

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 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. 09-1602

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 28, 2009:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on December 28, 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. Hanks Aye Mr. O'Brien Aye

PUBLIC COMMENT

RESOLUTION NO. 09-1603

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONERS, EUGENE L HOLLINS, WILES, BOYLE, BURKHOLDER & BRINGARDNER, REQUESTING ANNEXATION OF 26.3, MORE OR LESS, ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF POWELL:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to acknowledge that on December 29, 2009, the Clerk to the Board of Commissioners received an annexation petition request to annex 26.3, more or less, acres from Liberty Township to the City of Powell.

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

RESOLUTION NO. 09 -1604

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Sheriff's Office is requesting reimbursement to Troy Gibson for a K9 Evaluation Training in Port Clinton, Ohio December 8-10, 2009 at the cost of \$150.00. (Fund Number 29131321).

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

RESOLUTION NO. 09-1605

IN THE MATTER OF APPROVING A CONTRACT EXTENSION/ADDENDUM TO THE AGREEMENT BETWEEN ACS ENTERPRISE SOLUTIONS INC. AND DELAWARE COUNTY FOR THE DELAWARE COUNTY RECORDER'S OFFICE:

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

Whereas, the Recorder recommends approval of the Contract Extension/Addendum To The Agreement With ACS Enterprise Solutions Inc.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Contract Extension/Addendum To The Agreement Between ACS Enterprise Solutions Inc.

(Copies of the exhibits are available for review at the Recorder's Office until no longer of administrative value.)

CONTRACT EXTENSION/ADDENDUM

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 30, 2009**

This Contract Extension/Addendum (hereinafter "Addendum") entered into this 30th day of December 2009 by and between ACS State & Local Solutions, Inc. (A New York Corporation), DBA ACS Government Records Management (hereinafter referred to as "the Contractor" or "ACS") with principle offices located at 7030 Fly Road, P.O. Box 4889, Syracuse, New York, 13221, and Delaware County, Ohio, by and through the Delaware County Board of County Commissioners, (hereinafter referred to as "the County") with principle offices located at 101 North Sandusky Street, Delaware, Ohio 43015 (hereinafter collectively the "Parties") extends and amends the existing Contract for Professional Services between the Parties that was executed and became effective on December 31, 2003

WHEREAS, the Contractor and County entered into a Contract for Professional Services (hereinafter referred to as "the Contract") executed on and effective as of December 31, 2003; and,

WHEREAS, on November 27, 2006, pursuant to the Contract, the County exercised their option to extend the Contract for three (3) years in a document titled "Contract Extension/Addendum" extending the Contract through December 31, 2009. (hereinafter "First Addendum")

WHEREAS, the Contract provides that the Contract may be amended and that any such amendments be in accordance with State law and that each party agree to such amendment(s) in writing; and,

NOW THEREFORE, intending to be legally bound, the Parties hereto agree to extend the Contract and amend the Contract as follows:

1. Both parties hereby agree to extend the Contract for a period of six (6) months. Said extension shall begin on January 1, 2010 and expire on June 30, 2010. All other provisions of the current Contract and First Addendum remain unchanged.

ATTACHMENTS: All Attachments to this Addendum (Attachments "A" through "E") are by this reference hereby incorporated into and made part of the Contract, First Addendum, and this Addendum."

ENTIRE AGREEMENT: The Contract, First Addendum, and this Addendum, constitute the entire agreement and supersedes all prior representations, proposals, contracts, discussions and communications, whether oral or in writing (unless otherwise specifically incorporated into a particular attachment.). This Addendum may be modified only in writing in accordance with State of Ohio laws and as mutually agreed upon by the Parties and shall be enforceable in accordance with its terms when signed by both parties hereto.

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

RESOLUTION NO. 09-1606

IN THE MATTER OF APPROVING AN AMENDMENT TO THE PROJECT AGREEMENT FOR THE CLEAN OHIO TRAILS FUND GRANT AGREEMENT:

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

Whereas, the Clean Ohio Trails Grant project is in need of a time extension, and

Whereas, an amendment to extend the completion date is available for approval;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following amendment to extended the completion date.

AMENDMENT TO PROJECT AGREEMENT

This amendment to Clean Ohio Trails Fund Grant Agreement No. COTF-077 is hereby made and agreed upon by the state of Ohio, acting through the Ohio Department Of Natural Resources, and by the Delaware County Commissioners.

The state and the Delaware County Commissioners in mutual consideration of the promises made herein and in the agreement, of which this is an amendment, do promise as follows:

The project completion date is extended to extended to June 30, 2010.

In all other respects the agreement of which this is an amendment, and either the plans and specifications or appraisals relevant thereto, shall remain in full force and effect.

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

RESOLUTION NO. 09-1607

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 30, 2009**

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Whereas, the Director of EMS recommends to demote Kevin Headings from a Lieutenant to a Paramedic within the EMS Department;

Now Therefore Be it Resolved that the Board of County Commissioners approve a demotion from Lieutenant to Paramedic for Kevin Headings within the EMS Department (effective December 30, 2009).

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

RESOLUTION NO. 09-1608

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AS FISCAL AND ADMINISTRATIVE AGENT FOR DELAWARE COUNTY FAMILY AND CHILDREN FIRST COUNCIL AND THE DELAWARE GENERAL HEALTH DISTRICT FOR SFY 2010 (Part C, Part C Stimulus and GRF Funds)

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

This Agreement is entered into this 1st day of July, 2009 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 General Health District (hereinafter, "DGHD") whose address is 1 West Winter Street, Delaware, Ohio 43015 (hereinafter collectively, the "Parties").

PRELIMINARY STATEMENTS

WHEREAS, Delaware County Family and Children First Council (hereinafter "FCFC") is responsible for the Help Me Grow Program in Delaware County, Ohio; and,

WHEREAS, the Help Me Grow program serves children ages 0-3 and families that meet certain eligibility standards required to receive Help Me Grow Services in Delaware County, Ohio ("Eligible Children and Families").

WHEREAS, FCFC, has accepted state and federal funds for state fiscal year 2010 ("SFY 2010") for the Help Me Grow program and needs to provide services or contract out for services for the Help Me Grow program; and,

WHEREAS, the DGHD is willing to provide such services or contract out for services; and,

WHEREAS, the DGHD is willing to provide those services at an agreed-upon price.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

1. Purpose:

The purpose of this Agreement is to state the covenants and conditions under which the DGHD shall provide programmatic services and staff for the Help Me Grow program in Delaware County, Ohio. Such services are detailed in the Help Me Grow Program Plan ("Plan"), which DCDJFS and DGHD hereby acknowledge they have received and which by this reference is hereby incorporated into and made a part of this Agreement.

2. Term:

This Agreement shall be effective July 1, 2009, through June 30, 2010.

3. Services to be Provided:

DGHD, in accordance with and pursuant to the Plan, shall provide programmatic services and staff for the Help Me Grow program. Programmatic services shall be provided to Eligible Children and Families and as outlined in Attachment A.

4. Reimbursement for Services:

The DCDJFS shall reimburse the DGHD for all Help Me Grow Services, as described above, actually provided to administer such services. Included in the funding for the said Help Me Grow Services and staff are costs for

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 30, 2009**

travel, supplies, and phones.

To receive such reimbursement, DGHD shall submit to DCDJFS proper monthly invoices for services actually performed. The DGHD shall provide to DCDJFS and such monthly invoices shall include documentation satisfactory to DCDJFS of services actually performed. Such reimbursement shall be paid by DCDJFS to DGHD within 30 days of receipt by DCDJFS of such proper monthly invoices and accompanying documentation.

5. Maximum Reimbursement:

DGHD agrees to accept as full payment for services rendered in a manner satisfactory to the DCDJFS, the lesser of the following: (1) The maximum amount of Five Hundred Forty-Two Thousand Five Hundred Forty-Four Dollars (\$542,544.00) or (2) the amount of actual expenditures made by DGHD for purposes of carrying out the services and providing the staff as stated herein. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of Five Hundred Forty-Two Thousand Five Hundred Forty-Four Dollars (\$542,544.00) with maximums being funded as follows:

PART C	\$97,499.00
PART C Stimulus	\$73,866.00
GRF	\$371,179.00

6. Duplicative Billing/Overpayment:

The DGHD warrants that claims made to DCDJFS for payment, shall be for actual services rendered to Eligible Children and Families and do not duplicate claims made by the DGHD to other sources of funding for the same services. In case of overpayments, the DGHD agrees to repay the DCDJFS the amount of overpayment and that to which it is entitled.

7. Information Exchange Requirements:

The DGHD shall provide the DCDJFS with all information necessary to support the administrative requirements of Delaware County's state and federal Help Me Grow Program. As specified in the Plan, the DCDJFS shall provide the DGHD necessary information regarding Eligible Children and Families participating in the Help Me Grow program.

8. Access to and Retention of Records:

At any time, during regular business hours, with reasonable notice and as often as the DCDJFS, the Comptroller General of the United States, the State, or other agency or individual authorized by the DCDJFS may deem necessary, the DGHD shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Agreement. The DCDJFS and the above named parties shall be permitted by the DGHD to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Agreement.

The DGHD, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Agreement, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Agreement. If an audit, litigation, or other action is initiated during the time period of this Agreement, the DGHD shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

Prior to the destruction of any records related to performance of this Agreement, regardless of who holds such records, the DGHD shall contact the DCDJFS in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

9. Monitoring and Evaluation:

The Parties will monitor the manner in which the terms of this Agreement are being fulfilled, services delivered and evaluate the extent to which the program/services are being achieved.

10. Publicity:

In any publicity release or other public reference, including media release, information pamphlets, etc. on the programs/services provided pursuant to this Agreement, it shall be clearly stated that the project is funded by ODJFS through the Board and the DCDJFS.

11. Parties Responsible for Their Own Actions:

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 30, 2009**

The DGHD, the Board, and the DCDJFS, as governmental entities/political subdivisions, lack authority to indemnify. As such, the Parties, agree to be and shall be responsible for their own actions resulting from their performance of and/or provision of services under this Agreement. Therefore, the Parties agree to be individually and solely responsible for any and all claims, lawsuits, liability, losses, damages, injuries (including death), and/or related expenses that each may incur as a result of their own actions in the performance of and/or provision of services under this Agreement.

12. Independent Contractor:

The DGHD shall act in performance of this Agreement as an Independent Contractor. As an independent contractor, the DGHD and/or its officers, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Board, DCDJFS, FCFC, and Delaware County.

13. Independent Financial Records:

The DGHD shall maintain independent books, records, payroll, documents, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Such records shall at all reasonable times be subject to inspection, review, and/or audit by duly authorized federal, state, local, or DCDJFS personnel.

14. Responsibility for Independent Audit:

The DGHD agrees, if required by the director of DCDJFS, to have conducted an independent audit of expenditures and records of service delivery associated with this Agreement. The DGHD is responsible for any and all costs associated with such an independent audit and shall make copies of such independent audit available to DCDJFS without cost to DCDJFS.

15. Responsibility for Audit Exceptions:

The DGHD agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority that is in any way associated with this Agreement. The DGHD agrees to reimburse the DCDJFS and the Board the amount of any such audit exception.

16. Compliance with Help Me Grow Regulations:

Throughout the term of this Agreement, the DGHD agrees to maintain compliance with all federal, state, and local laws and regulations which govern the services provided under the Help Me Grow Program.

17. Safeguarding of Client and Client Information:

The Parties agree that the use or disclosure by any Party of any information concerning Eligible Children and Families for any purpose not directly related with the administration of this Agreement is strictly prohibited except upon the written consent of the DCDJFS and the Eligible Children and Families or, if a minor, his/her responsible parent or guardian.

18. Termination for Convenience/Cause:

A. Termination for the Convenience:

The Parties may terminate this Agreement at any time and for any reason by giving at least seven (7) days advance notice, in writing, to the other Parties. The DGHD 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 Agreement, 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 Agreement 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 DGHD shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. Waiver:

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 30, 2009**

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 any Party fails to perform an obligation or obligations under this Agreement and such failure(s) is (are) waived by the other Parties, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by any Party shall be authorized in writing and signed by an authorized Party representative.

D. Loss of Funding

It is understood by the DGHD that availability of funds for this Agreement and thus this Agreement is contingent on appropriations made by the Local, State and/or Federal government. In the event that the Local, State and/or Federal reimbursement is no longer available to the DCDJFS, the DGHD understands that changes and/or termination of this Agreement 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 in writing by the DCDJFS.

19. Civil Rights:

The DGHD understands and agrees that, as a condition of this Agreement, there shall be no discrimination against any person, client, individual, and/or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation and/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 DGHD will comply with all federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Agreement. 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 Agreement.

20. Accessibility of Programs to the Disabled/Handicapped:

The DGHD agrees as a condition of this Agreement to make all services and/or programs provided pursuant to this Agreement accessible to the disabled/handicapped. The DGHD further agrees as a condition of this Agreement to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. 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 Agreement.

21. Fair Hearing:

The DCDJFS is responsible for fulfilling responsibilities relative to Help Me Grow participants appeal and state hearings in accordance with State Regulations. The DGHD and its providers, agents, etc. shall, under the direction of the DCDJFS, assist in the informational gathering and support process related to the state hearing process.

22. Drug-Free Workplace:

The DGHD certifies and affirms that, as applicable to the DCDJFS, any staff, subcontractor, and/or independent contractor, including all field staff, agree to comply with all applicable state and federal laws regarding a drug-free workplace.

23. DMA Form Statement:

The DGHD 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, the DGHD agrees make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement 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 Agreement and by this reference made a part of this Agreement.

24. Findings for Recovery: The DGHD certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

25. Notices:

All notices which may be required by this Agreement or by operation of any rule of law shall be sent via certified mail or personally delivered to the following individuals at the following addresses and shall be effective on the

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 30, 2009**

date received :

DGHD:

Frances Veverka
Health Commissioner
DGHD
1 West Winter Street
Delaware, Ohio 43015

DCDJFS:

Mona Reilly
Director
DCDJFS
140 N. Sandusky St., 2nd Floor
Delaware, Ohio 43015

26. Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

27. Severability: If any item, condition, portion, or section of this Agreement 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 Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and be complied with.

28. Entire Agreement: This Agreement, along with all of its Attachments, shall constitute the entire understanding and agreement between the Parties, 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.

29. Authority to Sign: The DGHD states and agrees that the individual(s) who, on behalf of the DGHD, have reviewed this Agreement and effectuate this Agreement by attaching their signatures below are officers of the DGHD and are authorized to and have authority to enter this Agreement on behalf of the DGHD and by so signing have authority to bind and does bind the DGHD to any and all terms of this Agreement.

30. Signatures: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

31. Effect of Signature: The signatures of the Parties below indicate that the signers and the entities that they represent agree to be bound by all the terms and conditions of this Agreement.

Attachment A

Help Me Grow Deliverables for the Delaware General Health District for SFY 10

- ? The Delaware County Department of Job & Family Services on behalf of the Delaware County Family & Children First Council shall reimburse the Delaware General Health District for all services required and provided, including central intake and referral services, service coordination, partial developmental evaluation, fiscal support, and administrative and clinical supervision.
- ? Included in the funding for the said services and staff is costs for travel, supplies, conference fees, interpreters, copies, equipment, internet and phones, to be paid within 30 days of receipt of monthly itemized invoices, for a total not to exceed \$542,544.00. Invoices will be due to the Delaware County Dept. of Job & Family Services by the 10th of every month.
- ? The District shall provide the Council with documentation of services performed to include:
 - ✍ Provision of a Central Intake and Referral Site for Help Me Grow and the number of referrals received monthly.
 - ✍ Home Visiting/Service Coordination services for the ODH target number of 29 "At Risk" Children, and 215 "Part C" Children, which includes 750 home visits per year.
 - ✍ Provision of 4 hours of Clinical Supervision per month for the Service Coordinators. .
 - ✍ Completion of Compliance Reports and other reports as required by the Ohio Dept. of Health.
 - ✍ Attendance of the Project Director to all required Ohio Dept. of Health Help Me Grow meetings and conferences.
 - ✍ Completion of the Help Me Grow Grant Narrative and Budget for SFY10.
 - ✍ Completion of the Help Me Grow Program Report to present at FCFC.

Part C Help Me Grow Deliverables for the Delaware General Health District for SFY10

- ? The Delaware County Department of Job & Family Services on behalf of the Delaware County Family & Children First Council shall reimburse the Delaware General Health District for all services required and provided, including partial costs for service coordination and partial costs for developmental

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 30, 2009**

evaluations. Included in the funding for the said services and staff are costs for developmental evaluation supplies; to be paid within 30 days of receipt of monthly itemized invoices, for a total not to exceed \$171,365.00 (\$97,499 Part C and \$73,866 Part C Stimulus). Invoices will be due to the Delaware County Dept. of Job & Family Services by the 10th of every month.

- ? The District shall provide the Council with documentation of services performed to include:
- ✍ At least 75 developmental evaluations for the Council with documentation of services. The District will provide services in accordance with the HMG Developmental Evaluation Policy as stated in, within forty-five (45) calendar days of the initial referral for suspected delay and with parent consent.
 - ✍ Itemized costs for developmental evaluation supplies.

GRF Help Me Grow Deliverables for the Delaware General Health District for SFY10

- ? The Delaware County Department of Job & Family Services on behalf of the Delaware County Family & Children First Council shall reimburse the Delaware General Health District for all services required and provided, including costs for home visiting and service coordination. Included in the funding for the said services and staff, are costs for travel, supplies, conference fees, copies, internet and phones, to be paid within 30 days of receipt of monthly itemized invoices, for a total not to exceed \$371,179.00. Invoices will be due to the Delaware County Dept. of Job & Family Services by the 10th of every month.
- ? The District shall provide the Council with documentation of services performed to include:
- ✍ Service Coordination services for the ODH target number of 215 "Part C" Children.
 - ✍ Service Coordination and Home Visiting services for the ODH target number of 29 "At Risk" Children.

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

RESOLUTION NO. 09-1609

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE DELAWARE COUNTY TRANSIT BOARD FOR PURCHASE OF TRANSPORTATION SERVICES :

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

This Contract is entered into this 1st day of September, 2009 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, 2009, or upon the date the last party signs the Contract, through August 31, 2010 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.
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:
- o Mileage Rate: \$ 2.14 per loaded mile
 - o Minimum Per Trip: \$11.00

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 30, 2009**

- o Fuel Service Charge¹: \$ 0.05 per loaded mile

Additional Service Charges

- ? No Show/Dead Run²: \$11.00 per trip request
- ? Additional Door to Door Transportation: \$ 7.00 per trip
- ? Other Necessary Passenger Assistance: \$ 7.00 trip
- ? Additional Rider Charge: \$ 5.00 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: \$7.00 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.
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.

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.

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 30, 2009**

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.
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,

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 30, 2009**

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, 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:

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 30, 2009**

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.
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:

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 30, 2009**

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 Transportation Board 4981 County Home Road Delaware, Ohio 43015	Delaware County Department of Job and Family Services 140 N. Sandusky Street 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. Hanks Aye Mr. O'Brien Aye Mr. Thompson Aye

RESOLUTION NO. 09-1610

IN THE MATTER OF MAKING THE FOLLOWING AMENDMENTS TO THE 2010 APPROPRIATIONS

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

Whereas, in reviewing the org key and account titles in the 2010 appropriations there were some accounts that did not match the intended category, and

Whereas, in order to have the correct org keys and account titles the Board will need to amend the 2010 appropriations

Now Therefore Be it Resolved that the Board of County Commissioners approve the following amendments to the 2010 appropriations:

From

To

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 30, 2009**

10040401 Road Improvements	10040421 Road Improvements
29240402 Motor & Gas Administration	29240001 Motor & Gas Administration
51511132 Bond Retirement/Sheets Ditch - Equipment	51511132 Bond Retirement/Sheets Ditch - Debt Service
21581306 FY 08 Regional SHSGP-Srvs & Chrgs	21581306 FY 08 Regional SHSGP-Mat & Sup
40311409 Drainage Improvement - Transfer	40311409 Drainage Improvement - Srvs & Chrgs
	29440409 M & G ARRA Old 3C Bridge
Vote on Motion	Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 09-1611**IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS:**

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

Transfer of Appropriation

From	To	
10011103-5325 Records Center/Maintenance Contracts	10011103-5101 Records Center/Insurance	\$ 680.00
27426313-5001 Crime Victims Grant/Compensation	27426313-5101 Crime Victims Grant/Insurance	\$ 12.00
22411606-5131 JFS Social Services/Medicare	22411606-5001 JFS Social Services/Compensation	\$ 143.00

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
-None

Commissioner Hanks
- Report Back On 0% Pay Raises
-Letter On ORC Payment For Rabies May Come From County
-Gazette Port Authority Article

Commissioner Thompson
-DKMM Had First Meeting On Screening For New Director

RESOLUTION NO. 09-1612

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF
APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR
COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to adjourn into Executive Session at 9:50AM.

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

RESOLUTION NO. 09-1613

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 30, 2009

It was moved by Mr. Hanks, seconded by Mr. O'Brien to adjourn out of Executive Session at 10:25AM.

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

RESOLUTION NO. 09-1614

IN THE MATTER OF ADJOURNING THE MEETING:

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

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

Todd Hanks

Ken O'Brien

Tommy Thompson

Letha George, Clerk to the Commissioners