTY JAIL FOR BID PACKAGE NINE – DRYWALL; ARCHITECTURAL DOORS, FRAMES AND HARDWARE; CASEWORK; LAUNDRY EQUIPMENT; MISCELLANEOUS SPECIALTIES; BID PACKAGE TEN – PAINTING, CAULKING AND BID PACKAGE SIXTEEN – PROPERTY STORAGE:

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

Bids to be Opened at:

**101 North Sandusky Street
Delaware, Ohio 43015
Delaware County
State of Ohio**

for the following project:

- New Dormitory and Renovations for the Delaware County Jail
 - Re-Bid Package Nine – Drywall; Architectural Doors, Frames and Hardware; Casework; Laundry Equipment; Miscellaneous Specialties
 - Re-Bid Package Ten – Painting, Caulking
 - Re-Bid Package Sixteen – Property Storage

In accordance with the Drawings and Specifications prepared by:

MKC Associates, Inc.
3021 Bethel Road
Suite 118
Columbus, OH 43220

PSA
Phillips Swager Associates
401 SW Water Street
Suite 701
Peoria, IL 61602

ADR & Associates, Ltd.
100 Dorchester Square
Westerville, OH 43082

Sealed Bids with Alternates and Unit Prices will be received for:

Bid Package Description	Base Bid Estimate	Estimate of Alternates
Bid Package Nine – Drywall; Architectural Doors, Frames & Hardware; Casework; Laundry Equipment; Miscellaneous Specialties	\$381,393	\$7,130
Bid Package Ten – Painting, Caulking	\$203,927	\$0
Bid Package Sixteen – Property Storage	\$41,625	\$0

Until 2:00 PM October 5, 2004.

A pre-bid meeting will be held on **September 29, 2004 at 11:00 AM** at Delaware County Board of Commissioner’s Office
101 North Sandusky Street
Delaware, Ohio 43015

The Construction Manager for this Project is **Bovis Lend Lease**.
111 West Rich Street
Columbus, Ohio 43215
Telephone Number: (614) 621-4148
Fax Number: (614) 621-4149.
Attention: Gary Rutledge

Contract Documents may be obtained, shipping charges collect, by placing a deposit in the amount of \$85.00 per set payable to: **Bovis Lend Lease**

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A Bid Guaranty must be submitted with each bid.

No more than 3 sets will be provided on a refundable basis to the Bidder.

The Contract Documents may be reviewed for bidding purposes without charge during the business hours at the following locations:

F.W. Dodge
1175 Dublin Road
Columbus, Ohio 43215

Builder's Exchange
1175 Dublin Road
Columbus, Ohio 43215

Cleveland Dodge Scan
1255 Euclid Avenue
Cleveland, Ohio 44116

Bovis Lend Lease.
111 West Rich Street
Suite 208
Columbus, Ohio 43215

Delaware County Board of Commissioners Office
101 North Sandusky Street
Delaware, Ohio 43015

The Builders Exchange, Inc.
Suite One Construction Centre
981 Keynote Circle
Cleveland, Ohio 44131

FW Dodge – Dayton
3077 S. Kettering Blvd.
Suite 301
Dayton, OH 45439

Ohio Construction News
7261 Engle Rd.
Suite 304
Cleveland, OH 44130
1.800.969.4700 (phone)
1.440.826.0047 (fax)

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

RESOLUTION NO. 04-1137

IN THE MATTER OF APPROVING THE BIDS FOR BID PACKAGE THREE - CAST-IN-PLACE CONCRETE (THE ALTMAN COMPANY), BID PACKAGE FOUR – PRECAST CONCRETE (HOLLOWCORE INCORPORATED), BID PACKAGE FIVE – MASONRY (THE KENNY HUSTON CO.), BID PACKAGE SIX – STRUCTURAL STEEL, MISCELLANEOUS METALS (WANNER METAL WORX), BID PACKAGE SEVEN – DETENTION EQUIPMENT (VALLEY SECURITY COMPANY), BID PACKAGE EIGHT – ROOFING (KROMER-STATES ROOFING, INC), BID PACKAGE ELEVEN – FLOORING (RE: SOURCE OHIO), BID PACKAGE TWELVE – PLUMBING & BID PACKAGE FOURTEEN – HVAC (BRUNER CORPORATION), BID PACKAGE THIRTEEN – FIRE PROTECTION (DALMATIAN FIRE, INC.), AND BID PACKAGE FIFTEEN – ELECTRICAL, SECURITY ELECTRONICS (JESS HOWARD ELECTRIC CO.); FOR THE NEW DORMITORY & JAIL RENOVATIONS FOR THE DELAWARE COUNTY JAIL, DELAWARE, OHIO:

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

WHEREAS, Delaware County received bids for the New Dormitory & Jail Renovations for the Delaware County Jail on August 31, 2004. And;

WHEREAS, after carefully reviewing the bids received, the bids submitted in the following chart have been determined to be the lowest and best bids for the New Dormitory & Jail Renovations for the Delaware County Jail;

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NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, approve and accept the bids submitted with alternates A-1 and A-2 for the New Dormitory & Jail Renovations for the Delaware County Jail, Delaware, Ohio.

Description	Company Recommended	Amount of Contract Award including Alternates
Bid Package # 03 – Cast-in-place Concrete	The Altman Company	\$396,312.00
Bid Package # 04 – Precast Concrete	Hollowcore Incorporated	\$255,100.00
Bid Package # 05 – Masonry	The Kenny Huston Co.	\$1,120,000.00
Bid Package # 06 – Structural Steel & Misc. Metals	Wanner Metal Worx	\$191,070.00
Bid Package # 07 – Detention Equipment	Valley Security Company	\$544,960.00
Bid Package # 08 – Roofing	Kromer-States Roofing, Inc	\$157,800.00
Bid Package # 11 – Flooring	Re:Source Ohio	\$75,900.00
Bid Package # 12 & 14 – Plumbing & HVAC	Bruner Corporation	\$1,009,013.00
Bid Package # 13 – Fire Protection	Dalmatian Fire, Inc.	\$103,000.00
Bid Package # 15 – Electrical & Security Electronics	Jess Howard Electric Co.	\$1,153,315.00

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

RESOLUTION NO. 04-1138

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Rachel Skidmore has accepted the position of Clerical Specialist with the Department of Job and Family Services; effective date September 20, 2004.

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

RESOLUTION NO. 04-1139

IN THE MATTER OF APPROVING THE FINAL CONTRACT PAYMENT WITH MEACHAM AND ABEL ARCHITECTS FOR THE MEDIC 8 AND 9 CONSTRUCTION PROJECTS:

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

WHEREAS, Meacham and Abel were the architectural and engineering firm for the design and construction of the Emergency Medical Service (EMS) Medic Station 8 (Scioto) and 9 (Harlem) projects; and

WHEREAS, Meacham and Abel were required to perform additional design and drawings due to unanticipated field conditions; and

WHEREAS, the construction project is complete with EMS units conducting operations from both facilities;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve the transfer of appropriations of \$4,025.00 from Account 40211407-5210, Materials and Supplies to 40211407-5450, Capital Outlay and Equipment.

BE IT FURTHER RESOLVED: That the Board of County Commissioners approve the purchase order and voucher for a final payment to Meacham and Abel for account 40211407, Object Code 5450 in the amount of \$8,050.00.

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

RESOLUTION NO. 04-1140

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE DELAWARE CAB CO.:

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

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**PURCHASE OF
TRANSPORTATION SERVICE CONTRACT**

This contract made and entered into August 13, 2004 by and between the Delaware County Department of Job and Family Services (DCDJFS) and the Delaware Cab Co. (Provider).

1. PURCHASE OF SERVICES: Subject to terms and conditions set forth in this contract and the attached exhibits, DCDJFS agrees to purchase for, and the provider agrees to furnish to, referred individuals the specific transportation services detailed in this agreement.

2. CONTRACT PERIOD: This contract will be effective from September 14, 2004 through September 13, 2005 inclusive unless otherwise terminated.

3. AVAILABILITY OF FUNDS: Payments for all services provided in accordance with the provisions of this contract are contingent upon the availability of state, federal, and local funding as determined by the DCDJFS.

4. COST AND DELIVERY OF PURCHASED SERVICES: The amount to be paid for such services will be based on the following criteria established by DCDJFS. Reimbursement under this agreement will be by fixed unit rate. The rate of charge shall be as follows:

Flat rate of \$4.00 anywhere in Delaware city limits \$0.75 per mile for travel beyond Delaware city limits

Provider shall submit to DCDJFS a monthly report of persons served, dates of service provided, rates charged, and required verifications. The total amount of this contract shall not exceed \$120,000.

5. REFERRAL AND MONITORING PROCEDURES: See Exhibit 1

6. PAYMENT FOR PURCHASED SERVICES: Provider will, within thirty days of the end of each month, submit an invoice to the DCDJFS covering purchased services rendered to eligible individuals. Such invoices shall include monthly actual expenditures, the names of persons served, number of units, and amount claimed based on the negotiated contract for each service covered in the contract and required provider verifications. The DCDJFS will review such invoice for completeness and any information necessary before making payment within thirty days after receipt of an accurate invoice. The reported expenditures submitted are subject to adjustment by the DCDJFS before such payment is made in order to adjust the mathematical errors, incorrect rates, or non-covered services, and the reported expenditures are subject to audit by appropriate state or federal officials. All services will be reimbursed at one hundred percent of the correct invoice total.

DCDJFS shall not require or pay any administrative costs from fees, or other charges from a provider of services, as a condition or provision of the contract for the purchase of services.

7. INDEPENDENT CONTRACTORS: Delaware Cab Co., its agents, and employees will act in performance of this contract as independent contractors, and not as officers, employees, or agents of the State of Ohio or the DCDJFS.

8. DUPLICATE BILLING: Provider warrants that claims made to DCDJFS for payment for purchased services shall be actual services rendered to eligible individuals and will not duplicate claims made by provider to other sources of funds for the same services.

