

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 5, 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

7:30 PM Final Hearing By The Commissioners For The Rhodes #7 Watershed Ditch Petition Project

RESOLUTION NO. 09-1241

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 1, 2009:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on October 1, 2009; and

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

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

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

PUBLIC COMMENT

RESOLUTION NO. 09-1242

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1002,

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1002, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO Decreases			
Adriel	Residential	22511607-5342	\$ 15,000.00
Lutheran Home	Residential	22511607-5342	\$ 10,000.00
UMCH	Residential	22511607-5342	\$ 20,000.00
Village Network	Residential	22511607-5342	\$150,000.00
PO Increases			
Advantage Foster Care	Residential	22511607-5342	\$ 10,000.00
Kids Count Too	Residential	22511607-5342	\$ 12,500.00
Tri State	Residential	22511607-5342	\$ 64,000.00
Kurt Smith	Child Care	22511607-5350	\$ 2,000.00
Todays Learning Child	Day Care	22411610-5348	\$ 50,000.00
Mt Business Technologies	Copier	22411604-5325	\$ 700.00
Verizon	Phone	22411604-5330	\$ 2,600.00
Atrium	Personnel	22411601-5301	\$ 6,000.00
Delaware Cab	Client Transportation	22411601-5355	\$ 5,000.00
Kroll	Laboratories	22511607-5215	\$ 4,000.00
JFS	EMT Reimbursement	22411601-5348	\$ 3,000.00

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

RESOLUTION NO. 09-1243

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1002BR:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1002BR and Purchase Orders as listed below:

PO Increases			
Buckeye Ranch	Residential treatment	22511607-5342	\$ 60,000.00

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

RESOLUTION NO. 09 -1244

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Department of Job and Family Services is requesting that Angela Thomas and Jacqueline Schonauer attend a Fiscal Conference in Allen County October 19, 2009, at the cost of \$300.00 (Fund Number 22411605).

The Department of Job and Family Services is requesting that Karen Roush attend an MS Excell 2007 training in Delaware County January 19-28, 2010, at the cost of \$189.00 (Fund Number 22411603).

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

RESOLUTION NO. 09-1245

SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF THE GORSUCH ROAD WATERSHED AREA DITCH PETITION FILED BY STEVEN CHUCTA AND OTHERS:

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

WHEREAS, on August 21, 2009, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by Steven Chucta and Others, to:

1. Commencing in Delaware County, Harlem Township within an unnamed watershed located on Gorsuch road approximately 2000 feet east of Red Bank Road and generally following, but not limited to the course and termini of the existing improvement.
2. To generally improve the drainage, both surface and subsurface, to a good and sufficient outlet by replacing or repairing, or altering the existing improvement as required and/or creating new surface and subsurface drainage mains or laterals as requested by this petition.

WHEREAS, the proper bond has been filed with the clerk, approved, conditioned for the payment of costs of notices, plus any other incidental expenses, except the cost incurred by the Engineer in making his preliminary reports, if the prayer of this petition is not granted, or if the petition is for any cause dismissed, unless the Board decides to pay the Engineer's cost from the bond in accordance with Section 6131.09 of the Revised Code;

THEREFORE, BE IT RESOLVED, BY THE Board of County Commissioners, that **Monday the 16th day of November, 2009, at 1:30 PM** at the upper terminus of the improvement, be and the same is hereby fixed as the time and place for the view thereon, and

BE IT FURTHER RESOLVED, That **Monday the 1st day of February, 2010, at 7:30 PM** at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio be and the same is hereby fixed as the time and place for the first hearing on the petition, and

BE IT FURTHER RESOLVED, that notice of said view and hearing be given, as required by law.

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

RESOLUTION NO. 09-1246

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR WOODLAND HALL SECTION 2; SAWMILL PARKWAY EXTENSION AND GOLF VILLAGE NORTH – SAWMILL PARKWAY EXTENSION:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to release bonds and letters of credit and accept roads within the following:

Woodland Hall Section 2

Please be advised The Engineer has reviewed the roadway construction of the roads within the referenced subdivision and find them to be constructed in accordance with the approved plans. Therefore, it is the Engineer's recommendation that the roadways within the referenced subdivision be accepted into the public system and that the **Liberty Township Trustees** be notified of your action.

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The roadways to be accepted are as follows:

- An addition of 0.64 mile to **Township Road Number 1364, Woodland Hall Drive**
- **Red Emerald Way**, to be known as **Township Road Number 1600**
- **Dutch Court**, to be known as **Township Road Number 1601**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project. The Engineer also request approval to return the Letter of Credit being held as maintenance surety to the developer, West Point Holdings, Inc.

Sawmill Parkway Extension

Please be advised The Engineer has reviewed the roadway construction of the road extension within the referenced project and find it to be constructed in accordance with the approved plans. Therefore, it is the Engineer’s recommendation that the roadways within the referenced project be accepted into the public system

The roadways to be accepted are as follows:

- An extension of 1.492 mile to **Township Road Number 609, Sawmill Parkway**

Golf Village North -Sawmill Parkway Extension

Please be advised The Engineer has reviewed the roadway construction of the roads within the referenced subdivision and find them to be constructed in accordance with the approved plans. Therefore, it is the Engineer’s recommendation that the roadways within the referenced subdivision be accepted into the public system and that the **Liberty Township Trustees** be notified of your action.

The roadways to be accepted are as follows:

- **Royal Belfast Boulevard**, to be known as **Township Road Number 1608**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

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

RESOLUTION NO. 09-1247

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR WOODLAND HALL SECTION II; SAWMILL PARKWAY EXTENSION AND GOLF VILLAGE NORTH – SAWMILL PARKWAY EXTENSION:

It was moved by Mr. O’Brien, seconded by Mr. Hanks to establish stop conditions for the following: Whereas, the below requests have been reviewed and approved by The Delaware County Engineer;

Now Therefore Be It Resolved, That The Following Are Hereby Approved By The Board Of Delaware County Commissioners:

Stop Conditions – Woodland Hall Section 2

It is hereby requested that a stop condition be established at the following roads within the above referenced subdivision:

- On Township Road Number 1369, Woodland Hall Drive, at its intersection with Township Road Number 1600, Red Emerald Way
- On Township Road Number 1369, Woodland Hall Drive, at its intersection with Township Road Number 1369, Woodland Hall Drive (“T” intersection)
- On Township Road Number 1369, Woodland Hall Drive, at its intersection with Township Road Number 1601, Dutch Court

Stop Conditions – Sawmill Parkway Extension

It is hereby requested that a stop condition be established at the following roads within the above referenced project:

- On County Road Number 609, Sawmill Parkway, at its intersection with Township Road Number 1608, Royal Belfast Boulevard
- On County Road Number 609, Sawmill Parkway, at its intersection with the school access roads

Stop Conditions – Golf Village North -Sawmill Parkway Extension

It is hereby requested that a stop condition be established at the following roads within the above referenced

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project:

- On Township Road Number 1608, Royal Belfast Boulevard, at its intersection with County Road Number 609, Sawmill Parkway

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

RESOLUTION NO. 09-1248

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

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

Whereas The Below Requests To Perform Work Within The Right Of Way Have Been Reviewed And Approved By The Delaware County Engineer; Now Therefore Be It Resolved That The Following Permits Are Hereby Approved By The Board Of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U09-055	AEP	WOODCUTTER/CSX GRADE	INSTALL UNDERGROUND ELEC.
U09-056	CONSUMERS GAS	GORSUCH RD	INSTALL PIPELINE
U09-057	CONSUMERS GAS	CENTER VILLAGE RD	INSTALL PIPELINE
U09-058	TIME WARNER	S. OLD STATE, HOLLENBACK, PEACHBLOW, WINTER, GRIEF PKWY	INSTALL FIBER OPTIC CABLE
U09-059	AEP	MILLER PAUL RD	REPLACE POLES
U09-060	CONSUMERS GAS	COUNTY RD 605	INSTALL PIPELINE
U09-061	CONSUMERS GAS	COUNTY RD 605	INSTALL PIPELINE
U09-062	CONSUMERS GAS	HARTFORD RD	INSTALL PIPELINE

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

RESOLUTION NO. 09-1249

IN THE MATTER OF ACCEPTING AND AWARDING THE BID AND APPROVING THE CONTRACT WITH COMPLETE GENERAL CONSTRUCTION COMPANY FOR THE SAWMILL PARKWAY & ATTUCKS DRIVE SIGNAL PROJECT:

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

**DEL-CR609-4.85
Sawmill Parkway & Attucks Drive Signal Project
Bid Opening of September 22, 2009**

Whereas, as the result of the above referenced bid opening, The Engineer recommends that a bid award be made to Complete General Construction Company of Columbus, Ohio, the low bidder for the project. A copy of the bid tabulation is available for your information.

Whereas, also available are two copies of the Contract with Complete General for your approval. The necessary documentation relative to the signing of the Contract (Certification/Affidavit in Compliance with ORC Section 3517.13, Auditor's Certification, etc.) is in place for this project.

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract with Complete General Construction Company;

CONTRACT

THIS AGREEMENT is made this 5th day of October, 2009 by and between Complete General Construction Co., hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

Complete General Construction Co.
1221 E. Fifth Ave.
Columbus, Ohio 43219

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named "DEL-CR609-04.85 SAWMILL PKWY. &

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ATTUCKS DR. SIGNAL PROJECT”, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed *One Hundred Seventeen Thousand One Hundred Sixty Five Dollars and Twenty Cents (\$ 117,165.20)*, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements
- i. This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

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

RESOLUTION NO. 09-1250

IN THE MATTER OF AUTHORIZING THE DELAWARE COUNTY COMMISSIONERS TO GIVE APPLICABLE ELECTED REPRESENTATIVE APPROVAL IN CONNECTION WITH THE ISSUANCE OF REVENUE REFUNDING BONDS OF THE DELAWARE COUNTY PORT AUTHORITY AND AUTHORIZING OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS:

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

WHEREAS, pursuant to Section 4582.21 et seq. of the Ohio Revised Code (the “Act”), port authorities are empowered and authorized to issue revenue refunding bonds for the purpose of financing or refinancing the costs of acquisition, construction, installation or equipping of “port authority facilities”, as defined in the Act; and

WHEREAS, the Delaware County Port Authority (the “Issuer”), a port authority and body corporate and politic duly organized and validly existing under the laws of the State of Ohio, anticipates issuing its revenue refunding bonds, in one or more series, including its Delaware County Port Authority Industrial Development Revenue Refunding Bonds, Series 2009 (Air Waves, Inc.) (the “Series 2009 Bonds”) to refund the outstanding principal amount of the County’s Multi-Mode Variable Rate Industrial Development Revenue Bonds, Series 1995 (Air Waves, Inc. Project) issued in the original principal amount of \$4,200,000 (the “Prior Bonds”), which were used to finance or refinance the costs of acquisition, construction, installation or equipping of all or a portion of port authority facilities, including without limitation, the acquisition, construction, equipping and installation of a manufacturing facility located at 7787 Graphics Way, Lewis Center, Ohio (the “Project”), owned by Apparel Investments, Ltd., an Ohio limited liability company (the “Borrower”); and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), a public hearing was held by the Issuer in connection with the issuance of the Series 2009 Bonds on September 30, 2009 after publication of notice therefore, evidence of publication of which has been submitted to this Board, and Section 147(f) of the Code also requires that prior to their issuance, the Series 2009 Bonds must be approved by the “applicable elected representative” as defined therein, which in this issuance is the Board of County Commissioners (the “Board”) of the County of Delaware, Ohio (the “County”);

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

SECTION 1. That this Board, as the “applicable elected representative” of the Issuer for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended, hereby approves the issuance of the Series 2009 Bonds in one or more series in the aggregate principal amount not to exceed \$1,300,000. In sole reliance upon information provided by the Borrower, it is anticipated that the proceeds of the Series 2009 Bonds will be used to

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redeem the Prior Bonds, which financed and refinanced the costs of the acquisition, construction, installation or equipping of the Project, and that the Project shall be owned by the Borrower.

SECTION 2. That the Series 2009 Bonds issued by the Issuer shall not be, and are not, general obligations, debt or bonded indebtedness of the County, and the holders or owners of such Series 2009 Bonds shall not have the right to have excises or taxes levied by the County for the payment of principal of, or interest or premium, if any, on such Series 2009 Bonds. Such payment shall be made only from funds provided by the Borrower or its subsidiaries and affiliates.

SECTION 3. That any County Commissioner or the Clerk of Board be and hereby are authorized to execute and deliver on behalf of the County such other certificates, documents and instruments in connection with the issuance of the Series 2009 Bonds as may be required, necessary or appropriate, including, without limitation, transcript certificates.

SECTION 4. That the provisions of this Resolution are hereby declared to be severable and, if any section, phrase or provision shall, for any reason, be declared invalid, such declaration of invalidity shall not affect the validity of the remainder of this Resolution.

SECTION 5. It is found and determined that all normal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code, and the rules of this Board in accordance therewith.

SECTION 6. That this resolution shall take effect and be in force immediately after passage.

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

RESOLUTION NO. 09-1251

IN THE MATTER OF APPROVING THE GRANT AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DEPARTMENT OF JOB AND FAMILY SERVICES, AS FISCAL AND ADMINISTRATIVE AGENT FOR DELAWARE COUNTY FAMILY AND CHILDREN FIRST COUNCIL (FCFC), AND THE DELAWARE COUNTY SUNBURY COMMUNITY LIBRARY, FOR SFY 2010 OHIO CHILDREN TRUST FUNDS:

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

Whereas, the Director of Job & Family Services recommends approval of the following grant agreement;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following grant agreement:

**Grant Agreement Between
Delaware County Department of Job and Family Services (DCDJFS), as Fiscal and Administrative
Agent for Delaware County Family and Children First Council (FCFC), and Delaware County Sunbury
Community Library, for SFY 2010
Ohio Children Trust Funds**

This Grant 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 Delaware County Sunbury Community Library (hereinafter, "Agency") whose address is 44 Burrer Drive, Sunbury, Ohio 43074 (hereinafter collectively, the "Parties").

Term: This Grant Agreement is for the time period of July 1, 2009 through June 30, 2010.

Amount and Terms of Payment of Grant Award: The total amount of the Grant Award to the Agency for State Fiscal Year 2010 (SFY 10) is \$22,000.00, payable as follows:

Upon receipt of this signed agreement, DCDJFS will release 50% of the monies to the Agency, being \$11,000.00. On or about March 1, 2010 or upon receipt by the DCDJFS of the Ohio Children's Trust Fund (OCTF) monies from the state, whichever is later, and when a quarterly invoice is submitted to DCDJFS, 30% of the award will be released to the Agency, being \$6,600.00. On or about July 30, 2010, or upon receipt of the Agency's submission of the Annual Report showing evidence of satisfactory achievement of the service deliverables, and when an invoice for the balance of the reward is received, the final 20% of the award, being \$4,400.00 will be released to the Agency provided that all service delivery and reporting requirements have been met.

Service delivery: Agency will provide the services described below. The Agency is expected to achieve no less

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than 40% of service delivery by December 31, 2009 and no less than 90% service delivery by June 30, 2010. Service delivery and budget details are further described in the grant application, attached to this Grant Agreement.

Said attachment(s) further describing the service delivery and budget are by this reference incorporated herein and are hereby deemed to be part of this Grant Agreement as if fully set forth herein.

Deliverable #1: Child component to serve children in high referral neighborhood- Francher Road, Westerville Estates, 10 hours per week for 48 weeks of supervised/organized activities to include homework help, life skill and youth development activities.

Unit of service = 10 hours per week
Projected units of service = 480 hours

Deliverable #2: Coaching/education opportunities to families in certain high referral neighborhood- Francher Road/Westerville Estates, once per month. These activities will include parenting and life skills, household management, child management, etc..

Unit of service = 1 parent/family meeting
Projected units of service = 12 meetings

Deliverable #3: Develop community partnerships and distribute community resource information to families in high referral neighborhood- Francher Road, Westerville Estates.

Unit of service = 1 contact
Projected units of service = 25 units

Reporting requirements: Quarterly Fiscal Reports as well as quarterly invoices for services provided are due January 10, 2010, April 10, 2010 and July 10, 2010. A Semi-Annual Program Report is due January 10, 2010 and an Annual Report is due July 10, 2010.

Indemnity/Insurance:

A. To the fullest extent of the law, Agency agrees to indemnify and hold the Delaware County Board of County Commissioners ("Board"), the Delaware County Department of Job and Family Services ("DCDJFS"), FCFC, and Delaware County and their respective boards, officers, officials, employees, volunteers, agents, servants and representatives (collectively "Indemnified Parties") free and harmless from any and all actions, claims, suits, demands, judgments, damages, losses and expenses, regardless of type or nature, actual or threatened, including but not limited to promptly retaining defense counsel to represent the Indemnified Parties, defending and protecting the same, and paying any and all attorney's fees, costs, and expenses, arising from any accident or occurrence, intentional or unintentional, related in any manner to Agency's performance of this Grant Agreement. The Agency further agrees that it shall undertake to defend, at its own expense, any and all actions, claims, suits, or demands brought against the Indemnified Parties by reason of or result of the Agency's performance under this Grant Agreement, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.

B. The Agency agrees to indemnify and hold the Indemnified Parties free and harmless from any and all actions, claims, suits, demands, judgments, damages, losses and expenses, regardless of type or nature, actual or threatened, including but not limited to attorney's fees, costs, and expenses, arising from any disclosure of confidential information, intentional or unintentional, or any other such lawsuits or regulatory actions arising from any sharing, intentional or unintentional, of confidential information. For purposes of this section, "confidential information" is defined as any information that may personally identify any person, client, or individual that potentially and/or does receive services provided under this Grant Agreement, unless such person, client, and/or individual, or if a minor, the minor's parent or guardian, agrees in writing to the release of such information.

C. The Agency shall assume full responsibility for and shall indemnify the Board, DCDJFS, FCFC, and Delaware County for any damage to or loss of any Board, DCDJFS, FCFC, and/or County property, including but not limited to building, fixtures, furnishings, equipment, supplies, accessories and/or parts resulting in whole or part from any acts or omissions, intentional or unintentional, of the Agency or any board, officer, official, employee, volunteer, agent, servant, or representative of the Agency.

D. The Agency shall present current certificates of insurance prior to commencement of this Grant Agreement, and shall maintain during the term of this Grant Agreement, the insurance and bonds specified below:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. (Certificate not required if it's a government agency.)
- b. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, including coverage for subcontractors, if any are used.

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- c. Umbrella or Excess Liability insurance (over and above Commercial General Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of the Board, DCDJFS, FCFC, and/or Delaware County, or its departments, with limits of at least \$300,000 (Combined Single Limit) or, \$100,000 per person and \$300,000 per accident for Bodily Injury and \$100,000 per accident for property damage.
- e. The DCDJFS, FCFC, and the Board of Delaware County Commissioners must be named as "Additional Insured" on the policies listed in paragraphs b, c, and d above.

Independent Contractor:

The Agency shall act in performance of this Grant Agreement as an Independent Contractor. As an independent contractor, the Agency and/or its board, officers, officials, 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.

Termination for Convenience/Cause:

A. Termination for the Convenience

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

B. Breach or Default of Contract

Upon breach or default of any of the provisions, obligations, or duties embodied in this Grant Agreement, an 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 Grant 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 Agency shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of 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 Agency or the FCFC fails to perform an obligation or obligations under this Grant 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 the FCFC shall be authorized in writing and signed by an authorized FCFC representative.

C. Loss of Funding

It is understood by the Agency that availability of funds for this Grant Agreement and thus this Grant 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 FCFC, the Agency understands that changes and/or termination of this Grant 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 FCFC.

Compliance with Requirements of Ohio Children's Trust Fund (OCTF):

The Agency agrees to comply with requirements of the Ohio Children's Trust Fund (OCTF) and to use monies awarded only to support primary and secondary child abuse/neglect prevention efforts as approved in the grant application and/or written addendum. Said grant application and/or written addendum are by this reference incorporated herein and are hereby deemed to be part of this Grant Agreement as if fully set forth herein.

OCTF monies will not be targeted to families or individuals case managed by the DCDJFS or any public children services agency, nor will they be used to supplant existing funding.

Non-compliance or unsatisfactory achievement of above specified service units may result in reduced funding or cancellation of this award.

Civil Rights: The Agency understands and agrees that, as a condition of this Grant 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

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Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the Agency 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 Grant 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 Grant Agreement.

Accessibility of Programs to the Disabled/Handicapped: The Agency agrees as a condition of this Grant Agreement to make all services and/or programs provided pursuant to this Grant Agreement accessible to the disabled/handicapped. The Agency further agrees as a condition of this Grant 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 Grant Agreement.

DMA Form Statement: The Agency 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 Agency agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Grant 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 Grant Agreement and by this reference made a part of this Grant Agreement.

CAMPAIGN FINANCE – COMPLIANCE WITH ORC § 3517.13

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

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

Notices:

All notices which may be required by this Grant 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 date received :

Agency:	FCFC:
Name: _____	Mona Reilly
Address: _____	Delaware County Family and Children First Council
City/State/Zip: _____	140 N. Sandusky St., 2 nd Floor Delaware, Ohio 43015

Governing Law: This Grant 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 Grant Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

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

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

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

Effect of Signature: The signature below on behalf of the Agency indicates that the signer and the Agency agree to be bound by all the terms and conditions of this Grant Agreement and to comply with all requirements of OCTF.

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

RESOLUTION NO. 09-1252

IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES FOR OFFICE SPACE AT 140 N. SANDUSKY STREET, DELAWARE, OHIO 43015:

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

Whereas, the Director of Job & Family Services recommends approval of the following lease agreement;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following lease agreement:

LEASE AGREEMENT

This Lease Agreement is entered into this 1st day of January, 2009 by and between the Delaware County Board of Commissioners ("Delaware County") whose address is 101 N. Sandusky Street, Delaware, Ohio 43015 and the Delaware County Department of Job and Family Services ("DCDJFS"), whose address is 140 N. Sandusky Street, Delaware, Ohio 43015.

1. Description of Premises: Delaware County hereby leases to DCDJFS total square feet within a building known as the Rutherford B. Hayes Building. 12,823 square feet is leased to DCDJFS. The parties to this Lease Agreement acknowledge that figures referenced above may change upon completion of planned renovation of the Rutherford B. Hayes Building.

In addition to the square feet referenced above, DCDJFS shall also have the right to use the common facilities, entrances, hallways, parking lots and sidewalks located within the building.
2. Term: This Lease Agreement shall be effective January 1, 2009 for a one year period and shall be automatically renewed for additional one year terms unless and until written notice is given by either party to the other party thirty (30) days in advance of the desired non-renewal date. Non-renewal of this Lease Agreement, however, shall be wholly contingent upon Delaware County providing other space to DCDJFS.
3. Cost Recovery: Delaware County shall recover from DCDJFS all costs associated with it's tenancy at the Rutherford B. Hayes Building. Such costs will be assessed and reimbursed based on calculations conducted by MAXIMUS, Cost Services Division or such other entity selected by Delaware County.
 - a. Use of Premises: DCDJFS shall use the premises as a business office. DCDJFS shall occupy the Rutherford B. Hayes Building in accordance with the laws, rules and ordinances of the City of Delaware, Ohio.
 - b. Delaware County's Right of Entry: Delaware County shall have the right to enter and examine the space occupied by DCDJFS within the Rutherford B. Hayes Building at any time, without notice.
 - c. Assignment/Sublease: Any funds collected as the result of an assignment/sublease shall be reimbursed to the County General Fund.
 - d. Surrender of Premises: DCDJFS shall surrender the space occupied within the Rutherford B. Hayes Building upon the non-renewal of this Lease Agreement.
4. Covenants of Delaware County:
 - a. Insurance: Delaware County shall insure the real property against casualty or premises liability and shall procure insurance on county owned equipment.

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- b. Cleaning Service: Delaware County shall provide to DCDJFS the standard cleaning services provided to the rest of County properties from the Delaware County Facilities Department.
 - c. Repairs: Delaware County shall be responsible for all maintenance and necessary repairs to the Rutherford B. Hayes Building.
 - d. Quiet Enjoyment: Delaware County shall provide DCDJFS with quiet enjoyment of the Rutherford B. Hayes Building as long as DCDJFS complies with all terms and covenants in this Lease Agreement.
5. Mutual Covenants of Delaware County, and DCDJFS.
- a. Successors and Assigns: All of the legal representatives, successors and assigns of Delaware County and DCDJFS are bound by the terms and covenants of this Lease Agreement.
 - b. Entire Agreement: This Lease Agreement contains the entire agreement between Delaware County and DCDJFS. This Lease Agreement may only be modified if the modification is expressed in writing and signed by Delaware County and DCDJFS.
 - c. Notices: All notices or correspondence required under this Lease Agreement shall be sent to the following.
 - i. For the Landlord-to each member of the Delaware County Board of Commissioners, 101 N. Sandusky Street, Delaware, Ohio 43015, with copies to the Delaware County Administrator at the same address and to the Delaware County Prosecutor’s Office, 140 N. Sandusky Street, Delaware, Ohio 43015.
 - ii. For the Tenant-to the Director of the DCDJFS, 140 N. Sandusky Street, Delaware, OH 43015.
6. Severability: If any term or provision of this Lease Agreement shall be rendered invalid by the decision of a court competent jurisdiction or by enactment of any law, ordinance or regulation, the remainder of this Lease Agreement shall not be affected thereby and each term and provision of this Lease Agreement shall be valid and enforceable to the full extent permitted by law.

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

RESOLUTION NO. 09-1253

IN THE MATTER OF APPROVING FMLA POLICY:

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

Whereas, in 2009 the Federal Government amended various provisions of the Family Medical Leave Act (FMLA); and

Whereas, Delaware County has amended its Family Medical Leave Act policy to incorporate all of the changes; and

Therefore, be it resolved that the Delaware County Board of Commissioners hereby approve the County policy regarding the Family Medical Leave Act;

Subject FAMILY MEDICAL LEAVE ACT (FMLA)	Effective 1/16/2009	Supersedes Policy 6/28/2004	This Sheet 1	T.Sheets 20 (including forms)
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1.0 Purpose

To ensure that the Delaware County Offices/Departments comply with the federally mandated Family and Medical Leave Act (FMLA) of 1993 and the National Defense Authorization Act of 2008. This policy meets the applicable federal standards. Additional/other leaves of absences may be approved by the appointing authority pursuant to County policy.

2.0 Scope

This policy pertains to all departments operating under the authority of the Delaware County Board of Commissioners however, Federal Law requires this of all entities, and therefore, it is recommended that all Offices adopt such a policy.

3.0 Distribution

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To all departments operating under the authority of the Delaware County Board of Commissioners.

4.0 Definitions

- A. *Covered Employer* is all public employers, regardless of the number of employees employed, and all private employers with fifty (50) or more employees for each working day during each of twenty (20) or more calendar workweeks in the current or preceding calendar year. (Twenty (20) calendar weeks do not need to be consecutive.)
- B. *Eligible Employee* is a person:
1. employed by the County for twelve months, which need not be consecutive; however, service prior to a seven (7) year break in service is not counted unless the break in service was caused by fulfillment of military duty or unless specified differently in a collective bargaining agreement
 2. has worked or been in a paid status (e.g. vacation, sick leave, holiday pay, compensatory time, previous FMLA leave, etc.) at least 1250 working hours in the twelve (12) month period prior to the date on which leave is to commence, and
 3. is employed at a worksite where fifty (50) or more employees are employed by the employer or the employer employs fifty (50) or more employees within seventy-five (75) miles of the worksite.
- C. *Paid Status* is time away from work with pay or FMLA leave, (e.g. vacation, sick leave, holiday pay, compensatory time, previous FMLA leave, etc.).
- D. *Unpaid Leave* is time taken away from work without pay. FMLA leave may be unpaid leave, but will be classified as paid status although the employee will not accrue service time or seniority during unpaid FMLA. Unpaid leave not qualified as FMLA leave will not be classified as paid status.
- E. *Intermittent Leave* is leave taken by an employee in blocks of time, or by reducing their normal weekly or daily work schedule.
- F. *Serious Health Condition* means an illness, injury, impairment, or physical or mental condition that involves either:
1. any period of incapacity (i.e. inability to work, attend school or perform other regular daily activities) or treatment connected with inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care, or
 2. continuing treatment by a health care provider that includes any period of incapacity due to:
 - a) a health condition (including treatment therefore, or recovery there from) lasting more than three (3) consecutive full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also includes:
 - treatment two or more times by or under the supervision of a health care provider within 30 days of incapacity, or
 - one treatment by a health care provider with a continuing regimen of treatment within the first 7 days of incapacity; or
 - b) Pregnancy or prenatal care. A visit to the health care provider is not necessary for each absence; or
 - c) A chronic serious health condition that continues over an extended period of time, requires periodic visits to a health care provider of at least two visits per year, and may involve occasional episodes of incapacity (e.g.: asthma, diabetes). A visit to a health care provider is not necessary for each absence; or
 - d) A permanent or long-term condition for which treatment may not be effective (e.g.: Alzheimer's, a severe stroke, terminal cancer, etc.). Only supervision by a health care provider is required, rather than active treatment; or
 - e) Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three days if not treated (e.g.: chemotherapy or radiation treatments for cancer, dialysis for kidney disease, etc.).
- G. *Health care provider* means:
1. Doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctors practice; or

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2. Podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law, or
 3. Nurse practitioners, nurse-midwives and clinical social workers authorized to practice, and performing within the scope of their practice, as defined under state law; or
 4. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; or
 5. Any health care provider recognized by the employer or the employer's group health plan benefits manager.
- H. *Immediate family member* includes a spouse, parent, or son or daughter under eighteen (18) unless disabled. It does not include non-disabled adult children, unmarried partners, in-laws, siblings, grandparents, or other relatives, unless the person stood in *loco parentis* to the employee before the employee reached the age of majority.
- I. *ACTIVE DUTY*.—The term "active duty" means duty under a call or order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.
- J. *CONTINGENCY OPERATION*.—The term "contingency operation" has the same meaning given such term in section 101(a)(13) of title 10, United States Code.
- K. *COVERED SERVICEMEMBER*.—The term "covered servicemember" means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.
- L. *OUTPATIENT STATUS*.—The term "outpatient status", with respect to a covered servicemember, means the status of a member of the Armed Forces assigned to—
1. a military medical treatment facility as an outpatient; or
 2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- M. *NEXT OF KIN*.—The term "next of kin", used with respect to an individual, means the nearest blood relative of that individual.
- N. *SERIOUS INJURY OR ILLNESS*.—The term "serious injury or illness", in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness incurred by the member in line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.
- 5.0 Policy

Leave Entitlement

- A. In accordance with the federal Family and Medical Leave Act of 1993, an eligible employee is entitled to an unpaid leave of absence of up to twelve (12) workweeks during any (12) twelve month period measured backward from the date the leave commences for one of the following reasons:
1. for the birth and care of the newborn child of the employee;
 2. for placement with the employee of a son or daughter for adoption or foster care;
 3. to care for an immediate family member (spouse, child under 18 years of age or child 18 years or older if incapable of self-care because of mental or physical disability, or the employee's parent (but not parent in-laws)), of the employee, with a serious health condition; or
 4. to take medical leave when the employee is unable to work because of a serious health condition.
- B. Spouses employed by the same appointing authority are jointly entitled to a combined total of 12 workweeks of family leave for the birth and care of the newborn child, for placement of a child for adoption or foster care, and to care for a immediate family member who has a serious health condition.
- C. Leave for birth and care of a newborn, or placement of a child for adoption or foster care must conclude within 12 months of the birth or placement.
- D. Under certain circumstances, employees may take FMLA leave intermittently either by taking leave in blocks of time or by reducing their normal weekly or daily work schedule.

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1. If FMLA is for birth and care of a newborn or placement of a child for adoption or foster care, use of intermittent leave is subject to the employer's approval.
 2. FMLA leave may be taken intermittently only when there is a medical need for leave **and** the need is best accommodated via intermittent leave in order to care for a seriously ill family member, or because the employee is seriously ill and unable to work.
 3. Intermittent or reduced schedule leave may be taken by the employee in any size increments, and Delaware County shall charge intermittent or reduced schedule FMLA leave against the employee's twelve (12) workweek total by the quarter hour (15 minute) increment.
 4. Employees using any form of intermittent leave for planned medical treatment must make reasonable efforts to schedule medical treatment so as not to unduly disrupt business operations.
 5. Employees using intermittent leave due to chronic conditions may be asked to provide re-certification every thirty (30) days in connection with an absence.
- E. If leave to care for an immediate family member or for the employee's own serious health condition is planned medical treatment, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt the County's operation or interfere with the employee's work schedule.
- F. All employees shall be required to substitute all accrued but unused compensatory time, vacation, personal, family, or sick leave for unpaid FMLA leave with the following limitations:
1. Employees shall not utilize sick leave to be substituted for FMLA leave unless the situation involves a serious health condition. Under the FMLA, sick leave shall not be used for the birth or placement of a child unless it is used for the employee's own recovery after giving birth or for care of an ill family member.
 2. The utilization of sick leave for the care of an ill family member following birth or placement of a child shall only be approved when medical evidence of a serious health condition is provided on the proper form (U.S.D.O.L. Form WH-380, Certification of Health Care Provider).
 3. Employees shall substitute paid leave for unpaid FMLA leave in the following order:
 - a) for the birth and care of the newborn child of the employee:
 - sick leave shall be utilized for the extent of inpatient care in the hospital and continued to the extent as certified by a qualified health care provider as a serious health condition,
 - thereafter, all accrued compensatory time shall be utilized until exhausted or the employee returns to work,
 - all accrued vacation leave shall be utilized until exhausted or until the employee returns to work.
 - b) for placement with the employee of a son or daughter for adoption or foster care:
 - all accrued compensatory time shall be utilized until exhausted or the employee returns to work,
 - all accrued vacation leave shall be utilized until exhausted or until the employee returns to work.
 - c) to care for an immediate family member of the employee with a serious health condition or for the employee's own serious health condition:
 - sick leave shall be utilized until exhausted or until the employee or his/her immediate family member no longer has the serious health condition,
 - all accrued compensatory time shall be utilized until exhausted or until the employee or his/her immediate family member no longer has the serious health condition,
 - all accrued vacation leave shall be utilized until exhausted or until the employee or his/her immediate family member no longer has the serious health condition.
- G. Even if the employee does not designate or request that absence be covered under the FMLA, the County may, upon proper notification, designate a qualifying absence as FMLA leave.

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- H. "Next of Kin" Leave: In accordance with the National Defense Authorization Act of 2008, an eligible family member of a covered service member will be able to take up to 26 workweeks of leave in a "single 12-month period" measured forward from the date the leave commences to care for a covered service member with a serious illness or injury incurred in the line of duty on active duty. This 26 workweek entitlement is a special provision that extends FMLA job-protected leave beyond the normal 12 weeks of FMLA leave. This provision also extends FMLA protection to additional family members (i.e., next of kin) beyond those who may take FMLA leave for other qualifying reasons and may be taken intermittently.
- I. "Qualifying Exigency" Leave: The second new military leave entitlement helps families of members of the National Guard and Reserves (this leave does not extend to family members of military members in the Regular Armed Forces) manage their affairs while the member is on active duty in support of a contingency operation. This provision makes the normal 12 workweeks in a rolling calendar year of FMLA job-protected leave available to eligible employees with a covered military member serving in the National Guard or Reserves to use for "any qualifying exigency" arising out of the fact that a covered military member is on active duty or called to active duty status in support of a contingency operation. "Qualifying Exigency Leave may be taken intermittently when necessary.
1. Qualifying Exigencies:
 - a. Short-notice deployment of 7 days or less;
 - b. Military events sponsored by the military and / or Red Cross;
 - c. To arrange for childcare and / or to attend non-routine school functions of the child of a covered military family member;
 - d. To take care of financial and legal affairs and matters for a covered military family member;
 - e. To attend non-health care provider counseling arising from active duty in the military;
 - f. Up to five days to spend time with a covered military service member on rest and recoupment leave;
 - g. To attend ceremonies incident to the return of a covered military family member for a period of 90 days following military family member's termination from active duty;
 - h. Additional activities not encompassed in the other categories, but agreed to by Delaware County and the employee.
- J. An eligible employee is limited to a combined total of 26 workweeks of leave for any FMLA qualifying reason during the "single 12 month period". Only 12 of the 26 weeks total may be for a FMLA qualifying reason other than to care for a covered servicemember.
- K. When an employee seeks leave due to a FMLA qualifying reason for which the employer has previously provided the employee FMLA protected leave, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave.

Maintenance of Health Benefits

- A. As required under the FMLA, Delaware County will maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will be made for employees to continue to pay their share of health insurance premiums while on leave. Payment must be made by the first day of each month with a thirty (30) day grace period or benefits shall terminate.
- B. If the employee chooses not to continue coverage while on leave, upon proper return to work, the employee shall be reinstated into the plan on the same terms as prior to commencement of leave. C. As allowed under the FMLA, Delaware County shall make every effort to recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave without medical justification.

Job Restoration

- A. Upon return from FMLA leave, an employee must be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. An employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.
- B. In addition, an employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave, nor be counted against the employee under a "no fault" attendance policy. This includes salary increases

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that are across the board or for cost of living received by all employees in the same job classification.

- C. If paid leave is substituted for FMLA, then the employee shall continue to accrue service time during that paid status. If FMLA is unpaid leave, the employee shall not accrue service time or seniority during the unpaid status.
- D. Under specified and limited circumstances where restoration to employment will cause substantial and grievous economic injury to its operations, Delaware County may refuse to reinstate certain highly paid “key” employees (highest paid 10% of all employees) after using FMLA leave during which health coverage was maintained. In order to do so the Delaware County must:
 - 1. Notify the employee of his/her status as a “key” employee in response to the employee’s notice of intent to take FMLA leave;
 - 2. Notify the employee as soon as the employer decides it will deny job restoration, and explain the reasons for this decision;
 - 3. Offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice, and
 - 4. Make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration

Other Provisions

- A. Salaried executive, administrative, and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under Regulations, 29 CFR Part 541, do not lose their FLSA-exempt status by using any unpaid FMLA leave.

Procedure for Administration

- A. Employees must provide notice when a qualifying event occurs and/or is planned to occur as follows:
 - 1. For foreseeable need for leave, including prenatal visits, the employee must provide thirty (30) days notice to the employer; if thirty (30) days is not possible, then as soon as practical, or
 - 2. For unforeseeable need for leave, employees must notify the employer as soon as practical.
 - 3. An employee must complete the appropriate leave form and submit it to their supervisor, director or appointing authority for approval along with the appropriate FMLA forms.
 - 4. If the employee has been absent from work for one of the qualifying reasons without providing the above notice, that leave may be considered as part of the 12 work week period upon the employer discovering the qualifying event depending upon the reason for the failure to provide proper notice. Any further leave the employee is entitled to take under this policy will be for 12 workweeks less the amount of such absent time previously taken.
 - 5. The employee should provide notice by completing the appropriate forms as indicated within this policy. (Form A, Application for Family or Medical Leave).
 - 6. If the employee has incurred previous absences for one of the qualifying reasons, he/she shall complete Form A1, Explanation of Prior Leave.
 - 7. Failure to honestly complete FMLA forms in the prescribed manner may result in FMLA leave being rejected or revoked and the possibility of disciplinary action up to and including termination.
- B. Upon receipt of an Application for Family or Medical Leave, Delaware County shall either approve FMLA leave or require medical certification of the initial need for leave of an employee’s annual FMLA entitlement. The County will give this indication of approval or request for medical certification by completing U.S.D.O.L. Form WH-381, Employer Response to Employee Request for FMLA. The County will notify the employee of eligibility / ineligibility within five (5) business days after leave is requested or it has knowledge the leave is for an FMLA reason, absent exigent circumstances. . If the employee will use paid time for the majority of the leave, the employee must complete a “Leave Request Form” and submit the form to his/her supervisor. If the majority of the employee’s leave will be unpaid, a request for leave form and an employee action form with appropriate approvals must be completed.
 - 1. The employee shall provide such certification to Delaware County within fifteen (15) days after receiving the requirement to provide such certification. The

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employee shall use U.S.D.O.L. Form WH-380, Certification of Health Care Provider to provide this certification. All entries within the certification must be answered sufficiently and completely.

- a) Delaware County Human Resources may contact the employee's doctor directly to authenticate / clarify the certification.
- b) Delaware County may request subsequent medical certifications every 30 days, upon expiration of the period specified in the certification, when circumstances change, or when the validity of the certification is in doubt.
- c) Failure of the employee to provide a complete and sufficient certification in a timely manner may result in:
 - For foreseeable leave, leave may be denied until a complete and sufficient certification is received,
 - For unforeseeable leave, continuation of leave may be denied, and
- If certification is never received, if the certification is incomplete or is insufficient FMLA leave will be denied.
- d) Expenses for all such certifications, including subsequent certifications and clarifications, shall be paid by the employee or by insurance, if covered.
 2. Delaware County may obtain a second medical opinion from a health care provider of Delaware County's choice at the expense of Delaware County.
 3. If the employee's medical certification and the second medical opinion disagree, Delaware County may require a third, final, and binding evaluation of the employee by a health care provider selected mutually by Delaware County and the employee. The cost of the third evaluation shall be borne by Delaware County.
- C. Prior to an employee's return to work for FMLA leave due to his/her own serious health condition, the employee shall provide a fitness-for-duty certification from a health care provider showing that the employee can perform the functions of his/her position. The employee shall not return to work until such certification is provided and may be terminated at the expiration of leave if fitness-for-duty certification is not provided and the employee does not have other leave (e.g., sick leave, compensatory, vacation, or personal leave, if granted) to cover further absence. The employee shall utilize Form C, Health Care Provider's Certification of Ability to Return to Work, as the fitness- for- duty certification.

Employer Responsibilities

- A. The County will post an approved Department of Labor FMLA notice in a conspicuous place.**
- B. The employer will provide a copy of this policy to each employee and provide training periodically as needed on the employee's rights and responsibilities under the FMLA.**

When Leave is FMLA Leave

In accordance with the federal Family and Medical Leave Act of 1993 and the National Defense Authorization Act of 2008, an eligible employee is entitled to an unpaid leave of absence of up to twelve (12) workweeks measured backward from the date the leave commences or twenty six (26) workweeks measured forward from the date the leave commences (if the leave is for a covered service member with a serious illness or injury incurred in the line of duty on active duty: for one of the following reasons:

1. for the birth and care of the newborn child of the employee;
2. for placement with the employee of a son or daughter for adoption or foster care;
3. to care for an immediate family member (spouse, child under 18 years of age or child 18 years or older if incapable of self-care because of mental or physical disability, or the employee's parent (but not parent in-laws)) of the employee with a serious health condition; or
4. to take medical leave when the employee is unable to work because of a serious health condition.
5. to care for a family member that is a covered service member with a serious illness or injury incurred in the line of duty on active status.
6. family member military qualifying extingency leave.

Serious Health Condition is defined below: **(The Supervisor should provide his/her employee with a copy of the FMLA policy and the U.S. Department of Labor's Certification of Health Care Provider (WH-380) form when the employee misses work to care for himself/herself or an immediate family member when one of the following occurs.)**

Hospital Care

Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility,

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including any period of incapacity or subsequent treatment in connection to such inpatient care.

Absence Plus Treatment

A period of incapacity lasting **more than three consecutive calendar days** (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:

1. **Treatment two or more times** by or under the supervision of a health care provider (i.e., in-person visits, the first within 7 days and both within 30 days of the first day of incapacity);
OR
2. **One Treatment** by a health care provider on **at least one occasion** which results in a **regimen of continuing treatment** (i.e., an in-person visit within 7 days of the first day of incapacity with a continuing regimen of treatment such as prescription medication, physical therapy, etc.

Pregnancy

Any period of incapacity due to **pregnancy or prenatal care**.

Chronic Conditions Requiring Treatments

A **chronic condition** which:

1. Requires **periodic visits** of at least two visits per year for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
2. Continues over an **extended period of time** (including recurring episodes of a single underlying condition); and
3. May cause **episodic** rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.)

Permanent/Long Term Conditions Requiring Supervision

A period of **incapacity** which is **permanent or long-term** due to a condition for which treatment may not be effective. The employee or family member must be **under the continuing supervision of, but need not be receiving active treatment by, a health care provider**. Examples include Alzheimer's, severe stroke, or the terminal stages of a disease.

Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive **multiple treatments** (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for **restorative surgery** after an accident or other injury, **or** for a condition **that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment**, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

Incapacity means inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom.

Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition. **Treatment does not include** routine physical examinations, eye examinations, or dental examinations.

A **regimen of continuing treatment** includes, for example, a course of prescription medication (e.g. an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A **regimen of treatment does not include** the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.

G. Conditions That Typically Are Not Serious Health Conditions Under The FMLA

1. Cosmetic treatments, such as for acne or plastic surgery, except after an injury or removal of a cancerous growth or if complications develop.
2. Common cold, flu, earaches, upset stomach, minor ulcers, headaches (other than migraine), or routine dental or orthodontia problems, unless complications develop.
3. Allergies or mental illness resulting from stress unless all requirements of serious health condition are met.
4. Substance abuse unless absence is for treatment.

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

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RESOLUTION NO. 09-1254

**IN THE MATTER OF ESTABLISHING NEW ORGANIZATIONAL KEYS; APPROVING
TRANSFER OF FUNDS; TRANSFER OF APPROPRIATIONS AND SUPPLEMENTAL
APPROPRIATIONS:**

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

Supplemental Appropriation		AMOUNT
10012301-5801	Victims of Crime/Transfer	\$ 1880.75
Transfer of Funds		
From	To	
23612302-5850	10011102-4650	\$ 477.82
Victims of Crime Grant /Short Term Transfer	Comm General/Short Term Advance	
Transfer of Appropriation		
From	To	
27426313-5001	27426313-5101	\$ 1,991.20
Crime Victims Grant/Compensation	Crime Victims Grant/Insurance	
27426313-5001	27426313-5120	\$ 675.61
Crime Victims Grant/ Compensation	Crime Victims Grant/PERS	
27426313-5001	27426313-5131	\$ 69.97
Crime Victims Grant/ Compensation	Crime Victims Grant/Medicare	
27526315-5001	27526315-5101	\$ 1,467.20
State Victims Assistance/ Compensation	State Victims Assistance/ Insurance	
Transfer of Appropriation		
From	To	
20110106-5301	20110106-5450	\$ 9,000.39
REA-GIS/Contracted Professional Services	REA-GIS/Machinery & Equipment >\$5,000	
Establish New Org Keys		
51511132	Br Ditch Improvement Sheets #318	
51611133	Br Ditch Improvement Brookview	
51711134	Br Ditch Improvement Menamara	
Supplemental Appropriation		
40311420-5301	Brookview Ditch/Professional Services	\$5,400.00
40311421-5301	Dutcher-Scott Ditch/Professional Services	\$ 955.00
40311431-5301	O'Brien Ditch/Professional Services	\$3,200.00
40311417-5301	Ruder-Toot Ditch/Professional Services	\$ 407.31
40311433-5301	Midway Gardens Ditch/Prof Services	\$1,500.00
Establish New Org Keys		
24531324	Sheriff ARRA JAG Grant	
24531325	Sheriff ARRA Tasers	
24531326	Sheriff ARRA Servers	
Supplemental Appropriations		
24531324-4509	Sheriff ARRA JAG Grant /Grant Revenue	\$77,346.00
24531324-5325	Sheriff ARRA JAG Grant/Contracts	\$ 6,746.00
24531324-5201	Sheriff ARRA JAG Grant/Office Supplies	\$14,798.00
24531324-5450	Sheriff ARRA JAG Grant/ Equip >\$5000	\$31,400.00
24531324-5260	Sheriff ARRA JAG Grant/Equip< 4999	\$24,402.00
24531325-4509	Sheriff ARRA Tasers /Grant Revenue	\$39,375.00
24531325-5201	Sheriff ARRA Tasers/Office Supplies	\$39,375.00
24531326-4509	Sheriff ARRA Servers /Grant Revenue	\$21,897.00
24531326-5450	Sheriff ARRA Servers/Equip >\$5000	\$21,897.00
Establish New Organizational Keys		
20683201	Law Library Resources Board (LLRB)	
29214018	Child Key for Map Room (Engineer's)	
29324012	Capital Assets dept/ OSMF (Engineer's)	
25422308	CCA Divert Misdemeanors (Adult Court)	

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

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RESOLUTION NO. 09-1255**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

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

The 911 Communications Director recommends the promotion and approval of the accompanying pay raise for Kathy Price, a Telecommunications Operator II with the 911 Center; effective date September 5, 2009.

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

**COMMISSIONERS' COMMITTEES REPORTS
(Refer To CD Minutes For Entire Record)**

Commissioner Hanks

- Dispatch Article On Rutherford B. Hayes Birthday
- CNN Alan Greenspan Article
- Service Sector Of The Economy
- Federal Reserve Report
- Sheriff Office; U.S.Marshall Housing
- Meeting With Columbus Reservoirs Issues With Neighbors; It Is Columbus Land; Do As Wish With It
- Dodgers Wednesday

Commissioner O'Brien

- Attended The Community Action Organizational Meeting; Goals
- Attended EMA Meeting; Budget Discussion And Reimbursable Grants
- Attended A Farm Bureau Meeting

Commissioner Thompson

- Attend The Ohio Wild Life 25th Anniversary Event On Saturday

RESOLUTION NO. 09-1256**7:30 PM FINAL HEARING FOR THE RHODES #7 WATERSHED DITCH PETITION PROJECT:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to open the Hearing at 7:33PM.

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

RESOLUTION NO. 09-1257

IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

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

RESOLUTION NO. 09-1258

IN THE MATTER OF CLOSING THE PUBLIC HEARING TO ADDRESS THE RHODES #7 WATERSHED DITCH PETITION PROJECT:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to close the Hearing at 8:55PM.

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

RESOLUTION NO. 09-1259

IN THE MATTER OF THE COMMISSIONERS' DISMISSING THE MAIN PORTION OF THE RHODES #7 WATERSHED DITCH PETITION PROJECT DUE TO: THE COST EXCEEDS THE BENEFITS OF THE PROJECT:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve dismissing The Main Portion Of The Rhodes #7 Watershed Ditch Petition Project due to **cost exceeds the benefits of the project.**

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

RESOLUTION NO. 09-1260

IN THE MATTER OF APPROVING THAT THE COSTS, NOT TO EXCEED \$15,000.00, FOR THE PROCEEDINGS OF THE MAIN PORTION OF THE RHODES #7 WATERSHED DITCH PETITION PROJECT, INCLUDING THE COST INCURRED BY THE BOARD OF COMMISSIONERS, THE COUNTY ENGINEER AND THE DELAWARE SOIL AND WATER CONSERVATION DISTRICT IN MAKING SURVEYS, PLANS, REPORTS AND SCHEDULES BE DISTRIBUTED TO THE LANDOWNERS IN THE SAME RATIO AS DETERMINED IN THE FINAL ESTIMATED ASSESSMENTS PRESENTED AT THE HEARING:

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

Whereas, the costs, not to exceed \$15,000.00, for the proceedings of The Main Portion Of The Rhodes #7 Watershed Ditch Petition, including the cost incurred by the Board Of Commissioners, The County Engineer And The Delaware Soil And Water Conservation District in making surveys, plans, reports and schedules will be distributed to the landowners in the same ratio as determined in the final estimated assessments presented at the hearing, and

THEREFORE BE IT RESOLVED, that the land owners shall be given the option to pay the cost in a single installment or over two years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land in the watershed, to pay the cost incurred For The Main Portion Of The Rhodes #7 Watershed Ditch Petition Process. No Interest Shall Be Charged on the installments.

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

RESOLUTION NO. 09-1261

IN THE MATTER OF ADJOURNING THE MEETING:

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

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

Todd Hanks

Ken O'Brien

Tommy Thompson