

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 2, 2011

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

Present:
Dennis Stapleton, President
Ken O'Brien, Vice President
Tommy Thompson, Commissioner

RESOLUTION NO. 11-433

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 28, 2011:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on April 28, 2011; 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. Stapleton Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

-Commissioner Stapleton, Comment At The Start Of Session
-Osama Bin Laden, The Al-Qaida Leader, Has Been Killed By The U.S. Military

RESOLUTION NO. 11-434

IN THE MATTER OF HONORING HUNTER FREY A RECIPIENT OF THE 2011 JEFFERSON AWARDS:

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

WHEREAS, the Jefferson Awards are presented annually by WBNS 10TV and the Nationwide On Your Side Volunteer Network to recognize individuals who do extraordinary things in their communities without expecting a reward; and

WHEREAS, in 1972, the late Jacqueline Kennedy Onassis and Senator Robert Taft, Jr. of Ohio, created the national Jefferson Awards to highlight the works of unsung heroes and today, a network of newspapers and television stations in local communities across the country tell positive news stories about these volunteers and motivate individual responsibility for civic and neighborhood improvement; and

WHEREAS, this year, Hunter Frey is recognized as a recipient of the 2011 Jefferson Awards; and

WHEREAS, in 2006, Hunter went on a quest to help orphans in the Central African Republic by sending small toys to the children and today, he continues to sponsor children in other countries, as well as his hometown; and

WHEREAS, Hunter began a partnership with Delaware County's Family Promise and Common Ground Free Store in 2010 to serve the homeless and the needy in Delaware County where he provides Christmas gifts for children and donates money raised through a fundraiser to each organization; and

WHEREAS, the Delaware County Board of Commissioners is proud to recognize Hunter Frey as a recipient of the 2011 Jefferson Awards from Delaware County;

WHEREAS, Hunter is a shining example of one of Delaware County's fine citizens who is willing to go that extra mile to give back to his community;

THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS, DELAWARE COUNTY, OHIO: That the Delaware County Board of Commissioners, honors Hunter Frey for his ongoing support and dedication to the improvement of the central Ohio community.

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

RESOLUTION NO. 11-435

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND
PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0429:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0429.

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

RESOLUTION NO. 11-436

IN THE MATTER OF GRANTING THE ANNEXATION PETITION OF 0.562 ACRES OF LAND IN
BERKSHIRE TOWNSHIP TO THE VILLAGE OF SUNBURY:

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

Whereas, on April 4, 2011, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Jeffrey S. Gibson, agent for the petitioners, of 0.562 acres of land in Berkshire Township To The Village Of Sunbury; and

Whereas, ORC Section 709.023-Expedited Type 2 Annexation Petition; Petitions By All Property Owners With Or Without Consent of Municipality & Township(s) – If the Municipality or Township does not file an objection within 25 days after filing of annexation, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation; and

Whereas, 25 days have passed and the Clerk of the Board has not received an objection from The Village Of Sunbury or Berkshire Township;

Therefore, Be It Resolved, the Delaware County Board of Commissioners grant the annexation petition request to annex 0.562 acres of land in Berkshire Township To The Village Of Sunbury.

Vote On Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 11-437

IN THE MATTER OF APPROVING AN INCREASE IN LIMITS TO A PROCUREMENT CARD FOR THE
DELAWARE COUNTY TRANSIT BOARD:

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

WHEREAS, pursuant the Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30th, 2004, has adopted a policy for the use of County Procurement Cards and;

WHEREAS, the appointing authority for the procurement card being the Delaware County Transit Board adopts the policy established and adopted by the Delaware County Board of Commissioners for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29 (F)(2) and;

WHEREAS, the cardholders are aware of and have read the policy and are aware of the disciplinary action for misuse of the card and are aware of the responsibility associated with being a card holder and;

WHEREAS, the use of the purchasing card will follow the established procurement policy adopted by the transit board and;

WHEREAS, a procurement card has previously been issued to Stephanie Cameron by DCTB Resolution 09-11-07 with established spending limits and;

WHEREAS, companies that provide quotes with a best price do not always accept purchase orders and require purchase be made with a procurement card which exceed the already established spending limits.

NOW THEREFORE BE IT RESOLVED, that the Delaware County Transit Board authorizes:

1. An increase in the spending limits of Stephanie Cameron's card to:
Daily spending per card: \$ 5,000
Monthly spending per card: \$10,000

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Single transaction limit:	\$ 5,000 and;
Control group	A152

2. Purchases to exceed these limits when a one-time purchase that has followed DCTB’s procurement policy is necessary to achieve best price and further authorizes the Delaware County Auditor office to allow for the one-time purchase procurement card increase.

3. When the events in item #2 occur, limits will be allowed as follows:
- | | |
|----------------------------|----------|
| Daily spending per card: | \$30,000 |
| Monthly spending per card: | \$40,000 |
| Single transaction limit: | \$24,999 |

4. Regardless of the applicable spending limit on a procurement card purchase, unless the purchase meets a statutory exception to competitive bidding, no single transaction or single purchase shall exceed \$24,999.

Vote On Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Thompson Aye

RESOLUTION NO. 11-438

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS AND OTHER AMENITIES FOR FOSTER PARENT APPRECIATION BANQUET:

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

WHEREAS, The Ohio Attorney General Opinion No. 82-006 addresses the issue Expenditure Of Public Funds For Proper “Public Purpose”, and

WHEREAS, The October 20, 2003, State Auditor’s ruling on payment of Expenditures Of Public Funds For Proper “Public Purpose” states that for persons who are employees or non-employees of the County, the Commissioners must pre-approve expenditures for the purchase of coffee, meals, refreshments and other amenities.

WHEREAS, May is recognized as Foster Parent Appreciation month; and

WHEREAS, Delaware County Department of Job and Family Services has planned a banquet to honor Foster Parents to be held on May 24th; and

WHEREAS, Delaware County Department of Job and Family Services plans to use Donated funds to pay for the event; and

WHEREAS, the Department requests approval to procure food for this event; and

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 use of Department of Job and Family Services funds in an amount not to exceed \$600.00 to assist in funding the purchase of refreshments and other amenities for Foster Parent Appreciation Month 2011.

Vote On Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 11-439

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO CONTRACT FOR TRANSPORTATION (TAXI) SERVICES BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND DELAWARE CAB:

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

Whereas, the Director of Job & Family Services recommends approval of the following contract amendment;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract amendment;

**FIRST AMENDMENT TO CONTRACT FOR
TRANSPORTATION (TAXI) SERVICES**

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This First Amendment of the Contract For Transportation (Taxi) Services ("First Amendment") is entered into this 2nd day of May, 2011 by and between the Delaware County Board of County Commissioners (hereinafter, "Board") located at 101 North Sandusky Street, Delaware, Ohio 43015, Delaware County Department of Job and Family Services (hereinafter "DCJFS") located at 140 North Sandusky Street, Delaware, Ohio 43015, and Delaware Cab (hereinafter, "Contractor"), whose principal place of business is located at 9 North Union Street, Delaware, Ohio 43015 (hereinafter individually "Party" and collectively "Parties").

WHEREAS, the Parties entered into the Contract For Transportation (Taxi) Services (hereinafter "Contract") dated November 1, 2009; and,

WHEREAS, the Parties agree to the addition of certain provisions to the Contract (collectively "Provisions").

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:

The term of this contract shall be extended for an additional 18 months, inclusive of May 1, 2011 through October 31, 2012.

2. Signatures

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

3. Conflicts

In the event of a conflict between the terms of the Contract and this First Amendment, the terms of this First Amendment shall prevail.

4. Terms of Contract Unchanged

All terms and conditions of the Contract not changed by this First Amendment remain the same, unchanged, and in full force and effect.

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

RESOLUTION NO. 11-440

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

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

Whereas, the Director of Jobs & Family Services recommends approval of the following contract with the Delaware County Transit Board;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract with the Delaware County Transit Board:

**2011 CONTRACT FOR PURCHASE OF
TRANSPORTATION SERVICES
BETWEEN
THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
AND
THE DELAWARE COUNTY TRANSIT BOARD**

This Contract is entered into this 2nd day of May, 2011 by and between the Delaware County Department of Job and Family Services (hereinafter, "DCDJFS"), whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Delaware County Transit Board (hereinafter "DCTB"), whose address is 119 Henderson Court, Delaware, Ohio 43015 (hereinafter individually "Party", collectively "Parties.")

1. PURPOSE OF CONTRACT: The purpose of this Contract is to state the covenants and conditions under which the DCTB will provide specific transportation services to referred individuals.

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2. TERM: This Contract will be effective from January 1, 2011, or upon the date the last party signs the Contract, through December 31, 2011 inclusive unless otherwise terminated.

3. SCOPE OF SERVICES: DCTB maintains a public transportation system that provides transportation services. DCTB shall provide demand response transportation services to DCDJFS clients (e. g. transport DCDJFS clients to and/or from locations as prearranged and specified by DCDJFS) (“Transportation Services”). DCDJFS clients receiving such Transportation Services shall be referred to DCTB by DCDJFS and shall receive authorization from DCDJFS for Transportations Services. DCTB shall use its own vehicles to provide such Transportation Services. Additional services as provided herein may be rendered at an additional charge to DCDJFS.

4. REMUNERATION: In exchange for providing such Transportation Services, DCDJFS shall pay DCTB by fixed unit rate and charges. The rates and charges shall be by person traveling and shall be as follows:

Standard Rates

- Demand Response:
- o Mileage Rate: \$ 2.58 per loaded mile
- o Minimum Per Trip: \$12.90
- o Fuel Service Charge : \$ 0.05 per loaded mile

Fuel Service Charge shall be applied to Mileage Rate or Minimum Per Trip charge only if the AAA average cost per gallon of fuel for Ohio averages \$3.75 per gallon or higher. The Fuel Service Charge will increase by \$0.05 for every \$0.50 per gallon that the AAA average cost per gallon of fuel for Ohio increases above \$3.75 per gallon. For example, if the AAA average cost per gallon of fuel for Ohio averages \$4.75 per gallon, the Fuel Service Charge will be .15cents

Additional Service Charges

- No Show/Dead Run : \$12.90 per trip request
- Additional Door to Door Transportation: \$ 7.00 per trip
- Other Necessary Passenger Assistance: \$ 7.00 per trip
- Additional Rider Charge: \$ 5.00 per rider per trip
- Service Time Charge (wait time): \$ 8.40 per fifteen-minutes of time or any portion thereof
- Cancellations : \$7.00 per scheduled trip
- Personal Care Attendant (PCA or AIDE) No Charge

No Show/Dead Run charges shall apply to scheduled trips that are not cancelled at least one hour prior to the scheduled pick up time.

Cancellations are considered scheduled trips if cancelled after 2:00 PM of the day prior to the trip.

Unless otherwise agreed between the Parties, DCDJFS shall not be required to pay and the DCTB understands and agrees that DCDJFS will not pay any administrative costs or fees or other charges beyond the fees negotiated in this Contract.

5. ADDITIONAL SERVICES:

For demand response service, DCTB may, upon prior approval of DCDJFS, provide additional services within DCTB’s policies such as but not limited to:

- a) Wait Time (beyond DCTB’s policy of scheduled time)
 - i) At origin point
 - ii) At destination point
- b) Rider assistance in excess of immediate boarding or alighting vehicle
- c) Any actual time incurred as a result of the necessity for the driver to leave the vehicle.
- d) Other services on an individual basis as agreed by DCTB and the DCDJFS.

6. INVOICE: DCTB shall within thirty (30) days of the end of each month submit to DCDJFS a proper detailed invoice covering purchased services rendered to eligible individuals. For each service provided that is covered by this Contract, such invoice shall include, but is not limited to, monthly actual expenditures, the names of persons served, number of units, and amount claimed based on the fees negotiated and established in this Contract.

Before making payment, DCDJFS will review invoices for completeness and all necessary information. Defective invoices shall be returned to the DCTB noting areas for correction. When such notification of defect is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.

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The DCDJFS shall have thirty (30) days after receipt of a proper, complete, and accurate invoice from the DCTB to pay such invoice.

The date of the warrant issued in payment shall be considered the date payment is made.

Payment shall not be initiated before a proper, complete, and accurate invoice is received by the DCDJFS.

7. AUDIT: All reported expenditures are subject to audit by appropriate federal, state, or local officials and/or their appointed representatives.

8. MAXIMUM AMOUNT OF REMUNERATION UNDER CONTRACT: The total amount of remuneration paid under this Contract shall not exceed Twenty-Four Thousand Dollars and No Cents (\$24,000.00).

9. AVAILABILITY OF FUNDS: The DCTB understands and agrees that payments for all services provided in accordance with the provisions of this Contract are contingent upon the availability of federal, state, and local funding. In the event that federal, state, and/or local funding is no longer available to the DCDJFS, the DCTB understands that changes and/or termination of this Contract will be required and/or necessary. Such changes and/or termination will be effective on the date that the federal, state and/or local funding is no longer available, or later as otherwise agreed by the Parties.

10. DUPLICATE BILLING: DCTB warrants that claims made to DCDJFS for payment for purchased services shall be actual services rendered to eligible individuals and will not duplicate claims made by DCTB to other sources of funds for the same services. The DCTB agrees to pay DCDJFS the full amount of payment received for duplicate billing, erroneous billing, deceptive claims, or falsification.

11. REFERRAL AND MONITORING PROCEDURES:

A. DCDJFS Responsibilities:

i. Call referral to DCTB at least twenty-four (24) hours prior to the time service is needed, except in emergency.

ii. Provide information concerning:

- a. When- time, date,
- b. Place- pick up and destination,
- c. Client name and applicable program,
- d. Which clients should have verification of their attendance at an appointment.

iii. Provide authorizations for individuals requiring Transportation Services. The authorization will include the name(s) of the person(s) to be transported, the origin point, the destination point, the date and time the transportation is to occur, and any other special instructions or special services that are needed.

iv. Due to scheduling requirements, authorizations must be received by 12:00 noon for trips for the next business day. Authorizations received after this time may result in DCTB's inability to adequately provide the Transportation Services. The requesting DCDJFS case worker and his/her supervisor will be notified if any of these trips can not be accommodated so that other arrangements can be made.

v. Provide both telephonic and written confirmation of any changes to the authorization at least 24 hours in advance of effective change.

vi. Provide both telephone and written notice of any changes in ridership or times.

B. DCTB Responsibilities:

i. Provide Transportation Services on a pre-arranged schedule within DCTB's operating days, times, service area, and established rules.

ii. Provide demand response Transportation Service.

iii. Provide services within the time lines given.

iv. Schedule transportation based on authorization by DCDJFS and availability of DCTB vehicles.

v. Notify DCDJFS staff of a no-show if occurrence is the second consecutive occurrence.

vi. Consult with appropriate staff on transportation issues concerning individual clients.

vii. Keep accurate records of services and send a monthly statement of services provided and charges.

viii. Immediately notify the DCDJFS supervisor or the DCDJFS director of any accident or incident, no matter how minor, that involves a client covered by this contract. DCDJFS will give DCTB a list of contact numbers to use should such notification be required.

ix. Maintain adequate insurance on all vehicles.

x. Maintain vehicles and equipment in good operating order.

xi. Ensure that all wheelchairs are properly tied down.

12. NON-EXCLUSIVITY: DCTB is a public transportation system. This Contract does not provide

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exclusive transportation to DCDJFS clients. Individuals from the general public or other contracted clients may also at times be passengers in the vehicle during the transportation of DCDJFS clients.

13. **EXCLUSION OF DISRUPTIVE PASSENGERS:** DCTB reserves the right to refuse or deny Transportation Services to any individual as a result of disruptive and/or unacceptable behavior or any other reason that DCTB determines may cause an unsafe transportation environment.

14. **INDEPENDENT CONTRACTORS:** The DCTB understands and agrees that the DCTB shall act as and provide Transportation Services for the Board, DCDJFS and Delaware County, Ohio as an independent contractor and, as such, is not an employee of the Board, DCDJFS, Delaware County, Ohio, or the Ohio Department of Job and Family Services. As an independent contractor, the DCTB understands and agrees that it is not entitled to any of the benefits of employment with the Board, DCDJFS, Delaware County, Ohio, or the Ohio Department of Jobs and Family Services. The DCTB also understands and agrees that as an independent contractor the DCTB is responsible for complying with all federal, state, and local laws, including, but not limited to, reporting of income for federal, state, and local income tax purposes; reporting and paying self employment taxes; reporting and paying for workers compensation; establishing a retirement plan, if desired; and/or purchasing hospitalization and other insurance coverage, if desired.

15. **LICENSES:** DCTB certifies that at all times throughout the life of this Contract that all drivers providing Transportation Services pursuant to this Contract have a valid, current, and appropriate Ohio operators (drivers) license. DCTB also certifies that it holds all approvals, licenses, and/or other qualifications necessary in and for the performance of the services provided pursuant to this Contract and to conduct business in Ohio. DCTB further certifies that such approvals, licenses, and/or other qualifications are current and valid and shall remain as such throughout the life of this Contract.

16. **FINANCIAL RECORDS:** The DCTB shall maintain independent books, records, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such reports shall be subject to and made available at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.

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

DCTB understands and agrees that it shall maintain and preserve in its possession for a period of six (6) years from the date of the termination of this Contract and/or the submission of the final expenditure report, whichever is later, all financial records related to this Contract, including, but not limited to, any and all documentation used by the DCTB in the administration of the program and delivery of services. Likewise, the DCTB understands and agrees that it shall assure the maintenance and preservation of such records and documentation in the possession of any third party performing work related to this Contract for a like period of time, unless otherwise directed by the DCDJFS.

If any litigation, action, claim, negotiation, audit, or other action involving this Contract has been initiated, filed, or started before the expiration of the six (6) year period, the DCTB understands and agrees that it shall maintain and preserve all records and documents related to the performance of this Contract and shall assure that any such records or documents in the possession of a third party are maintained and preserved until the final completion of the litigation, action, claim, negotiation, audit, or other action and all issues which arise or are connected to such are resolved or until the end of the six (6) year period, whichever is later.

18. **RESPONSIBILITY FOR AUDIT EXCEPTIONS:** DCTB understands and agrees to accept responsibility for receiving, replying to, paying for, and/or complying with any audit exception by appropriate local, state, or federal audit related to the provision of services under this Contract.

19. **SAFEGUARDING OF CLIENT:** DCTB understands and agrees that any and all information the DCTB receives from DCDJFS or by other means concerning individuals eligible for services under this Contract and/or information concerning any clients of DCDJFS, no matter the nature, is strictly confidential. The DCTB further understands and agrees that any disbursement, use or disclosure of such information is prohibited, except upon the written consent of the eligible individual or his responsible parent or guardian, and may result in the termination of this Contract.

20. **CIVIL RIGHTS:** DCDJFS and DCTB agree that as a condition of this contract there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the DCTB will comply with all

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appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

21. PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS:

The Parties are political subdivisions of the state of Ohio or are boards, departments, entities, or parts thereof. As such, the Parties lack authority to indemnify. Therefore, the Parties understand and agree that each Party is and shall be responsible for its own negligence, actions, or omissions and/or the negligence, actions, or omissions of their respective boards, board members, officials, officers, employees, agents, representatives, servants, and/or volunteers, resulting from or related in any manner to the performance of this Contract. The Parties agree to be individually and solely responsible for any and all liability, loss, damages, injury, including death, penalties, costs, fines, fees, and/or related expenses that each may incur as a result of its own negligence, actions, or omissions and/or the negligence, actions, or omissions of its respective boards, board members, officials, officers, employees, agents, representatives, servants, and/or volunteers in the performance of this Contract.

22. INSURANCE:

The DCTB shall carry and maintain throughout the life of the Contract such bodily injury and property damage liability insurance and vehicle insurance as will protect it and the Board, DCDJFS, Delaware County and their respective boards, board members, officials, officers, employees, agents, representatives, servants, and/or volunteers against any and all claims for personal injury, including death, or property damage, which may arise from the performance of or operations under this Contract, including the use of vehicles in connection therewith.

Prior to commencement of this Contract, the DCTB shall present to DCDJFS current certificates of insurance, and shall maintain current such insurance during the term of this Contract. The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf. All insurance shall be written by insurance companies licensed to do business in the State of Ohio.

23. TERMINATION:

A. Termination for the Convenience:

Either Party may terminate this Contract at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Party. The DCTB shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, the DCTB shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. Effect of Waiver of any Occurrence of Breach or Default:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If either Party fails to perform an obligation or obligations under this Contract and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by DCDJFS shall be authorized in writing and signed by an authorized DCDJFS representative.

24. ACCESSIBILITY OF PROGRAM TO HANDICAPPED: The DCTB agrees to make all Transportation Services and/or other services or programs provided pursuant this Contract available to disabled and/or handicapped individuals. The DCTB agrees as a condition of the Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the DCDJFS of Health and Human Services and termination of this Contract.

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25. AMENDMENT OF CONTRACT: This Contract may be amended at anytime by a written amendment signed by the Parties.

26. RESOLUTION OF DISAGREEMENT: DCDJFS and the DCTB agree to the following hierarchy in resolving disagreements related to this contract:

Level I: DCDJFS Supervisor/DCTB Executive Director
Level II: DCDJFS Director/DCTB

27. DMA FORM STATEMENT: DCTB certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion List. Pursuant to R.C. § 2909.33, DCTB agrees make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Contract is contingent upon full completion of such certificate and “No” being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Contract and by this reference made a part of this Contract.

28. DRUG FREE ENVIRONMENT: The Parties agree to comply with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug free environment policy. The Parties shall make a good faith effort to ensure that all of their respective employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

29. NOTICES: All notices which may be required by this Contract or by operation of any rule of law shall be hand delivered or sent via certified mail, return receipt requested, reputable nationally known overnight courier, return receipt requested, or facsimile to the following individuals and /or entities at the following addresses and shall be effective on the date received:

DCTB:	DCDJFS:
Delaware County Transportation Board 119 Henderson Court Delaware, Ohio 43015	Delaware County Department of Job and Family Services 140 N. Sandusky Street Delaware, Ohio 43015
Fax: (740) 362-7603	Fax: (740) 833-2302

30. FINDINGS FOR RECOVERY: DCTB certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

31. SEVERABILITY: If any provision of this Contract is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of the Contract. All provisions of this Contract shall be deemed severable.

32. GOVERNING LAW: This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

33. AUTHORITY TO SIGN: Any person executing this Contract in a representative capacity hereby warrants that he/she has authority to sign this Contract or has been duly authorized by his/her principal to execute this Contract on such principal’s behalf.

34. ENTIRE AGREEMENT: This Contract (and its Attachments) shall constitute the entire understanding and agreement between the DCDJFS and the DCTB, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

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

RESOLUTION NO. 11-441

IN THE MATTER OF APPROVING THE SUBGRANT AGREEMENT BETWEEN THE OHIO DEPARTMENT
OF JOB AND FAMILY SERVICES AND THE DELAWARE COUNTY BOARD OF COUNTY
COMMISSIONERS FOR THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES:

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

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

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

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subgrant agreement:

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT
G-1213-1 1-0030**

RECITALS:

This Subgrant Agreement is entered into between the Ohio Department of Job and Family Services (hereinafter referred to as "ODJFS") and the Delaware County Board of County Commissioners (hereinafter referred to as "Board"), in accordance with Sections 307.98 and 5101.21, Revised Code.

The intent of this Subgrant Agreement is to establish between ODJFS and the Board the relationship of a "pass-through entity" and a "subrecipient" as those terms are used in OMB Circular A-133, promulgated by the United States Office of Management and Budget (OMB).

This Subgrant Agreement is applicable to all subawards by ODJFS to Delaware County for the operation of the Delaware county department of job and family services (CDJFS) that performs all CDJFS duties set forth in Section 329.04, Revised Code, and all public children services agency (PCSA) duties. It is not applicable to subawards relating to any duties assigned to a child support enforcement agency (CSEA), nor is it applicable to subawards funded or authorized by the Workforce Investment Act (WIA), Chapter 4141 of the Revised Code, the Workforce Investment Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight. Subawards subject to this Subgrant Agreement include all subawards of grant awards to the State of Ohio by the United States Department of Health and Human Services (HHS) and the United States Department of Agriculture (USDA). Subawards subject to this Subgrant Agreement are not for research and development purposes.

DEFINITIONS:

A. "County family services agency" means a county department of job and family services, a public children services agency and a child support enforcement agency, as designated by the board of county commissioners in Section 307.981, Revised Code.

B. "Family services duty" means a duty required by state law allowing a county family services agency to perform all financial and administrative functions associated with the performances of those duties. Family services duty does not include duties or activities funded or authorized by the Workforce Investment Act ("WIA"), Chapter 4141, Revised Code, the Workforce Investment Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight;

C. "Financial assistance" means all cash, reimbursements, allocations of funds, cash draws, and property that is provided by ODJFS to a county family services agency. All requirements in this Agreement related to financial assistance also apply to any money used by the county to match state or federal funds; and

D. "State and federal laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the Revised Code, uncodified law included in an Act, Ohio Administrative Code (OAC) rules, any Treasury State Agreement or state plan, and any OMB circulars that a federal statute or regulation has made applicable to state and local governments. State and federal laws also include any Governor's Executive Orders to the extent that they apply to counties and ODJFS Procedure Manuals. The term "state and federal laws" includes all state and federal laws existing on the effective date of this Agreement as well as those state and federal laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Agreement.

E. "Subgrantee" has the same meaning as "county grantee," as that term is defined in Section 51 01 .21 (A) (1), Revised Code.

F. "Subgrant agreement" has the same meaning as "grant agreement," as that term is defined in Section 5101.21 (A) (6), Revised Code.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

A. The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, Conditions, and requirements governing the administration and use of the financial assistance received by or used by the Delaware CDJFS/PCSA.

B. This Subgrant Agreement is entered into by the Board on behalf of Delaware and of the Delaware CDJFS.

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ARTICLE II. STATUTORY AUTHORITY OF ODJFS

As a pass-through entity under OMB Circular A-133, ODJFS may:

- A. Provide financial assistance to the SUBGRANTEE in accordance with this Subgrant Agreement and state and federal laws.
- B. Provide annual financial, administrative, or other incentive awards to the SUBGRANTEE subject to Section 5101.23, Revised Code.
- C. Monitor the SUBGRANTEE to obtain reasonable assurance that the financial assistance provided pursuant to this Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- D. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding provided under this agreement.
- E. Provide technical assistance and training to assist the SUBGRANTEE in complying with its obligations under state and federal law and this agreement.
- F. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to the family services duties for which these funds are awarded. Any ODJFS enforcement action against the SUBGRANTEE will be taken in accordance with Section 5101.24, Revised Code, unless another section provides authority for a different action. If ODJFS takes an action authorized by Section 5101.24, Revised Code, ODJFS will provide written notice to the Board, the county auditor, and the family services agency director. The entity against which any action is taken may request an administrative review in accordance with Section 5101.24, Revised Code, except as provided by Section 5101.24(E)

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

As a subrecipient of the state of Ohio under OMB Circular A-133, SUBGRANTEE must:

- A. Ensure that the funds included in this Subgrant Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the department and state and federal laws, as well as the federal terms and conditions of the grant award.
 - B. Utilize a financial management system that meets the requirements established by ODJFS and use the ODJFS designated software programs to report financial and other data according to the standards established by ODJFS. SUBGRANTEE will provide to ODJFS all program and financial reports and updates in accordance with the timeliness schedules, formats and other requirements established by ODJFS.
 - C. Promptly reimburse ODJFS the amount the SUBGRANTEE is responsible for, pursuant to action the department takes under division (C) of Section 5101.24, Revised Code, of funds the department pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty.
 - D. Promptly reimburse to ODJFS the amounts of any cash overdrafts or excessive cash draws paid to SUBGRANTEE by ODJFS.
 - E. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law to determine compliance with the conditions, requirements, and restrictions applicable to a family services duty for which this Subgrant is awarded determines compliance has not been achieved.
 - F. Where SUBGRANTEE identifies reimbursements or other payments due to ODJFS, promptly notify ODJFS and request direction as to the manner in which such payments shall be made. Where ODJFS identifies reimbursements or other payments due ODJFS and notifies SUBGRANTEE, payment shall be made in the manner specified by ODJFS.
 - G. Make records available to ODJFS, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.
 - H. Provide and ensure the existence and availability of local non-federal funds for the purpose of matching any federal funding for allowable operating expenses incurred by SUBGRANTEE. SUBGRANTEE must also ensure that any matching funds, regardless of their source, that SUBGRANTEE manages are clearly identified and used in accordance with federal and state laws and the requirements of this Subgrant Agreement.
- Maintain documentation of all subgrant related activity in accordance with the requirements of OAC Section

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5101:9-9-29.

Comply with all requirements of state and federal laws which are required by OAC Section 5101:9-4-04 to be included in a county written code of standards of conduct and with all additional requirements and prohibitions specified in that administrative rule.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

A. This Subgrant Agreement will be in effect from July 1, 2011, through June 30, 2013, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.

B. In addition to Article IV-A above, it is expressly understood by both ODJFS and SUBGRANTEE that this Subgrant Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to Section 126.07, Revised Code, that there is a balance in the appropriation not already allocated to pay current obligations.

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

A. The total amount of the Subgrant for State Fiscal Years (SFY) 2012 and 2013 and grant specific terms and conditions such as, but not limited to, the applicable period of availability, will be provided to SUBGRANTEE in formal notices. ODJFS will provide this funding expressly to perform the Subgrant activities described in ARTICLE I of this Subgrant Agreement. This amount will be determined by the methodology required by OAC 5101:9-6. ODJFS will notify SUBGRANTEE of revisions to subgrant amounts and terms through the issuance of supplementary notices as changes arise.

B. SUBGRANTEE will limit cash draws from ODJFS to the minimum amount needed for actual, immediate requirements in accordance with the Cash Management Improvement Act, 31 CFR Part 205, 45 CFR Parts 74 and 92, 7 CFR Part 3016, Transmittal No. TANF-ACF-PI-01-02 issued by the United States Department of Health and Human Services, and ODJFS requirements including Chapter 7 of the Fiscal Administrative Procedures Manual. SUBGRANTEE agrees that amounts submitted as the basis for claims for reimbursement will not exceed the amount of actual cash expenditures for lawfully appropriate purposes under the terms of the subaward in question.

C. SUBGRANTEE understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, including federal funds. If at anytime the ODJFS Director determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, the ODJFS Director may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODJFS for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.

D. In all circumstances under which budgetary information is maintained or is required to be maintained for a grant, SUBGRANTEE must be able to reconcile budgetary expenditures to actual costs when required by ODJFS.

E. As a subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to all federal funds provided under this Subgrant Agreement pursuant to OMB Circulars A-102, 2 CFR 225 (A-87), and A-133, as well as 45 CFR 92, 7 CFR 3016, 45 CFR 95, and 45 CFR 96, including but not limited to, the following federal rules:

Standards for financial management systems: SUBGRANTEE and its subgrantee(s) will comply with the requirements of 45 CFR 92.20 and 7 CFR 3019.21, including, but not limited to:

- a. Fiscal and accounting procedures;
- b. Accounting records;
- c. Internal control over cash, real and personal property, and other assets;
- d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
- e. Source documentation; and Cash management.

2. Period of Availability of Federal Funds: Pursuant to 45 CFR 92.23 and 7 CFR 3016.23, SUBGRANTEE and its subgrantee(s) may charge to the award only costs resulting from obligations incurred during the funding period specified in the notices under Article V-A, above, unless notified by ODJFS that carryover of these balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated in a timely manner in accordance with federal and state law and specifications by ODJFS, not to exceed 90 days.

3. Matching or Cost Sharing: Pursuant to 45 CFR 92.24 and 7 CFR 3016.24, matching or cost sharing requirements applicable to the Federal program must be satisfied by allowable costs incurred or third-party in-

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kind contributions and must be clearly identified and used in accordance with all applicable federal and state laws.

For Federal programs in which state funds are made available to use as matching funds, the subgrantee is required to use, in addition to the amounts required under Section 5101.16, Revised Code, additional local funds for matching funds in the event that the state funding allocated for that purpose is exhausted.

4. Program Income: Program income must be used as specified in 45 CFR 92.25 and 7 CFR 3016.25.

5. Real Property- If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 92.31 and 7 CFR 3016.31.

6. Equipment- Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 45 CFR 92.32 and 7 CFR 3016.32.

7. Supplies: Title and disposition of supplies acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds will be governed by the provisions of 45 CFR 92.33 and 7 CFR 301 6.33.

F. SUBGRANTEE expressly certifies that it is not debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

ARTICLE VI. AUDITS OF SUBGRANTEE

A. SUBGRANTEE agrees to provide for timely audits as required by OMB Circular A-133. Subject to the threshold requirements of 45 CFR 92.26, 7 CFR 3016.26, and OMB Circular A-133, SUBGRANTEE must ensure that the county of which they are a part has an audit with a scope as provided in OMB Circular A-133, Subpart E, § 500 that covers funds received under this agreement. Costs of such audits are allowable as provided in OMB Circular A-133, Subpart E, § 230. SUBGRANTEE must send one (1) copy of the final audit report to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section, at 30 East Broad Street, 37nd Floor, Columbus, Ohio 43215, within two (2) weeks of the SUBGRANTEE's receipt of any such audit report.

B. SUBGRANTEE must take prompt action to correct problems identified in an audit.

ARTICLE VII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

A. This Subgrant Agreement may be terminated in accordance with any of the following:

1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the ODJFS Director and the Board, and the termination agreement is adopted by resolution of the Board. An agreement to terminate is effective on the later of the date stated in the agreement to terminate, the date it is signed by all parties, or the date the termination agreement is adopted by resolution of the Board.

2. Either party may terminate after giving ninety (90) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.

3. ODJFS may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by a federal administrative agency, or illegal conduct affecting the operation of the Subgrant Agreement. In the event of such a termination, ODJFS will send a notice to the Board and other county signatories to this Subgrant Agreement, specifying the reason for the termination and the effective date of the termination.

C. Pursuant to Section 5101.24, Revised Code, 45 CFR 92.43, and 7 CFR 3016.43, as applicable, if SUBGRANTEE or any of its subgrantee(s) materially fails to comply with any term of an award, state and federal laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, ODJFS may take any or all of the following actions it deems appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the SUBGRANTEE or its subgrantee(s) or more severe enforcement action;

2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;

3. Wholly or partly suspend or terminate the current award for the SUBGRANTEE or its subgrantee(s)' Subgrant activity;

4. Withhold further awards for the Subgrant activity; or

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5. Take any other remedies that may be legally available, including the additional remedies listed elsewhere in this Subgrant Agreement.

D. SUBGRANTEE, upon receipt of a notice of suspension or termination, will do all of the following:

1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement; Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities;

2. Prepare and furnish a report to ODJFS, as of the date SUBGRANTEE received the notice of termination or suspension that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and

3. Perform any other tasks that ODJFS requires.

E. Upon breach or default by SUBGRANTEE of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, ODJFS will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by ODJFS of any occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS or SUBGRANTEE fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE VIII. NOTICES

A. Notices to ODJFS from SUBGRANTEE that concern this award, termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the ODJFS Deputy Director of Fiscal and Monitoring Services at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215.

B. Notices to the SUBGRANTEE from ODJFS concerning any and all matters regarding this Subgrant Agreement, including changes in the amount of funding or in the source of federal funding, will be sent to the Board and other county signatories to this Agreement.

C. All notices in accordance with Section A of this ARTICLE VIII will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE IX. AMENDMENT, ADDENDA, AND SUBGRANTS

A. Amendment: This document, along with any related addenda, constitutes the entire agreement between ODJFS and SUBGRANTEE with respect to all matters herein. Otherwise, only a document signed by both parties may amend this Subgrant Agreement. Both ODJFS and SUBGRANTEE agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

If ODJFS notices a need for correction of erroneous terms and conditions, it will immediately send SUBGRANTEE an amended Subgrant Agreement for signature. If SUBGRANTEE notices a need for correction of erroneous terms and conditions, it will immediately notify ODJFS.

B. Addenda: ODJFS will provide information concerning changes to the requirements of this Subgrant Agreement in addenda thereto. Any addenda to this Subgrant Agreement will not need to be signed. Any draw of the funds following the receipt of an addendum will constitute acceptance of changes specified therein.

C. Subgrants

1. Any subgrants made by SUBGRANTEE to another governmental entity, university, hospital, other nonprofit, or commercial organization will be made in accordance with 45 CFR 92.37 and 7 CFR 3016.37 and will impose the requirements of 45 CFR 92, 7 CFR 3016, 45 CFR 74, and 7 CFR 3019, as applicable, as well as federal and state law. Any award of a subgrant to another entity shall be made by means of a county subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to SUBGRANTEE regarding the grant that SUBGRANTEE subgrants to the entity, including the conditions, requirements, and restrictions of Section 5101.21, Revised Code.

2. Debarment and Suspension: As provided in 45 CFR 92.35 and 7 CFR 3016.35, SUBGRANTEE and its subgrantees must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs. Prior to making any such award or permitting any such award, SUBGRANTEE must confirm that the party to which the award is proposed to be made is not debarred or suspended or otherwise excluded from or ineligible

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for participation in federal assistance programs.

3. Procurement: While SUBGRANTEE and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal laws, including, as applicable, 45 CFR 92.36, 7 CFR 3016.36, 45 CFR 74.40 through 45 CFR 74.48, and 7 CFR 3019.40 through 7 CFR 3019.48. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.

4. Monitoring: SUBGRANTEE must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subgrant, and function supported by the Subgrant, to ensure compliance with all applicable federal and state requirements, including 45 CFR 92.40, 7 CFR 3016.40, and OAC 5101:9-1-88. If SUBGRANTEE discovers that subgrant funding has not been used in accordance with state and federal laws, SUBGRANTEE must take action to recover such funding.

5. Duties as Pass-through Entity: SUBGRANTEE must perform those functions required under state and federal laws as a subrecipient of ODJFS under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

ARTICLE X. MISCELLANEOUS PROVISIONS

A. Limitation of Liability: To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, SUBGRANTEE agrees to be responsible for any liability directly related to any and all acts of negligence by SUBGRANTEE. In no event shall either party be liable for any indirect or consequential damages, even if ODJFS or SUBGRANTEE knew or should have known of the possibility of such damages.

B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.

C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by ODJFS to the Board, to any county signer required by division (B) of Section 51 01 .21, Revised Code, or to any county family services agency that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, ODJFS, or any of the officers or employees of the State of Ohio or ODJFS.

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

RESOLUTION NO. 11-442

IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF THE OTHER PROGRAM INCOME ANNUAL REPORT WITH THE OHIO DEPARTMENT OF DEVELOPMENT, OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to authorize the submittal of the report:

WHEREAS, the Ohio Department of Development provides financial assistance to Delaware County under the Community Development Block Grant (CDBG) Program; and

WHEREAS, Other Program Income is generated from CDBG that does not fit in the Housing, Economic Development, or Micro categories, and

WHEREAS, the Ohio Department of Development requires the County to submit a report of the Other Program Income funds for their review.

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. The Delaware County Board of Commissioners hereby authorizes the submittal of the Other Program Income Report for the period January 1, 2010-December 31, 2010 to Ohio Department of Development, Office of Housing and Community Partnership.

Vote On Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 11-443

IN THE MATTER OF APPROVING A JOB DESCRIPTION FOR A SOCIAL SERVICES SUPERVISOR FOR

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THE DEPARTMENT OF JOB AND FAMILY SERVICES:

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

DELAWARE COUNTY
Department of Job and Family Services

TITLE: Social Services Supervisor

JOB OBJECTIVES: Individual provides direction to staff personnel in the Social Services Unit. Individual is responsible for supervising staff personnel involved in abuse/neglect investigations, providing ongoing assistance to children and families and placement of those youth determined to be unsafe at home. Individual reports to the Social Services Administrator, Department of Job and Family Services.

ESSENTIAL JOB FUNCTIONS:

- * Provides technical assistance to staff in interpreting policy and applying knowledge of the computer system (SACWIS);
- * Ensures compliance with all state mandates;
- * Interprets and implements Federal and State regulations; maintains/updates all manuals on an annual basis; stays current on all job-related information and distributes written materials to appropriate staff within one week of distribution to supervisors.
- * Develops, recommends, administers and enforces, in a consistent manner, departmental policies and procedures;
- * Supports social services and other programs by working with local agencies to include recommending and monitoring contracts, attending meetings, conferences, workshops, training sessions, and performing a variety of public relations duties;
- * Develops, oversees and insures the efficient operation of social services programs;
- * Supervises staff involved with social services programs to include, but not limited to, assigning work, planning and estimating project completions, monitoring performance, training employees, interviewing staff, conducting annual evaluations and resolving problems, grievances and personnel situations; conducts weekly case reviews in accordance with unit expectations to monitor worker’s performance and maintain records of the reviews. Results/trends may be used in the agency Quality Improvement Plan.
- * Conducts weekly scheduled conferences with their workers. Conferences may be scheduled more frequently depending on need and social worker proficiency. Plans, schedules, organizes, and supervises the work of the social services personnel, including, but not limited to, time and attendance scheduling of personnel, authorizing overtime and sick and vacation leave, and approval of bi-weekly payroll; serves as backup to their workers as well as co-supervisors as needed.
- * Reviews with workers and implements all administrative directives within the specified time frames.
- * Attend and actively participates in all required agency meetings.
- * Plans and coordinates departmental training of social services personnel;
- * Devises correspondence, completing forms and developing reports associated with Communications Center programs;
- * Participates in state hearings;
- * Responsible for planning and recommending purchases of all departmental needs, such as equipment, office equipment and supplies, service contracts;
- * Carries supervisor on call phone on a rotating basis;
- * Handles client complaints and public inquiries regarding programs;
- * Maintains statistics and completes monthly reports; and

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- * Any other duties as assigned by the supervisor.

NON-ESSENTIAL JOB FUNCTIONS:

Performs related Essential/Non-Essential functions as required.

I. JOB REQUIREMENTS

Equipment: Ability to operate a variety of office equipment such as computer, copier, typewriter, telephone, calculator, FAX machine, VCR, and other equipment necessary to perform duties. Ability to use a motor vehicle is required.

Critical Skills/Expertise:

- * Thorough knowledge of and the ability to apply rules, regulations and guidelines associated with Adult and Child Protective Services program. Includes, but is not limited to Family Children and Adult Services Manual, Ohio Administrative Code, Foster Care Manual and SACWIS User's manual;
- * Ability to define and solve problems, collect data, establish facts, draw valid conclusions using judgment and analytical skills;
- * Ability to apply effective supervisory skills to direct, motivate, and manage subordinate personnel;
- * Thorough knowledge of and ability to apply SACWIS computer system to complete jobs and aid staff in using the system;
- * Extensive knowledge of and ability to apply program policies and procedures to assist staff in the performance of their responsibilities;
- * Ability to communicate effectively, both orally and written;
- * Ability to work effectively with clients who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within reasonable range of constructive behaviors;
- * Ability to motivate and counsel staff and clients;
- * Ability to organize and maintain large volumes of information and paperwork; and
- * Ability to effectively program plan independently and in collaboration with other staff units and outside agencies.

Job Standards: Master's degree combined with at minimum five years experience in social services, two of which must be experience in child welfare or Bachelor's degree combined with at minimum five years experience in social services, three of which must be experience in child welfare. Must demonstrate the ability to manage and lead subordinate personnel. Must possess a valid Ohio driver's license and an acceptable driving record. Must meet and maintain qualifications for driving on county business at all times.

II. DIFFICULTY OF WORK

Work consists of complex, varied, standardized and non-standardized tasks requiring application of numerous laws, rules, regulations, and procedures. Individuals are required to provide technical assistance to staff personnel on programs, policies and the interrelationship of programs under extremely complex and difficult situations. The position requires the individual to be continually aware of changes occurring which must be learned and passed on to staff. Procedures must be developed for implementing changes at the local level.

III. RESPONSIBILITY

Individual supervises subordinates, assigning projects, checking on progress of work and evaluating results. Supervisor provides general guidance allowing the individual the ability to plan the procedures and methods to attain objectives. Individual makes choices or decisions without supervisory input on most daily activities, such as scheduling, appointments, establishing priorities, making referrals to other agencies, and forming collaborative relationships with other service providers in the county. Individual operates independent of supervision in handling staffing and daily operations, normally receiving supervisor's input when needed. Errors in work may cause inaccuracies in reports, records, or technical

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data resulting in inaccurate or incomplete information. Failure to assure the child’s safety may result in permanent injury or even death to that child.

IV. PERSONAL WORK RELATIONSHIPS

Contact is with co-workers, employees from public and private sector organizations and the public. The purpose of these contacts is to guide and direct, check on progress of work assigned, coordinating services, job development/referrals and handle questions about Department, programs and client concerns.

V. PHYSICAL EFFORT AND WORK ENVIRONMENT

- Physical Requirements:** The physical requirements of the position are identified as sedentary work, which may require the lifting of up to twenty-five (25) pounds.
- Physical Activity:** The physical activity of the position is fingering, talking, hearing, listening, reaching, and walking.
- Visual Activity:** The minimum visual activity of the seeing job is close to the eyes.
- Job Location:** The minimum work conditions for the position indicates that the individual is not exposed to adverse environmental conditions.

Vote On Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Thompson Aye

RESOLUTION NO. 11-444

IN THE MATTER OF APPROVING A JOB DESCRIPTION FOR SITE TRAINER-GENERAL BUILDING
MAINTENANCE POSITION FOR THE DEPARTMENT OF JOB AND FAMILY SERVICES AND THE
MAINTENANCE DEPARTMENT:

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

DELAWARE COUNTY
Department of Job and Family Services/ Maintenance Department

TITLE: Site Trainer-General Building Maintenance

JOB OBJECTIVES: Individual is responsible for providing hands-on instruction, direction and training to program participants. Individual helps participants develop educational, career and employment goals and assures all the rules and regulations of the Workforce Development Training Program and County Maintenance Department are being followed. Individual reports to the Supervisor of Workforce Development and Maintenance Supervisor.

ESSENTIAL JOB FUNCTIONS:

- * Oversees and monitors participants on the training crew;
- * Instructs and assists participants on common manual labor and basic building maintenance to develop skills in the areas including, but not limited to, moving equipment, records and furniture, painting, mowing, weeding, lawn care, general cleaning and common office and household maintenance;
- * Assist Maintenance Department crews in wide variety of tasks required to maintain County Buildings and Grounds;
- * Assures all policies, procedures, rules and regulations of the training and educational program are being followed at all times;
- * Assists, trains and teaches participants on the job skills;
- * Documents and maintains case notes of participants in the program;
- * Responsible for the safety and location of all participants at **ALL** times;
- * Provides positive guidance and mentoring to participants at all times;
- * Performs visual checks, removal and replacement of fire extinguishers;

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- * Establishes the daily schedule of work to be completed and materials/supplies required for each job;
- * Transports the work crew and supplies to and from the worksite using a County vehicle and trailer;
- * Teaches and instructs participants with the skills necessary for specific projects and activities relating to job development;
- * Occasional disposal of bodily fluids;
- * Completes daily, weekly and monthly reports; and
- * And other duties as assigned by the Supervisor.

NON-ESSENTIAL JOB FUNCTIONS:

Performs related Essential/Non-Essential functions as required.

I. JOB REQUIREMENTS

Equipment: Ability to operate a vehicle / trailer tow, lawn mower, weed eater, rake, hoe, shovel, garden shears, garden pruners, paint brush, hammer and screwdriver, basic power tools, step and extension ladders, and other general hand tools, cellular telephone, computer, copier fax and any other equipment necessary to perform duties. Individual also uses rubber gloves, safety glasses and ear protection for safety when necessary.

Critical Skills/Expertise:

- * Knowledge of and the ability to follow applicable Federal, State and department policies, procedures, guidelines and methods;
- * Knowledge of and ability to apply the computer system and its software to complete jobs;
- * Ability to communicate, work with, train, teach and guide a work crew in an effective and efficient manner;
- * Knowledge of safety protocols, First Aid, injury reporting, and first response calls;
- * Ability to operate equipment necessary to maintain buildings and grounds;
- * Ability to apply paints & stains properly including knowledge of different types of finishes;
- * Ability to incorporate basic housekeeping skills to the job;
- * Ability to follow written instructions regarding proper use and care of power equipment, and preparation, storage, and proper use of cleaning agents;
- * Ability to complete case notes, reports, time lines and correspondence;
- * Ability to define and solve problems, collects data, establish facts, draw valid conclusions using judgment, and analytical skills;
- * Ability to define problems, counsel and initiate corrective action with program participants;
- * Thorough knowledge of and ability to apply effective supervisory skills to direct, motivate and manage the program participants;
- * Extensive knowledge of and ability to apply program policies and procedures to assist the program participants in the performance of their responsibilities;
- * Ability to communicate effectively, both orally and in writing;
- * Thorough knowledge of Minor Labor Laws and ability to follow laws relating to working with minors;
- * Ability to work effectively with clients who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within a reasonable range of constructive behaviors;

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- * Ability to organize and maintain large volumes of confidential information and paperwork;
- * Ability to effectively program plan independently and in collaboration with other staff units and outside agencies; and
- * Ability to work independently, under pressure, manage time and to set and achieve goals;

Job Standards: High School diploma and related work experience
supervising staff combined with training in the building maintenance field required.
Must possess a valid Ohio Driver’s License and acceptable driving record. Must
meet and maintain qualifications for driving on county business at all times and as a
continued condition of employment.

II. DIFFICULTY OF WORK

Work consists of complex, varied, standardized and non-standardized tasks requiring application of Minor Labor Laws, First Responder / First Aid Manual, Delaware County Policies and Procedures and the Summer Youth Operation Manual. Individual provides supervision, conflict resolution, assistance, training and motivation to program participants. The position requires the individual to continually supervise the participants who are in the program. The individual must provide work related training to the participants and work with the participants to instill a positive work ethic and to maintain appropriate behavior.

III. RESPONSIBILITY

Individual makes choices or decisions without supervisory input on most daily activities, such as scheduling appointments and establishing priorities. The individual operates independently in handling daily operations, normally receiving the supervisors input when needed. Work is reviewed in the process. Errors are generally readily detected in the normal course of work by standard checking resulting in little or no difficulty in loss of time to correct

IV. PERSONAL WORK RELATIONSHIPS

Contact is with co-workers, employees from public and private sector organizations and the public. The purpose of these contacts is to guide and direct, check on progress of work assigned, coordinating services, and job development of the participants in the program.

V. PHYSICAL EFFORT AND WORK ENVIRONMENT

Physical Requirements: The physical requirements of the position are identified as heavy work, which may require occasionally lifting weight up to one hundred (100) pounds.

Physical Activity: The physical activity of the position is manual dexterity, talking, hearing, reaching, balancing, standing, stooping, walking, kneeling, crouching, crawling, climbing, pushing, pulling, lifting and grasping.

Visual Activity: The minimum visual activity of the job is at, or within arms length.

Job Location: Individual works both inside and outside and is exposed to temperatures ranging from below 32 degrees to above 100 degrees for period of more than one (1) hours. Individual is also exposed to atmospheric conditions such as sun, fumes, odors, dusts, mists, gases, or poor ventilation, poison ivy, poison oak.

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

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner O’Brien
-Will Attend An EMA Meeting At 1:00pm Today

Commissioner Thompson
-Thank-You For Allowing Hunter Frey To Attend Session Today

Commissioner Stapleton
-Special Election Is Tuesday

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-Rick Lewis, Recently Retired Volunteer For 40 Years With The Porter Kingston Fire District (PKFD) Will Be Here Thursday

RESOLUTION NO. 11-445

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; FOR PENDING OR IMMINENT LITIGATION AND TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES :

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn into Executive Session at 10:05AM.

Vote On Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 11-446

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Thompson, seconded by Mr. O'Brien to adjourn out of Executive Session at 12:22PM

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

There being no further business, the meeting adjourned.

Ken O'Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners