

COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 30, 2009

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

Present: Todd Hanks, Ken O'Brien, Tommy Thompson

RESOLUTION NO. 09-352

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 26, 2009:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on March 26, 2009; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

PUBLIC COMMENT

RESOLUTION NO. 09-353

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0327, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0327:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0327, memo transfers in batch numbers MTAPR0327 and Purchase Orders as listed below:

	<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>	
PO's					
Increases					
	Sedgwick CMS	Claim Activity	61311923-5370	\$ 125,000.00	
Voucher					
	Sedgwick CMS	Claim Activity	61311923-5370	\$ 23,440.80	
PR	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R0903799	COMMISSIONERS	INDIRECT COST	22411605 - 5380	\$379,091.10	0001

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09 -354

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

The Department of Job and Family Services is requesting that Kate Hogan attend a Cognitive-Behavioral Therapy Training in Columbus, Ohio May 9, 2009, at the cost of \$175.00.

The EMS Department is requesting to host and participate an EMS Instructors Conference at the Hayes Building April 28, 2009, at no cost.

The Sheriff's Office is requesting reimbursement for Detective Timothy Schambs' attendance at a SAIC Intelligence Training in Cleveland, Ohio February 1-6, 2009, at the cost of \$129.50. (the cost will later be reimbursed by Homeland Security).

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Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 09-355

IN THE MATTER OF APPROVING THE BID SPECIFICATIONS AND SETTING THE BID OPENING DATE AND TIME FOR THE 2009 ROAD IMPROVEMENT PROGRAM:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

**Public Notice
Advertisement for Bids**

Sealed bids will be received at the **Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 AM, Tuesday, April 21, 2009**, at which time they will be publicly opened and read aloud, for the project known as 2009 DELAWARE COUNTY ROAD IMPROVEMENT PROGRAM.

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "Sealed Bid for 2009 DELAWARE COUNTY ROAD IMPROVEMENT PROGRAM". Bids shall be accompanied by a Bid Bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost, and may be submitted with the Bid Proposal.

Copies of the plans and specifications must be obtained by bidders from the Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015. Cost for each set of plans & specifications are \$25 and the cost is not-refundable. Registration with the Delaware County Engineer's Office is required to be a bidder.

The Owner requires that all work associated with the project be completed before September 4, 2009 and the estimated commencement of work date of May 6, 2009. No township work shall begin before the commencement date. This will allow townships to review, sign and return all contract documents to the awarded contractor.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4111 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right to reject any or all bids.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 09-356

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

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following work permits:

Permit #	Applicant	Location	Type of Work
U09-019	FIBERTECH	ORANGE RD, PERRY RD, HOME RD, TAGGART RD & HYATTS RD	INSTALL AERIAL CABLE
U09-020	VERIZON	HOME RD	RELOCATE FACILITIES

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09-357

IN THE MATTER OF ACCEPTING THE DITCH INSPECTION REPORT FOR 2009 AND ESTABLISHING PERCENTAGE OF MAINTENANCE ASSESSMENTS FOR 2010:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to accept the 2009 Ditch Inspection Report and establish percentage of maintenance assessments for 2010, as follows:

Ditch Inspection Report for 2009

Available for your review and approval is the Ditch Inspection Report for 2009 along with the percentages to

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be collected for 2010. A Resolution needs to be passed by your Board to adopt this report and approve the percentages to be collected.

(Copy of report available for review at the Commissioner’s office until no longer of administrative use.)

INSPECTION REPORT

General Information

1. Name and number of group
2. Type of group: O=Open Ditch T=Tile ST=Storm Tile
 B=Basin S=Swale W/W=Waterway
 S/D=Surface Drain
3. Balance Money as of January 1, 2009

Proposed Work

1. Brush and cattails need sprayed
2. Fertilizer and seeding is needed
3. Pipe is needed
4. Cost of project to do work
5. Assessment Column has percent collected for 2010 and projected income for 2009 and 2010.

JOINT COUNTY 2010 TAXES

<u>Ditch Name</u>	<u>Percentage</u>	<u>County</u>
Adams	5%	Delaware / Marion
Carter Joint County	0%	Delaware / Marion
Cook Joint County	30%	Delaware / Licking
Coomer 435 Main	2%	Delaware / Morrow
Coomer 435 Lateral A	2%	Delaware / Morrow
Darst Joint County	0%	Delaware / Marion
DeGood	20%	Delaware / Union
Pumphrey Joint County	7%	Delaware / Morrow
Tartan Field Jt. Co. 8,9,10, 11	1.5%	Delaware / Union

TRI-COUNTY 2010 TAXES

<u>Ditch Name</u>	<u>Percentage</u>	<u>County</u>
Randall Howison Tri County	0%	Delaware / Marion / Union

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 09-358

IN THE MATTER OF ESTABLISHING A DRAINAGE MAINTENANCE ACCOUNT AND APPROVING THE PERMANENT DRAINAGE MAINTENANCE EASEMENT FOR THE SHEETS #318 DRAINAGE IMPROVEMENTS:

It was moved by Mr. O’Brien, seconded by Mr. Hanks to approve the following:

**RE: Sheets #318
Establish Drainage Maintenance Account and Drainage Maintenance Easement as Follows :**

The following information may be used to initiate the account.

Name: Sheets #318

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Account: 09-03
 Organization: 21911401
 Amount: \$1,120.63

Easement Sheets #318 Drainage Improvements

In United States Military District Section 2, Township 5, Range 17 Kingston Township, Delaware County, Ohio

Commencing At The intersection of the grassed waterway with parcel 51720001128000 and 51720001127000 approximately 340 feet up stream of the concrete drop box structure at the upstream end of the open ditch on the Sheets #318 Drainage Project (ID-#09-03) and terminating approximately 800 feet north of the Kilbourne Road Right-of-way at the intersection of the channel with Parcels 51720001081000 and 51720001080000.

Points A To B:
 15 Feet Right Of Subsurface Drain
 95 Feet Left Of Subsurface Drain to include grassed waterway

Points B to C:
 25 feet right of top bank
 25 feet left of top bank

Points D to E
 25 feet right of top bank
 25 feet left of top bank

(A copy of the easement map is available in the Engineer’s Office until no longer of administrative value).

FURTHER BE IT RESOLVED, that the Commissioners will approve the final schedule of constructions assessments (copy available in the Commissioners’ Office until no longer of administrative value) when the interest rate of the bond for the borrowing of the money is determined.

BE IT FURTHER RESOLVED, that the Commissioners Office will supply to the Auditor’s Office the final schedule of constructions assessments after the bond is issued and the interest rates are determined for the assessments. Eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited, to pay their assessments with the interest rate on the installments.

As this project came in under the estimate, some property owners who paid in advance are due a refund, in addition several property owners whose total cost is below the minimum \$10.00 requirement will be increased to meet that requirement.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 09-359

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

It was moved by Mr. O’Brien, seconded by Mr. Hanks to approve the following:

Whereas, Delaware County contracts with Child Care providers in accordance with state and federal regulations, and

Whereas, the Director of Jobs & Family Services recommends approval of the following contracts

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contracts for Child Care providers:

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

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Part-time Week for Home Providers: 8 hours to 24.9 hours

Hourly Paid for .1 hour to 7.9 hours

**Ashley Evener
133 Hawthorne Rd.
Sunbury, Oh 43074**

Infants	Toddlers	Preschool	School
\$145.00 Full-time Wk	\$143.00 Full-time Wk	\$132.00 Full-time Wk	\$118.00 Full-time Wk
\$105.00 Part-time Wk	\$110.00 Part-time Wk	\$112.00 Part-time Wk	\$ 85.00 Part-time Wk
\$ 5.00 Hourly	\$ 4.00 Hourly	\$ 5.00 Hourly	\$ 5.00 Hourly

SUMMER: Full Time Part Time Hourly
\$130.00 \$ 94.00 \$ 6.00

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

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09-360

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Recommendation to approve the End of Probationary raise for Brenda Newell with the Department of Job and Family Services; effective date March 10, 2009.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 09-361

IN THE MATTER OF ADOPTING NEW RATES AT THE DELAWARE COUNTY SOLID WASTE TRANSFER FACILITY:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to adopt the following:

WHEREAS the Board of County Commissioners of Delaware County owns a solid waste transfer state for the purposes of providing solid waste transfer services to the citizens of Delaware County, and

Whereas Delaware County is a member of the Delaware, Know, Morrow and Marion (DKMM) Solid Waste District, (the District) and

Whereas the District establishes fees for waste generated in the Solid Waste District, and

WHEREAS, the County contracts with Central Ohio Contractors, Inc. for the operation of the Solid Waste Transfer Station and disposal of municipal solid waste and construction/demolition debris and,

WHEREAS the transfer station contractor is required to collect all state, District, and landfill fees (AKA "pass through" fees) for all municipal solid and construction and demolition waste delivered to the transfer station, and

WHEREAS the service agreement with Central Ohio Contractors allows for rate increases to the "pass through fees" as they are increased by the respective controlling agency, and

WHEREAS the DKMM increased their fees on municipal solid waste from \$ 5.50 to \$6.00 per ton, effective January 1, 2009.

NOW THEREFORE BE IT RESOLVED, that the Delaware County Board of County Commissioners does hereby adopt the following disposal rates at the Delaware County Solid Waste Transfer Station effective January 1, 2009 and June 1, 2009.

DELAWARE COUNTY SOLID WASTE TRANSFER STATION RATE

Item	January 1, 2009 Rate	June 1, 2009 Rate

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Commercial and Non Commercial Users			
	Municipal Solid Waste	\$46.23	\$47.16
	Construction and Demolition Debris	\$35.81	\$36.84
Minimum Charge - Non Commercial:			
	Municipal Solid Waste	\$15.74	\$16.05
	Construction and Demolition Debris	\$11.95	\$12.30
Miscellaneous Charges:			
	Car & Pickup Tire	\$6.00	\$6.50
	Semi-Truck Tire	\$11.50	\$12.00
	Tractor Tire	\$28.00	\$28.50
	Hot Water Heater	\$0.00	\$0.00
	Large Appliance	\$0.00	\$0.00

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Nay

RESOLUTION NO. 09-362

IN THE MATTER OF AWARD AND REJECTING THE VARIOUS BID ITEMS FOR DCRSD 09-1: BIOSOLIDS HAULING AND DISPOSAL FOR THE DELAWARE COUNTY REGIONAL SEWER DISTRICT:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to adopt the following:

Whereas the Delaware County Regional Sewer District received bids for *DCRSD 09-1: Biosolids Hauling and Disposal* on February 4, 2009, and

Whereas the County, thru the public competitive bidding process solicited pricing on Bid Items 1 thru 12 which encompassed services for both liquid and cake biosolids hauling and disposal, and

Whereas the County staff has reviewed the received bids against the bid documents and evaluation criteria, and

Whereas the staff has determined the lowest and best bid for the various bid items, and

Whereas staff recommends awarding the following Bid Items to Burch Hydro, Inc. of Fredericktown, Ohio:

ITEM NO.	ITEM DESCRIPTION	UNITS HAULED	BURCH HYDRO (\$/UNIT HAULED)
1	LIQUID BIOSOLIDS LAND APPLICATION ACWRF/LS/NS/OECC/SR/TF	GALLONS	0.0438
2	LIQUID BIOSOLIDS BETWEEN PLANTS ACWRF/OECC	GALLONS	0.0343
3	LIQUID BIOSOLIDS BETWEEN PLANTS SR/TF TO ACWRF/OECC	GALLONS	0.0467

Whereas staff recommends rejecting all remaining Bid Items 4 thru 12 because of unresponsiveness and bidding irregularities.

Therefore be it resolved that the Board of County Commissioners award Bid Items 1 thru 3 to Burch Hydro, Inc, of Fredericktown, Ohio and reject Bid Items 4 thru 12 from all other bidders.

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Furthermore be it resolved that the Board of County Commissioners execute the Notice of Award to Burch Hydro, Inc.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 09-363

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Recommendation to hire Norman Smith as a Maintenance Tech II with the Maintenance Department; effective date April 13, 2009.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 09-364

IN THE MATTER OF APPROVING CONTRACT BETWEEN CHILD SUPPORT ENFORCEMENT AGENCY AND COURT OF COMMON PLEAS; FOR TITLE IV-D:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas, the Director of the Child Support Enforcement Agency recommends approval of the following Title IV-D contracts;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following Title IV-D contracts:

**Ohio Department of Job and Family Services
(IV-D) CONTRACT**

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Delaware County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV- D Contract with Delaware *County Court of Common Pleas* (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this W-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D) Contract Terms:

1. IV-D) Contract Period: The IV-D Contract is effective from 01/01/2009 through 12/31/2009, unless terminated earlier in accordance with the terms listed in paragraph 24 of this IV-D Contract. The W-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.

2. Unit of Service: Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: A actual hour of the Magistrates time, or an actual fractional hour of Magistrate's time spent on IV-D CSEA initiated or IV-D non-CSEA initiated cases.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. Optional Purchase of Non-CSEA Initiated Activities: In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities.

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If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

4. IV-D Contract Costs:

4A. Unit Rate: The Unit Rate for this IV-D Contract is \$130.96 per Unit of Service as determined by: •

-The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or

-The procurement process for a IV-D Contract with a private entity.

4B. Total IV-D) Contract Cost: The Total IV-D Contract Cost is \$52,383.25

5. Availability of Funds: The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will 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 IV-D Contract.

5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	<i>Amount</i>	<i>Source</i>
<i>Non-Federal Share</i>	<i>\$15, 109.39</i>	<i>Local Sources</i>
<i>FFP Reimbursement</i>	<i>\$29,329.99</i>	
<i>Total IV-D Contract Cost</i>	<i>\$44,439.38</i>	

5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

6. Performance Standards: The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."

7. Access to the Public: The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:30 A.M. and 4:30 P.M. on the following days Monday through Friday with the exception of the following days: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Little Brown Jug Day (after 12:00 P.M.), Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (after 12:00 P.M.), Christmas Day, New Year's Eve (after 12:00P.M.) and New Year's Day..

8. Amendments to and Modifications of the 1V-D Contract: The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:

- Amendments: The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor wee to the amendments, the CSEA submits the amendments to OCS on the JES 07037 (IV-D Contract Amendment), and OCS accepts the IFS 07037; or

- Modifications: The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.

9. Billing Requirements: When the Contractor is a private entity, the Contractor shall ensure that the IFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.

When the Contractor is a governmental entity, the Contractor shall ensure that the NS 07034 (Governmental Contactor Monthly Expense Report) and the IFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the IFS 07034 or IFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

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10. **Expensed Equipment:** Equipment that has been included in the unit rate on the NS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the YES 02151 (IV-D Contract Evaluation) and provide a copy of the completed NS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. 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 from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.
15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Declaration Regarding Material Assistance or Non-assistance to a Terrorist Organization:** When the Contractor is a private entity, the Contractor agrees to complete a declaration regarding material assistance or non-assistance to a terrorist organization, pursuant to section 2909.32 of the Ohio Revised Code. Additional information may be obtained from the Ohio Department of Public Safety at www.homelandsecurity.ohio.gov.
17. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
18. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
19. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
20. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
21. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
22. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
23. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and

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that employees are treated during employment without regard to theft race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

24. Termination: This IV-D Contract may be terminated:

24A. By mutual agreement at any time after the date on which the two parties reach theft decision.

24B If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.

24C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.

24D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.

24E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this W-D Contract, as determined by the Contractor. If the Contractor elects to terminate the W-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.

24E. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 24A;
- The receipt of the written notice of termination, in accordance with paragraphs 24B through 24E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 24F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-13 Contract Cost. The CSEA shall not be liable for any further claims.

Required Individual Contract Performance Standards (OAC 5101:12-10-45.2 (E))

(See JFS Form 07018 (Revised 12.2005) Section 9(B))

(OAC 5101:12-10-45.2 (E))

1. The CSEA shall provide the Court of Common Pleas with complete and accurate information, verifications, and agency findings. The CSEA shall make recommendations necessary for the Court to deliver those services required by this contract. The CSEA shall keep the Court informed of all changes and updates in the Federal, State, and local IV-D Program, as they effect the contract. The CSEA and the Court will maintain and provide all records necessary in the event of an audit, including documentation of monthly expenses associated with the contract. The CSEA shall provide the Court with information to determine W-D status and if the case is CSEA initiated or non-CSEA initiated. The CSEA will provide the Court with pertinent information in the CSEA's possession for the Court to properly rule on the case.

2. The Court of Common Pleas shall complete 90% of all actions to establish parentage and/or establish, enforce, or modify a support order within three (3) months of initial filing, 98% within six (6) months of the initial filing, and 100% within twelve months of the initial filing. The Court of Common Pleas will address medical support in conjunction with the establishment, adjustment or enforcement of child support orders. The Court of Common Pleas shall provide the CSEA with copies of any decisions or entries affecting child support in a timely manner. The Court will provide the CSEA with interpretations of all decisions and entries affecting child support and related matters as needed. The Court will insure that a IV-D application exists on all support cases and understands that a case is not IV-D, does not qualify for Federal Financial Participation (FFP) reimbursement, and cannot be billed under this contract unless a IV-D application has been submitted to the CSEA.

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3. Pursuant to OAC 5101:12-10-45.3 (A)(4)(d), the court maintains a multi-purpose, mixed docket which includes IV-D CSEA initiated, IV-D non-CSEA initiated and non - IV-D activities. This contract permits billing of IV-D CSEA initiated and IV-D non-CSEA initiated cases (see item 23) and the unit of service is defined as an actual hour or an actual fraction of an hour. Pursuant to the terms of this contract, all time spent on non-IV-D activities must be excluded from the billing process.

4. The Court of Common Pleas shall bill monthly using ODJFS forms, 7034's, 7035's and timesheets (see attached). Each Magistrate must substantiate their IV-D activities through the use of time sheets, expressed in an actual hour or an actual fraction of an hour increment. All time sheets must contain all fields as represented on the attached sample form. Each Magistrate must detail a brief description of the activity taken on each IV-D case in a concise and understandable manner. In order to receive payment, ODJFS 7034's, 7035's, with timesheets attached, must be submitted by the Court to the CSEA, no later than twenty (20) days after the last day of each month for which the time was incurred.

5. The Court of Common Pleas shall communicate openly with the CSEA in the administration of the IV-D program and will meet at least quarterly, or as necessary, to discuss performance issues, items of mutual concern, best practices and any other program issues.

6. The Court of Common Pleas shall complete service of court orders, income and property attachments, summons and other orders as required by law.

7. The Court of Common Pleas will cooperate with the CSEA in conducting periodic reviews and a formal annual evaluation of the contract as described in OAC 5101:12- 10-45.6 (B) during the third quarter of this annual agreement. Upon the conclusion of the reconciliation, an amendment shall be executed if the total amount of the contract ceiling is exceeded;

8. The Court of Common Pleas will bill the CSEA for reimbursement at 100% of the contract cost. CSEA will reimburse 66% of the unit cost through FFP funding and the remaining 34% will be paid through county general funds;

9. Statistics shall be reported as prescribed by the County Commissioners or as otherwise agreed to between the parties.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09-365

IN THE MATTER OF APPROVING THE ACCEPTANCE OF GRANT FUNDING AND AUTHORIZING THE APPROPRIATION AND EXPENDITURE OF THE MATCHING FUNDS FOR DELAWARE COUNTY EMERGENCY MEDICAL SERVICES:

It was moved by Mr. O'Brien, seconded by Mr. Hanks, to adopt the following Resolution:

WHEREAS, the Board of County Commissioners of Delaware County desire to ensure the most efficient level of care is provided to the residents and visitors of Delaware County, and

WHEREAS, monitoring the blood levels of Carbon-Monoxide is the current standard of care in the provision of treating medical emergencies, including those involving ill persons, those with airway compromise, those entrapped in a confined space and/or house fire, and those involved in incidents with elevated levels of Carbon Monoxide in the air, and monitoring the blood levels of Carbon Monoxide is also necessary in performing efficient, ongoing rehabilitation of fire, EMS and law enforcement personnel on emergency incident scenes, and

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby:

1. Approves the acceptance of grant funding from the Federal Emergency Management Agency's Assistance to Firefighters Grant, as detailed below, and
2. Approves the following appropriation and fund changes, and

Rename Fund

21311322	ASSISTANCE TO FIREFIGHTERS GRANT	
Supplemental Appropriation		
21311322-5260	Assistance to Firefighters Grant/Safety & Security	\$ 39,950.00

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21311322-4509	Assistance to Firefighters/Federal Grant	\$31,960.00
21311322-4601	Assistance to Firefighters/Interfund Transfer	\$ 7,990.00
Transfer of Appropriation		
From	To	
10011303-5345	10011303-5801	
EMS/Safety & Security	EMS/Transfers	\$ 7,990.00
Transfer of Funds		
From	To	
10011303-5801	21311322-4601	
EMS/Transfers	Assistance to Firefighters/Interfund Revenue	\$ 7,990.00

3. Approves the purchase of eleven (11) Masimo RAD-57 Carbon-Monoxide detection devices for Delaware County Emergency Medical Services, with funds made available through an Assistance to Firefighters Grant (#EMW-2008-FO-08974) provided by the Federal Emergency Management Agency, as resolved in April of 2008, (re: resolution 08-377, Delaware County Board of Commissioners). The grant awarded a total project package cost of \$39,950.00. The FEMA-AFG share (80%) is \$31,960.00, with the County's remaining share (20%) to be \$7,990.00.

FURTHER BE IT RESOLVED that the Board of County Commissioners of Delaware County approves a Purchase Order in the amount of \$39,950.00 with Masimo Corporation a sole-source provider of this product.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 09-366

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION TO THE OHIO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMS GRANT FOR THE TRAINING OF PERSONNEL AND THE PURCHASE OF EQUIPMENT USED FOR TRAINING AND EDUCATION:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

Source:	Ohio Department of Public Safety, Division of EMS
Grant Period:	July 1, 2009 to June 30, 2010
Application Deadline:	April 1, 2009

The State of Ohio has an estimated \$4,000,000.00 provided entirely from seat belt fines collected in Ohio, to fund this grant.

The purpose of this Grant is to improve EMS in Ohio by providing monetary resources to assist organizations in training, equipping, and improving availability, accessibility and quality. DCEMS is seeking this Grant to augment our training program with a Patient Care Simulator designed to facilitate real life and real time medical and trauma emergencies. The awards of the grant will be funded through a reimbursement process.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

COMMISSIONERS' COMMITTEES REPORTS

Refer to CD minutes for entire record

Commissioner O'Brien

- Attend the Regional Planning, but there was not a quorum so no votes could be taken.
- Had a meeting with Brad McMillen with Connect Ohio about Broad-Band access.

Commissioner Hanks

- asked about the progress of C.C.A.O. gas utility contract; if the campaign finance sheet is turned in it will be addressed on Thursday
- Introduced resolution 09-367

Commissioner Thompson

- no reports

RESOLUTION NO. 09-367

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the hiring of Gus Comstock as Economic

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Development Director effective April 13, 2009 for the annual salary of \$91,000.00 and report directly to the Delaware County Board of Commissioners.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Nay

PROPOSED BUDGET ADJUSTMENTS

REVENUE ENHANCEMENTS

TRANSFERS

BUDGET CUTS

Refer to CD minutes for entire record

Mr. Hanks submitted a list of 16 cost saving ideas for consideration.

Mr. O'Brien presented a resolution

RESOLUTION NO. 09-368

IN THE MATTER OF TAKING THE NECESSARY STEPS TO CORRECT THE COUNTY BUDGET.:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve the following:

Whereas, the current General Fund Budget has a budget deficit of \$8.6 million for 2009, and

Whereas, The Board of County Commissioners needs to take action to correct this budget deficit to ensure we can continue to provide the necessary and required services for our county citizens, and

Whereas, to correct the budget we must make the necessary steps of looking at revenue enhancements, budget transfers and budget reductions, and

Whereas, we must work with all county offices and departments to assist in providing input to help make reductions that have the least impact on their operations, and

Whereas, it is in the county's best interest to maintain a high bond rating.

NOW THEREFORE BE IT RESOLVED, by the Delaware County Board of County Commissioners:

1. That we consider the addressing of the reduction of the county rollback 1.8 mils by 0.8 mils for 2010.
2. That we request the County Administrator to work with each of the county offices and departments to prepare a list of 1%, 3% and 5% cuts before April 15, 2009.
3. That we authorize the County Administrator to propose a list of cuts for the Board's consideration by April 30, 2009.
4. We direct the County Administrator, with guidance and input from the various county officials to prepare written financial policies for the Board consideration to manage the county finances.

Vote on Motion Mr. Thompson Aye Mr. Hanks Aye Mr. O'Brien Aye

RESOLUTION NO. 09-369

IN THE MATTER OF ADJOURNING THE MEETING:

It was moved by Mr. O'Brien, seconded by Mr. Hanks adjourn the meeting.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

Todd Hanks

Ken O'Brien

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Tommy Thompson

Letha George, Clerk to the Commissioners