9. FINANCIAL RECORDS: The Provider shall maintain independent books, records, 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 reports shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.

10. AVAILABILITY AND RETENTION OF RECORDS: Provider shall maintain and preserve all financial records related to this contract, including any other documentation used in the administration of the program, in its possession for a period of six years from the date of the submission of DCDJFS's final expenditure report, and/or will assure that maintenance of such for a like period of time in the possession of any third party performing work related to this contract, unless otherwise directed by the DCDJFS.

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

11. 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 provision of the provider contract.

(A) The provider agrees to pay the DCDJFS the full amount of payment received for duplicate billing, erroneous billing, deceptive claim, or falsification.

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(B) As used in this section ~~deceptive~~ means: knowingly deceiving another or causing another to be deceived, by a fake or misleading representation, by withholding information, by preventing another from acquiring information, or by any other act, conduct, or omission which created, confirms, or perpetuates a fake impression in another, including a fake impression as to law, value, state of mind or other objective or subjective fact.

12. SAFE GUARDING OF CLIENT: Provider agrees that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the DCDJFS or providers responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.

13. CIVIL RIGHTS: DCDJFS and Provider 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 the provider 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.

14. INDEMNITY AND INSURANCE

INDEMNITY: Provider agrees that it will at all times during the existence of this contract, indemnify and save harmless the DCDJFS, the Ohio Department of Job and Family Services, and the Delaware County Board of Commissioners against any and all liability, loss damage, and/or related expenses incurred through the provision of services under this contract.

INSURANCE: Provider agrees to contract for insurance up to \$1,000,000 per occurrence and name DCDJFS and Delaware County as an additional insureds on the insurance policy.

15. TERMINATION: This contract shall terminate automatically if the Provider fails to meet all licensing requirements imposed by law or insurance requirements imposed by this contract. This contract may also be terminated on the basis of adverse finding in an audit or at anytime upon thirty days written notice by either party.

16. PUBLICITY: In any publicity release or other public reference including media release, information pamphlets, etc., on the services provided under this agreement, it will be clearly stated that the project is in part funded under Title XIX through federal and state reimbursement.

17. ACCESSIBILITY OF PROGRAM TO HANDICAPPED: The Provider 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 84) and all guidelines and interpretations issued pursuant thereto. 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.

18. AMENDMENT OF CONTRACT: This contract may be amended at anytime by a written amendment signed by both parties. Reasons for amendment may include, but are necessarily limited to, the following:

The quality and extent of purchased services furnished by provider has been reduced or improved.

The maximum unit rate has varied significantly from actual cost.

The Provider fails to meet the necessary state and federal licensing requirements.

19. LIMITATIONS ON CHARGES PER PERSON AND MILEAGE:

CHARGES PER PERSON: The Provider shall not duplicate the charge in the event that more than rider would be utilizing the vehicle at the same time. The unit rate per mile charge would be applied for distance traveled, calculated from the point of origin or base of the cab company, whichever is less, to the client's destination and return to the cab company or next fare, whichever is shorter.

20. RESOLUTION OF DISAGREEMENT: The DCDJFS and the Provider agree to the following hierarchy in resolving disagreements related to this contract:

Level I Supervisor/Cab Company Operator

Level II DCDJFS Director/Cab Company Operator

21. GENERAL CONDITIONS: Changes in schedule shall be provided with as much advance notice as possible. Pick up may be canceled with a one-half day notice. Drivers will provide assistance to rider as agreed to in referral schedule.

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22. MERGER OF BID DOCUMENTS: Provider agrees that the bid specifications prepared by the DCDJFS and the Provider's response and attached documentation are a part of this contract and are incorporated herein by this reference as is fully written herein.

EXHIBIT I

I. Delaware County Department of Job and Family Services Responsibilities:

- A. Call referral to Delaware Cab at least twenty-four (24) hours prior to the time service is needed, except in emergency.
- B. Provide a written authorization of people needing the service to the Delaware Cab Company.
- C. Provide information concerning:
 - 1. When- time, date,
 - 2. Place- pick up and destination,
 - 3. Client name and applicable program,
 - 4. Which clients should have verification of their attendance at an appointment.
- D. Provide both telephone and written notice of any changes in ridership or times.

II. Delaware Cab Company Responsibilities:

- A. Provide taxi service:
 - 1. On an as-needed basis (in emergencies).
 - 2. On a pre-arranged schedule.
- B. Provide services within the time lines given.
- C. Notify DCDJFS staff of a no-show if occurrence is the second consecutive occurrence.
- D. Consult with appropriate staff on issues concerning times for pick-up and drop-off.
- E. Keep accurate records of services and send a monthly statement of services provided and charges.
- F. Immediately notify the supervisor or the director of any accident or incident, no matter how minor, that involves a client covered by this contract. A list of contact numbers is on page four (4) of the contract.

Further Be It Resolved, that the Commissioners approve the following Purchase Order Request:
22411601-5355 \$34,000
22511707-5355 \$3,200

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

Deborah B. Martin

James D. Ward

Letha George, Clerk to the Commissioners