

COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 14, 2010

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

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

9:30 AM Reconvening Of The Final Hearing For The Scott #604 And Dutcher #477 Watershed Ditch Petition Project For The Board To Hear All Claims For Compensation Or Damages For Lateral 2

RESOLUTION NO. 10-764

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 10, 2010:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on June 10, 2010; and

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

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

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

PUBLIC COMMENT

Ron Bullard, Berlin Township Trustee, Wishes To Comment During Scott/Dutcher Ditch Petition Item (Refer To Cd Minutes For Entire Record)

RESOLUTION NO. 10-765

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0611, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0611:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0611, memo transfers in batch numbers MTAPR0611 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
New Horizons	Educational Work Force Investment	22311614-5348	\$20,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Desc</u>	<u>Line Account</u>	<u>Line Amount</u>	<u>Line Number</u>
R1004015	HOUSE OF NEW HOPE	RESIDENTIAL TREATMENT	22511607 - 5342	\$75,000.00	0001
R1004028	VILLAGE NETWORK	RESIDENTIAL TREATMENT	22511607 - 5342	\$255,000.00	0001
R1004633	SMITH, ROBERT	BOARD & CARE/TRAVEL	22511607 - 5350	\$6,563.50	0001
R1004626	SWAN, DOUG	BOARD & CARE/TRAVEL	22511607 - 5350	\$5,116.40	0001

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

RESOLUTION NO. 10-766

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

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The Child Support Enforcement Agency is requesting that Kelly Mills attend an OCDA Committee Meeting in Columbus, Ohio July 9, 2010, at the cost of \$12.00 (Fund Number 23711630).

The 911 Communications Department is requesting that Elissa Sessley attend an ETC-I Course in Delaware, Ohio July 13-15, 2010, at the cost of \$475.00 (911 funds).

The 911 Communications Department is requesting that Rob Farmer, Elissa Sessley, Kathy Coy and Brittany Craig attend an EMD_Q Certification Course in New Albany, Ohio June 28-29, 2010, at the cost of \$2,000.00 (911 funds).

The Administrative Services Department is requesting that Gina Fasone attend a 2010 Diversity Job Fair Expos in Worthington, Ohio June 23, 2010; at the cost of \$310.00 (Fund Number 10011108).

The Facilities Department is requesting that Sam Porteous attend a Incident Response To Terrorist Course at Olentangy High School June 22, 2010; at no cost.

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

RESOLUTION NO. 10-767

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR GLEN OAK SECTION 5, PHASE A AND LITTLE BEAR VILLAGE SECTION 2:

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

Glen Oak Section 5, Phase A

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 his recommendation that the roadways within the referenced subdivision be accepted into the public system and that the **Orange Township Trustees** be notified of your action.

The roadways to be accepted are as follows:

- An addition of 0.03 mile to **Township Road Number 1409, Primrose Avenue**
- An addition of 0.17 mile to **Township Road Number 1574, Marigold Street**

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

The Engineer also request approval to return the Bond being held as maintenance surety to the developer, Dominion Homes.

Little Bear Village 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 his recommendation that the roadways within the referenced subdivision be accepted into the public system and that the **Orange Township Trustees** be notified of your action.

The roadways to be accepted are as follows:

- An addition of 0.03 mile to **Township Road Number 640, Oak Creek Drive**
- An addition of 0.06 mile to **Township Road Number 700, Gladshire Boulevard**
- An addition of 0.51 mile to **Township Road Number 1599, Little Bear Loop**

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, Little Bear Development, LLC.

Vote On Motion Mr. Hanks Aye Mr. O'Brien Absent Mr. Thompson Aye

RESOLUTION NO. 10-768

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR GLEN OAK SECTION 5, PHASE A AND LITTLE BEAR VILLAGE SECTION 2:

It was moved by Mr. Hanks, seconded by Mr. Thompson to establish stop conditions for the following:

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Stop Conditions – Glen Oak Section 5, Phase A

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

- On Township Road Number 1409, Primrose Avenue, at its intersection with Township Road Number 1574, Marigold Street

Stop Conditions –Little Bear Village 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 640, Oak Creek Drive, at its intersection with Township Road Number 1599, Little Bear Loop
- On Township Road Number 700, Gladshire Boulevard, at its intersection with Township Road Number 1599, Little Bear Loop

Vote On Motion Mr. O'Brien Absent Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 10-769

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

It was moved by Mr. Hanks, seconded by Mr. Thompson 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
U10-041	CENTURYLINK	SOUTH GALENA RD	BURY CABLE
U10-047	WIDE OPEN WEST	CAMBRIDGE SUBDIVISION	INSTALL CABLE

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

RESOLUTION NO. 10-770

IN THE MATTER OF PROVIDING CONCURRENCE WITH AN AGREEMENT BETWEEN THE OHIO DEPARTMENT OF TRANSPORTATION AND GENOA TOWNSHIP FOR MAINTENANCE OF IMPROVEMENTS AT THE INTERSECTION OF STATE ROUTE 3 AND FREEMAN ROAD:

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

Whereas, the Genoa Township Board of Trustees plans to make improvements to the intersection of State Route 3 and Freeman Road in cooperation with the Ohio Department of Transportation (ODOT) and Delaware County, and;

Whereas, ODOT and Genoa Township are entering into a maintenance agreement for the purpose of maintaining transportation facilities located in each others' respective rights of way, and;

Whereas, ODOT and Genoa Township have asked for the County's concurrence with the agreement;

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

Delaware County concurs with the following language stated in the maintenance agreement between ODOT and Genoa Township:

DEL-SR3-2.78
(SR3/Freeman Road Intersection Improvement)
PID Number 85274

Genoa Township shall allow ODOT to enter onto the township's right of way in the project area as defined in the project plan set referenced above, to maintain any roadway related items, including but not limited to the following:

- Drainage items (including but not limited to drainage outlets, ditches, etc.)
- Signal and traffic control related items and equipment (including, but not limited to strain poles, signage, pull

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boxes, etc.)

ODOT shall allow Genoa Township to enter onto the state's right of way in the project area as defined in the project plan set listed above to maintain any multi use path related items, included but not limited to the following:

Pavement items (including but not limited to pavement maintenance, pavement markings, etc.)
Associated multi use path signage.

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

RESOLUTION NO. 10-771

IN THE MATTER OF DECLARING THE NECESSITY FOR IMPROVEMENTS TO DEL-CR 124-1.03, HOME ROAD WIDENING AT CONCORD TOWNSHIP HALL, APPROVING PLANS, SPECIFICATIONS, ESTIMATE, AND SETTING THE BID DATES FOR THE PROJECT KNOWN AS DEL-CR 124-1.03, HOME ROAD WIDENING AT CONCORD TOWNSHIP HALL:

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

Whereas, Section 5555.022 of the Revised Code provides that a Board of County Commissioners may find by a majority vote that the public convenience and welfare require the improving of any part of any public road, may fix the route and termini of the Improvement and may authorize such Improvement, and;

Whereas the County Engineer has determined that, due to the addition to the Concord Township Hall, Home Road needs to be widened and turn lanes added to increase the safety of the traveling public in that area; and

Whereas the County Engineer has prepared plans, specifications and estimates for the Improvement, and;

Whereas the County Engineer has estimated the construction cost of the Improvement to be Four Hundred Fifty-four Thousand Three Hundred Dollars (\$454,300).

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

Section 1: The public convenience and welfare require the widening of Home Road 0.36 miles on the south side of Home Road in front of the Concord Township Hall, and that the Improvement known as DEL-CR 124-1.03, Home Road Widening at Concord Township Hall, be initiated for such purpose; and

Section 2: The costs for said Improvement will be paid for from any funds appropriated for road and bridge construction and that no special levies or assessments shall be made to pay for the Improvement; and

Section 3: The plans, specifications and estimates for the project known as DEL-CR 124-1.03, Home Road Widening at Concord Township Hall are hereby approved, and;

Section 4: The County Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Invitation to Bid:

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015 until 10:00 am. on Tuesday, July 13, 2010, at which time they will be publicly opened and read aloud, for the project known as DEL-CR 124-1.03, Home Road Widening at Concord Township Hall.

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR DEL-CR 124-1.03". Bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost, and may be submitted with the Bid Proposal.

Copies of the plans and specifications must be obtained from the Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015. Cost for printed copies of each set of plans & specifications is \$20 and the cost is non-refundable. Plans and specifications may also be downloaded, free of charge, from the Delaware County Engineer's website at www.co.delaware.oh.us/ebids. All bidders must register as a plan holder with the Delaware County Engineer's Office in person or through the website.

The Owner requires that all work associated with the project be completed before August 27, 2010. The estimated commencement of work date is July 19, 2010.

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

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Bidders shall comply with all applicable provisions.

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

Delaware Gazette Advertisement Dates:

June 18, 2010

June 25, 2010

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

RESOLUTION NO. 10-772

IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATES AND SETTING THE BID DATES FOR THE PROJECT KNOWN AS DEL-CR198-0.01 RADNOR ROAD OVER SCIOTO RIVER:

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

Whereas, the Board of Commissioners declared, by resolution 09-1216, the necessity for Improvements to Radnor Road (County Road 198) including replacement of the bridge over the Scioto River and authorized the County Engineer to prepare plans, specifications, and estimates for said Improvement, and;

Whereas the County Engineer has prepared plans, specifications and estimate for the Improvement, and;

Whereas the County Engineer has estimated the construction cost of the Improvement to be One Million Six Hundred and One Thousand Dollars (\$1,601,000), and;

Whereas, the Ohio Public Works Commission has approved a grant for up to Three Hundred Thirty Thousand Dollars (\$330,000) of construction costs for said Improvement, and;

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

Section 1: The plans, specifications and estimates for the Improvement known as DEL-CR198-0.01 are hereby approved, and;

Section 2: No special levies or assessments shall be made to pay for the Improvement, and;

Section 3: The County Engineer is authorized to advertise for and received bids on behalf of the Board in accordance with the following Invitation to Bid:

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00am on July 6, 2010, at which time they will be publicly opened and read aloud, for the project known as DEL-CR198-0.01, Radnor Road over Scioto River.

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR DEL-CR198-0.01". Bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost, and may be submitted with the Bid Proposal.

Copies of the plans and specifications must be obtained from the Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015. Cost for printed copies of each set of plans & specifications is \$20 and the cost is non-refundable. Plans and specifications may also be downloaded, free of charge, from the Delaware County Engineer's website at www.co.delaware.oh.us/ebids. All bidders must register as a plan holder with the Delaware County Engineer's Office in person or through the website.

The Owner requires that all work associated with the project be completed before November 30, 2010. The estimated commencement of work date is July 21, 2010.

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

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

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June 18, 2010
June 25, 2010

Vote On Motion Mr. Thompson Aye Mr. O'Brien Absent Mr. Hanks Aye

RESOLUTION NO. 10-773

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Whereas, The Director of 911 Communications recommends to accept the resignation of Mary Blackstone a Telecommunicator; effective date June 5, 2010.

Therefore Be It Resolved, the Commissioners accept the resignation of Mary Blackstone a Telecommunicator; effective date June 5, 2010.

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

RESOLUTION NO. 10-774

IN THE MATTER OF DECLARING PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE AND THE INTENT OF SELLING SUCH PROPERTY VIA INTERNET AUCTION:

MOTION: by Mr. Hanks, Seconded by Mr. Thompson to approve and execute Resolution No.10-774 declaring Personal Property obsolete, unfit, or not needed for public use and the intent of selling such property via internet auction.

WHEREAS, Delaware County has personal property not needed for public use, obsolete, or unfit for the use for which it was acquired; and

WHEREAS, Ohio Revised Code Section 307.12 (E) allows, by resolution adopted each calendar year, the sale of such property by internet auction; and

WHEREAS, the Delaware County Board of Commissioners passed Resolution 10-37 on January 11, 2010, declaring its intent to sell such property by internet auction; and

WHEREAS, Delaware County has personal property not needed for public use, obsolete, or unfit for the use for which it was acquired, currently in the possession of the Delaware County Sheriff's Office;

WHEREAS, certain of such property may require a signature to transfer such property from the county to a buyer;

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio, that the property listed in "Addendum A" be sold in the manner prescribed in Resolution 10-37. The President of the Board of Commissioners is hereby authorized to sign any documents needed to transfer such property on behalf of the Board.

ADDENDUM "A"

This document identifies the property referred to in the above Resolution.

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Item	Brand	Serial #
1 Weed Eater	Stihl	
2 Heater	Master	
3 Musical Instrument	Yamaha	
4 Weed Eater	Homelite	
5 Manual Battery Charger	Die Hard	
6 Radio/Charger	Dewalt	
7 Tools	Misc.	
8 Battery Tester		
9 Lights		
10 Silverware Box		
11 Tool Box	Taskforce	
12 Tool Box	Craftsman	
13 Computer Accessories	Win TV	
14 Faucet	B&K	
15 Faucet	B&K	
16 Photographic Equipment	Kodak	
17 Photographic Equipment	Sony	
18 Games	Pavillon	
19 CD Radio	Cobra	
20 Faucet	Mueller	
21 Faucet	Mueller	
22 Alarms/Lights	Radio Shack	
23 Router	Craftsman	
24 Wireless Mouse	Microsoft	
25 Electrical/Plumbing Supplies		
26 Sander	Dewalt	
27 Ink Cartridge & Photo Paper Kit	Kodak	
28 Weed Eater	Ryobi	
29 Roofing Nails	Profit	
30 1989 Ford Econoline E-150 Van		Vin# 1FDEE14N1KHA46715
31 2001 BMW X5		Vin# WBFAFA53571LP25846
32 Suzuki RM65 motorcycle		Vin# KBKXEBC83A002527
33 1994 Chevy Astro Van		Vin# 1GCDM19Z9RB238346
34 1995 GMC Safari SL Van		Vin# 1GDDL19W6SB554233
35 2000 Lincoln LS		Vin# 1LNHM87A3YY804225
36 Digital Audio Lab System	Elite	
37 CD Player-2, CD Receiver-3, MP3 Player,	Westinghouse-JVC-Pioneer-Aiwa	
38 Tool Box	Husky	
39 Play Station	Sony	
40 Airless Paint Sprayer	Wagner	
41 Bicycle	Roadmaster	
42 Bicycle 5 speed	MGX Prowler	
43 10" compound miter saw	Sear	
44 Cordless Drill/Jigsaw/Trim Saw, batteries, chargers	Dewalt	
45 Electric staple nail gun & hammer drill, bucket of misc	Arrow-Dewalt	

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Item	Brand	Serial #
46 Mechanics stool	Craftsman	
47 White ceiling light fixture	Portfolio	
48 Cordless Drill, battery, charger	Dewalt	
49 Work Radio, charger	Dewalt	
50 Torque Drill Driver-2, one battery	Craftsman	
51 Electric reciprocating cut saw, circular saw, jig saw	B&D, Craftsman, Skil	
52 Rotary Hammer	Porter Cable	
53 Motorcycle fenders	Harley-Davidson	
54 Tool set with case	Alltrade	
55 Golf Clubs, 3 & 5 wood, driver	Golden Bear	
56 Golf Clubs, Irons, Driver, Putter	Taylor Made	
57 Sump pump	Hydromatic	
58 Vehicle power system, 750 watt	Husky	
59 Framing Nailer	Porter Cable	
60 Bucket of misc tools		
61 Golf club driver-Big Bertha	Callaway	
62 Industrial air compressor	Craftsman	
63 Golf bag, driver, woods, irons, putter	Titleist	
64 Box of car accessories		
65 1997 BMW 328i		Vin# WBABG1327VET03758
66 2002 Ford Explorer XLT		Vin# 1FMZU73E12UA82209
67 2001 Nissan Maxima		Vin# JN1CA31A51T100147
68 1999 Chevy Venture Van		Vin# 1GNDX03EXXD343154
69 2001 Dodge Intrepid		Vin# 2B3HD46R01H650160
70 1999 Ford Econoline E-350 Van		Vin# 1FBSS31LXXHB43373

Vote On Motion Mr. Hanks Aye Mr. O'Brien Absent Mr. Thompson Aye

RESOLUTION NO. 10-775

IN THE MATTER OF ESTABLISHING A STANDARD OPERATING POLICY REGARDING SEWER USER PENALTIES FOR THE DELAWARE COUNTY REGIONAL SEWER DISTRICT:

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

Whereas, the Delaware County Regional Sewer District bills sanitary sewer users a quarterly user fee pursuant to ORC 6117.02 and resolution 04-1601 of the Board of Commissioners, and

Whereas, sewer users are given approximately 30 days to pay their bill, and

Whereas, payments are considered “late” after the due date and are subsequently charged 5% of their current balance, and

Whereas, per the Ohio Revised Code, the Board of Commissioners does not have authority to “waive” late fees, and

Whereas, for functionality of the district, the staff recommends adopting a formal policy to set the late fee penalties at \$0.00 for specific conditions, and

Whereas, the policy is intended to maintain an efficient working relationship with our customers and reduce complaints to supervisors and beyond, and

Whereas, staff has developed a formal policy to be used by the Regional Sewer District.

Therefore be it resolved, that the Board of County Commissioners approve the Standard Operating Policy regarding Sewer User Penalties for the Regional Sewer District as provided below.

**Delaware County
Regional Sewer District
Standard Operating Policy**

Subject: Sewer User Penalties
Effective: TBD
Supersedes: All
This Sheet: 1
Total: 1

AUTHORITY:

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Ohio Revised Code 6117.02
Commissioners Resolution 10-_____

PURPOSE:

The purpose of this policy is to establish when late fee penalties (Penalties) will be fixed at \$0.00 for sewer user accounts. Assessing Penalties as stipulated under this policy will allow staff to efficiently process customer requests while maintaining customer satisfaction and overall Sewer District productivity.

GENERAL:

Section 1- Penalty Fixed at \$0.00

The Penalty will always be fixed at \$0.00 for any of the following reasons:

1. The Penalty was due to an error of the Regional Sewer District staff or billing software.
2. The Penalty was incurred by a prior owner of said property, pursuant to Ohio Revised Code 6117.02, Ohio Attorney General Opinion 81-030.

Section 2 – Penalty Conditionally Fixed at \$0.00

The Penalty will be fixed at \$0.00 for the following reasons if the customer has had no other Penalty fixed at \$0.00 during the previous three (3) years on the subject account, and

1. The customer has used an incorrect Sewer District account number, but has remitted payment in full and by the due date, or
2. The Penalty was a result of a serious family illness or death, or
3. The Penalty was the result of failing to receive a bill.

In the event that multiple Penalties have been applied to a customer’s account, only the first applied Penalty may be fixed at \$0.00 in accordance with Section 2 above.

Vote On Motion Mr. O'Brien Absent Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 10-776

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Whereas, The Director of Job and Family Services recommends to accept the resignation of Julie King with Job and Family Services; effective date June 16, 2010.

Therefore Be It Resolved, the Commissioners accept the resignation of Julie King with Job and Family Services; effective date June 16, 2010.

Whereas, The Director of Job and Family Services recommends to end the probationary period and approval of the end-of-probationary pay raise for Scott Rickel a Social Services Worker III with Job and Family Services; effective May 31, 2010.

Therefore Be It Resolved, the Commissioners approve ending the probationary period and approve the end-of-probationary pay raise for Scott Rickel a Social Services Worker III with Job and Family Services; effective May 31, 2010.

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

RESOLUTION NO. 10-777

IN THE MATTER OF AMENDING THE PREVENTION, RETENTION, AND CONTINGENCY PROGRAM (PRC) WITH THE DEPARTMENT OF JOB AND FAMILY SERVICES:

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

Whereas: The Department of Job and Family Services is eligible to receive Temporary Assistance to Needy Families (TANF) funds in the amount of \$245,635 to operate a Summer Youth Employment Program for eligible TANF recipients; and

Whereas: the Job and Family Services Community Planning Advisory Committee recommends the

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implementation of this program; and

Whereas: the program will be included in the PRC plan;

Now Therefore Be it Resolved by the Board of County Commissioners of Delaware County, Ohio, that the PRC Plan be amended to include the Summer Youth Employment Program

Summer Employment Program for Youth

The Summer Youth Employment Program will enable low income TANF-eligible Delaware County youth to gain valuable work experience while earning a paycheck to help meet basic needs. Summer employment programs will offer the opportunity for youth to develop a work history and have a current reference from an employer. The financial standard for eligibility is 200% of FPL. Delaware County will subsidize employment up to 100%. This program will operate for three months, June 1, 2010 through August 31, 2010.

The types of persons that may be served are:

- Youth ages 14-17, as long as the youth is a minor child in a needy family and is in school (youth may be 18 if they are a full time student in a secondary school) ;
- Youth ages 18-24, as long as they are in a needy family that also has a minor child; or
- Youth ages 18-24 that have a minor child and are considered needy.

The youth served may be non-custodial parents as long as they are considered "needy" and have a minor child.

* Youth ages 18-24 who are legal custodians and legally obligated to support and care for a child. They must have a child support order and the child must reside in Delaware County.

Activities to be utilized under this program include:

- Payments to employers for wages (at no higher than \$10.00) and fringe benefits (excluding health benefits);
- Payments to third parties to operate the program;
- Recruitment and development of employers for the program;
- Other ancillary services which are offered by the employer to the subsidized employment participants including:
 - o Work related items such as uniforms, tools, licenses or certifications;
 - o Case management activities related to the program; and
 - o Job coaches and mentors.
- Worker compensation expenses;
- FICA.

TANF Subsidized Summer Employment Program for Youth meets the first two purposes of TANF:

1. To provide assistance to needy families so that the children may be cared for in their homes or the homes of relatives;
2. To end dependence of needy parents on governmental benefits by promoting job preparation, work and marriage.

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

RESOLUTION NO. 10-778

IN THE MATTER OF APPROVING THE SUBSIDY AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE OHIO DEPARTMENT OF HEALTH AND THE DELAWARE COUNTY JOB & FAMILY SERVICES AS ADMINISTRATIVE AGENT FOR AND ON BEHALF OF THE FAMILY AND CHILDREN FIRST COUNCIL OF DELAWARE COUNTY FOR THE HELP ME GROW PROGRAM:

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

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

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

**SUBSIDY AGREEMENT
BETWEEN
THE OHIO DEPARTMENT OF HEALTH
AND
DELAWARE COUNTY JOB & FAMILY SERVICES
ADMINISTRATIVE AGENT FOR AND ON BEHALF OF
THE FAMILY AND CHILDREN FIRST COUNCIL OF DELAWARE COUNTY**

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
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PREAMBLE

The Ohio Department of Health (hereinafter "ODH") whose address is 246 North High Street, Columbus, Ohio 43215, and Delaware County Job & Family Services, the Administrative Agent for and on behalf the Family and Children First Council of Delaware County, (hereinafter "**County FCFC**"), whose address is 140 N. Sandusky, Delaware, Ohio 43015-0570, hereby enter into this Subsidy Agreement (**Agreement**) as authorized by Am. Sub. HB 1 of the 128th General Assembly. For the purposes of this Subsidy Agreement, the term "parties" means ODH and the **County FCFC** collectively. The term "**County Help Me Grow Program**" refers to the entities responsible for carrying out the purpose and scope of this agreement including the program components in Delaware County.

PURPOSE AND SCOPE

WHEREAS, the **County FCFC** wishes to administer and monitor funds made available through the Help Me Grow line item in the state biennial budget to **ODH** to implement and maintain a coordinated, community-based infrastructure that promotes trans-disciplinary, family-centered services for expectant parents, newborns, infants, toddlers and their families in collaboration and cooperation with other state and local agencies. In addition, activities conducted through the **County Help Me Grow program** shall support the following commitments to family and child-well being:

- Increase healthy pregnancies
- Improve parenting confidence and competence
- Increase family connectedness to community and social support
- Improve child health, development and readiness

WHEREAS, the provision of such funds are to be used to support Governor Strickland's plan to provide every child a fair start through access to high quality early care and learning; and

WHEREAS, the provision of such funds and services will benefit the citizens of Ohio in a manner consistent with the overall mission of **THE OHIO DEPARTMENT OF HEALTH** to **protect and improve the health of all Ohioans**;

NOW THEREFORE, THE OHIO DEPARTMENT OF HEALTH will provide to the **County FCFC** an amount not to exceed \$332,014.00 for the period July 1, 2010 through June 30, 2011 to provide program services for expectant parents and children under age three who meet the eligibility requirements set forth in rule **3701-8-02 of the Ohio Administrative Code**.

I. Objectives:

The objectives of this Agreement are to (1) set forth the process by which ODH will distribute funds to the **County FCFC**; and (2) to define the responsibilities of the respective parties for the administration of the program. ODH and the **County FCFC**, in consideration of the mutual promises hereinafter expressed and intending to be legally bound, agree to the following.

II. Responsibilities of the County FCFC The County FCFC shall:

A. Administer and monitor funds provided to the **County Help Me Grow Program** by ODH through the state biennial budget for fiscal year 2011 for carrying out one or more of the following Program Components as further described in Attachment 1, which is incorporated herein):

1. Outreach; child find; intake and referral; and procedural safeguards;
2. Service coordination; and development, implementation and review of the Individualized Family Service Plan (IFSP- Part C Families)
3. Evaluation to determine eligibility for Part C Early Intervention services;
4. Ongoing screening and assessment;
5. Home visitation by home visitors as defined in the Home Visitation Policy;
6. Parent education using an evidenced-based curriculum approved by ODH;;
7. Family need-based referral and resource linkage;
8. Transition into a development —enhancing program at age three.

B. Assure that services are:

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1. Established by a partnership between families and community resources;
 2. Voluntary and non-punitive;
 3. Culturally sensitive and responsive to families;
 4. Transitional - families use services when they are in need; involvement ends when the problem has been resolved or when the family chooses to exit;²
 5. A combination of prevention and intervention;
 6. Delivered through home and community-based service mechanisms;
 7. Respectful of families as equal partners in planning, implementation, evaluation and governance;
 8. Based on a local partnership with the Family and Children First Council and the Early Childhood Coordinating Committee and community organizations;
 9. Accessible through a highly visible, neutral point of contact (Centralized Intake and Referral);
 10. Holistic (providing health, educational, developmental and social services), utilizing the strengths of the family to enhance the development of the young children in the family and foster the family's self sufficiency;
 11. Offered to parents prenatally and infants and toddlers who meet eligibility criteria
 12. Supportive to parents.
- C. Comply with and assure that all agencies contracting with the County FCFC comply with Individual with Disabilities Education Act (IDEA) and regulations under 34 Code of Federal Regulations (CFR) Part 303; Help Me Grow rules codified in Chapter 3701-8 of the Ohio Administrative Code; and Help Me Grow Policies, as applicable.
- D. Assure existing services to families of children birth to age three are continued.
- E. Assure that the confidentiality and privacy of each child record is maintained.
- F. Agree to work with the Ohio Department of Health, Bureau of Early Intervention Services, Ohio Family and Children First and community organizations in implementing Help Me Grow and in meeting the Help Me Grow, Program Goals and Performance Measures (herein referred to and incorporated as Attachment 1) and the 6-Year State Performance Plan Benchmarks submitted to the U.S. Department of Education. (See the Help Me Grow Website - www.ohiohelpmegrow.org.)
- G. Assure that all professionals funded through the **County FCFC** and licensed by the state of Ohio as appropriate, shcomply with their licensure requirements.
- H. Assure that project directors, clinical supervisors, service coordinators and home visitors in the **County Help Me Grow Program** are credentialed as outlined in the Help Me Grow Personnel Standards Policy.
- I. Assure that service coordinators, home visitors and all personnel providing services to families meet ODH training requirements and receive at least the minimum number of hours of clinical supervision per month as outlined in the Help Me Grow Clinical Supervision Policy.
- J. Employ/designate a **County Help Me Grow Program Project Director (PD)** to assure successful implementation of the program. This position will be a full time equivalent (1.0 FTE) position in most counties. The Help Me Grow PD position description will be made available to ODH upon request. **County FCFC** funds may be used to subsidize the position.
- K. Assure all **County FCFC Subcontractors** for Help Me Grow services comply with the data collection, data entry and data reporting in the Early Track system as mandated by ODH. Assure all required data is accurately and completely entered into the Early Track data system in a timely manner. Timely is defined as within thirty (30) days of the update or occurrence as stated in HMG Data Collection, Data Management

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and Reporting Policy.

- L. Submit a proposed county budget for the use of GRF funds as a part of this agreement on the required excel form. (Attachment 2) The proposed GRF budget shall be submitted along with the submission of the signed subsidy agreement. An electronic copy shall also be submitted via e-mail to the county assigned Help Me Grow Technical Assistance Program Consultant.
- M. Quarterly and final expenditure reports shall be submitted via electronic mail to the county assigned Help Me Grow Technical Assistance Program Consultant using the required excel form (Attachment 2) on or before the dates listed below:

Quarters	Dates	Due Dates
First Qtr	7/1/2010-9/30/2010	October 15, 2010
Second Qtr.	10/1/2010 — 12/31/2010	January 15, 2011
Third Qtr.	1/1/2011— 3/31/2011	April 15, 2011
Fourth Qtr	4/1/2011 - 6/30/2011	July 15, 2011
Final Report	7/1/2010 - 6/30/2011	August 15, 2011

Failure to submit reports by the due dates will result in a delay in the disbursement of quarterly payments.

N. Submit responses to Attachment 3 (County Implementation of the Home Visiting Program) via e-mail to the county assigned Help Me Grow Program Consultant.

O. Submit two HMG success stories using Attachment 4 with the second quarter report. (See Attachment 4 for instructions and samples) Submit county highlights with the final report question in attachment 4.

**III. Responsibilities of ODH
ODH agrees to:**

- A. Forward to the **County FCFC** in quarterly intervals, an amount not to exceed \$332,014.00 for the period July 1, 2010 through June 30, 2011 (hereinafter "fiscal year 2011") to provide program services for expectant parents and children under age three who meet the eligibility requirements set forth in rule 3701-8-02 of the Ohio Administrative Code. Services shall include child find, home visitation, public and provider awareness, centralized intake and referral, service coordination, procedural safeguards for families, parent education, screening, assessment, and resource linkage.
- B. Ensure that that each county has at least one but no more than 4 Early Track system administrators.
- C. Ensure that County FCFC subcontractors are provided access to the Early Track data system to be used for reporting program activities and related expenditures.
- D. If at any time during the term of this Agreement, ODH determines that the **County FCFC** is not using the funds allocated in accordance with the terms of this Agreement or if data is not entered in a timely manner, ODH may withhold future quarterly payments.

IV. Duration

This Agreement shall become effective on July 1, 2010 or upon the execution of both parties, which ever occurs later, and shall continue in effect until June 30, 2011. It may be terminated by either party upon sixty (60) days advance written notice to the other party. If, at any time, ODH experiences insufficient funds to make future payments under this Agreement, ODH may terminate the Agreement immediately upon written notice to the **County FCFC**. The Agreement may be amended by mutual written agreement of the parties.

V. Disclosure of Personal Health Information (Provisions for Compliance with the Health Insurance Portability and Accountability Act of 1996- HIPAA)

A. **Definition**
Protected Health Information (hereinafter "PHI") is information received from or on behalf of **ODH** that meets the definition of PHI as defined by the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 C.F.R. 164.501, and any amendments thereto.

B. **Permitted Uses and Disclosures**

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The **County FCFC** shall not use or disclose PHI except as provided within this Agreement solely to fulfill the specific contract activities specified herein or as otherwise required under the HIPAA regulations or other applicable law. All subcontractors and agents of the **County FCFC** are limited to the uses or disclosures that ODH is permitted by HIPAA to conduct.

C. Safeguards

The **County FCFC** shall use appropriate safeguards to protect against use or disclosure of PHI not provided for by this Agreement.

D. Reporting of Disclosure

The **County FCFC** shall promptly report to **ODH**, any knowledge of uses or disclosures of PHI that are not in accordance with this contract or applicable law. In addition, the **County FCFC** shall mitigate any adverse effects of such a breach to the extent possible.

E. Agents and Subcontractors

The **County FCFC** shall ensure that all of its agents and subcontractors that receive PHI from or on behalf of or create PHI on behalf of ODH agree to the same restrictions and conditions that apply to **ODH** with respect to the use or disclosure of PHI.

F. Accessibility of Information

The **County FCFC** shall make available to **ODH** such information as it may require to fulfill its obligations to provide access to, provide a copy of, and account for disclosures with respect to PHI pursuant to HIPAA and regulations promulgated by the United States Department of Health and Human Services, including, but not limited to, 45 C.F.R. Sections 164.524 and 164.528 and any amendments thereto.

G. Amendments of Information

The **County FCFC** shall make PHI available to ODH in order for ODH to fulfill its obligations pursuant to HIPAA to amend the information and shall, as directed by **ODH**, incorporate any amendments into the information held by the **County FCFC** and ensure incorporation of any such amendments into information held by its agents or subcontractors.

H. Disclosure

The **County FCFC** shall make available its internal practices, books and records relating to the use and disclosure of PHI received from ODH, or created or received by the **County FCFC** on behalf of **ODH**, to ODH and to the Secretary of the United States Department of Health and Human Services for the purpose of determining ODH's compliance with HIPAA and the regulations promulgated by the United States Department of Health and Human Services and any amendments thereto.

I. Material Breach

In the event of a material breach of the **County FCFC** obligations under this section, **ODH** may at its option terminate this Agreement with regard to the **County FCFC**. Termination of this Agreement shall not affect any provision of this Agreement which, by its wording or nature, is intended to remain effective and to continue to operate in the event of termination.

J. Return or Destruction of Information

Upon termination of this Agreement, the **County FCFC**, at its option, shall return to ODH, or destroy, all PHI in its possession, and keep no copies of the information except as requested by **ODH** or required by law. If the **County FCFC** or its agent or subcontractor destroys any PHI then the **County FCFC** will provide the **ODH** documentation evidencing such destruction. Any PHI maintained by the **County FCFC** shall continue to be extended the same protections set forth in this Agreement for as long as it is maintained.

K. Management and Administration

ODH permits the **County FCFC** to use PHI obtained from **ODH** for management and administration purposes or to carry out legal responsibilities. ODH permits the **County FCFC** to disclose PHI obtained from **ODH** if the disclosure is required by law.

L. The **County FCFC** hereby agrees that the information provided or made available by **ODH** shall not be used or disclosed other than as permitted or required by this **Agreement** or as required by law. The **County FCFC** will establish and maintain appropriate safeguards to prevent any use or disclosure of the information, other than as provided for by this **Agreement** [ref. 45C.F.R.164.504(e)(2)(ii)(A)(B)]. The **County FCFC shall** immediately report to **ODH** any discovery of use or disclosure of information not provided for or allowed by this **Agreement**.

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M. The **County FCFC** hereby agrees that anytime information is provided or made available to any subcontractor or agent, the **County FCFC** must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions, and restrictions on the use and disclosure of information as contained in this **Agreement**. Contracts must be made available for review by ODH upon request. Further, the **County FCFC** agrees to make available and provide right of access to an individual of their protected health information when that protected health information is obtained in the performance of the **County FCFC** obligations under this **Agreement**.

VI. General Provisions:

The parties to this Agreement agree that:

- A. This Agreement and the obligations of the parties hereto are subject to the provisions of Section 126.07 of the Revised Code.
- B. In the performance of this Agreement, there shall be no discrimination against any person because of race, color, sex, religion, national origin, age, handicap, veteran status, or any other factor specified in the Civil Rights Act of 1964, as amended, in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights.
- C. No party is responsible to the other parties for nonperformance or delay in performance of the terms of this Agreement due to acts of God, wars, riots, strikes, or other causes beyond the control of the parties.
- D. The **County FCFC** agrees to accept and be responsible for the actions or omissions of its agents, officers, and employees arising out of this agreement, and nothing in this agreement shall be interpreted or construed to place responsibility for professional acts or omissions onto ODH; and ODH agrees to accept and be responsible for the actions or omissions of its agents, officers, and employees arising out of this agreement, and nothing in this agreement shall be interpreted or construed to place any responsibility for professional acts or omissions onto the **County FCFC**.
- E. Each paragraph of this Agreement is an independent paragraph. The holding of any paragraph or part thereof to be unconstitutional, void, or legally ineffective for any reason does not affect the validity or effectiveness of any other paragraph or part thereof. The remainder of the Agreement remains fully enforceable.
- F. All the terms and conditions of this Agreement are embodied herein. No other terms and conditions will be considered a part of this Agreement unless expressly agreed upon in writing and signed by the parties.
- G. This Agreement shall be construed in accordance with the laws of the State of Ohio.
- H. County FCFC, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01 S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The **County FCFC** understands that failure to comply with Executive Order 2007-01 S is, in itself, grounds for termination of this contract or grant and may result in the loss of other contracts or grants with the State of Ohio.
- I. **County FCFC** represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either O.R.C. Section 153.02 or O.R.C. Section 125.25. If this representation and warranty is found to be false, this Agreement is void ab initio and **County FCFC** shall immediately repay to **ODH** any funds paid under this Agreement.

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

RESOLUTION NO. 10-779

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

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

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

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

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

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Oesterlen 1918 Mechanicsburg Road Springfield, Ohio 45503	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
The Village Network P.O. Box 518 Smithville, Ohio 44677	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

(A copy of each of these contracts is available in the Commissioners' Office until no longer of administrative value).

Vote On Motion Mr. Thompson Aye Mr. O'Brien Absent Mr. Hanks Aye

RESOLUTION NO. 10-780

IN THE MATTER OF ADOPTING THE AGREEMENT BETWEEN THE DELAWARE BOARD OF COUNTY COMMISSIONERS, THE DIRECTOR OF THE DEPARTMENT OF JOB AND FAMILY SERVICES AND THE OHIO COUNCIL 8 AND LOCAL 3072, AMERICAN FEDERATION OF STATE AND COUNTY AND MUNICIPAL EMPLOYEES:

It was moved by Mr. Hanks, seconded by Mr. Thompson, to adopt the Agreement entered into the 1st Day of June 2010, between the Delaware Board of County Commissioners, the Director of the Department of Job and Family Services, and the Ohio council 8 and Local 3072, American Federation of State, County and Municipal Employees:

**NEGOTIATED AGREEMENT
BETWEEN
DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
AND
OHIO COUNCIL 8 AND LOCAL 3072
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
JUNE 1, 2010 THROUGH DECEMBER 31, 2010**

PREAMBLE

This Agreement, entered into this 1st day of June, 2010, between the Board of County Commissioners (the "Board") and the Director of the Department of Job and Family Services (the "Director") of Delaware County, as the joint appointing authority of employees in the bargaining unit (when referred to jointly, the "Employer"), and Ohio Council 8 and Local 3072, American Federation of State, County and Municipal Employees (the "Union"). "Employer" and "Union" shall include all agents and representatives of the Employer or Union, as the case may be.

**ARTICLE 1
RECOGNITION**

- A. The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all members of the bargaining unit as defined in paragraph (B) below.
- B. The bargaining unit shall include: All full-time and regular part-time employees of the Delaware

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County Department of Job and Family Services, including Account Clerk 2; Clerical Specialist; Employment Services Counselor; Employment Services Representative; Fiscal Specialist; Income Maintenance Case Control Reviewer/Trainer; Income Maintenance Worker 3; Investigator/Fraud II; Quality Assurance; Receptionist/Typist 2; Social Service Aide 2; Social Services Case Worker II; Social Service Worker 1; Social Service Worker 2; and Social Service Worker 3.

Excluded from the bargaining unit are all management-level, confidential, supervisory and professional employees as defined in the Act; all seasonal and casual (intermittent) employees as determined by the State Employment Relations Board; including, Accountant 3/Fiscal Supervisor; Administrative Assistant Supervisor; Children's Services Administrator; County Job and Family Services Director 2; Eligibility Referral Supervisor; Human Resource Officer; and Social Service Supervisor 1.

Should the Employer create a new position, the parties will meet within ten (10) days to discuss inclusion or exclusion of the newly created position from the bargaining unit. If the parties fail to reach an agreement on the position, either party may file a unit clarification petition with the State Employment Relations Board for a final determination.

C. If the parties agree that the newly created position should be included in the bargaining unit, or if SERB determines the newly created position is included in the bargaining unit, the parties shall meet to negotiate the rate of pay.

D. If the parties are unable to reach agreement on the rate of pay for a newly created classification, the Employer may implement its last offer on the wage rate pending contract negotiations.

**ARTICLE 2
MANAGEMENT RIGHTS**

A. Except as specifically abridged, delegated, granted or modified by a specific and express term or provision of this Agreement, the Employer retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in management by the laws and the Constitution of the State of Ohio, including but not limited to their right to: determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of services, overall budget, utilization of technology, and organizational structure; determine, and from time to time redetermine as management desires, the number, location, relocation, and type of its operations, and the methods, processes, materials and means to be used in its operations, and to establish, combine, move, relocate, or split up operations; discontinue processes or operations or discontinue their performance by employees in the unit covered by this Agreement and to subcontract out work; establish and change work hours, work schedules and assignments; hire, assign, direct, supervise, and evaluate employees and issue, modify and implement work rules for employees; maintain and improve the efficiency and effectiveness of operations by any means desirable to management; determine the overall methods, processes, means, or personnel by which operations are to be conducted; suspend, discipline, demote, or discharge employees for just cause; lay off, transfer, promote, or retain employees; determine the adequacy of the work force; establish starting rates of pay; determine the overall mission of the Employers office as a governmental unit; effectively manage the work force; and take actions to carry out the mission of the Employer.

B. The management rights set forth above shall not be subject to arbitration or impairment by arbitration award or otherwise except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right. The Employer may exercise any or all of the management rights set forth in this Article II without prior negotiation with or agreement of the Union.

C. Notwithstanding any other provision of this Agreement, the Employer shall have the right, in its sole discretion, to take any action it deems necessary to comply with the requirements of the Americans With Disabilities Act including EEOC and court interpretations of the Act. If a reasonable accommodation for an employee is requested or required, the Employer and the Union may meet to discuss the impact on the bargaining unit and this Agreement. Reasonable accommodations recommended or endorsed by a physician or other appropriate medical services providers and agreed to by the Employer and the employee are not subject to the grievance procedure or other legal challenge.

D. With respect to employee reimbursements, where the Agreement is silent or where the existing language is unclear, the expenditure in question shall not be made until and unless the expenditure is supported by regulations contained in the Administrative Procedure Manual as promulgated by the Ohio Department of Human Services and will not create an audit exception for the agency.

**ARTICLE 3
GRIEVANCE PROCEDURE**

A. The following definitions and terms apply to this Article:

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- (1) A "grievance" is a claim by an employee that the Employer has violated, misinterpreted or misapplied a specific and express term of this written Agreement.
- (2) If an employee fails to file a written grievance or to appeal a grievance to the next step by the stated deadlines, then the grievance shall be considered permanently waived.
- (3) If a supervisor or other Employer representative fails to hold a meeting or to respond to a grievance by the stated deadline, the grievance is automatically advanced to the next step.
- (4) An employee may be accompanied at any stage of the grievance procedure by a representative of his or her choice.
- (5) An employee may present grievances and have them adjusted, without the intervention of the Union. An employee who chooses not to have Union representation in the grievance procedure shall sign a waiver to this affect. An employee, who signs such a waiver, may rescind the waiver at any time.
- (6) Working "Days" means Mondays through Fridays except for paid holidays.
- (7) The parties may mutually agree to an extension of any of the deadlines in this Article.
- (8) A grievance may be brought by an employee of the bargaining unit. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting each employee in the same manner, one member selected by such group may process the grievance as a group grievance, provided the grievance sets forth each employee to be included in the group.

B. The following procedure will be used in processing a grievance:

Step 1: The employee aggrieved may first attempt to settle the matter by conference with his or her immediate supervisor. Any grievance of any disciplinary action taken by the Employer shall be filed in writing as specified in Step 2 within seven (7) working days of the disciplinary action taken and Step 1 shall be waived for purposes of such a grievance.

Step 2: If the grievance is not satisfactorily resolved in the manner provided for in Step 1, or the aggrieved employee chooses not to exercise the option provided in Step 1, the grievance shall be reduced to writing and filed with the employee's Administrator, on a form to be provided by the Employer, within seven (7) working days after the employee knew or should have known the matter complained of has occurred. Such written grievance shall be signed by the aggrieved employee and state the following information with clearness: the exact nature of the grievance, the act or acts complained of, when they occurred, who was involved, the identity of the employee who claims to be aggrieved, the provisions of this Agreement claimed to be violated, and the remedy sought. The Administrator shall give his or her answer in writing within five (5) working days of the filing of the grievance.

Step 3: If the grievance is not satisfactorily resolved in the manner provided for in Step 2, the employee may appeal to the Director, or designee, by filing a written appeal of the grievance within seven (7) working days of the employee's receipt of the Administrator's response. The Director or designee shall hold a meeting with the employee to discuss the grievance and its possible resolution within five (5) working days of the submission of the notice of appeal. In addition to the representative referred to in Section A(4) of this Article, a staff representative from Ohio Council 8 is entitled to be at the Step 3 meeting if the grievant so requests. The Director or designee shall make a written response to the appeal within ten (10) working days of the meeting. Such written response shall include the Director's, or designee's, rationale for making the determination.

Mediation: The parties agree that they may utilize the services of a mediator in the future to resolve pending grievances. The use of a mediator for such purpose shall be by mutual agreement of the parties as to an identified grievance or grievances and according to the procedures mutually agreed to in writing in advance of the mediation process. The union and the County shall meet periodically to attempt to resolve matters prior to mediation or arbitration.

Step 4:

a. If the grievance is not satisfactorily resolved in the manner provided for in Step 3, the Union may request arbitration by giving the Employer written notice of its desire to arbitrate, which must be received by the Director or her designee within ten (10) working days of the Step 3 answer, in which event the grievance shall be arbitrated according to the following procedure: within twenty (20) working days following the notice to arbitrate, the parties shall either agree upon an arbitrator or either party may request in writing the American Arbitration Association or the Federal Mediation and Conciliation Service to furnish the parties with a list of seven (7) arbitrators. The parties shall select the arbitrator by the alternate strike method (the parties alternately to strike first on each successive panel after the first panel). After six names are stricken by this procedure, the remaining person shall be the arbitrator. The arbitrator shall schedule the hearing with the mutual agreement of the parties as to date, time and place. The arbitrator shall hear and determine only one grievance, multiple grievance arbitration by one arbitrator at a single hearing being prohibited except upon specific and written

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agreement of the Union and the Employer to do so. The sole exception to this is two or more grievances which arose out of the same nucleus of operative facts. Within thirty (30) calendar days after the close of the hearing, the arbitrator shall issue his or her award in writing.

b. The jurisdiction and the authority of the arbitrator and his/her opinion and award shall be exclusively limited to the interpretation of the explicit provisions of this Agreement. The arbitrator shall have authority only to interpret and apply the specific provisions of this Agreement, which shall constitute the sole basis upon which the arbitrator's decision shall be rendered, and shall consider only employee grievances arising under the application of the currently existing Agreement between the parties hereto. The arbitrator's decision shall be final and binding on all parties.

c. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor to add to, subtract from or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator may consider the past practices of the parties only as an aid in interpreting the terms of this written agreement and only when the contract language is not clear. Past practices are defined as practices occurring prior to the effective date of this contract. The arbitrator shall expressly confine himself or herself to the precise issue(s) not so submitted to the arbitrator or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall have the power to modify remedies issued under the discipline procedure. Awards will be implemented as soon as possible, but in no event later than 60 days following receipt of the arbitrator's award.

d. The procedures contained in this Article constitute the sole and exclusive method of considering the redressing of grievances arising during the life of this Agreement and any extensions thereof. It is understood and agreed that a decision at any level of the grievance procedure that is mutually acceptable to the Union and the Employer shall be final and binding upon the grievant, the Union and the Employer. Nothing in this Article restricts or limits an employee's rights as guaranteed by the EEOC/OCRC.

e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, as well as the related cost of the American Arbitration Association services, shall be borne totally by the loser. The arbitrator shall designate in his/her award the prevailing party, or the predominately prevailing party, and shall submit all charges to the other party for payment. Such charges shall not be divided by the arbitrator between parties in any manner or under any circumstances without prior approval of both parties. The grievant shall be able to attend arbitration hearings at no loss of pay or benefits. The expenses of witnesses and other representatives shall be borne by the party they represent. A stenographic record of the arbitration proceedings may be made. Each party shall pay for its own copy of such record, if requested. The party requesting the stenographer shall pay for the stenographer, provided however, that if the other party requests a copy of the record, the parties shall split the cost of the stenographer. The Local Union President, or designee, and any employee witnesses shall be able to attend arbitration hearings at no loss of pay or benefits. Employee witnesses will be called to the arbitration hearing when it is time for their testimony. The Local Union President may be present for the entire hearing if operational needs permit. If operational needs preclude the Local Union President's attendance, a designee shall be permitted to attend the arbitration hearing.

ARTICLE 4

NO STRIKES/NO LOCKOUT

A. The Union and employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support or participate in any strike, slowdown, stay-in, or other curtailment or restriction of or interference with the work in or about the Employer's premises or any job site in Delaware County, Ohio on which county services are being performed, nor will the Union or any employees honor any picket line or strike activity by other employees of the Employer or non-employees of the Employer at or near the Employer's premises or any job sites in Delaware County, Ohio on which county services are being performed, during the life of this Agreement. It is the responsibility of the Employer to provide safe entrance through strike activity to the place of employment. If the Employer cannot so provide such safe entrance, the employee will not be required to report for work. The Union, its affiliates and members shall promptly take all possible actions to prevent and to end any such actions by employees or by any persons affecting the work of such employees.

B. Any employees engaging in a strike, slowdown, stay-in or other curtailment, restriction of, or interference with the work in or about the Employer's premises or job sites as described in paragraph (A) above during the life of this Agreement shall be subject to disciplinary action by the Employer which can be, but is not limited to, their discharge. The Union agrees that it will not oppose the discharge or discipline of anyone who engages in such acts or anyone who intimidates, threatens, or induces another employee to take part in any such activity and that disciplinary action including discharge taken by the Employer shall be without recourse.

C. The Employer will not lock out the employees during the life of this contract.

ARTICLE 5

HOURS OF WORK AND OVERTIME

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A. This Article is intended to define the hours normally worked by employees in their various classifications. Work schedules for bargaining unit employees will be arranged by the Employer so the normal scheduled workweek is 40 hours work per week, exclusive of a forty-five minute unpaid lunch period. This schedule does not prevent the Employer from establishing different work schedules to meet its needs. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or work per week. The normal but not guaranteed workweek will consist of five (5) consecutive work days. There will be two fifteen-minute breaks. For purposes of computations under this Article, the workweek begins at 12:00 a.m. on Saturday and ends at 11:59 p.m. the following Friday.

B. The Employer necessarily retains the right to require employees to work more than forty (40) hours in a workweek and/or more than eight (8) hours in a day as it determines that needs may require. However, each employee will be paid, either in wages or in compensatory time, at the rate of one and one-half times his or her regular straight-time hourly rate for all authorized hours worked in excess of forty (40) hours in any one workweek. The employee may elect that the employee receive comp-time in lieu of overtime pay. Authorization for overtime must be in writing on a form provided by the Employer and a copy of the supervisor's determination will be provided to the employee. All hours in active pay status other than sick leave, comp-time, and personal leave shall be compensated in calculating overtime and compensatory time entitlement. For purposes of this Article, active pay status means the conditions under which an employee is eligible to receive pay: for example, vacation leave and holidays.

C. Employees shall request compensatory time in advance of actually working the overtime hours, except in emergency situations. Where it is impossible to request comp time in advance, a request shall be made on the next working day in which the employee reports to work. Comp time must be authorized by the appropriate supervisor or the Director. Comp time can be accumulated up to 80 hours. Comp time shall be scheduled at a mutually agreeable time.

Employees may request to work overtime to meet the needs of a client, however all such requests must be pre-approved in writing by their immediate supervisor. If the supervisor is not available, the employee may contact the supervisor by phone. If this is not possible they should contact the next level of supervision. Employees who work overtime to meet the needs of the client, may request to flex out the time in the same week. When flex time is requested the supervisor will review the calendar and discuss with the employee if there is a time during the week that they could flex. If flex time is not possible, the employee will choose either comp time or overtime.

D. An employee will be paid for authorized work hours properly recorded by time clock or other system developed, modified or implemented by the Employer.

**ARTICLE 6
DISCIPLINE/DISCHARGE**

A. Non-probationary employees may be disciplined or discharged for cause, including: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, any failure of good behavior, and any other acts of misfeasance, malfeasance, or nonfeasance. Non-probationary employees may also be disciplined or discharged for any violation of the Employer's current rules or policies or rules or policies hereafter put into effect, including violation of the Ethics of County Employment, so long as these policies are not in conflict with other provisions of this Agreement.

B. Employees shall be present and ready to work at their scheduled starting times and at the assigned work site. The Union recognizes that punctuality of employees is of vital importance.

C. An employee who is absent for a scheduled workday without leave is subject to the disciplinary policy, beginning with a written reprimand. Three days of unauthorized absences in a two-year period may be cause for discharge, regardless of prior discipline.

D. Failure of an employee to return to work at the expiration of an approved leave of absence shall be considered an absence without leave and shall be grounds for discipline, up to and including discharge, in accordance with the regular policy on absences without leave. If the Director determines that an employee is using a leave of absence for a purpose other than the purpose for which it was granted, he/she may immediately revoke the leave of absence, order the employee back to work, and may impose appropriate discipline on the employee, up to and including discharge.

E. Examples of the types of discipline that may be imposed under this Article are: (1) oral reprimand; (2) written reprimand; (3) suspension and (4) discharge. If a suspension or discharge is involved, the Employer will provide the employee written notice of the type of discipline being imposed and the reasons for the discipline.

F. 1. Before imposing a reduction in pay, demotion, suspension or removal, the Director or his/her designee shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to challenge the reason for the intended action or otherwise to explain

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his/her behavior. The employee has the right to be accompanied at the conference by one representative of the employee's own choosing. The conference will be scheduled as promptly as possible by the Director or his/her designee. The Director or her designee may impose reasonable rules on the length of the conference and the conduct of the participants.

2. If the Director or his/her designee determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he/she may suspend the employee without pay for up to three days following a preliminary due process hearing and while pending the conference provided for in paragraph (F)(1) to determine final disciplinary action. If in such a situation, the Director determines at the conference that no discipline of the employee is appropriate, the employee shall receive back-pay and fringe benefits for the period of suspension.

3. The Director may issue or modify work rules for employees. Certain offenses are serious enough to warrant immediate discharge without regard to previous reprimands or discipline. Such serious offenses include, but are not necessarily limited to the following:

- a. Theft of or intentional or reckless damage to property of the county;
- b. Theft of or intentional or reckless damage to the property of a fellow employee;
- c. Insubordination towards management personnel, or the uttering of threatening or abusive language to the public;
- d. Intoxication, working under the influence of alcohol or an illegal controlled substance while on duty, or conviction for the sale of any illegal controlled substance at any time;
- e. Falsification of any county records or employment records; and
- f. Fighting.

G. Ohio Revised Code 124.34 is superseded by this Agreement and the sole and exclusive remedy for an employee wishing to contest a disciplinary action shall be through the grievance procedures of Article III.

**ARTICLE 7
PROBATIONARY EMPLOYEES**

A. Newly hired full-time employees of the Director and employees transferring to a new position within the Department must complete a 180 calendar day probationary period. Newly hired part-time employees' probationary period will be complete after they have 1040 hours in active pay status. The probationary period may be extended by mutual agreement. The probationary period shall not exceed one calendar year for a full-time employee or 2080 hours for a part-time employee.

B. Newly hired probationary employees may be dismissed for any reason and at any time prior to the completion of the probationary period and such action shall not be grievable under the terms of this Agreement or under civil service laws.

C. A promoted employee is subject to being reduced to his or her previous position and pay scale at any time prior to the completion of the probationary period in (A) above. The employee may file a grievance concerning the reduction, but must establish that the Director's decision was arbitrary or capricious.

**ARTICLE 8
LAYOFF AND RECALL**

A. 1. The procedures of this Article supersede the procedures of O.R.C. 124.321 et seq. Layoffs shall be conducted solely in accordance with this Article.

2. Layoffs may be effectuated for the following reasons:

- 1) Lack of funds;
- 2) Lack of work; or
- 3) Abolishment of positions.

For purposes of this Article, lack of funds means there is a lack of funds within either the social services department, the human services (income maintenance) department, jobs department or special programs resulting from lack of program funding. This Article in no way requires a transfer of monies from the county general fund in excess of the mandated share.

A lack of work means a current or projected decrease in workload.

B. 1. The Employer shall determine in which classifications the layoffs should occur and the number of employees to be laid off. All employees in the bargaining unit shall be placed on a seniority list by classification. The Employer will not use seasonal or temporary employees when regular employees are on a recall list for that classification. Seniority shall be determined by the length of continuous service with the

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Delaware County Department of Job and Family Services. Among those with the same length of continuous service, seniority shall be determined by the following:

- a. The employee's first day on the job.
 - b. The length of any prior full-time service, if any, with the Department.
 - c. In the event that two or more employees still have equal seniority, all determinations in the order of layoff and recall shall be made by a toss of the coin.
2. Employees will be selected for retention or layoff on the basis of seniority as defined in (B)(1) above. The exception shall be where an employee who would be retained does not have the qualifications to fill the job positions that remain. In that case the Employer shall retain the most senior employees that are qualified to fill the positions remaining after the layoff. The Employer shall determine whether an employee has the requisite qualifications for a position.
3. Laid-off employees shall remain on a recall list for twenty-four months from their last workday. Recall from layoff shall be made from the list in reverse order of layoff, providing that the recalled employee is able to perform the available work without greater than normal supervision and without additional training. The Employer shall notify the employee of recall by certified or registered mail sent to the last place of residence shown on the Employer's records. If the Employer has not received the employee's written acceptance of the offer of recall within seven (7) calendar days of receipt of the letter, the offer shall lapse and the employee shall be removed from the seniority list.
4. For purposes of this Article, classifications shall be identical to those set forth in Union Recognition, Article I.
5. The Employer will give the Union 21 days advance notice of layoffs if at all possible. If possible, employees will be given at least two weeks notice of any layoffs. The Employer, upon request from the Union, will attend a meeting with representatives of the Union to discuss the impact of the layoff on bargaining unit employees and possible alternatives to layoff.

**ARTICLE 9
ASSIGNMENT OF WORK**

The Director reserves the right to assign bargaining unit work to supervisors or to temporary, casual, intermittent or seasonal employees where the Director determines that such assignment of work is needed to meet seasonal, temporary or fluctuating needs to perform work efficiently or on the most cost effective basis, to conduct training, instruction, or inspection, to assess the quality of employee work, to evaluate employee performance, where no qualified employee is readily available, in an emergency, and in other circumstances in which supervisors or temporary, casual, intermittent or seasonal employees have done work for the Employer in the past.

**ARTICLE 10
VACANCIES, PROMOTIONS AND TRANSFERS**

- A. When a vacancy occurs, the Director shall post a dated notice, indicating the position vacancy and qualifications, on a bulletin board in the office for a period of five (5) working days. Posting shall contain the classification title, rate of pay, minimum educational and experience qualifications, and a brief summary of job duties and such notices shall be given to the local Union president prior to posting. Interested non-probationary full time employees may have their applications considered by filing a written application with the Human Resource Officer within the first five (5) full working days of the posting. Applications filed after the fifth full day of the posting will not be considered. It is understood that the Director will decide when a vacancy exists and whether to fill a vacancy. Nothing in this Article shall restrict the Director's right to not fill a posted vacancy, or his/her right to hire someone from the outside if the Director, in his/her discretion, determines that no current employees have the desired qualifications and experience.
- B. The Director will select the applicant he/she deems most qualified based upon the employee's compliance with the above application requirements and on the basis of the employee's skill, qualifications, experience, and seniority. If the Employer determines that two employees are equally qualified for the position, the employee with the most agency seniority shall have preference for the position. The Director will not be arbitrary in employment decisions.
- C. For purposes of this Article seniority is defined as continuous service in the employ of the Director.
- D. Vacancies caused by vacations, leaves of absence, or similar conditions shall be considered temporary and shall be filled by assignment or otherwise at the discretion of the Director without regard to this job bidding procedure. Temporary full-time transfers under this section shall not last longer than 90 days.
- E. If an employee is temporarily assigned to a lower paying job, he/she will remain at his current rate of

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pay. If an employee is temporarily assigned to a higher paying job, he/she will receive the greater of his/her regular pay or Grade "F" of the wage chart for the position for which he/she is temporarily assigned.

F. Civil Service tests shall not be required of employees for promotions and lateral transfers. The Union shall indemnify and hold harmless the Employer, and all officers and agents of the Employer against all lawsuits, administrative actions, claims and/or costs arising from or in any way related to the implementation of this Section.

G. When making original appointments, the Employer need only consider applicants whose names appear on an existing civil service list for the classification of the vacant position, except as otherwise specified in this Article. If no civil service list exists for the vacant position, employees who are subsequently hired and who successfully complete their probationary period will not be required to take a civil service examination. The Union shall indemnify and hold harmless the Employer, and all officers and agents of the Employer against all lawsuits, administrative actions, claims and/or costs arising from or in any way related to the implementation of this Section.

H. Employees not selected for a filled vacancy may request a meeting with the Director to discuss his/her failure to be selected. However, the need for such meeting will be at the Director's discretion.

**ARTICLE 11
EVALUATION**

A. Probationary employees (including those serving a qualifying period for a promotion) will be evaluated twice - once during the middle of their probationary period and once at the end of the probationary period.

B. Non-probationary employees will be evaluated at least once annually after completion of their probationary period.

**ARTICLE 12
UNION BULLETIN BOARDS**

A. The Employer will provide space for bulletin boards for exclusive use by the Union. These bulletin boards shall be located in a conspicuous place where they are available to all employees.

B. The Union will provide a copy of each notice to be posted on the bulletin boards to the Director or designee. No offensive or inflammatory notices will be posted. No material may be posted on the Union bulletin board at any time which contains scandalous or scurrilous materials, or derogatory or personal attacks on the Employer, its officials, its employees or others, or attacks on or favorable comments regarding candidates for public office. When any material is posted which violates this Article, the Employer may direct the Union president to remove the materials. If the employee fails to remove the material as directed, he shall be subject to disciplinary action.

**ARTICLE 13
WAIVER IN CASE OF EMERGENCY**

A. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Delaware County Commissioners, the United States Congress or the State Legislature, such as acts of God or civil disorder, the following conditions of the Agreement may automatically be suspended:

(1) Time limits for Employer or Union replies on grievances.

(2) Work rules and/or agreements and practices relating to the assignment of employees, with the approval of the Director or a supervisor.

B. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure Article and shall proceed from the point in the Article to which they had properly progressed.

**ARTICLE 14
SAFETY**

A. The Employer will provide a form on which employees should report any safety or security related hazards in and around Department premises. Forms may be picked up from the employee's immediate Supervisor. All hazards reported will be investigated. Failure to notify the Director of a potential safety or security related hazard may subject the employee to discipline up to and including discharge.

B. Social workers who are called out into a potentially hazardous situation should utilize law enforcement accompaniment. If law enforcement accompaniment is unavailable, the employee may take along a supervisor or another employee of the Department.

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C. The parties desire to deal with safety and health complaints, and to attempt to correct any health or safety violations, internally. Accordingly, neither the Union nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to R. C. 4167.10 or 4167.13 until the following process has been completely exhausted:

1. An employee or Union representative shall first bring an alleged health or safety violation to the attention of the affected employee(s)' immediate supervisor, within two (2) work days of the occurrence of the alleged violation.

2. If the immediate supervisor does not resolve the alleged violation to the employee's satisfaction, the employee or Union must file a formal complaint with the Director within two work days after his/her conference with the immediate supervisor. The Director will prescribe a form for the written complaint, which will include space for the standard alleged to be violated, the specific facts on which the allegation is based, and the precise remedy sought. The Director will respond to the complaint within five (5) work days.

3. If the Director does not resolve the alleged violation to the satisfaction of the employee, the employee or Union may appeal the complaint to the County Administrator by filing a written appeal with him/her within two (2) work days of the Director's response. If the Director does not respond by his/her deadline, then the employee or Union may file their appeal within two (2) work days of that deadline. The County Administrator or his/her designee shall meet with the employee or Union representative in an attempt to resolve the alleged violation. Within ten (10) work days after the conference, the County Administrator shall provide his/her written response to the alleged violation.

D. The procedure set forth in Section C of this Article shall in no way restrict the Employee's or Union's right to utilize the protections afforded them under Ohio Revised Code 4167.06.

E. Within sixty (60) days of the execution of this Agreement, the parties shall meet for the purpose of discussing building security controls for the protection of the employees.

**ARTICLE 15
SUBCONTRACTING**

Except for emergencies involving the public health, welfare, and safety, the Employer agrees that subcontracting work which will result in a reduction of the bargaining unit by termination or lay-off will be discussed with the Union prior to the letting of the contracts. At the meeting, the Union shall be afforded the opportunity to convince the Employer that it would be more cost effective to the Employer for such work to be performed by the existing employees.

**ARTICLE 16
WORK RULES**

Work rules will be posted on bulletin boards accessible to the employees. The local union president shall also receive copies of all new and revised work rules. The Employer will provide two (2) working days notice of any change in work rules unless immediate implementation is necessary because of an emergency, law, regulation, or ordinance. The Union may request a meeting with the Employer to obtain clarification of any new work rule. The listed work rules will not necessarily be exclusive - common sense will prevail in the case of doubt. Work rules will not be arbitrary or capricious, and will be uniformly applied, insofar as is practicable.

**ARTICLE 17
EMERGENCY RESPONSE SYSTEM**

A. The parties agree to follow the "After Hours Procedure/Beeper Policy" identified as Social Services Letter B. The policy can be changed by mutual agreement.

B. In case of personal emergency of the employee where an on-call employee will not be able to handle emergency calls, that employee is responsible for notifying in advance the back-up, a supervisor, or the Children's Services Administrator, in order to arrange for a substitute. Misrepresentation of a personal emergency shall be cause for discipline.

C. The on-call employee will receive One Hundred Forty Dollars (140.00) per week (\$20.00 per day) for carrying the on-call cell phone regardless of whether calls are answered. If the on-call employee does not carry the on-call cell phone the full week for any reason, he/she will be paid only for the days the on-call cell phone is carried. The back-up employee will be paid for those days that he/she serves as the primary on-call employee.

D. If an employee loses an on-call cell phone, the cost of the on-call cell phone shall be deducted from the employee's pay unless the Director decides otherwise.

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E. The Employer shall establish the on-call rotation list annually. All Social Service workers shall be on the on-call schedule at least one quarter in a twelve-month period. It is fully understood that the Employer has the right to insure that there is proper staff assigned to cover emergency calls.

**ARTICLE 18
CASELOAD DISTRIBUTION**

The Employer reserves the right to assign caseloads. The Employer will attempt to train employees in an effort to allow for equitable distribution of caseloads among employees doing the same type of work, insofar as is practicable.

**ARTICLE 19
LEAVES
PAID LEAVES OF ABSENCE**

A. Sick Leave

1. Paid sick leave shall be earned and accumulated at the rate of four and six-tenth (4.6) hours for each eighty (80) hours an employee is in active pay status.

2. Sick leave may be utilized by employees who are unable to work because of illness, injury, or pregnancy related conditions of the employee or a member of his/her immediate family as defined herein, or because of medical appointments or other ongoing treatment of the employee or immediate family. Employees may also use sick leave for absence due exposure to a contagious disease which could be communicated to other employees.

3. Unused sick leave may be accumulated without limit. When sick leave is used, it shall be deducted on the basis of 15 minute increments.

4. Upon retirement, accumulated sick leave shall be paid at the rate of one hour of pay for every four hours of accumulated sick leave. The total value of sick leave paid shall not exceed the value of thirty (30) days' paid leave.

5. In the event of the death of the employee, accumulated sick leave shall be paid to the surviving spouse or to the estate of the employee, if there is no surviving spouse at the rate of one hour's pay for every four hours of accumulated sick leave.

6. An employee who is absent due to one of the above reasons must report his/her absence to his/her immediate supervisor as soon as possible. Upon return to work, or in advance of the absence when the employee uses sick leave for a doctors appointment, the employee must complete an employee action form.

7. Definitions:

Active pay status: Conditions under which an employee is eligible to receive pay, which includes, but is not limited to, vacation leave, sick leave, and compensatory leave.

Immediate family includes spouse, children, parents, grandparents, grandchildren, great grandparents, siblings, step-children, son-in-law, daughter-in-law, father-in-law, mother-in-law, sister-in-law, brother-in-law, a legal guardian or other person who stands in the place of a parent to the employee.

B. Vacation Leave:

1. Bargaining unit employees shall earn vacation leave according to their years of service as follows:

- a. Less than 1 year of service completed - no vacation.
- b. 1 year of service, but less than 8 years completed - 80 hours.
- c. 8 years of service, but less than 15 years completed - 120 hours.
- d. 15 years of service, but less than 25 years completed - 160 hours.
- e. 25 years or more of service completed - 200 hours.

2. No employee will be entitled to vacation leave under any circumstances until he/she has completed one (1) year of employment with the Employer.

3. Vacation is credited each bi-weekly pay period at the following standard rates:

- a. 3.1 hours per pay period in active pay status are entitled to 80 hours annual vacation.
- b. 4.6 hours per pay period in active pay status are entitled to 120 hours annual

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vacation.

c. 6.2 hours per pay period in active pay status are entitled to 160 hours annual vacation,

d. 7.7 hours per pay period in active pay status are entitled to 200 hours annual vacation.

4. An employee may carry over earned vacation leave for a period not to exceed three (3) years from the employee's anniversary date with the permission of his/her supervisor and written approval of the Director annually. This approval will not be arbitrarily denied. Vacation credit in excess of three (3) years will be eliminated.

5. Vacation leave may be taken in minimum increments of one-quarter (0.25) hours.

6. At the time of separation from employment, an employee is entitled to compensation at his/her current rate of pay for any unused vacation leave accrued.

7. In the case of an employee's death, earned but unused vacation leave shall be paid to the employee's spouse or to his/her estate.

C. Jury Duty

The parties agree to comply with the Court Leave/Jury Leave policy contained in the Delaware County Employee Handbook in effect at that time.

D. Military Leave

Employees shall receive Military Leave in accordance with the provisions set forth in the Delaware County Employee Handbook in effect at that time.

E. Family Medical Leave

The Employer shall comply with all requirements of the Family Medical Leave Act in accordance with the Delaware County Employee Handbook in effect at that time and all federal requirements under the Act.

F. Unpaid Leaves of Absence

1. Employees may request an unpaid leave of absence for educational, personal or disability reasons from their appointing authority. The decision whether to grant the leave is left to the appointing authority's discretion. Personal leave may be granted for up to six months for any personal reasons of the employee which are deemed sufficient grounds for leave by the appointing authority. At the expiration of each six months leave, the appointing authority may renew leave for an additional six months, if warranted. A physician's certificate stating the start date of said leave, the nature of the illness and return date must be attached to the application of all medical leaves of absences.

2. Educational leave may be granted for up to two years for purposes of education, training or specialized experience which would benefit the appointing authority's office. Upon completion of the leave of absence, the employee will be returned to his/her former position or a similar position within the same classification.

3. Where an employee is unable to pre-determine the exact length of his/her leave, an indefinite leave not to exceed six months may be approved. At the expiration of each six months leave, the appointing authority may renew leave for an additional six months, if warranted. The employee may be permitted to return to work at anytime during the six-month period, provided that he/she gives the appointing authority at least two weeks' written notice of his/her desire to return to work. If a leave of absence is granted for a definite period of time, the employee may be reinstated prior to the expiration of the leave only upon written approval of the appointing authority.

4. While on leave without pay an employee does not earn sick leave or vacation leave, nor is he/she entitled to any holiday pay. His/her anniversary date will be adjusted to exclude the time spent on leave without pay. An employee on an unpaid leave of absence, other than Family and Medical Leave Act leave, must pay the premium for his/her health insurance (and dependent coverage, if applicable) to keep such coverage in force during the leave.

5. Unpaid leaves of absence shall not be granted to an employee for the purpose of engaging in political activity.

Personal Leave

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Effective January 1, 2005, each bargaining unit member shall be entitled to three (3) days of absences per calendar year, with pay, for personal reasons. Such leave shall be deducted from sick leave and shall not accumulate from year to year. In order to be eligible to use personal leave, an employee must have at least a 48-hour sick leave balance and have completed 6 months of employment with the Employer. Employees are required to obtain approval from their supervisor to use personal leave in advance. Personal leave must be used in full-day increments.

**ARTICLE 20
INSURANCE BENEFITS**

The Employer shall continue to provide employees with health insurance benefits under the group benefit plan generally provided to the employees of Delaware County and on the same terms and conditions on which those benefits are generally provided to employees of Delaware County. The Board of County Commissioners, in its sole discretion, may modify such benefits, the employers' share of the cost of such benefits, the terms and conditions on which such benefits are provided, the limitations and qualifications of such benefits, and/or the means by which such benefits are provided, so long as any such modifications are applicable generally to employees of Delaware County other than those covered by other labor contracts, as well as to the bargaining unit, or pay a greater percentage for the benefits than they are currently paying.

**ARTICLE 21
HOLIDAYS**

- A. Full-time employees shall receive eight hours of straight time pay for the following holidays:

New Years Day	Labor Day
Martin Luther King Day	Independence Day
Washington-Lincoln Day	Veteran's Day
Memorial Day	Thanksgiving Day
Christmas Day	Day after Thanksgiving

Regular part-time employees shall be paid for the hours they are scheduled to work on holidays.

- B. Full-time employees (and regular part-time employees if scheduled to work) shall receive four hours of straight time pay for the following holidays:

Little Brown Jug Day
Christmas Eve Day
New Year's Eve Day

- C. If the holiday falls on a Saturday, the Friday immediately preceding shall be observed as holiday; if the holiday falls on a Sunday, the Monday immediately succeeding shall be observed.

- D. An employee shall receive holiday pay rather than paid sick leave for any holiday which occurs when the employee is absent on sick leave.

- E. If an employee's work week is other than Monday through Friday, the employee is entitled to holiday pay for any holidays observed on the employee's days off.

- F. If an employee is required to work on a holiday, the employee shall receive holiday pay plus pay for time actually worked on the holiday. If the time actually worked on a holiday is not overtime, the employee's pay for the time worked shall be the employee's regular straight time rate. If the time actually worked on a holiday is overtime, the employee's pay for the time worked shall be one and one-half times the employee's regular rate.

**ARTICLE 22
LABOR-MANAGEMENT MEETINGS**

Regular L/M meetings will be held between the Employer and Union representatives to discuss matters of concern. Annually, the Parties will meet to develop a meeting calendar. Agenda items will be submitted by either party at least 48 hours in advance of such L/M meetings. In the event neither party has submitted an agenda item for discussion, the L/M meeting will be considered cancelled by mutual agreement between the Local Union President and the Employer. Such meetings shall be between not more than four (4) representatives of the Employer and not more than four (4) representatives of the Union.

**ARTICLE 23
WAGES**

- A. The employee's wage rates shall be determined in accordance with the County's

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Compensation Management System. The county shall place new hires at either Grade G, F, or E, depending on their experience. If the merit budget is less than 2%, the parties will meet to discuss finances.

B. Employees who receive an associates, bachelors, or masters degree during their employment shall receive a one time bonus. Employees who are issued a LSW or LISW license during their employment shall also receive a one time bonus.

Degree/License	Bonus
Associates	2% of annual salary
Bachelors	3% of annual salary
Masters	4% of annual salary
LSW	3% of annual salary
LISW	4% of annual salary

C. Employees who disagree with their evaluation may file a grievance at the Step 3 (Director's Step) of the grievance procedure. The Director's decision shall be final and binding on the employee and the union; therefore, evaluation grievances are not subject to the arbitration procedure of this contract. Employees whose written performance evaluations indicate that they are not performing at an acceptable level will not receive a pay increase. Employees will be re-evaluated after six months and if they are performing at an acceptable level, shall receive an increase in pay effective the date of the acceptable evaluation.

D. No employee will suffer a wage reduction as a result of the Employer's periodic wage review.

**ARTICLE 24
REIMBURSEMENTS**

A. Training Reimbursement:

Employees approved by the Employer to attend work-related classes, seminars, conferences, training sessions, or State sponsored programs shall not lose time or pay for attending such classes or events. The Employer agrees to pay all registration costs of all employees approved for such leave. The Employer shall also pay mileage as set forth in Section C of this Article.

B. Tuition Reimbursement:

Employees shall be eligible to participate in the County's Tuition Reimbursement Policy (see Appendix A - This policy may be updated during the term of this contract).

C. Mileage:

The Employer shall reimburse employees at the current County rate per mile for miles driven by an employee when the employee is required to drive his or her personal vehicle to transact County business.

D. Meals/Lodging:

In the event an employee is on approved business required by the Employer outside of Delaware County, then such employee shall be reimbursed for preapproved meals and lodging as follows:

1. Meals at a per diem rate of \$5 for breakfast, \$10 for lunch, and \$15 for dinner.
2. For lodging, if the location is pre-approved by the Employer, the employee shall be reimbursed 100% of the cost of lodging and appropriate taxes. If the location is not pre-approved by the Employer, no reimbursement shall be made.

E. Parking:

Employees on approved County business shall be reimbursed for the necessary cost of parking upon presentation of a valid, dated receipt.

**ARTICLE 25
JOB DESCRIPTIONS**

A. The Employer shall furnish the Union with copies of job descriptions as soon as a review is completed.

B. If an employee believes that his/her job duties have changed materially, the employee may request that his/her supervisor review the job in question. The supervisor will meet with the employee and union representative to review the employee's current job duties. If the Employer determines that the duties

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have changed materially, it will refactor the job in question and adjust the job's placement on the wage chart accordingly. However, no employee's pay will be reduced as a result of this paragraph.

**ARTICLE 26
SCOPE AND SEVERABILITY**

A. It being understood that the employees in the unit covered by this Agreement have prior to these negotiations been protected in certain ways by various Ohio statutes, resolutions, rules, ordinances and regulations and that the State law also impinged in many ways on the responsibilities of the Employer identified above, and it being clear that the purpose of the current law in Ohio is to waive the law regarding wages, hours and working conditions of public employees and to make such issues subject to negotiation as indicated in O.R.C. 4117.01 et seq; and that certain issues between the members of the unit, including their Union representatives, and the Employer may be resolved through the grievance procedure which shall be final and binding on the parties and shall eliminate the basis for such employees invoking any protective laws, rules or regulations except for those specifically stated in O. R. C. Sec. 4117.10 to be exceptions, accordingly, it is agreed and understood by and between the parties hereto that:

1. This Agreement supersedes all previous oral and written agreements between the Employer and the Union and between the Employer and any employee within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement, oral or written, shall be controlling or in any way affect the relations between the parties or the wages, hours and working conditions of the employees covered by this Agreement.

2. It is also agreed that during the negotiations leading to the execution of this Agreement, the Union has had full opportunity to submit all items appropriate to collective bargaining and that the Union expressly waives the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. The specific provisions of this Agreement are the sole source of any rights which the Union or any member of the bargaining unit may charge the Employer has violated in raising a grievance.

B. In the event any of the provisions of this Agreement shall be declared illegal, the remainder of the Agreement shall remain in full force and effect and the parties shall meet to negotiate a new Article or Section to replace the illegal Article or Section.

C. It is understood that to the extent the Employer's action or ability to take action to comply with this Agreement is restricted or affected by law or authority granted to some other governmental office, department, or agency which is beyond the control of the Employer, the Union will save the Employer harmless from any claim by any employee or by the Union or any branch thereof as a result of any action taken by such other governmental office, department or agency.

**ARTICLE 27
UNION SECURITY**

A. The Employer, pursuant to O.R.C. 4117.09 (B)(2) shall deduct periodic dues, initiation fees and assessments of employees who choose to join the Union upon presentation of a signed and dated written authorization by the employee. Such authorization must be submitted at least two weeks prior to the payday at which it is to take effect. The deduction shall continue until the employee is terminated, transferred to a job classification outside of the bargaining unit, or written revocation in accordance to the check-off agreement. Written revocation must be received by the Association 30-45 days prior to the expiration of the collective bargaining agreement.

B. The Union shall notify the Employer in writing of any increase in the amount of dues to be deducted. Such increase shall be deducted in the next scheduled deduction period as long as at least two weeks notice is given.

C. Union dues deductions shall be deducted biweekly. The total amount of dues to be deducted will be submitted to the Comptroller of Ohio Council 8 AFSCME, 6800 North High Street, Worthington, Ohio 43085, within fifteen days following the deduction. An alphabetical listing shall accompany the remittance, indicating those employees paying dues.

D. The Union agrees to reimburse any employee for the amount of any dues deducted by the Employer and paid to the Union whenever the deduction is in excess of the proper deduction, and agrees to defend and to hold the Employer harmless from all claims of excessive or improper dues deduction.

E. The Employer agrees to provide the Union with a seniority list annually.

**ARTICLE 28
APPLICATION OF CIVIL SERVICE LAWS**

A. Except as may be otherwise expressly provided in this Agreement, Ohio Civil Service laws

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and rules shall not apply to employees in the bargaining unit. However, provisions concerning the reporting of personnel action to the Ohio Department of Administrative Services regarding bargaining unit employees shall apply.

B. It is fully understood that the Ohio Department of Administrative Services and the State Personnel board of Review shall have no authority or jurisdiction as it relates to the expressed matters covered by this Agreement.

**ARTICLE 29
CALAMITY DAYS**

Severely inclement weather may occasion the declaration of a weather emergency by the Delaware County BCC that includes the closing of County offices for all or a portion of the regular workday. Employees who are actually working (i.e. on the clock) during the time the emergency is declared, shall be compensated at their regular hourly rate for the period that offices are closed up to their regular eight hours.

Employees who are on vacation, sick leave, compensatory leave, or leave without pay will be charged with said leave without regard to the weather emergency and without regard to when their leave began. No leave balances will be adjusted to credit employees on leave with the emergency leave hours.

The emergency hours will be considered active pay status for determining eligibility for overtime pay.

Employees shall be paid for all hours they are regularly scheduled and that the agency is closed because of calamity. Due to inclement weather, an employee may request of their supervisor immediate use of vacation leave or unpaid leave.

**ARTICLE 30
NON-DISCRIMINATION**

A. Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, national origin, handicap, sexual orientation, union affiliation or non-union affiliation.

B. The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the Union and the Employer shall not discriminate, interfere, restrain or coerce any employee because of any legal employee activity in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement or Chapter 4117 O.R.C.

C. The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union and the Union shall not discriminate, interfere, restrain or coerce employee exercising the right to abstain from membership in the Union or from involvement in Union activities.

D. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

**ARTICLE 31
UNION REPRESENTATION**

The Employer may give the appropriate union representative reasonable amount of time to investigate and process grievances during working hours with no loss of pay upon notification and with the prior approval of the immediate supervisor. The Employer agrees to continue to permit the union to conduct meetings in the facility with prior approval of the Director or designee. The Union shall be permitted up to 15 minutes to make presentations to new hires during regular business hours.

**ARTICLE 32
ADR PROCEDURE**

Pursuant to Sections 4117.14(C) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedure. This procedure supercedes the procedures listed in the Section 4117.14(C)(2)-(6) and any other procedure to the contrary.

In the event that agreement is not reached after full consideration of proposals and counterproposals, either party may declare impasse. If impasse is declared, the parties shall request the services of the Federal Mediation and Conciliation Service. Mediation shall occur at times and places mutually agreed to by the parties. If mediation is unsuccessful, the Union may exercise its right to strike pursuant to R.C. 4117.14(D)(2).

**ARTICLE 33
SUCCESSOR**

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This Agreement shall be binding on any and all successors and assigns of the Employer, whether by sale, transfer, merger, acquisition, consolidation, or otherwise. The Employer shall make it a condition of transfer that the successor shall be bound by the terms of this Agreement and that the transfer is obligated to continue to employ all bargaining unit employees in accordance with the terms of this Agreement.

**ARTICLE 34
DURATION OF AGREEMENT**

A. The provisions of this Agreement establish certain rights and benefits for the Union and the employees which shall only be coextensive with the terms of this Agreement, and these rights and benefits shall cease and terminate upon the termination date of this Agreement.

B. This Agreement shall become effective June 1, 2010 and shall remain in full force and effect until 11:59 p.m. on December 31, 2010.

C. Either party may give written notice of its desire to terminate the Agreement or to modify or negotiate a successor contract no more than 120 days or less than 90 days before the expiration of this Agreement. If no such written notice is given, this Agreement will be renewed automatically for one year.

Vote On Motion Mr. Hanks Aye Mr. O'Brien Absent Mr. Thompson Aye

RESOLUTION NO. 10-781

IN THE MATTER OF APPROVING A SERVICE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND SYNERGY MECHANICAL CONTRACTORS, INC FOR THE PLANNED MAINTENANCE PROGRAM FOR THE WILLIS GOVERNMENT BUILDING:

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

Whereas, the Maintenance Supervisor recommends approval of the contract between the Delaware County Commissioners and Synergy Mechanical Contractors, Inc. For The Planned Maintenance Program For The Willis Government Building;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract between The Delaware County Commissioners and Synergy Mechanical Contractors, Inc. For The Planned Maintenance Program For The Willis Government Building.

SERVICE AGREEMENT

PLANNED MAINTENANCE PROGRAM FOR WILLIS GOVERNMENT BUILDING

Section 1 – Parties to the Agreement

Agreement made and entered into this 14TH day of June , 2010 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Synergy Mechanical Contractors, Inc., 182 North Yale Avenue, Suite 200, Columbus, Ohio 43222 (“Contractor”).

Section 2 – Contract Administrator

The County hereby designates the Delaware County Facilities Supervisor as Administrator and agent of the County for Services performed in accordance with this Agreement. The Administrator shall have general supervision of the Services and authority to order commencement or suspension thereof.

Section 3 – Scope of Services

Contractor agrees to furnish, unto the County, maintenance services in accordance with the Peak Performance Service Agreement (“Proposal”) dated April 22, 2010, by this reference hereby made part of this Agreement, provided however that the following provisions thereof shall have no force and effect: Paragraph 5.O.; Paragraph 5.U.; and Paragraph 5.W.

Section 4 – Compensation

Compensation for Services provided under this Agreement shall be in accordance with the Proposal.

Section 5 – Insurance

5.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.

5.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$500,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.

5.3 Workers’ Compensation Coverage: Contractor shall maintain workers’ compensation coverage as

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required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

- 5.4 Additional Insureds: The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 5.1 and 5.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 5.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 6 – Indemnification

The Contractor shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

Section 7 – Suspension or Termination of Agreement

The County may suspend or terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Contractor ordering termination of Services. The Contractor shall immediately suspend or terminate Services, as ordered by the County. In the case of Termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Services completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

Section 8 – Miscellaneous Terms & Conditions

- 8.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 8.2 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, 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.
- 8.3 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.
- 8.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 8.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 8.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 8.7 Findings for Recovery: Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 8.8 Homeland Security: Contractor 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, Contractor agrees to make such certification by completing the declaration of material assistance/nonassistance

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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.

8.9 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Contractor certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Contractor certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

8.10 Campaign Finance – Compliance with R.C. 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.

Vote On Motion Mr. O'Brien Absent Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 10-782

IN THE MATTER OF INCREASING THE FUNDING FOR A SEPTIC SYSTEM FOR THE DELAWARE COUNTY HOUSING IMPROVEMENT PROGRAM (DCHIP) HOME REPAIR ACTIVITY:

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

WHEREAS, the Delaware County Commissioners approved the use of Revolving Loan Fund (RLF) and Program Income to fund the DCHIP on Resolution No.09-692 dated June 8, 2009; and

WHEREAS, the RLF and Program Income would provide funding for Home Repairs to privately owned units for the benefit of eligible Low-Moderate Income (LMI) households throughout the County in the amount up to \$8,000 per unit; and,

WHEREAS, an applicant for the Home Repair activity is in need of a new septic system; and

WHEREAS, the cost for a septic system is more than the \$8,000 allotted for Home Repair; and

WHEREAS, working with the Delaware Health Department this project is a urgent health issue to the applicant and surrounding neighbors.

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

SECTION I. The Commissioners hereby approves to increase the allotted amount of \$8,000 to \$13,000 for this one unit.

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

RESOLUTION NO. 10-783

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IN THE MATTER OF AMENDING RESOLUTION 10-84 TO INCREASE THE REIMBURSEMENT TO PURCHASE COFFEE, MEALS, REFRESHMENTS AND OTHER AMENITIES FOR ECONOMIC DEVELOPMENT:

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

WHEREAS, The Delaware County Commissioners authorized on Resolution No. 10-84 dated January 19, 2010, the Economic Development Director to be reimbursed from the Economic Development fees in an amount not to exceed \$2,500.00 to assist in funding the purchase of coffee, meals, refreshments and other amenities for business retention; and.

WHEREAS, The Delaware Economic Development Director schedules planned meetings with current and future business official to discuss growth, expansion and new business, and

WHEREAS, The Economic Development Director is requesting authorization to increase the reimbursement amount to purchase coffee, meals, refreshments and other amenities to \$3,000.00.

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 the Delaware County Board of Commissioners hereby authorizes the Economic Development Director to be reimbursed from the Economic Development fees in an amount not to exceed \$3,000.00 to assist in funding the purchase of coffee, meals, refreshments and other amenities for business.

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

RESOLUTION NO. 10-784

IN THE MATTER OF APPROVING CHANGE ORDERS # 01-009 TO #01-013 FOR BID PACKAGE 1 – GENERAL TRADES FOR THE SUITE IMPROVEMENTS: RUTHERFORD B. HAYES BUILDING, DELAWARE COUNTY, OHIO:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve change orders #01-009 to #01-013 for Bid Package 1 – General Trades:

Whereas, the Facilities Supervisor recommends approval of the following change orders;

Elford, Inc.

Original Contract	\$	723,032.00
Amount previously approved	\$	20,153.03
Change Order 009 – Demountable Partitions	\$	4,630.00
Change Order 010 – Prosecutors Lobby Wall	\$	8,273.00
Change Order 011 – Prosecutors Investigator’s Door	\$	3,260.00
Change Order 012 – Door Hardware Changes <credit>	-\$	797.00
Change Order 013 – Core Drill Deletion <credit>	-\$	516.00
Revised Contract Amount	\$	758,035.03

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the change orders.

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

RESOLUTION NO. 10-785

IN THE MATTER OF APPROVING CHANGE ORDER #'s 004, 005, AND 006 FOR R. W. SETTERLIN BUILDING COMPANY, GENERAL TRADES FOR THE DELAWARE COUNTY JAIL REMODEL AND ADDITION, DELAWARE COUNTY, OHIO:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve change order #'s 004, 005 and 006 for R. W. Setterlin Building Company, General Trades:

Whereas, the Facilities Supervisor recommends approval of the change orders

Original Contract	\$	1,668,300.00
Amount previously approved	\$	0.00
Change Order 004 – VCT, TV Security Housings, Inmate Phone changes	\$	7,205.09
Change Order 005 – Additional Camera in Medical	\$	1,455.93
Change Order 006 – Add ional water proofing in showers (allowance)	\$	0.00
Revised Contract Amount	\$	1,676,961.02

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Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the change orders.

Vote On Motion Mr. Thompson Aye Mr. O'Brien Absent Mr. Hanks Aye

COMMISSIONER O'BRIEN HAS PREVIOUSLY RECUSED HIMSELF FROM THE SCOTT #604 AND DUTCHER #477 WATERSHED DITCH PETITION PROJECT

RESOLUTION NO. 10-786

9:30AM RECONVENING OF THE FINAL HEARING FOR THE SCOTT #604 AND DUTCHER #477 WATERSHED DITCH PETITION PROJECT FOR THE BOARD TO HEAR ALL CLAIMS FOR COMPENSATION OR DAMAGES FOR LATERAL 2:

It was moved by Mr. Hanks, seconded by Mr. Thompson to reconvene the final hearing for The Scott #604 And Dutcher #477 Watershed Ditch Petition Project for the board to hear all claims for compensation or damages for Lateral 2.

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

RESOLUTION NO. 10-787

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. Hanks, seconded by Mr. Thompson 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. Thompson Aye Mr. Hanks Aye Mr. O'Brien Absent

CLAIMS FOR DAMAGES FILED BY JOHN AND ANNA CORCORAN

RESOLUTION NO. 10-788

IN THE MATTER OF COMMISSIONERS ACCEPTING THE CLAIMS FOR DAMAGES FILED BY JOHN AND ANNA CORCORAN FOR THE SCOTT #604 AND DUTCHER #477 WATERSHED DITCH PETITION PROJECT:

It was moved by Mr. Hanks, seconded by Mr. Thompson to accept the claims for damages filed **John And Anna Corcoran** For The Scott #604 and Dutcher #477 Watershed Ditch Petition Project, (Claim labeled "Exhibit B" and Exhibit "F" and is available in the Commissioners' Office file for The Scott #604 and Dutcher #477 Watershed Ditch Petition Project).

Whereas, on December 10, 2003, a Ditch Petition For The Scott #604 and Dutcher #477 Watershed Ditch Petition Project was filed with the Board of Commissioners of Delaware County (the "Board"); and

Whereas, the Board on May 3, 2004 with Resolution 04-557 directed The Delaware County Engineer To Proceed With Preparation Of Plans, Reports, And Schedules For The Scott #604 and Dutcher #477 Watershed Ditch Petition Project; and

Whereas, the Board held a public hearing on The Scott #604 and Dutcher #477 Watershed Ditch Petition Project on Monday the 7th day of June 2010; and

Whereas, before the start of the Monday the 7th day of June 2010 public hearing claims for damages were filed by **John And Anna Corcoran** for The Scott #604 and Dutcher #477 Watershed Ditch Petition Project (Claim labeled "Exhibit B" and Exhibit "F" and is available in the Commissioners' Office file for The Scott #604 and Dutcher #477 Watershed Ditch Petition Project), and

Whereas, with Resolution No. 10-745 the Board adjourned the final hearing for The Scott #604 And Dutcher #477 Watershed Ditch Petition Project For Lateral 2 To Monday June 14, 2010 to hear all claims for compensation or damages, and

Whereas, after hearing testimony from property owner the Board is prepared to issue its findings on the claims;

1. The Board accepts part 1 and part 3 of the claims for damages filed by **John And Anna Corcoran** for The Scott #604 and Dutcher #477 Watershed Ditch Petition Project (Claim labeled "Exhibit B" and

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Exhibit "F" and is available in the Commissioners' Office file for The Scott #604 and Dutcher #477 Watershed Ditch Petition Project).

Therefore, Be It Resolved, by the Board of Commissioners of Delaware County, Ohio accepts the claims for damages filed by **John And Anna Corcoran** for The Scott #604 and Dutcher #477 Watershed Ditch Petition Project and awards compensation in the amount of \$3,500.00 (Claim labeled "Exhibit B" and Exhibit "F" and is available in the Commissioners' Office file for The Scott #604 and Dutcher #477 Watershed Ditch Petition Project).

Further Be it resolved, that the Board of Commissioners of Delaware County will notify landowner(s) affected by the accepting of the claims for damages filed by **John And Anna Corcoran** for The Scott #604 and Dutcher #477 Watershed Ditch Petition Project (Claim labeled "Exhibit B" and Exhibit "F" and is available in the Commissioners' Office file for The Scott #604 and Dutcher #477 Watershed Ditch Petition Project).

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

CLAIMS FOR DAMAGES FILED BY WILLIAM AND LINDA GRUBB

RESOLUTION NO. 10-789

IN THE MATTER OF CONTINUING TILL MONDAY JUNE 28, 2010 AT 9:30AM THE FINAL HEARING FOR THE SCOTT #604 AND DUTCHER #477 WATERSHED DITCH PETITION PROJECT FOR THE BOARD TO HEAR ALL CLAIMS FOR COMPENSATION OR DAMAGES FOR LATERAL 2:

It was moved by Mr. Hanks, seconded by Mr. Thompson to continue the final hearing for The Scott #604 And Dutcher #477 Watershed Ditch Petition Project for the board to hear all claims for compensation or damages for Lateral 2 till **Monday June 28, 2010 at 9:30AM.**

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

RESOLUTION NO. 10-790

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR THE COMMON PLEAS JURY COMMISSION:

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

Transfer of Appropriation

From	To	
10029201-5450	10029201-5260	\$1,572.99
Jury Commission/Machinery & Equip	Jury Commission/Inventoried Tools	

Vote On Motion Mr. Thompson Aye Mr. O'Brien Absent Mr. Hanks Aye

**Commissioners' Committees Reports
(Refer To Cd Minutes For Entire Record)**

Commissioner Hanks

- Conveyance Fees
- Attended The Council For Older Adults Festival With His Family

Commissioner Thompson

- Work A Food Line And Attended The Senior Festival
- Flag Day

RESOLUTION NO. 10-791

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; COLLECTIVE BARGAINING; PENDING OR IMMINENT LITIGATION AND LAND ACQUISITION :

It was moved by Mr. Hanks, seconded by Mr. Thompson to adjourn into Executive Session at 10:10AM.

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

RESOLUTION NO. 10-792

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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It was moved by Mr. Hanks, seconded by Mr. Thompson to adjourn out of Executive Session at 10:27AM.

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

RESOLUTION NO. 10-793

IN THE MATTER OF ADJOURNING THE MEETING:

It was moved by Mr. Hanks, seconded by Mr. Thompson to adjourn the meeting.

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

Todd Hanks

Ken O'Brien

Tommy Thompson

Letha George, Clerk to the Commissioners