

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 17, 2008

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

Present: Glenn A. Evans, Kristopher W. Jordan, James D. Ward

PUBLIC COMMENT

Patrick Brandt, Delaware County Data Center, Update on Emergency Radio Traffic during September 14, 2008 Wind Storm And Power Outages.

RESOLUTION NO. 08-1096

IN THE MATTER OF AUTHORIZING A \$45,000 ADVANCE TO THE DELAWARE COUNTY FAIR:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following contract.

Whereas, the Delaware County Fair is in need of repair for the grandstand bleachers; and

Whereas, the Delaware County Fair has requested the Delaware County Board of County Commissioners provide financial assistance in the above mentioned project; and

Now therefore be it resolved that the Delaware County Board of County Commissioners will appropriate a \$45,000 advance to the Delaware County Fair under the following terms and conditions:

The Delaware County Fair will use the funds to reimburse funds expended for repair and improvements to the fairgrounds.

The Delaware County Commissioner will receive payment from the Delaware County Fair from reimbursement from the amount paid to the Fair as required by Ohio Revised Code until all funds reimbursed back to the Board of County Commissioners. There will be no interest charged.

Further be it resolved that the Delaware County Board of County Commissioners approve a supplemental appropriation of \$45,000 to Org Key 10011102-5601 and approve a Purchase Order and Voucher to the Delaware County Fair in the amount of \$45,000 from the same org key.

Further be it resolved that the Delaware County Fair hereby agrees to hold the County harmless from loss, damage, injury, or liability arising directly from the negligent acts or omissions of the Delaware County Fair, its employees, agents, subcontractors and their employees and agents’ subcontractors and their employees agents but only to the extent that the same is actually covered and paid under the foregoing policies of insurance.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 08-1097

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 11, 2008 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the resolutions and records of the proceedings from regular meeting held September 11, 2008 as contained in the county’s official electronic recordings of the proceedings.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 08-1098

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0912:

It was moved by Mr. Ward, seconded by Mr. Evans to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0912 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO's			
Increases			
Roadmaster Drivers School	Program Job and Family	22311611-5348	\$ 15,000.00
DJFS	Utilities	22411602-5348	\$ 10,000.00
New Hoizons	Residential Treatment	22311611-5348	\$ 3,000.00

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New Hoizons	Residential Treatment	22311611-5348	\$	2,000.00		
Treasurer	Retainage Willis Bldg.	40411412-5410	\$	25,000.00		
Vouchers						
Kindercare Neverland	Day Care	22411610-5348	\$	34,182.72		
Kindercare Neverland	Day Care	22511607-5348	\$	1,433.04		
Treasurer	2 K General Retainage/Willis Bldg.	40411412-5410	\$	22,390.48		
Acree Daily Corporation	Door Controls/Sheriff Security	40111402-5410	\$	13,928.00		
Trident	Security	10011102-5301	\$	7,539.05		
Vote on Motion	Mr. Ward	Aye	Mr. Jordan	Aye	Mr. Evans	Aye

RESOLUTION NO. 08 -1099

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The EMA Department is requesting that Brian Galligher attend a ICS 300 Instruction Course in Marion County October 1-2, 2008 at no cost.

The Economic Development Department is requesting that Dottie Brown attend a Community Development Conference in Cambridge, Ohio November 11-14, 2008, at the cost of \$423.40.

The 911 Department is requesting that Karla Jacobs and Joshua Ripley attend a Hostage Negotiation Class in Columbus, Ohio November 13, 2008, at no cost.

The Environmental Services Department is requesting that Chad Antle attend a Leveraging GIS for Better Utility Planning and Management Seminar in Columbus, Ohio September 10, 2008, at the cost of \$25.00.

The Department of Job and Family Services is requesting that Christie Burke, Pattie Clements, Joey Cotter, Anetrice Sanders, Karen Cohen, Michelle Leighty, Ashley Wyatt and Shannon Cox attend an Interviewing Children and Preparing for Court Training in Columbus, Ohio September 20-24, 2008, at the cost of \$1,500.00.

Juvenile Court is requesting that Marilyn Kinniard and Jackie Miley attend an Ohio CSEA Fall Conference in Dublin, Ohio September 19, 2008, at the cost of \$220.00.

Juvenile Court is requesting that Sharon McCollister attend an Ohio CSEA Fall Conference in Columbus, Ohio September 19, 2008, at the cost of \$10.00.

The Environmental Services Department is requesting that Eric Kletrovetz attend a Pump Station Operation and Maintenance Seminar in Lancaster, Ohio September 9, 2008, at the cost of \$20.00.

The Engineer’s Office is requesting that William Stillions attend a 2008 PLSO Fall Conference in Mason, Ohio October 9-10, 2008, at the cost of \$515.00.

The Administrative Services Department is requesting that Lisa Iannotta attend an Employment Law Training in Columbus, Ohio September 24, 2008, at the cost of \$204.00.

The 911 Department is requesting that Kathy Jewell attend a Suicide Intervention Class in Dublin, Ohio September 8, 2008, at the cost of \$135.00.

The 911 Department is requesting that Kathy Price and Aaron Robbins attend a Terrorist Threat to Our Schools Training in Westerville, Ohio October 17, 2008, at the cost of \$70.00.

The Administrative Services Department is requesting that Brad Euans attend a BWC Forum on Self-Insurance in Columbus, Ohio September 25, 2008, at no cost.

The Child Support Enforcement Agency is requesting that Teresa Farlee, Kelly Mills, Pat Church, Adeana Gray and Christine Dobrovich attend a Child Support Fall Conference in Columbus, Ohio September 18-19, 2008, at the cost of \$550.00.

The Environmental Services Department is requesting that Chad Antle attend a Seminar on Blueprint for Demystifying The Litigation Process in Delaware, Ohio September 24, 2008, at the cost of \$90.00.

The Environmental Services Department is requesting that Brian Keener attend a Plant Operations and Lab Analysis Workshop in Columbus, Ohio September 23-24, 2008, at the cost of \$325.00.

The Administrative Services Department is requesting that Lisa Iannotta attend a County Loss Control Coordinator Meeting in Bellville, Ohio September 26, 2008, at no cost.

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The Engineer’s Office is requesting that Pat Blayney and Doug Riedel attend The Engineer’s and Surveyor’s Blueprint for Demystifying the Litigation Process in Delaware, Ohio September 24, 2008, at the cost of \$150.00.

The Engineer’s Office is requesting that Ryan Mraz, Erik Mackling, Patrick Blayney, Doug Riedel, Rob Riley and Andrew Fortman attend the 2008 Ohio Transportation Engineering Conference in Columbus, Ohio October 28-29, 2008, at the cost of \$620.00.

Juvenile Court is requesting that Cecelia Monahan and Stacy Blair attend an Operation Street Smart Training in Canal Winchester, Ohio September 26, 2008, at no cost.

Juvenile Court is requesting that James Little and Michelle Stratman attend a 2008 Annual Probate Investigators Training in Columbus, Ohio October 6, 2008, at the cost of \$320.00.

Vote on Motion Mr. Evans Aye Mr. Jordan Nay Mr. Ward Aye

RESOLUTION NO. 08-1100

IN THE MATTER OF APPROVING THE TREASURER’S REPORT:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the Treasurer’s Report.

(Copy available for review at the Commissioners’ Office until no longer of administrative value.)

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 08-1101

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE
ENGINEER’S OFFICE:

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

The Engineer is requesting the following Supplemental Appropriations, needed to pay for additional salt purchases for the 2008 budget. This appropriation will allow the Engineer to fill the reserve storage facility with an additional 2500 tons of salt at current pricing. The savings at current pricing would save the Engineer’s 2009 budget \$42,000.00 over purchasing at the new contract price.

Salt \$100,000.00 29214001-5285

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 08-1102

RESOLUTION OF THE COUNTY COMMISSIONERS PROPOSING TO COOPERATE WITH THE
DIRECTOR OF TRANSPORTATION IN THE MATTER OF ACCEPTING THE ABANDONMENT
OF A PORTION OF STATE ROUTE 750, DELAWARE COUNTY, OHIO:

WHEREAS, the public interest demands the improvement hereinafter described; now, therefore, upon motion of Commissioner Mr. Ward, seconded by Commissioner Mr. Evans.

BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO; HEREINAFTER REFERRED TO AS THE COUNTY:

Section 1.

It is in the public interest to support the relocation and improvement of State Route 750 in southern Delaware County. This improvement will require the abandonment of a portion of existing State Route 750 to the County, in accordance with the public involvement meetings that were held on September 9, 2003, and June 16, 2005.

Section 2.

The County does hereby propose to cooperate with the Director of Transportation in said improvement as follows:

Upon execution of this agreement the County shall accept the abandonment of the portion of State Route 750 as Liberty Township Road 1594 and further described as follows:

Beginning at a point on existing State Route 750, 0.13 miles west of Gibson Drive, then extending easterly to 0.04 miles east of Gibson Drive. Abandonment to have a total distance of 0.17 miles.

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Section 3.
The County Commissioners are hereby empowered and directed on behalf of the County to enter into agreements with the Director of Transportation necessary to complete the abandonment of the portion of State Route 750 described above.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 08-1103

IN THE MATTER OF DECLARING THE NEED FOR IMPROVEMENTS TO SOUTH OLD STATE ROAD (COUNTY ROAD #10), AND AUTHORIZING THE COUNTY ENGINEER TO SUBMIT AN APPLICATION FOR FUNDING ASSISTANCE TO THE MID-OHIO REGIONAL PLANNING COMMISSION:

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

AUTHORIZING LEGISLATION

Whereas, Section 5555.02 provides that a Board of Commissioners may make improvements to a public road in the county;

Whereas, South Old State Road (County Road 10) has been identified as a road that requires safety and traffic flow improvements by the County Engineer;

Whereas, federal funds are made available to counties through the Congestion Mitigation and Air Quality (CMAQ) Improvement Program and the Surface Transportation Program (STP) which are administered by the Mid-Ohio Regional Planning Commission;

Whereas, Section 315.15 provides that a Board of Commissioners may enter into contracts with any person, firm, partnership, association or corporation to perform engineering services in the state for roadway engineering purpose;

Now, therefore be it resolved that:

Section I – Declaration of Need:
The Board has determined that improvements to South Old State Road between the intersections of Polaris Parkway and Orange Road, and extending a sufficient distance away from those intersections for a suitable improvement, are necessary for the safety, convenience and welfare of the public, and hereby declares that the Project known as South Old State Road Improvements shall be initiated for this purpose, and

Section II – Funding:
Delaware County will provide any necessary funding for the Project using funds appropriated for road and bridge construction, and

Section III – Maintenance:
(1) Delaware County commits to provide adequate maintenance for the described Project in accordance with all applicable state and federal law, including, but not limited to, 23 USC 116; (2) provide ample financial provisions, as necessary, for maintenance of the described Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes, and

Section IV – Administration and Authority to Sign:
The County Engineer is designated at the Project Manager and Administrator and is empowered on behalf of the Board to complete and sign any necessary funding applications for the Project and to cooperate with the necessary agencies to facilitate development of the Project.

This Resolution is hereby declared to be an emergency measure to expedite the transportation project and to promote transportation safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 08-1104

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

John Reeves is retiring from his Intake position with the Department of Job and Family Services; effective date

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November 30, 2008.

Elizabeth Tallent is retiring from her Investigator II position with the Department of Job and Family Services; effective date December 31, 2008.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 08-1105

IN THE MATTER OF APPROVING TRANSFER OF FUNDS FOR JOB AND FAMILY SERVICES
AND SUPPLEMENTAL APPROPRIATIONS AND TRANSFER OF APPROPRIATIONS FOR
FAMILY CHILDREN’S FIRST COUNCIL:

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

Fund Transfers		Amount
From	To	
22311611-5801	22411603-4601	
Workforce Investment Act/Transfers	JFS Workforce/Interfund Revenue	\$ 100,000.00
22511607-5801	22411604-4601	
Children Services/Transfers	JFS Children Services/Interfund Revenue	\$ 331,528.59
Supplemental Appropriations		Amount
Revised Certificate		
70161602-4509		
FCFC Service Coordination/Federal Grants	Help Me Grow Part C funds	\$ 50,876.00
70161603-4532		
FCFC Admin/State Other Grants	Help Me Grow Part C funds	\$ 20,000.00
70161606-4535		
FCFC Help Me Grow GR/State Subsidy	Help Me Grow GR funds	\$ 52,402.00
70161607-4501		
FCFC Help Me Grow TANF/Federal Rmbs	Help Me Grow TANF funds	\$ 50,000.00
Supplemental Appropriation		
70161602-5348		
FCFC Service Coordination/Program Professional Services		\$ 40,000.00
70161603-5301		
FCFC Administration/Contracted Professional Services		\$ 17,000.00
70161606-5348		
FCFC Help Me Grow GR/Program Professional Services		\$ 44,000.00
70161607-5348		
FCFC Help Me Grow TANF/Program Professional Services		\$ 130,000.00
Appropriation Transfers		
From	To	
70161602-5601	70161602-5348	
FCFC Service Coordination/Grants In Aid	FCFC Service Coordination/Program Professional Services	\$ 6,478.43
70161606-5601	70161606-5348	
FCFC Help Me Grow GRF/Grants In Aid	FCFC Help Me Grow GRF/Program Professional Services	\$ 4,375.29
70161607-5601	70161607-5348	
FCFC Help Me Grow TANF/Grants In Aid	FCFC Help Me Grow TANF/Program Professional Services	\$ 35,202.78

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 08-1106

IN THE MATTER OF AMENDING THE CHILD CARE PROVIDER CONTRACTS BETWEEN THE
DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE
COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS AS LISTED:

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

Arleen Sunkle

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

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This amendment, effective August 25, 2008, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and ARLEEN SUNKLE entered into on the 1st day of January 2008.

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$25,000 to \$40,000.

Kiddie Academy

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 2

This amendment, effective September 1, 2008, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kiddie Academy entered into on the 1st day of January, 2008

<u>Change:</u>	Full Time	Part Time	Hourly
Before & After	\$ 106.58	\$ 78.32	\$ 5.47
Am Only	\$ 72.00	\$ 72.00	\$ 5.47
PM Only	\$ 103.00	\$ 78.32	\$ 5.47

Kiddie Academy

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 3

This amendment, effective September 4, 2008, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kiddie Academy entered into on the 1st day of January 2008.

Article 4. Cost and Delivery of Purchased Services:

Payment Rates:

Changes amount reimbursable from \$200,000 to \$350,000

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 08-1107

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS AS LISTED:

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

BASIC RATES

Full-time Week for Licensed Center and Type A Providers: 25 to 60 hours
Hourly: Paid after 60 hours

Part-time Week for Center and Type A Providers: 8 hours to 24.9 hours
Hourly Paid for .1 hour to 7.9 hours

Full-time Week for Certified Type B Home Providers: 25 hours to 50 hours
Hourly: Paid after 50 hours

Part-time Week for Home Providers: 8 hours to 24.9 hours
Hourly Paid for .1 hour to 7.9 hours

Child Care Provider		Full	Part Time	Hourly
Primrose School 8771 Moreland St Powell, Oh 43065	Infant	\$213.90	\$ 157.15	\$ 8.76
	Toddler	\$187.40	\$ 132.80	\$ 8.15
	Preschool	\$159.44	\$ 102.58	\$ 5.84
	School age	\$106.58	\$ 78.32	\$ 5.47
	Before or After	\$100.00	\$ 78.32	\$ 5.47

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	Summer School	\$153.80	\$ 104.31	\$ 6.40
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(A copy of this contact is available in the Commissioners’ Office until no longer of Administrative Value).

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 08-1108

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND ADVANTAGE FOSTER CARE NETWORK FOR CHILD PLACEMENT SERVICES:

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

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Advantage Foster Care Network 43 E. 4 th Street Mansfield, Ohio 44902	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

(A copy of this contact is available in the Commissioners’ Office until no longer of Administrative Value).

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 08-1109

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE DELAWARE COUNTY TRANSIT BOARD FOR CONTRACTED SERVICES FOR PROGRAM PARTICIPANTS:

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

2008-2009 CONTRACT FOR PURCHASE OF
TRANSPORTATION SERVICES
BETWEEN
THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
AND
THE DELAWARE COUNTY TRANSIT BOARD

This Contract is entered into this 1st day of September, 2008 by and between the Delaware County Department of Job and Family Services (hereinafter, “DCDJFS”), whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, the Delaware County Board of County Commissioners (hereinafter, “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Delaware County Transit Board (hereinafter “DCTB”), whose address is 4981 County Home Road, Delaware, Ohio 43015 (hereinafter singly “Party”, collectively “Parties.”)

- 1. PURPOSE OF CONTRACT: The purpose of this Contract is to state the covenants and conditions under which the DCTB will provide specific transportation services to referred individuals.
- 2. TERM: This Contract will be effective from September 1, 2008, or upon the date the last party signs the Contract, through August 31, 2009 inclusive unless otherwise terminated.
- 3. SCOPE OF SERVICES: DCTB maintains a public transportation system that provides transportation services. DCTB shall provide demand response transportation services to DCDJFS clients (e. g. transport DCDJFS clients to and/or from locations as prearranged and specified by DCDJFS) (“Transportation Services”). DCDJFS clients receiving such Transportation Services shall be referred to DCTB by DCDJFS and shall receive authorization from DCDJFS for Transportations Services. DCTB shall use its own vehicles to provide such Transportation Services. Additional services as provided herein may be rendered at an additional charge to DCDJFS.

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4. REMUNERATION: In exchange for providing such Transportation Services, DCDJFS shall pay DCTB by fixed unit rate and charges. The rates and charges shall be by person traveling and shall be as follows:

Standard Rates

- Demand Response:
 - Mileage Rate: \$ 2.56 per loaded mile
 - Minimum Per Trip: \$12.25
 - Fuel Service Charge¹: \$ 0.05 per loaded mile

Additional Service Charges

- No Show/Dead Run²: \$15.00 per trip request
- Additional Door to Door Transportation: \$ 8.50 per trip
- Other Necessary Passenger Assistance: \$ 8.50 trip
- Additional Rider Charge: \$ 6.00 per rider per trip
- Other Necessary Passenger Assistance: \$ 7.00 per trip
- Service Time Charge (wait time): \$ 10.70 per fifteen-
minutes of time or any
portion thereof
- Cancellations³: \$8.50 per scheduled
trip
- Personal Care Attendant (PCA or AIDE) No Charge

Unless otherwise agreed between the Parties, DCDJFS shall not be required to pay and the DCTB understands and agrees that DCDJFS will not pay any administrative costs or fees or other charges beyond the fees negotiated in this Contract.

5. ADDITIONAL SERVICES:

For demand response service, DCTB may, upon prior approval of DCDJFS, provide additional services within DCTB’s policies such as but not limited to:

- a) Wait Time (beyond DCTB’s policy of scheduled time)
 - i) At origin point
 - ii) At destination point
- b) Rider assistance in excess of immediate boarding or alighting vehicle
- c) Any actual time incurred as a result of the necessity for the driver to leave the vehicle.
- d) Other services on an individual basis as agreed by DCTB and the DCDJFS.

6. INVOICE: DCTB shall within thirty (30) days of the end of each month submit to DCDJFS a proper detailed invoice covering purchased services rendered to eligible individuals. For each service provided that is covered by this Contract, such invoice shall include, but is not limited to, monthly actual expenditures, the names of persons served, number of units, and amount claimed based on the fees negotiated and established in this Contract.

Before making payment, DCDJFS will review invoices for completeness and all necessary information. Reported expenditures are subject to adjustment by DCDJFS before payment is made in order to adjust for mathematical errors, incorrect rates, or non-covered services.

Payment shall be made by DCDJFS within thirty (30) days after receipt of a complete and accurate invoice by DCDJFS.

All services will be reimbursed at one hundred percent (100%) of the correct invoice total.

7. AUDIT: All reported expenditures are subject to audit by appropriate federal, state, or local officials and/or their appointed representatives.

1 Fuel Service Charge shall only be applied to Mileage Rate or Minimum Per Trip charge only if the AAA average cost per gallon of fuel for Ohio averages \$4.00 per gallon or higher. The Fuel Service Charge will increase by \$0.05 for every \$0.50 per gallon that the AAA average cost per gallon of fuel for Ohio increases above \$4.00 per gallon. For example, if the AAA average cost per gallon of fuel for Ohio averages \$4.50 per gallon, the Fuel Service Charge will be \$0.10.

2 No Show/Dead Run charges shall apply to scheduled trips that are not cancelled at least one hour prior to the scheduled pick up time.

3 Cancellations are considered scheduled trips if cancelled after 2:00 PM of the day prior to the trip.

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8. MAXIMUM AMOUNT OF REMUNERATION UNDER CONTRACT: The total amount of remuneration paid under this Contract shall not exceed One Hundred Thousand Dollars and No Cents (\$100,000.00).
9. AVAILABILITY OF FUNDS: The DCTB understands and agrees that payments for all services provided in accordance with the provisions of this Contract are contingent upon the availability of state, federal, and local funding.
10. DUPLICATE BILLING: DCTB 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 DCTB to other sources of funds for the same services. The DCTB agrees to pay DCDJFS the full amount of payment received for duplicate billing, erroneous billing, deceptive claims, or falsification.
11. REFERRAL AND MONITORING PROCEDURES:
 - A. DCDJFS Responsibilities:
 - i. Call referral to DCTB at least twenty-four (24) hours prior to the time service is needed, except in emergency.
 - ii. Provide information concerning:
 - a. When- time, date,
 - b. Place- pick up and destination,
 - c. Client name and applicable program,
 - d. Which clients should have verification of their attendance at an appointment.
 - iii. Provide authorizations for individuals requiring Transportation Services. The authorization will include the name(s) of the person(s) to be transported, the origin point, the destination point, the date and time the transportation is to occur, and any other special instructions or special services that are needed.
 - iv. Due to scheduling requirements, authorizations must be received by 12:00 noon for trips for the next business day. Authorizations received after this time may result in DCTB's inability to adequately provide the Transportation Services. The requesting DCDJFS case worker and his/her supervisor will be notified if any of these trips can not be accommodated so that other arrangements can be made.
 - v. Provide both telephonic and written confirmation of any changes to the authorization at least 24 hours in advance of effective change.
 - vi. Provide both telephone and written notice of any changes in ridership or times.
 - B. DCTB Responsibilities:
 - i. Provide Transportation Services on a pre-arranged schedule within DCTB's operating days, times, service area, and established rules.
 - ii. Provide demand response Transportation Service.
 - iii. Provide services within the time lines given.
 - iv. Schedule transportation based on authorization by DCDJFS and availability of DCTB vehicles.
 - v. Notify DCDJFS staff of a no-show if occurrence is the second consecutive occurrence.
 - vi. Consult with appropriate staff on transportation issues concerning individual clients.
 - vii. Keep accurate records of services and send a monthly statement of services provided and charges.
 - viii. Immediately notify the DCDJFS supervisor or the DCDJFS director of any accident or incident, no matter how minor, that involves a client covered by this contract. DCDJFS will give DCTB a list of contact numbers to use should such notification be required.
 - ix. Maintain adequate insurance on all vehicles.
 - x. Maintain vehicles and equipment in good operating order.
 - xi. Ensure that all wheelchairs are properly tied down.
12. NON-EXCLUSIVITY: DCTB is a public transportation system. This Contract does not provide exclusive transportation to DCDJFS clients. Individuals from the general public or other contracted clients may also at times be passengers in the vehicle during the transportation of DCDJFS clients.
13. EXCLUSION OF DISRUPTIVE PASSENGERS: DCTB reserves the right to refuse or deny Transportation Services to any individual as a result of disruptive and/or unacceptable behavior or any other reason that DCTB determines may cause an unsafe transportation environment.

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14. INDEPENDENT CONTRACTORS: The DCTB understands and agrees that the DCTB shall act as and provide Transportation Services for the Board, DCDJFS and Delaware County, Ohio as an independent contractor and, as such, is not an employee of the Board, DCDJFS, Delaware County, Ohio, or the Ohio Department of Job and Family Services. As an independent contractor, the DCTB understands and agrees that it is not entitled to any of the benefits of employment with the Board, DCDJFS, Delaware County, Ohio, or the Ohio Department of Jobs and Family Services. The DCTB also understands and agrees that as an independent contractor the DCTB is responsible for complying with all federal, state, and local laws, including, but not limited to, reporting of income for federal, state, and local income tax purposes; reporting and paying self employment taxes; reporting and paying for workers compensation; establishing a retirement plan, if desired; and/or purchasing hospitalization and other insurance coverage, if desired.
15. LICENSES: DCTB certifies that at all times throughout the life of this Contract that all drivers providing Transportation Services pursuant to this Contract have a valid, current, and appropriate Ohio operators (drivers) license. DCTB also certifies that it holds all approvals, licenses, and/or other qualifications necessary in and for the performance of the services provided pursuant to this Contract and to conduct business in Ohio. DCTB further certifies that such approvals, licenses, and/or other qualifications are current and valid and shall remain as such throughout the life of this Contract.
16. FINANCIAL RECORDS: The DCTB 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 to and made available at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
17. AVAILABILITY AND RETENTION OF RECORDS: DCTB understands and agrees that it shall maintain and preserve in its possession for a period of six (6) years from the date of the termination of this Contract and/or the submission of the final expenditure report, whichever is later, all financial records related to this Contract, including, but not limited to, any and all documentation used by the DCTB in the administration of the program and delivery of services. Likewise, the DCTB understands and agrees that it shall assure the maintenance and preservation of such records and documentation in the possession of any third party performing work related to this Contract for a like period of time, unless otherwise directed by the DCDJFS.

If any litigation, action, claim, negotiation, audit, or other action involving this Contract has been initiated, filed, or started before the expiration of the six (6) year period, the DCTB understands and agrees that it shall maintain and preserve all records and documents related to the performance of this Contract and shall assure that any such records or documents in the possession of a third party are maintained and preserved until the final completion of the litigation, action, claim, negotiation, audit, or other action and all issues which arise or are connected to such are resolved or until the end of the six (6) year period, whichever is later.

18. RESPONSIBILITY FOR AUDIT EXCEPTIONS: DCTB understands and agrees to accept responsibility for receiving, replying to, paying for, and/or complying with any audit exception by appropriate local, state, or federal audit related to the provision of services under this Contract.
19. SAFEGUARDING OF CLIENT: DCTB understands and agrees that any and all information the DCTB receives from DCDJFS or by other means concerning individuals eligible for services under this Contract and/or information concerning any clients of DCDJFS, no matter the nature, is strictly confidential. The DCTB further understands and agrees that any disbursement, use or disclosure of such information is prohibited, except upon the written consent of the eligible individual or his responsible parent or guardian, and may result in the termination of this Contract.
20. CIVIL RIGHTS: DCDJFS and DCTB 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, sexual orientation, 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 DCTB 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.
21. PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS:

The Parties are political subdivisions of the state of Ohio or are boards, departments, entities, or parts thereof. As such, the Parties lack authority to indemnify. Therefore, the Parties understand and agree that each Party is and shall be responsible for its own actions, and/or the actions of their respective boards, board members, officials, officers, employees, agents, representatives, servants, and volunteers, resulting from or related in any manner to the performance of this Contract. The Parties agree to be individually and solely responsible for any and all liability, loss, damages, injury, including death, penalties, costs, fines, fees, and/or related expenses that each may incur as a result of its own actions,

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and/or the actions of its respective boards, board members, officials, officers, employees, agents, representatives, servants, and volunteers in the performance of this Contract. In so doing, and to the extent permitted by law, the Parties agree to hold the other Parties harmless.

22. INSURANCE:

The DCTB shall carry and maintain throughout the life of the Contract such bodily injury and property damage liability insurance as will protect it and the Board, DCDJFS, Delaware County and their respective boards, board members, officials, officers, employees, agents, representatives, servants, and volunteers against any and all claims for personal injury, including death, or property damage, which may arise from the performance of or operations under this Contract or from use of vehicles in connection therewith.

Prior to commencement of this Contract, the DCTB shall present to DCDJFS current certificates of insurance, and shall maintain such insurance during the term of this Contract. The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf. All insurance shall be written by insurance companies licensed to do business in the State of Ohio.

23. TERMINATION:

A. Termination for the Convenience:

Either Party may terminate this Contract at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Party. The DCTB shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, the DCTB shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. Effect of Waiver of any Occurrence of Breach or Default:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If either Party fails to perform an obligation or obligations under this Contract and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by DCDJFS shall be authorized in writing and signed by an authorized DCDJFS representative.

D LOSS OF FUNDING:

It is understood by DCTB that availability of funds for this Contract and thus this Contract is contingent on appropriations made by Local, State and/or Federal government. In the event that the Local, State and/or Federal reimbursement is no longer available to DCDJFS, the DCTB understands that changes and/or termination of this Contract will be required and necessary. Such changes and/or termination will be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated by DCDJFS.

24. 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 in part funded under Title XIX through federal and state reimbursement.

25. ACCESSIBILITY OF PROGRAM TO HANDICAPPED: The DCTB agrees to make all Transportation Services and/or other services or programs provided pursuant this Contract available to disabled and/or handicapped individuals. The DCTB 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 DCDJFS of Health and Human Services and termination of this Contract.

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26. AMENDMENT OF CONTRACT: This Contract may be amended at anytime by a written amendment signed by the Parties.
27. RESOLUTION OF DISAGREEMENT: DCDJFS and the DCTB agree to the following hierarchy in resolving disagreements related to this contract:

Level I: DCDJFS Supervisor/DCTB Executive Director
Level II: DCDJFS Director/DCTB
28. DMA FORM STATEMENT: DCTB certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion List. Pursuant to R.C. § 2909.33, DCTB agrees make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Contract is contingent upon full completion of such certificate and “No” being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Contract and by this reference made a part of this Contract.
29. AUTHORITY TO SIGN: Any person executing this Contract in a representative capacity hereby warrants that he/she has authority to sign this Contract or has been duly authorized by his/her principal to execute this Contract on such principal’s behalf.
30. NOTICES: All notices which may be required by this Contract or by operation of any rule of law shall be hand delivered or sent via certified mail, return receipt requested, reputable nationally known overnight courier, return receipt requested, or facsimile to the following individuals and /or entities at the following addresses and shall be effective on the date received:

DCTB:	DCDJFS:
Delaware County	Delaware County Department of Job
Transportation Board	and Family Services
4981 County Home Road	140 N. Sandusky Street
Delaware, Ohio 43015	Delaware, Ohio 43015
Fax: (740) 362-7603	Fax: (740) 833-2299
31. FINDINGS FOR RECOVERY: DCTB certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
32. SEVERABILITY: If any item, condition, portion, or section of this Contract or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
33. GOVERNING LAW: This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.
34. ENTIRE AGREEMENT: This Contract (and its Attachments) shall constitute the entire understanding and agreement between the DCDJFS and the DCTB, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

Mona Reilly, Director Job And Family Services
Disaster Relief Programs are available from Job and Family Services for eligible program participants including Food Stamp Replacements.

RESOLUTION NO. 08 -1111

IN THE MATTER OF AMENDING RESOLUTION 08-1110 AS PRESENTED (WAIVING HALF OF THE TIPPING FEES FOR DELAWARE COUNTY FAIR TRASH):

It was moved by Mr. Ward, seconded by Mr. Evans to amend resolution 08-1101 by removing the following information: Central Ohio Contractors has agreed to accept solid waste at half price to haulers of solid waste generated by the Delaware County Fair.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

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RESOLUTION NO. 08 -1110

IN THE MATTER OF APPROVING, AS AMENDED, A RESOLUTION WAIVING HALF OF THE
TIPPING FEES FOR DELAWARE COUNTY FAIR TRASH:

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

WHEREAS, the Board of County Commissioners of Delaware County has a Solid Waste Transfer Station Operation Agreement with Central Ohio Contractor, Inc., for the operation of the Delaware County Solid Waste Transfer Station and the disposal of solid waste, and

WHEREAS, the Delaware County Fair has requested relief related to its solid waste tipping fees, and

WHEREAS, the Board of County Commissioners wishes to waive the seven percent (7%) county surcharge.

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Delaware County does hereby waive the seven percent (7%) county surcharge.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 08 -1112

IN THE MATTER OF EXTENDING THE DIRECTOR OF EMERGENCY MEDICAL SERVICES
THE AUTHORITY TO EXECUTE EMAC INTERGOVERNMENTAL AGREEMENTS BETWEEN
DELAWARE COUNTY AND THE OHIO EMERGENCY MANAGEMENT AGENCY:

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

WHEREAS, the Emergency Management Assistance Compact (EMAC) is a mutual aid agreement between member states that provides for reimbursement, liability protection, license and certification reciprocity, and workers' compensation coverage, and;

WHEREAS, if Ohio is chosen as an assisting State, and EMAC Deployment Information Sheet and signed agreement are required between the political subdivision and the Ohio Emergency Management Agency prior to personnel and equipment being deployed into the field, and;

Now Therefore be it RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, extend Chief Rob Farmer, Director of Emergency Medical Services, the authority to enter into agreement with the Ohio Emergency Management Agency for the purpose of fulfilling EMAC requests in National times of need.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 08-1113

IN THE MATTER OF APPROVING THE PURCHASE OF A NEW MEDIC UNIT AND TRANSFER
OF APPROPRIATIONS FOR DELAWARE COUNTY EMERGENCY MEDICAL SERVICES:

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

WHEREAS, the Board of County Commissioners desire to ensure the continued emergency medical coverage for our citizens reside in Delaware County, and

WHEREAS, an additional Medical vehicle for Delaware County EMS is required to ensure that a sufficient number of vehicles are maintained to provide daily coverage, and

WHEREAS, the Director of Emergency Medical Services and his staff conducted reviews of apparatus offered on State Bid; and

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approves the purchase and accompanying Purchase Order for a 2008 Ford E-450 ambulance from Horton Ambulance, Inc at a cost not to exceed \$136,951.18. (10011303-5450).

FURTHER BE IT RESOLVED, that the Commissioners approve the following:

Transfer of Appropriation		Amount	
From	To		
10011303-5001	10011303-5450		
Emergency Medical Services/Compensation	Emergency Medical Services/Machinery & Equipment	\$	137,000.00

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Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 08-1114

IN THE MATTER OF DECLARING A LOCAL STATE OF EMERGENCY IN DELAWARE COUNTY DUE TO SEVERE WEATHER CAUSING EXTENDED POWER OUTAGES IN DELAWARE COUNTY:

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

WHEREAS: Delaware County, Ohio was threatened by a Natural Hazard, and;

WHEREAS: On September 14, 2008, the accumulated effects of a severe wind storm caused numerous power outages throughout Delaware County, and;

WHEREAS: Information from utility companies in the area indicated an outage of between 48-72 hours in some areas,

NOW THEREFORE BE IT RESOLVED: That the Delaware County Board of Commissioners, declare that a local State of Emergency exists in the county and that we hereby invoke and declare portions of the Ohio Revised Code which are applicable to the conditions and have caused the issuance of this proclamation, to be in full force and effect in the county for the exercise of all necessary emergency authority for protection of the lives and property of the people of Delaware County and the restoration of local government with a minimum of interruption.

Reference is hereby made to all appropriate laws, statues, ordinances and resolutions, and particularly Section 5502 of the Ohio Revised Code.

All public offices and employees of Delaware County are hereby directed to exercise the utmost diligence in the discharge of duties required of them for the duration of the emergency and in execution of emergency laws, regulations, and directives-state and local.

All Citizens are called upon and directed to comply with necessary emergency measures, to cooperate with public officials and disaster services forces in executing emergency operation plans, and to obey and comply with the lawful directions of properly identified officers.

All operating forces will direct their emergency needs and or requests for State assistance directly to the Delaware County Emergency Operations Center.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 08-1115

IN THE MATTER OF CLOSING COUNTY OFFICES ON MONDAY, SEPTEMBER 15, 2008, DUE TO EMERGENCY SITUATIONS FROM THE WIND STORM THAT HIT DELAWARE COUNTY ON SUNDAY SEPTEMBER 14, 2008

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

WHEREAS: Delaware County, citizens were threatened due to widespread power outage and other storm related hazards, and;

WHEREAS: On September 14, 2008, hurricane winds moved into Delaware County and unsafe conditions existed for several hours. Power outages were widespread across the county and other storm related hazards existed well into Monday, September 15, 2008.

Whereas, The local utility suppliers indicated it would be 24 to 48 hours before service would be restored and

Whereas, unsafe situations existed in the county which required the activation of the Emergency Operations Center,

NOW THEREFORE BE IT RESOLVED: That the Delaware County Board of Commissioners, declared that County Offices would be closed on Monday, September 15, 2008, for the safety of the county citizens and employees

The following policy shall govern employees under the direction of the board of Commissioners.

Employees will be compensated for the number of hours they were scheduled to work during the emergency period. Employees not scheduled to work because of scheduled vacation or sick leave will be charged for leave regardless of the declared emergency. If vacation or sick leave ends prior to the end of

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the declared emergency no leave time will be charged for the remainder of the emergency.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners