

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 9, 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. 11-456

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 5, 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 May 5, 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

RESOLUTION NO. 11-457

IN THE MATTER OF APPROVING A RESOLUTION SUPPORTING THE HEALTHY OHIO FITNESS WALK:

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

**Healthy Ohio One-Mile Fitness Walk
May 18, 2011**

WHEREAS, the Healthy Ohio Program encourages all Ohioans to get active, and

WHEREAS, the 2008 Physical Activity Guidelines for Americans published by the Centers for Disease Control and Prevention say that adults need two hours 30 minutes of moderate intensity aerobic activity – such as walking -- plus two muscle strengthening sessions every week, and

WHEREAS, a lack of physical activity contributes to overweight or obesity that presently affects more than half of the adults in our community, and leads to chronic illnesses such as heart disease, cancer, and diabetes, which are the leading causes of death in our community today, and

WHEREAS, the Healthy Ohio program reports that obese employees cost employers money by being less productive, missing more work, and incurring significantly greater health care and workers' compensation costs than non-obese employees, and

WHEREAS, adults with healthy and active lifestyles tend to benefit the economy and their employers through good work attendance, and to have lower health care costs, and

WHEREAS, as part of National Employees Health and Fitness Month, the Healthy Ohio Fitness Walk is planned for noon on Wednesday, May 18, 2011, with a goal of recruiting more than 100,000 Ohioans to walk more than 100,000 miles during the event, and

WHEREAS, in the county recently ranked healthiest among Ohio's 88, the Delaware General Health District is encouraging local employers to support the Healthy Ohio Fitness Walk by allowing employees to participate in the statewide event, and is organizing a group walk starting in downtown Delaware.

NOW THEREFORE, the Board of Commissioners of Delaware County Ohio hereby resolves to support the health of Delaware County residents by encouraging participation in the Healthy Ohio Fitness Walk at noon

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on Wednesday, May 18, 2011.

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

RESOLUTION NO. 11-458

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND
PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0506:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0506, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Frontier	Communication 911	21411306-5330	\$ 9,000.00

PR Number	Vendor Name	Line Desc	Line Account	Amount	Line Number
R1104240	ELECTION SYSTEMS & SOFTWARE INC	REPLACEMENT PAPER ROLLS; WATER DAMAGE	60111901 - 5370	\$7,363.05	0001
R1104252	COMMERCIAL WORKS INC	RELOCATION OF RECORDS CENTER	40111402 - 5301	\$6,579.00	0001
R1104267	DESIGN BUILD SOLUTIONS INC	REPAIRS NEEDED TO ROOFS AT OECC	66611903 - 5410	\$71,030.50	0001
R1104268	ITT WATER AND WASTEWATER	REPAIR AND UPGRADE TO MIXERS AT OECC	66611903 - 5410	\$60,280.70	0001

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

RESOLUTION NO. 11-459

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The 911 Communications Department is requesting that Jeanette Adair attend a CALEA Conference in Cincinnati, Ohio July 27-30, 2011, at the cost of \$1,491.95 (Fund number 21411306).

The Department of Job and Family Services is requesting that Rhonda Leasure and Steve Ehrle attend a Discoverer/Scoti System Trainer Session (Workforce Investment) in Akron, Ohio May 16-17, 2011, at the cost of \$202.00 (Fund Number 22411603).

Environmental Services is requesting that Dale Davis and Tom Compton attend a Michael Bradley & Co. Spring Product Showcase in Marietta, Ohio on May 12, 2011 at no cost.

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

RESOLUTION NO. 11-460

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

It was moved by Mr. Thompson, seconded by Mr. Stapleton 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
U11-020	TW TELECOM	E. ORANGE RD	INSTALL CABLE
U11-021	CENTURY LINK	MONKEY HOLLOW RD	PLACE CABLE IN ROW
U11-022	CENTURY LINK	S. COUNTY LINE RD	PLACE CABLE IN ROW
U11-023	CONSOLIDATED ELECTRIC	BERLIN STATION RD	DIRECTIONAL BORE
U11-024	CONSOLIDATED ELECTRIC	CURVE RD	DIRECTIONAL BORE
U11-025	CONSOLIDATED ELECTRIC	DALE FORD RD	REPLACE POLES

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| U11-026 | DEL-CO WATER | LACKEY OLD STATE RD | INSTALL WATER LINE |

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

RESOLUTION NO. 11-461

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN PAULA BLUE AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR THE SAWMILL PARKWAY EXTENSION:

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Paula Blue for the Sawmill Parkway Extension;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract of sale and purchase with Paula Blue for the Sawmill Parkway Extension.

CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS

WITNESSETH: On this 9th day of May, 2011, Paula L. Blue, whose address is 1564 Bunty Station Road, Delaware, Ohio 43015, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
77A-WD Sawmill Parkway Extension

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of Ten Thousand Five Hundred Fifty Dollars (\$10,550.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:

- (A) All title, rights, and interest in and to the PROPERTY; and,
- (B) For damages to any residual lands of the SELLER; and,
- (C) For SELLER's covenants herein; and,
- (D) For expenses related to the relocation of the SELLER, their family, and business; and,
- (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.

3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.

4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such

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access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)

5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.

6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.

7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.

8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.

9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.

10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.

12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.

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13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.

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

15. 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.

16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, 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.

17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

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

RESOLUTION NO. 11-462

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN JEFFERY AND JENNIFER FASTINGER AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR THE SAWMILL PARKWAY EXTENSION:

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Jeffery and Jennifer Fastinger for the Sawmill Parkway Extension;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract of sale and purchase with Jeffery and Jennifer Fastinger for the Sawmill Parkway Extension.

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 9th day of May, 2011, Jeffery A. Fastinger and Jennifer S. Fastinger, whose address is Bean Oller Road, Delaware, Ohio 43015, hereinafter, collectively the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
49 WD Sawmill Parkway Extension

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of Six Thousand Six Hundred Fifty-one Dollars (\$6,651.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:

- (A) All title, rights, and interest in and to the PROPERTY; and,
- (B) For damages to any residual lands of the SELLER; and,
- (C) For SELLER's covenants herein; and,
- (D) For expenses related to the relocation of the SELLER, their family, and business; and,
- (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier.

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SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.

3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.

4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)

5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.

6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.

7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.

8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.

9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.

10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments,

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damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.

12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.

13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.

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

15. 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.

16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, 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.

17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

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

RESOLUTION NO. 11-463

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN MATTHEW AND SHARON CLEMANS AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR THE SAWMILL PARKWAY EXTENSION:

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Matthew and Sharon Clemans for the Sawmill Parkway Extension;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract of sale and purchase with Matthew and Sharon Clemans for the Sawmill Parkway Extension.

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 9th day of May, 2011, Matthew V. Clemans and Sharon S. Clemans, whose address is 2490 Bean-Oller Road, Delaware, Ohio 43015, hereinafter, collectively the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

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See Attached Exhibit A (Property Description)
53 WD, T Sawmill Parkway Extension

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of Two Thousand Ninety Dollars (\$2,090.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:

- (A) All title, rights, and interest in and to the PROPERTY; and,
- (B) For damages to any residual lands of the SELLER; and,
- (C) For SELLER's covenants herein; and,
- (D) For expenses related to the relocation of the SELLER, their family, and business; and,
- (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.

3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.

4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)

5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.

6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.

7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.

8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.

9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.

10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or

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alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.

12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.

13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.

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

15. 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.

16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, 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.

17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

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

RESOLUTION NO. 11-464

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IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN CURTIS M. AND LORA S. MONTGOMERY AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR THE SAWMILL PARKWAY EXTENSION:

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Curtis M. and Lora S. Montgomery for the Sawmill Parkway Extension;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract of sale and purchase with Curtis M. and Lora S. Montgomery for the Sawmill Parkway Extension.

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 9th day of May, 2011, Curtis M. Montgomery and Lora S. Montgomery, husband and wife, whose address is 1850 Ford Road, Delaware, Ohio 43015, hereinafter, collectively the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
59-WD, 59-WL, 59-T Sawmill Parkway Extension

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of Four Thousand Three Hundred and Seventy-Five Dollars (\$4,375.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:

- (A) All title, rights, and interest in and to the PROPERTY; and,
- (B) For damages to any residual lands of the SELLER; and,
- (C) For SELLER's covenants herein; and,
- (D) For expenses related to the relocation of the SELLER, their family, and business; and,
- (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.

3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.

4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)

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5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.

6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.

7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.

8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.

9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.

10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.

12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.

13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.

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

15. 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.

16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, 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.

17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

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

RESOLUTION NO. 11-465

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN ROBERT S. AND DIANE M. SKINNER AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR THE SAWMILL PARKWAY EXTENSION:

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Robert S. And Diane M. Skinner for The Sawmill Parkway Extension;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract of sale and purchase with Robert S. And Diane M. Skinner for The Sawmill Parkway Extension.

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 9th day of May, 2011, Robert S. Skinner and Diane M. Skinner, husband and wife, whose address is 1788 Ford Road, Delaware, Ohio 43015, hereinafter, collectively the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
65-WD, 65-T Sawmill Parkway Extension

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of Four Thousand Eight Hundred and Eighty Six Dollars (\$4,886.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:

- (A) All title, rights, and interest in and to the PROPERTY; and,
- (B) For damages to any residual lands of the SELLER; and,
- (C) For SELLER's covenants herein; and,
- (D) For expenses related to the relocation of the SELLER, their family, and business; and,
- (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER

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may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.

3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.

4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)

5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.

6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.

7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.

8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.

9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.

10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the

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PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.

12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.

13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.

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

15. 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.

16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, 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.

17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

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

RESOLUTION NO. 11-466

**IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE
DELAWARE COUNTY BOARD OF COMMISSIONERS AND GANNETT FLEMING ENGINEERS AND
ARCHITECTS, P.C FOR PRELIMINARY ENGINEERING PART 1 FOR LEWIS CENTER/AFRICA ROAD
INTERSECTION:**

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

Whereas, the County Engineer recommends approval of the contract between the Delaware County Board Of Commissioners and Gannett Fleming Engineers And Architects, P.C for Preliminary Engineering Part 1 For Lewis Center/Africa Road Intersection;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract between The Delaware County Board Of Commissioners and Gannett Fleming Engineers And Architects, P.C For Preliminary Engineering Part 1 for Lewis Center/Africa Road Intersection.

PROFESSIONAL SERVICES CONTRACT

DEL-CR106-4.37

PRELIMINARY ENGINEERING – PART 1

Section 1 – Parties to the Agreement

Agreement made and entered into this 9th day of May, 2011 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and the firm of Gannett Fleming Engineers and Architects, P.C., 4151 Executive Parkway, Suite 350, Westerville, Ohio 43081

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(“Consultant”)

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as Administrator and agent of the Board for Work performed in accordance with this Agreement. The Administrator shall have general supervision of the Work and authority to order commencement or suspension of Work.

Section 3 – Scope of Services (Work)

Consultant agrees to furnish, unto the County, professional engineering services for the project known as DEL-CR106-4.37 Intersection Improvements including those services listed in the Scope of Services agreed upon by the County and Consultant and the Price Proposal for Minor PDP Steps 1-8, dated 3-18-2011 and revised 4-11-2011 by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work promptly and in a skillfully competent manner under the direction of the Administrator and in accordance with generally accepted professional engineering standards.

Section 4 – Compensation

Compensation for Work performed under this Agreement shall be Lump Sum not to exceed Two Hundred Thirty Two Thousand Two Hundred Twenty One Dollars (\$232,221.00). Compensation for those tasks listed in the Price Proposal dated March 13, 2011 and revised April 11, 2011 shall constitute full payment for all labor, equipment and materials required to complete those tasks.

Section 5 – Payment

Compensation shall be paid based no more than once monthly and shall be based on the Consultant’s cost to date plus net fee earned in accordance with the Consultant’s Price Proposal, determined by the Consultant and approved by the Administrator. Invoices shall be submitted to the Administrator by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. Consultant shall not commence any “If Authorized” task until written authorization for such work is provided by the County. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices. Invoices are due and payable within 30 days of receipt.

Section 6 – Completion of Work, Delays and Extensions

All Work associated with this Agreement shall be completed by the Consultant no later than September 15, 2011. In the event that unforeseen and unavoidable delays prevent the timely completion of the Work provided under this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

Section 7 – Insurance

- 7.1 **General Liability Coverage:** Consultant 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.
- 7.2 **Automobile Liability Coverage:** Consultant shall maintain automobile liability insurance of \$1,000,000 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.
- 7.3 **Workers’ Compensation Coverage:** Consultant shall maintain workers’ compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 **Professional Liability Insurance:** Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 7.5 **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 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.6 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Consultant, 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. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Indemnification

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The Consultant 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 including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, 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 9 – 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 Consultant ordering termination of Work. The Consultant shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

Section 10 – Change in Scope of Work

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

Section 11 – Ownership of Engineering Documents

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents or electronic files produced under this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement. However, such documents are not intended or represented to be suitable for re-use by the County or others on extensions of the Project or on any other project. