

MONDAY, JUNE 20, 2016

THE BOARD OF DARKE COUNTY COMMISSIONERS MET IN REGULAR SESSION AT 1:30 P.M. WITH MEMBERS PRESENT: Commissioner Chairman Michael E. Stegall, Vice Chair Diane L. Delaplane and Member Michael W. Rhoades; Robin Blinn, Administrative Clerk/Secretary; Patty Harter, Asst. Clerk/Secretary; Susan Hartley w/Earlybird; Erik Martin w/Daily Advocate; Alex Mikos w/TIGER; and Darke Co. Citizen Leon Rogers.

Minutes of Wednesday, June 15, 2016: Mrs. Delaplane moved to approve the minutes as read; motion seconded by Mr. Rhoades and all voted YEA.

IN THE MATTER OF RESOLUTION (R-153-2016) EXAMINATION AND ALLOWANCE OF BILLS

County Bills Approved

It was moved by Mr. Rhoades and seconded by Mrs. Delaplane that the following resolution be adopted

The attached vouchers dated June 15 & 20, 2016 for County Bills, including any

"Then & Now" Certificates, in the amount of the General Fund \$ 139.89 + \$ 10,880.14;

Outside General Funds \$ 142,014.03; for a Grand Total of \$ 153,034.06;

are hereby approved for payment.

Michael Stegall

Diane L. Delaplane

Michael W. Rhoades
Board of Darke County Commissioners

IN THE MATTER OF RESOLUTION (R-154-2016) DECLARING EQUIPMENT AS JUNK (DARKE CO. COMMISSIONERS)

WHEREAS, the Darke County Planning/Zoning Office has a copier that is broken and not useable; the Clerk of the Commission Board is asking the Commission Board to "Declare Equipment as Junk" so it can be disposed of properly; and

1 SHARP AR-407 Copier/Printer/Scanner COUNTY TAG NUMBER: #8313 Donate to Goodwill

WHEREAS, there is an copier available from the Darke County Health Dept. that would suffice for the Darke County Planning/Zoning Office; and

WHEREAS, this Board of Darke County Commissioners do hereby resolve;

AND DECLARE, this item as "junk", and not useable by the Darke County Planning/Zoning Dept; and

Mrs. Delaplane moved the passage of this resolution; seconded by Mr. Rhoades; and all voted YEA.

Michael E. Stegall
Michael E. Stegall

Diane L. Delaplane
Diane L. Delaplane

Michael W. Rhoades
Michael W. Rhoades,
DARKE COUNTY BOARD
OF COMMISSIONERS

Robin Blinn
Robin Blinn,
Administrative Clerk/Secretary

IN THE MATTER OF RESOLUTION (R-59A-2015) AMENDING RESOLUTION (R-59-2015) TO APPOINT A "NEW" ALTERNATE REPRESENTATIVE FOR THE DISTRICT II (ISSUE II)

WHEREAS, per ORC Section 164.04 provides for the appointment of members to the Ohio Public Works Committee District Integrating Committees (District 11); and

WHEREAS, the Board of Darke County Commissioners, by Resolution, are needing to APPOINT A "NEW" ALTERNATE to the "District II (Issue II); and

WHEREAS, WE, the Board of Darke County Commissioners are APPOINTING Curtis Yount, to fill the unexpired term of Ed Huff, as our new Alternate District II (Issue II) Representative; AND WE THEREFORE

RESOLVE, to appoint Curtis Yount as the new Alternate District II (Issue II) Representative through May 31, 2018, being a 3-year term; and

Mr. Rhoades moved the passage of the resolution, seconded by Mrs. Delaplane and all voted yea.

Robin R. Blinn
Robin R. Blinn
Administrative Clerk/Secy.

Michael E. Stegall YEA
Michael E. Stegall

Diane L. Delaplane YEA
Diane L. Delaplane

Michael W. Rhoades YEA
Michael W. Rhoades,
DARKE COUNTY BOARD
OF COMMISSIONERS

IN THE MATTER OF RESOLUTION (R-155-2016) HEREBY AUTHORIZING THE AMENDED IV-D SERVICE CONTRACT EXPENDITURES TO THE DARKE COUNTY JUVENILE COURT FOR CLERKING SERVICES - EFFECTIVE JULY 1, 2016 THRU JUNE 30, 2017

Mrs. Delaplane moved to approve the following Resolution and Service Contract and signing of the same; motion seconded by Mr. Rhoades and all voted YEA.

Resolution

BE IT RESOLVED that the Darke County Board of Commissioners HEREBY authorizes the amended IV-D Service Contract expenditures to the Darke County Juvenile Court for clerking services which became effective July 1, 2016 through June 30, 2017 and certifies that funds are available within the Child Support Enforcement funding to cover the cost of this contract.

Approved:

Michael E. Stegall

Diane L. Delaplane

Michael W. Rhoades
Darke County Commissioners

Contract

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 IV-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 July 1, 2016 through June 30, 2017, unless terminated earlier in accordance with the terms listed in paragraph 24 of this IV-D Contract. The IV-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.

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. 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.

Initials of Authorized CSEA Representative <i>Gracie Overholser</i>	Initials of Authorized Court Representative <i>Judge</i>
--	---

4. **IV-D Contract Costs:**

- 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$10.32 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 \$31,104.31

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:

	Amount	Source
Non-Federal Share	\$10575.47	Local Sources
FFP Reimbursement	\$20528.84	
Total IV-D Contract Cost	\$31104.31	

(SECTION 2; SECTION 5B THRU 24F CAN BE SEEN IN FULL IN THE COUNTY DEPT. FILE FOR JOB & FAMILY SERVICES AND/OR 2016 CONTRACT FILES)

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-D Contract Cost. The CSEA shall not be liable for any further claims.

IV-D Contract Signatures:

Signature of CSEA's Representative <i>Gracie Overholser</i>	Printed Name of CSEA's Representative Gracie Overholser
Date of Signature	
Signature of Contractor's Representative <i>Judge Jason Asinger</i>	Printed Name of Contractor's Representative Judge Jason Asinger
Date of Signature	Printed Street Address of Contractor 300 Garst Avenue
Printed Title of Contractor's Representative Judge	Printed City, State, and Zip Code of Contractor Greenville, OH 45331
Signature of County Commissioner or Representative <i>Michael Elbert</i>	Date of Signature 6/20/16
Signature of County Commissioner or Representative <i>Deane L. Delaplane</i>	Date of Signature 6-20-2016
Signature of County Commissioner or Representative <i>Michael Rhoades</i>	Date of Signature 6-20-16
Signature of Prosecutor, if required by County Commissioners	Date of Signature

IN THE MATTER OF RESPITE CARE AGREEMENT FISCAL YEAR 2016 ADDENDUM

Mr. Rhoades moved to approve the signing of the following "Addendum"; motion seconded by Mrs. Delaplane and all voted YEA.

Item number 2 of this Agreement, effective from July 1, 2015 through June 30, 2016, is hereby amended as follows.

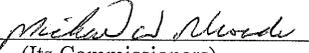
2. Purchaser shall buy a maximum of One Thousand Four Hundred Sixty (1,965) bed days which are devoted to respite care and shall pay the Board only for those beds actually occupied by residents.

All other provisions and requirements of this Contract remain unchanged.

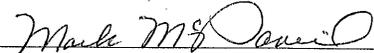
IN WITNESS WHEREOF, the Board and Purchaser have caused this Amendment to be executed by their duly authorized respective representatives, as of the day and year first above written.

ADDENDUM (CONT.)

BOARD OF COMMISSIONERS OF
DARKE COUNTY, OHIO

By 
and By 
and By 
(Its Commissioners)

TRI-COUNTY BOARD OF RECOVERY
AND MENTAL HEALTH SERVICES

By 
(Its Executive Director)

**IN THE MATTER OF RESPITE CARE AGREEMENT BETWEEN THE BOARD OF DARKE COUNTY COMMISSIONERS
AND TRI-COUNTY BOARD OF RECOVERY AND MENTAL HEALTH SERVICES**

Mrs. Delaplane moved to approve the signing of the following Agreement; motion seconded by Mr. Rhoades and all voted YEA.

Whereas, the Board owns and operates the Darke County Home for the Aged and Disabled (hereinafter "Facility"), which facility is located at 5105 County Home Road, Greenville, Ohio; and

Whereas, the Facility is capable of providing "respite care" for mentally ill residents, as respite care is herein defined; and

Whereas, Purchaser wishes to buy from the Board respite care services of Facility;

THEREFORE, the Board and the Purchaser mutually agree as follows:

1. In consideration of the Facility's providing respite care for mentally ill residents of the Purchaser, the Purchaser shall pay the Board a daily rate of \$ 51.00 per bed.
2. Purchaser shall buy a maximum of One Thousand Four Hundred Sixty (1,460) bed days which are devoted to respite care and shall pay the Board only for those beds actually occupied by residents.

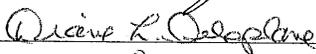
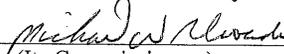
The Board shall hold open a bed for the intended return of a patient who is temporarily absent from the facility pursuant to recommendations of the patient's caregivers; and such bed will remain open for a maximum of five (5) days from the date the patient's absence begins, for which open period Purchaser shall pay Board at the daily rate contained herein.
3. Purchaser does not, and shall not be deemed to, guarantee to the Board that any respite care resident will reside at the Facility for any minimum number of days.
4. Purchaser may terminate the purchase of respite care services for any resident at any time upon providing prior written notice of such termination to the Facility.
5. The Board may terminate respite care for any resident at any time upon providing prior written notice of such termination to the purchaser and resident.
6. Either party to this agreement may terminate the agreement by providing a written sixty (60) day notice of termination to the other party.
7. All compensation owed to the Board under this agreement shall be paid by the Purchaser within 3 weeks after the Purchaser receives the Facility's monthly invoice for such compensation.
8. The Purchaser shall pay for respite care services rendered to each resident commencing the day that resident arrives at the Facility, and ceasing the day such resident leaves the Facility.
9. This agreement is for a term of one (1) year, commencing the day and year first above written.

RESPIRE AGREEMENT (CONT.)

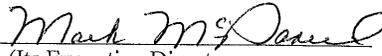
10. The facility shall provide "respite care" which is defined as 24-hour-per-day, seven-day-a-week residential supervision of adults with severe mental illness. Respite care aims at (a) stabilizing residents in situations where diversion from a more restrictive placement (i.e. hospitalization) is appropriate, and (b) the facilitation of daily living skills when reintegration into the community is needed. The Facility shall perform certain duties, including but not limited to, monitoring resident's medication, nutrition, facilitating residents to attend scheduled Facility activities, transporting residents to and from appointments when needed, and following a personal care plan for each resident. All of the Facility's staff will receive respite care training in accordance with the Mental Health Recovery Model.
11. Pursuant to an independent contract between Purchaser and the Darke County Mental Health Clinic (hereinafter "Clinic"), the Clinic will provide "wrap around" services to the residents occupying Purchaser's purchased beds at the Facility. Such services include but are not limited to case management, psychiatrists' services, psychiatric nursing services, care plan development and crisis care.

IN WITNESS WHEREOF, the Board and Purchaser have caused this Agreement to be executed by their duly authorized respective representatives, as of the day and year first above written.

BOARD OF COMMISSIONERS OF
DARKE COUNTY, OHIO

By 
and By 
and By 
(Its Commissioners)

TRI-COUNTY BOARD OF RECOVERY
AND MENTAL HEALTH SERVICES

By 
(Its Executive Director)

IN THE MATTER OF RESOLUTION (R-156-2016) REVENUE & APPROPRIATION INCREASES (DARKE Co. BOARD OF DEVELOPMENTAL DISABILITIES)

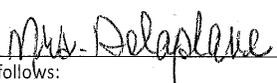
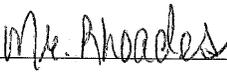
WHEREAS, the DC BDD is requesting that the following "Revenue/Appropriation Increases" be changed; and

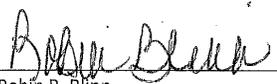
WE DO HEREBY RESOLVE, the following 'increases' be changed as follows:

Unknown revenue in January 2016

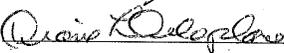
Est. Revenue Increase	\$ 5,000.00	Rental Housing Asst.	#148-4240.432090
Total Revenue Increase...	\$ 5,000.00		

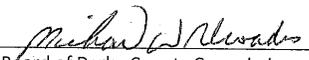
Approp. Increase.....	\$ 5,000.00	Rental Housing Asst.	#148-4240.537072
Total Approp. Increase...	\$ 5,000.00		

 moved; and  seconded the resolution and all voted as follows:


Robin R. Blinn
Administrative Clerk/Secy.

 (YEA)

 (YEA)

 (YEA)
Board of Darke County Commissioners

IN THE MATTER OF RESOLUTION (R-157-2016) TRANSFER OF APPROPRIATIONS

WHEREAS, pursuant to R. C. 5705.38-40 and OAG Opinion #94-007; and

WHEREAS, Commissioners are requesting that appropriations, etc. be changed as follows, we therefore

RESOLVE, the following funds be changed as follows,

Appropriation line transfer use only:

FROM:

TO:

DC Commissioners/Sheriff: need to cover May housing of inmates at Mercer Co.

\$ 4,590.00	Other Operating	#001-1509.538130	Intergovernmental	#001-6010.538040
-------------	-----------------	------------------	-------------------	------------------

Mr. Rhoades moved; and Mrs. Delaplane seconded the resolution and all voted as follows:

Michael W. Blinn **YEA**

Debra K. Delaplane **YEA**

Michael W. Rhoades **YEA**
Board of Darke County Commissioners

Robin R. Blinn
Robin R. Blinn
Administrative Clerk/Secretary

IN THE MATTER OF AUTHORIZATION OF MEETING EXPENSES (MUNICIPAL COURT & SHERIFF)

Mrs. Delaplane moved to approve the following requests; motion seconded by Mr. Rhoades and all voted YEA.

#001-2600.532000 (MANDATORY)

Attending: 2016 AMCJO Summer Conf./July 11-13, 2016/Aurora, OH/Judge Julie L. Monnin

Transportation: \$208.00/Lodging: \$405.00/Meals: \$105.00/Registration: \$350.00/Estimated total for meeting: \$1,068.00

#001-6010.532000 (RECOMMENDED)

Attending: Forensic Experiential Trauma Interview-Sexual Assault Response/June 19-21, 2016/Columbus, OH/Det. Rachael Kuzmicki

Meals: \$105.00/Estimated total for meeting: \$105.00

IN THE MATTER OF PAY INS

Pay In#086140	Received of Commissioners	Co.-Charges for Vehicle Maint. Serv. (MRTC, Juv. Cr. & DCSO)	\$4,338.41
Pay In#086141	Received of Commissioners	Co.-JFS (indirect costs) Jan. thru March 2016	\$14,675.75
Pay In#086147	Received of Solid Waste	Tipping Fees-Best Way for May '16	\$1,037.12
Pay In#086148	Received of Solid Waste	Tipping Fees-Republic Service for May '16	\$463.20
Pay In#086179	Received of Commissioners	Co.-Miami Co. rent for June '16	\$300.00
Pay In#086181	Received of Commissioners	Co.Airport-June hangar rent (P.Ryan hangar E & B4)	\$245.00
Pay In#086182	Received of Commissioners	Co.-Charges for Vehicle Maint.- Repair (City of Greenville)	\$1,629.31
Pay In#086183	Received of Commissioners	Co. Airport-Fuel - Purvis Bros. wire - 6/17/16	\$2,695.98
Pay In#086184	Received of Commissioners	Co.-JFS (indirect costs) April thru June '16	\$14,675.75
Pay In#086198	Received of Commissioners	Co. Airport-Hangar rent (M. Then)	\$90.00

IN THE MATTER OF PUBLIC ATTENDEES COMMENTS/QUESTIONS

**None

MR. RHOADES MOVED TO ADJOURN; SECONDED BY MRS. DELAPLANE AND ALL VOTED YEA. THE MEETING WAS ADJOURNED AT 1:43 P.M.

MICHAEL E. STEGALL

ROBIN R. BLINN, ADMINISTRATIVE CLERK/SECY.

DIANE L. DELAPLANE

PATRICIA S. HARTER, ASSISTANT CLERK/SECY.

MICHAEL W. RHOADES,
BOARD OF DARKE CO. COMMISSIONERS.

IN THE MATTER OF FURTHER DISCUSSION BY THE BOARD

**All Commissioners, Co. Auditor & Co. Treasurer met with two (2) employees of Julian Grube, for the Counties 2015 Post Audit.

**Contractor Bruce Strobel stopped by to meet with Commissioners and Curtis Yount regarding a property issue in Greenville Twp.