

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 22, 2008

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

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

10:00 AM Hearing, Pursuant To R.C. 6131.44, On The Contract With Page Excavating For The Improvements To The Basinger Ditch

PUBLIC COMMENT

1. Mr. Charles Smith came to ask the Commissioners for a new case worker at Job and Family Services He has not seen any progress with his case since his last visit to the Commissioners.

2. Commissioner Evans represented the Commissioners at the Central Ohio Senior Citizens Ceremony this week.

RESOLUTION NO. 08-593

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 19, 2008 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the resolutions and records of the proceedings from regular meeting held May 19, 2008 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 08-594

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0521 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0521:

It was moved by Mr. Evans, seconded by Mr. Ward to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0521, memo transfers in batch numbers MTAPR0521 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO's			
Northwestern Ohio Security	Access Control Upgrades Willis	40111402-5410	\$ 11,295.00
Northwestern Ohio Security	Elevator Control Upgrades Willis	40111402-5410	\$ 9,800.00
Northwestern Ohio Security	Access Control One Stop	40111402-5410	\$ 40,975.00
Northwestern Ohio Security	Security System One Stop	40111402-5410	\$ 14,301.00
Accent Communications	Phone Systems Willis	40111402-5410	\$ 21,030.00
Increases			
BP Products North America	Fuel	10011106-5228	\$ 40,000.00
Christian Children's Home	Residential Treatment	22511607-5342	\$ 30,000.00
Noah's Ark	Child Care	22411610-5348	\$ 30,000.00
Noah's Ark	Child Care	22511607-5348	\$ 7,500.00
Del Union Ed Service Center	After School Intervention Program	22411610-5348	\$ 24,016.00
Whitney Ink	Printing	22411605-5313	\$ 5,000.00
EMT Reimbursement	Job and Family Services	22411601-5348	\$ 2,000.00
ITT FLYGT	Rebuild Pump Peach Blow	66290411-5270	\$ 7,970.00
National City Bank	Procurement Card	10011105-5200	\$ 15,000.00
Vouchers			
Lawn Greenkeeper LLC	Snow Removal	10011105-5325	\$ 38,785.00
Del Union Educational Service	After School Intervention Program	22411601-5348	\$ 9,479.64
Rosemont Center	Residential Treatment	22511607-5342	\$ 5,860.00
Noah's Ark Learning center	Day Care	22411610-5348	\$ 5,011.72
Noah's Ark Learning center	Day Care	22511607-5348	\$ 1,357.76
Kindercare 10655 Sawmill	Day Care	22411610-5348	\$ 6,786.93
City of Dublin	Reimbursement Dublin for Sewer	66290301-5319	\$ 30,245.75
Trident Group	Security	10011102-5301	\$ 7,919.63
Thrasher Dinsmore Dolan	Legal Services	10011102-5361	\$ 9,220.00
American Electric	Utility Service	10011105-5338	\$ 16,237.13
Vote on Motion	Mr. Jordan	Aye	Mr. Evans Aye Mr. Ward Aye

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RESOLUTION NO. 08-595

IN THE MATTER OF ADOPTING A RESOLUTION DECLARING A NECESSITY AND THE
INTENT OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS TO APPROPRIATE
PROPERTY:

PROPERTY OWNER: GOLF VILLAGE SELF STORAGE, LTD

PROPERTY LOCATION: 7533 WOODCUTTER DRIVE
POWELL, OH 43065

PERMANENT PARCEL NUMBER: 319-240-01-011-004

PURPOSE OF APPROPRIATION:

CONSTRUCTION OF A HIGHWAY OVERPASS OVER THE CSX RAILROAD TRACKS ON
HOME ROAD INCLUDING CONSTRUCTION, RECONSTRUCTION, INSTALLATION, REPAIR,
MAINTENANCE AND IMPROVEMENT OF HOME ROAD

IT WAS MOVED BY: MR. WARD AND SECONDED BY: MR. EVANS TO APPROVE THE FOLLOWING:

PREAMBLE

WHEREAS, the Board of Delaware County Commissioners (“Board”) deems it necessary to construct a highway overpass over the CSX railroad tracks on Home Road, including construction, reconstruction, installation, replacement, repair, maintenance and improvement of Home Road at the CSX railroad tracks in Delaware County, Ohio (“Improvement”); and,

WHEREAS, the Board has determined the necessity for such Improvement and the necessity that such Improvement be made; and,

WHEREAS, the Board has determined that additional land is necessary for such Improvement.

RESOLUTION

NOW THEREFORE, BE IT RESOLVED, by the Board of Delaware County Commissioners (the “Board”):

SECTION 1:

That it is deemed necessary and it is hereby declared to be the intention of the Board to appropriate right-of-way in fee simple (Parcels 17 WDV1 and 17 WDV2) and a sewer easement (Parcel 17 SV) on, across, above and or under certain real estate owned by Golf Village Self Storage, Ltd. described in Exhibit “A” attached hereto, and by this reference incorporated herein, for construction of a highway overpass over the CSX railroad tracks on Home Road including construction, reconstruction, installation, replacement, repair, maintenance and improvement of Home Road in Liberty Township, Delaware County, Ohio.

SECTION 2:

That the legal description of said right-of-way in fee simple (Parcels 17 WDV1 and 17 WDV2) and the sewer easement (Parcel 17 SV) are attached hereto as Exhibits “B”, “C” and “D” and by this reference incorporated herein; and,

SECTION 3:

That the Board directs the County Prosecuting Attorney to commence the appropriation proceedings on behalf of the Board; and,

SECTION 4:

This Resolution shall take effect and be in force immediately upon passage.

(COPIES OF EXHIBITS “A”, “B”, “C” and “D” ARE AVAILABLE IN THE DELAWARE COUNTY
ENGINEER’S DEPARTMENT.)

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

RESOLUTION NO. 08-596

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IN THE MATTER OF NAMING THE DELAWARE COUNTY JOB AND FAMILY SERVICE FISCAL AND ADMINISTRATIVE AGENT FOR THE DELAWARE COUNTY FAMILY & CHILDREN FIRST COUNCIL:

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

Whereas, Delaware County Job and Family Services and the other agencies of Family & Children First Executive Committee agree that the Executive Committee of the Family & Children First Council shall continue to form and direct policy and budget for the Family & Children First Council;

Whereas, the Executive Committee of the Delaware County Family & Children First Council recommends that the Delaware County Job and Family Services be named as the Fiscal and Administrative Agent for the Delaware County Family & Children First Council;

Therefore, be it resolved, that pursuant to Ohio Revised Code Section 127.37 (4), the Delaware County Department of Job and Family services is named as Fiscal and Administrative Agent for the Delaware County Family & Children First Council.

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

RESOLUTION NO. 08-597

IN THE MATTER OF APPROVING A SUB GRANT AGREEMENT WITH AREA 7 FOR WORKFORCE DEVELOPMENT AND DELAWARE COUNTY:

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

AREA 7 SUB-GRANT AGREEMENT

This agreement, entered into by and between the Area 7 Workforce Investment Board and the Area 7 Chief Elected Officials Consortium and the Workforce Policy Board and Chief Elected Officials of Sub-grantee **Delaware (7221)**, herein referred to as Sub-Grantee **Delaware**, hereby establishes a Grantee/Sub-Grantee relationship between Area 7 and this Sub-Grantee.

This agreement sets forth the terms under which the parties shall work together to provide comprehensive, business driven workforce development services within the Sub-Grantee in coordination with such services throughout Workforce Investment Area 7.

All entities receiving Employment and Training funds shall comply with the requirements and administer a program in accordance with the applicable federal regulations at 29 CFR Part 97 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments), and the additional policies and procedures contained in this document. Any violation of fiscal policies and procedures whether through monitoring or auditing activities will be resolved through procedures developed by the Area 7 Board. The principles and procedures contained herein are subject to change in order to comply with any changes in federal or state policies.

Montgomery County will be the Fiscal Agent for all of Area 7. As of July 1, 2004, counties will submit requests for funds to Montgomery County (the Fiscal Agent). The Fiscal Agent will then aggregate these requests and send one cash request to ODJFS. Upon receipt, ODJFS will send an electronic funds transfer for a single amount of money to the Fiscal Agent. The Fiscal Agent will then segregate and disburse the funds by county according to the expenditures reported by each county. Each county shall deposit its funds into a separate workforce development fund account within such county.

The Area 7 Fiscal Agent will track expenditures for each county against a ceiling set by the Area 7 Board and the consortium of elected officials. The Area will operate on a cost-reimbursement system that is compliant with 29 CFR 97.42. If a county is spending at a rate which would exceed their ceiling before the end of the fiscal year, the Fiscal Agent will notify the county and work to assist the county to remain within the ceiling set by the Area 7 Board and consortium of elected officials. At the point in which a county reaches its ceiling for the year, the Fiscal Agent will cease to disburse funds to such county. Conversely, if a county is significantly under-spending, the Fiscal Agent will contact the county and work to identify the reasons for the under-spending. The Fiscal Agent will seek to assist each county with making full and efficient use of their funds. As a result, the Area 7 Board will remain informed of spending patterns and make any necessary policy recommendations.

The Area 7 Board may allocate funding to Sub-Grantees under this agreement for any workforce development purposes, including but not limited to WIA, Rapid Response, NEG, Veterans and other funds. Any such funds less Area 7 administrative costs shall be transmitted to Sub-Grantees through the Area 7 Fiscal Agent only after the Board has sent an allocation letter stating the amount and the terms and conditions of the funding and the administrative entity of the Sub-Grantee has returned a signed copy of the letter acknowledging the amount and the terms and conditions under which the funding is accepted.

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These sub-grants are awarded with federal funding and, therefore, dependent on the continuing receipt of such funding. Should federal funds be terminated, the sub-grant shall terminate as of the date the funding expires without further obligation of the awarding entity.

This agreement becomes effective upon July 1, 2008 or the date of signature, whichever is later, and shall be in effect through June 30, 2009.

I. DUTIES OF THE AREA 7 BOARD

Under this agreement, the Area 7 Board shall be the awarding entity. The Board shall notify each Sub-Grantee of the amount of its grant by an official allocation letter which is to be signed by the local JFS Director and returned to the Area 7 Board. Any change in the grant amount shall be subject to the same procedure.

The Area 7 Board shall be responsible for:

Planning

- ◆ Prepare a strategic plan for Area 7
- ◆ Prepare a plan that is compliant with the Workforce Investment Act to do the following:
 - Assess the general workforce needs of the area
 - Gather input from Sub-Grantee Advisory Councils
 - Set broad goals and parameters for meeting performance standards
 - Provide guidelines and parameters to implement Adult and Youth programs
 - Include description of One-Stop system coordination
 - Include description of sub-area coordination and sub-grant process

Policy Development

- ◆ Develop and maintain policies for the following:
 - Incumbent Worker Training
 - Identification and selection of eligible training providers (adult and youth)
 - Individual Training Accounts
 - Negotiation of local MOUs
 - Oversight and monitoring
 - Allocation and reallocation of funds
 - Selection, designation, and certification of One-Stop operators
 - One-Stop system
 - Residency issues
 - Self-sufficiency
 - Supportive services
 - Determination of limited funds
 - Priority of services for limited funds
 - Definition of serious barriers to employment
 - Registration/eligibility determination and documentation
 - Assessment
 - Follow-up and post placement services
 - Exceptions to use of ITAs
 - Dealing with MOU impasse situations
 - RFP and contract guidelines
 - EEO procedures
- ◆ Sub-Grant Agreements
 - Develop format
 - Facilitate distribution and signing
 - Modify as necessary
 - Maintain and monitor
 - Ensure compliance
- ◆ Fiscal
 - Approve allocation formula for Sub-Grantees
 - Establish and administer policy for reallocation within Area 7
 - Receive and monitor fiscal reports
 - Prepare budget for Board operation
 - Ensure cash management principles with Fiscal Agent
 - Work with Fiscal Agent to release and account for funds, including grant closeout procedures, as required by WIA
 - Operate and carry out Area 7 functions within the budget adopted by the Area 7 Board, with agreement of the Area 7 Chief Elected Officials Consortium, and based on withholding a percentage of WIA funds from each Sub-Grantee based upon the agreement of the Area 7 Board and the Consortium

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- Work with the Fiscal Agent to assist Sub-Grantees in making efficient and effective use of funds
- Assist Sub-Grantees with resolution of audits or problems related to federal, state, or local funds
 - Area 7 Board staff shall be responsible for audit resolution in conjunction with the Area 7 Fiscal Agent and the Sub-Grantee.
 - Instances of continuing noncompliance with program, fiscal, or policy requirements may result in withholding of funds from the Sub-Grantee by agreement of the Area 7 Board and the Chief Elected Officials Consortium. Any such proposed action would be subject to redress through the dispute resolution process contained in this agreement.

Monitoring, Audits, and Audit Resolution

The Area 7 Board shall be responsible for the monitoring required by WIA.

- ◆ Review monthly activity and monitoring reports
- ◆ Provide technical assistance and best practices (coordinate with state where appropriate)
- ◆ Provide seminar opportunities for Sub-Grantees when appropriate
- ◆ Negotiate performance standards with the state
- ◆ Provide for spot-checks and oversee any necessary corrective action
- ◆ Perform audits and monitoring to ensure compliance with all applicable federal, state, local laws, and board policies
- ◆ Provide audit resolution assistance and technical assistance necessary to resolve audit findings as specified by the board
- ◆ All property and equipment purchased with federal and state funds will be obtained, maintained, and liquidated according to the applicable federal and state laws as set forth in 29 CFR 97.31 and 97.32

One Stops

- ◆ Provide guidelines for One-Stop system
- ◆ Designate One Stop systems
- ◆ Provide information, technical assistance, and best practices to assist in continuous improvement efforts
- ◆ Provide oversight to ensure certified systems are maintained and operated
- ◆ Provide MOU format and guidelines for what must be included in local MOUs

Grant Applications

- ◆ Review and act upon letters of support for federal and other grant applications on recommendation of Sub-Grantee Advisory Councils or after consultation with affected Councils
- ◆ Act as grant clearinghouse for Area 7
- ◆ Coordinate grant applications initiated by Sub-Grantees

Business Relation Functions

- ◆ Provide business relation services, including:
 - Coordination and referral of business inquiries which affect more than one Sub-Grantee
 - Network with various contacts to further best practices

Youth Council

- ◆ Develop and operate Area 7 Youth Council
- ◆ Provide guidelines and coordination for youth activities

II. DUTIES OF THE SUB-GRANTEES

Under this agreement, the Sub-Grantee will be responsible for establishing and operating comprehensive workforce development activities throughout the Sub-Grantee's area within the guidelines established by Area 7. The Sub-Grantee will carry out these duties through a partnership of chief elected officials.

Funds provided under this agreement must be expended in accordance with all applicable federal statutes, regulations, and policies, including those of the WIA, the approved Area 7 Workforce Investment Plan, the negotiated performance levels, and policies established pursuant to the Secretary's authority.

Under guidelines developed by Area 7, the Sub-Grantee shall:

Workforce Development System

- ◆ Establish and operate a WIA-compliant workforce development system, which provides services pursuant to WIA to eligible individuals and employers
- ◆ Maintain a business-driven partnership with elected officials
- ◆ Develop, submit, and monitor workforce investment plans as required by WIA and by Area 7 guidelines
- ◆ Set procedures for and administer ITAs within the guidelines established by the Area 7 Board

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- ◆ Provide information for sharing best practices within Area 7
- ◆ Provide services to employers and job seekers as required under WIA
- ◆ Provide an appeals process regarding eligibility for services or terms and conditions of services rendered as required under WIA.

Audits and Monitoring

- ◆ Provide for oversight and monitoring of local programs
- ◆ Perform monitoring to ensure compliance with all applicable federal, state, local laws, and board policies
- ◆ Cooperate with Area 7 staff to provide information and documentation necessary to resolve audit findings
- ◆ Provide information and cooperate with Area 7 monitoring activities, including reporting performance activity, as required by federal law through the statewide reporting system
 - Access to records must be granted by the Sub-Grantee to ODJFS, Area 7, DOL, or the Comptroller General of the United States for the purposes of audit, examination, excerpts, and transcriptions.
 - Records shall be retained as specified in 29 CFR 97.42 and Area 7 policy
 - Adhere to all applicable property management and equipment standards as set forth in 29 CFR 97.31 and 97.32

One-Stop Operations

- ◆ Establish One-Stop system under Area 7 Board guidelines and submit One-Stop operators to the Area 7 Board for approval
- ◆ Complete application process and maintain One-Stop certification
- ◆ Negotiate One-Stop system MOUs with local partners and submit to the Area 7 Board for approval

Service Providers

- ◆ Review applications from training providers and submit to the Area 7 Board for approval
- ◆ Identify and select providers for youth activities and send to Area 7 Board for approval

Fiscal

- ◆ Submit reports of expenditures and service delivery
- ◆ Participate in reallocation process of WIA funds within Area 7
- ◆ Fully expend all carry forward funds by December 31 unless a plan of action that includes timelines and amounts has been submitted by January 31 to the Area 7 Executive Director
- ◆ Expend no less than seventy (70) percent of the current year allocations by June 30 per Area 7 policy P7-304: Annual Expenditure Requirements
- ◆ Follow systems and procedures for receipt, expenditure, and tracking of WIA funds, as established by the Area 7 Fiscal Agent.
 - Funds shall be accounted for by program funding stream and appropriate program year. Program income shall be identified and spent only on allowable activities relating to the program under which the income was generated.
 - Procurement shall be accomplished by the Sub-Grantee in a manner consistent with federal, state, and Area 7 requirements.
- ◆ Agree to the withholding of funds from the Sub-Grantee WIA allocation for operation of Area 7 per agreement between the Area 7 Board and the Area 7 Chief Elected Officials Consortium.

Performance

Each Sub-Grantee shall meet or exceed the WIA Title I B PY 2008 common measures. Area 7 will review Sub-Grantee performance on a quarterly basis and provide technical assistance. If the Sub-Grantee fails to meet any standard for the Program Year, the Sub-Grantee will be required to submit a corrective action plan to Area 7 and work with Board staff to resolve any performance issues.

Liability

The Area 7 Board and its Chief Elected Officials Consortium shall have liability only for proper use of the administrative funds for its direct operations.

Liability follows the WIA dollars sent to each Sub-Grantee. Audit exceptions and sanctions will be passed onto the causal Sub-Grantee, to the extent individual causation is documented. Otherwise, they will be distributed to all Sub-Grantees based upon each Sub-Grantee's percentage share of the total WIA annual allocation for Area 7.

Disputes

Any dispute which cannot be resolved between the Area 7 Board and Sub-Grantee shall be submitted to the Area 7 Chief Elected Officials Consortium, which shall issue a written decision. If any party is not satisfied with the decision, either may seek the services of the Ohio Commission on Dispute Resolution.

Certifications and Assurances

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The Area 7 Board and all Sub-Grantees shall comply with the following state and federal laws: Drug Free Workplace, Federal debarment and suspension, Lobbying Activities Restrictions, Environmental Tobacco Smoke, Nondiscrimination and EEO, Clean Water Act, Ethics provisions, Conflict of Interest provisions, and Disaster Recovery Plans.

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

RESOLUTION NO. 08-598

IN THE MATTER OF APPOINTING AN AUTHORIZED AGENT FOR DELAWARE COUNTY RELATIVE TO THE PUBLIC ASSISTANCE GRANT PROGRAM FOR FEMA-EM-3286-OH:

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

WHEREAS, Department of Homeland Security has issued a declaration for public assistance for the record snowfall on March 7 – 9, 2008.

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, appoint Dave Cannon as the authorized agent for Delaware County relative to the Public Assistance Grant Program for FEMA-EM-3286-OH.

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

RESOLUTION NO. 08-599

IN THE MATTER OF APPLYING FOR AUTHORIZATION TO EMPLOY LEGAL COUNSEL TO ASSIST THE BOARD:

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

WHEREAS, the Board of Commissioners (the “Board”) desires, in conjunction with the Prosecuting Attorney of the County, to retain the legal services of Thomas & Company, L.P.A (the “Firm”), such legal services to be in the nature of legal advice, recommendations, preparation of recommended documents and proceedings, and legal opinions in connection with workers compensation matters involving the Board or Delaware County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO:

Section 1. The Board, in conjunction with the Prosecuting Attorney, hereby makes the following application to the Court of Common Pleas for authorization to employ the Firm to assist the Board in a matter of public business coming before the Board:

Now come the Delaware County, Ohio Prosecuting Attorney (the “Prosecutor”) and the Delaware County, Ohio Board of County Commissioners (the “Board”) (collectively the “Applicants”) and, pursuant to O.R.C. § 305.14(A), jointly move this Court to authorize the Board to employ the Thomas & Company, L.P.A. (the “Firm”) as legal counsel to assist the Board. Such employment would be for the purpose of assisting the Board by providing legal services related to workers compensation matters. The length of such employment would be until the Applicants jointly believe, for whatever reason, that such employment is no longer necessary. The Applicants and the Firm have agreed, in principle and subject to this Court’s approval, to a fee at the rate of \$160 per hour for attorney time, \$100 per hour for law clerk time, and \$85 per hour for paralegal time. The Applicants believe such employment is necessary because workers compensation matters are complex and/or require a particular or specialized knowledge or expertise. Therefore, the Applicants respectfully request that this Court approve and authorize the Board to employ legal counsel to assist the Board.

Section 2. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 3. This Resolution shall be in full force and effect immediately upon its passage.

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

RESOLUTION NO. 08-600

IN THE MATTER OF APPROVING A JOB DESCRIPTION FOR THE 911 COMMUNICATIONS DIRECTOR:

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

DELAWARE COUNTY
Emergency Services Department

TITLE: 911 Communications Director

JOB OBJECTIVES: individual has the responsibility of overseeing and ensuring the efficient operation of all 911 communication services to include personnel, program compliance, and budgeting. Individual reports to the 911 Board and closely with the County Administrator and the Board of County Commissioners as indicated in the 9-1-1 Consolidation Agreement.

ESSENTIAL JOB FUNCTIONS

- * Manage the County’s Emergency Communication functions in the most efficient and expeditious manner possible;
- * Consistently works to consolidate County and City emergency dispatch units into one cohesive 911 unit;
- * Assure that all systems are designed and function to meet the needs of fire, EMS and law enforcement;
- * Establishes procedures to assure that all emergency and non-emergency requests for service are processed appropriately and in accordance to laws, standards and applicable policies and procedures;
- * Consistently demonstrates ability to apply progressive management principles; plan and implement department goals and objectives;
- * Submits an annual budget to the 911 Board for review and ultimate approval by the County Administrator and Board of Commissioners;
- * Accurately projects requirements and controls expenditures within budgeting guidelines;. Verify expenditures and process purchase requisitions; approve invoices for payment in accordance with County Commissioners policy;
- * Develop, recommend, administer and enforce departmental polices and procedures;
- * Oversee personnel selection and review processes including internal promotions and makes recommendations to the 911 Board for ultimate approval by the County Administrator and Board of Commissioners;
- * Plan and recommend purchases of all departmental needs such as infrastructure improvement, radio and telephone equipment, office equipment and supplies, service contracts, etc. in accordance with Board of Commissioners purchasing policies;
- * Recommends and submits all proposed contracts, requests for transfer of funds, supplemental appropriations or non-budgeted items to the 911 Board for ultimate approval by the County Administrator and the Board of Commissioners;
- * Develop emergency plans to deal with catastrophic failures of the County’s 911 Communications Center;
- * Define and solve problems; to collect data, establish facts, and draw valid conclusions and complete reports using practical judgment and analytical skills;
- * Lead short term and long term planning processes; and
- * Any other duties as assigned.

NON-ESSENTIAL JOB FUNCTIONS:

Performs related Essential/Non-Essential functions as required.

I JOB REQUIREMENTS

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Equipment: Ability to operate a variety of machinery and office equipment such as computer, copier, typewriter, telephone, radio, pager, calculator, FAX machine, VCR, and other equipment necessary to perform duties.

Critical Skills/Expertise:

- * Maintain a comprehensive and professional knowledge of public safety; fire, and emergency medical services response protocols;
- * Possess thorough knowledge of the conceptions principles, practices and methods of organization, management, staffing and supervision;
- * Quickly and objectively evaluate program effectiveness and make necessary changes to meet County, local, state, and federal requirements;
- * Demonstrate and maintain proficiency in subject area through professional continuing education;
- * Establish and maintain positive working relationships with all response entities;
- * Supervise staff involved with communications including but not limited to assigning work, monitoring performance, training, evaluations, resolving problems, grievances, personnel situations; implement and enforce collective bargaining agreement;
- * Ability to motivate and counsel staff and clients. Appropriately handle client complaints and public inquiries;
- * Ability to define, analyze and draw valid conclusions in solving problems;
- * Ability to work independently in organizing and maintaining systems and structures;
- * Thorough and expert knowledge of related governmental policies and procedures, to include federal, state, and local rules and regulations;
- * Ability to communicate effectively, both orally and in writing;
- * Ability to work independently, under pressure, to achieve goals; to create a supportive work environment that encourages self-motivation; and
- * Capable of effectively planning independently and in collaboration with other staff units and outside agencies.

Job Standards: Bachelor's Degree preferably in Telecommunications, Management Information Systems or related field plus a minimum of five (5) years of work experience demonstrating competency in a public safety communications position. Individual must possess or shall be able to obtain within thirty (30) days a valid Ohio Motor Vehicle License. Must meet and maintain qualifications for driving on county business at all times.

II. DIFFICULTY OF WORK

Work consists of complex, varied, standardized and non-standardized tasks requiring application of numerous laws, rules, regulations, and procedures. The 911 Communications Director is required to provide technical assistance to staff personnel on programs, policies and the interrelationship of programs, the computer system and the application of this under extremely complex and difficult situations. It requires the individual to be continually aware of changes occurring which must be learned and passed on to staff. Function generally requires the resolution of involved or controversial problems and decision-making within the scope of his/her authority.

III. RESPONSIBILITY

The Individual supervises subordinates, assigning projects, checking on progress of work and evaluating results. Individual makes choices and decisions on daily activities such as staffing, scheduling appointments, establishing priorities, making agency referrals, developing contracts with businesses and agencies and forming collaborative relationships in accordance with County policy. Individual shall be responsible for departmental strategic planning. Decisions and activities of this position have a direct and significant impact on a major segment of the economy, the public, and the management of Delaware County Government. Errors in judgment, inaction, diminished proficiency in emergency services administration issues and solutions, and inattentiveness to County interests could be devastating to the public health, safety, and welfare and interests of the County. Decisions

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are made based upon laws and regulations and policies of the Board of Commissioners.

IV. PERSONAL WORK RELATIONSHIPS

The Individual has daily and frequent contact with co-workers, public officials, employees from other public and private sector organizations, and the general public. The purpose of these contacts is to guide and direct, review and assure progress of work assigned, coordinate services, manage job development and referrals, and handle questions about the department, programs and client concerns. Individual must assure that the Board of Commissioners and the County Administrator are fully aware of all matters affecting the department, actions of the department, and issues that impact upon the Board of Commissioners as the appointing authority.

V. PHYSICAL EFFORT AND WORK ENVIRONMENT

<u>Physical Requirements:</u>	Individual performs sedentary work, which may require the lifting of up twenty-five (25) pounds occasionally and two (2) pounds regularly.
<u>Physical Activity:</u>	The physical activity of the position is fingering, talking, hearing, listening, reaching, walking and standing for prolonged periods of time. Must be able to coordinate eyes and hands rapidly and accurately in using communications equipment.
<u>Visual Activity:</u>	Individual performs work where the seeing job is close to the eyes and at or within arm’s reach and also at varying distances. Requires the ability to differentiate between colors and shades of colors.
<u>Job Location:</u>	The minimum work conditions for the position indicate that the individual is not exposed to adverse environmental conditions.

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

RESOLUTION NO. 08-601

IN THE MATTER OF APPROVING A LEASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE BERLIN TOWNSHIP TRUSTEES TO ACCOMMODATE DELAWARE COUNTY EMS AT THE BERLIN TOWNSHIP FIRE DEPARTMENT FACILITY:

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

LEASE AGREEMENT TO ACCOMMODATE DELAWARE COUNTY EMS
AT THE BERLIN TOWNSHIP FIRE DEPARTMENT FACILITY

ARTICLE 1 – PREAMBLE

This Lease Agreement is entered into this 22nd day of May, 2008, by and between the Delaware County Board of Commissioners (“County”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Berlin Township Board of Trustees (“Berlin Township”), whose address is 3271 Cheshire Road, Delaware, Ohio 43015 (hereinafter collectively the “Parties”).

ARTICLE 2 – PURPOSE

The purpose of this Lease Agreement is to lease a portion of the Berlin Township Fire Department Facility to the Delaware County Board of County Commissioners to Accommodate Delaware County Emergency Medical Services at the Berlin Township Fire Department Facility (“Agreement”) and to establish terms and conditions of operating a Delaware County Emergency Medical Services Medic Unit (“Medic Unit”) from the Berlin Township Fire Department Facility (“Facility”).

ARTICLE 3 – TERMS

This Agreement shall take effect at the earliest date allowed by law, be retroactive until January 1, 2008, and shall continue in effect for a period of ten years from January 1, 2008.

ARTICLE 4 – REMUNERATION

The County agrees to remunerate the Township for the County’s use of the Facility and equipment. Remuneration will be at a rate of Fourteen Thousand Dollars and No Cents (\$14,000.00) annually for ten consecutive years, beginning January 1, 2008, and ending December 31, 2017.

Should there be any unforeseen substantial increase in the cost of utilities (limited exclusively to natural gas,

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electric, water, sewer, and trash pickup) to the Township, the County and Township agree to negotiate a shared cost of the increase of those utilities, provided, however, that the County's share does not exceed fifty percent (50%) of the total increase. "Unforeseen substantial increase," as used herein, means an increase of five percent (5%) or greater. The Township agrees to inform the County of said increase, and arrange to negotiate with the County for the shared cost of any increase pursuant to this Article. Any agreement pursuant to this Article shall be memorialized in a written amendment to this Agreement, lawfully adopted and signed by both Parties.

ARTICLE 5 – FACILITY USE

The Parties understand and agree that this Lease Agreement is for use of the Facility by the Medic Unit as follows:

Apparatus Bay - One bay of the Facility, as designated by the Berlin Township Fire Chief, will be designated as the County EMS bay for purposes of storing the medic vehicle. The County EMS Medic Unit Crew ("Medic Unit Crew") will be responsible for keeping this area clean and cleared of obstructions. The remaining bays will house Berlin Township fire-fighting equipment and the Berlin Township Fire Department will have responsibility for maintaining such areas.

Living/Common Areas - The Township will provide sufficient and adequate sleeping quarters for Medic Unit Crew personnel, will provide access to all common areas, and will permit full use of utilities at the Facility at no additional cost. The Township agrees to provide space that the County can utilize for storage of medical equipment/supplies.

Parking - The Medic Unit Crew will use the area designated for their parking of privately owned vehicles. Medic Unit Crew personnel will park their personal vehicles only in designated areas.

Training Room - This will be a shared area. County and Township personnel will be responsible for cleaning up after themselves.

Kitchen - This will be a shared area. County and Township personnel will be responsible for cleaning up after themselves. The Township will supply adequate space for the Medic Unit Crew to store food and condiment supplies.

ARTICLE 6 – EQUIPMENT USE

The County and/or Medic Unit Crew will not utilize or borrow any Berlin Township equipment, except that equipment identified by this Agreement. The County will be responsible for replacing or repairing any equipment that the Medic Unit Crew damage or destroy. Replacement or repair is solely at the discretion of Berlin Township and will be for like or similar equipment. Likewise, no County equipment will be used by Berlin Township or Berlin Township Fire Department Members. Equipment at Berlin Township that may be used by the County and/or Medic Unit Crew includes:

Kitchen Appliances - The Medic Unit Crew may use kitchen appliances as needed. The Medic Unit Crew is responsible for cleaning up appliances and the kitchen area after each use.

Furniture - The Medic Unit Crew may use existing furniture at the Facility.

Radio Alerting System - The County will be part of the existing radio alerting system at Berlin Township that provides dispatch alerts throughout the facility. Berlin Township is responsible for maintaining this system.

Administrative Equipment & Phone Lines - The Medic Unit Crew may use existing telephone equipment and lines. The Medic Unit Crew will maintain a phone log and the County will be responsible for reimbursing Berlin Township for all long distance charges accrued by County and/or Medic Unit Crew. The Medic Unit Crew may also use existing administrative equipment such as facsimile (The Medic Unit Crew will maintain a fax log and the County will be responsible for reimbursing Berlin Township for all long distance charges accrued by County and/or Medic Unit Crew.), copier, etc. The Medic Unit Crew will not use computer equipment at Berlin Township, with the exception of access to the in-house network for internet access.

ARTICLE 7 - SUPPLIES

The County is responsible for equipping and maintaining all medical supplies for the medic vehicle. Further, the County is responsible for all cleaning and administrative supplies, such as forms, paper, pens, etc.

ARTICLE 8- PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS

Both the County and Berlin Township, as governmental entities, lack authority to indemnify. As such, the County and Berlin Township agree to be and shall be responsible for their own actions, and/or the actions of their respective officers, employees, agents, representatives, volunteers, servants, etc., resulting from this Agreement. Therefore, the County and Berlin Township agree to be individually and solely responsible for any and all accidents, liability, losses, damage, injury, including death, and/or related expenses that each may incur as a result of their own actions in the performance of this Agreement.

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ARTICLE 9 – INSURANCE CERTIFICATES

The County and Berlin Township each shall maintain for the full term of this Agreement self-insurance and/or general liability insurance coverage with a combined minimum limit of One Million Dollars (\$1,000,000.00). The Parties shall be provided proof of such insurance before performance of this Agreement begins. Except in the case of self-insurance, any such general liability insurance coverage shall be issued by companies authorized to issue such policies within the State of Ohio.

ARTICLE 10 – TERMINATION

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the aggrieved party shall attempt to resolve the matter resulting in breach or default consistent with the dispute resolution process provided herein in Article 11. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, the Township shall be entitled to receive remuneration that it is due hereunder through the date specified on the notice as the effective date for such termination.

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 the County or the Township fail to perform an obligation or obligations under this Agreement 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 either party shall be authorized in writing and signed by an authorized representative of that party.

ARTICLE 11 – DISPUTE RESOLUTION

Dispute procedures are specifically designed to deal with any alleged violations of this Agreement or as a result of any operational procedures that adversely impact on either party. Disputes from either party will be forwarded in writing to the Delaware County Chief of EMS and/or the Township Fire Chief, respectively. The party receiving a dispute has seven (7) work days to respond in writing to the other party. The response should include any findings or recommended solutions to the dispute. If the dispute cannot be resolved through written notification, the Chief of EMS will meet with the Township Fire Chief to arrive at a resolution. If the dispute still cannot be resolved, it will be brought before the respective Boards for final resolution.

This dispute resolution process does not preclude any emergency situation that requires immediate contact by both Chiefs for resolution.

ARTICLE 12 – SOG’S

The County EMS personnel will conduct its operations under the EMS Suggested Operating Guidelines (SOG). The County will exercise full administrative and operational control and supervision over its personnel. Berlin Township will exercise full administrative and operational control and supervision over its personnel. Any conflicts that develop as a result of these guidelines will be resolved consistent with the dispute resolution process set forth in Article XI.

The County and Berlin Township will both operate under the same medical protocol and Medical Director.

ARTICLE 13– MISCELLANEOUS

A. FINDINGS FOR RECOVERY

The County certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

B. DMA FORM STATEMENT

The County 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 County agrees to make such certification by completing the declaration of material assistance/non-assistance 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.

C. 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.

D. SEVERABILITY

If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or

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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 to be complied with

E. ENTIRE AGREEMENT

This Agreement (and its Attachments) shall constitute the entire understanding and agreement between Berlin Township and the County, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

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

RESOLUTION NO. 08-602

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Recommendation to hire Benjamin Cole as Maintenance Summer Help; effective date May 27, 2008.

Recommendation to hire Ryan Aspinall as Maintenance Summer Help; effective date May 27, 2008.

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

RESOLUTION NO. 08-603

10:00 AM HEARING, PURSUANT TO R.C. 6131.44, ON THE CONTRACT WITH PAGE EXCAVATING FOR THE IMPROVEMENTS TO THE BASINGER DITCH:

It was moved by Mr. Evans, seconded by Mr. Ward to open the hearing at 10:05AM.

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

RESOLUTION NO. 08-604

IN THE MATTER OF CONTINUING THE HEARING, PURSUANT TO R.C. 6131.44, ON THE CONTRACT WITH PAGE EXCAVATING FOR THE IMPROVEMENTS TO THE BASINGER DITCH TO MONDAY JUNE 9, 2008 AT 9:30AM:

It was moved by Mr. Ward, seconded by Mr. Evans to Continue The Hearing, Pursuant To R.C. 6131.44, On The Contract With Page Excavating For The Improvements To The Basinger Ditch To Monday June 9, 2008 At 9:30am.

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

PRESENTATION CAROL NELSON HR CONSULTANT FOR BOARD OF ELECTIONS

DISCUSSION ON SUPPLEMENTAL APPROPRIATIONS FOR THE BOARD OF ELECTIONS

RESOLUTION NO. 08-605

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE CLERK OF COURTS OFFICE:

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

Supplemental Appropriation			
28129204-5260	Common Pleas Data Fund/Inventoried Tools	\$	2,400.00

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

RESOLUTION NO. 08-606

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 AND FOR LAND ACQUISITION:

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It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn into Executive Session at 11:45AM.

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

RESOLUTION NO. 08-607

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Evans, seconded by Mr. Ward to adjourn out of Executive Session at 12:04PM.

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

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners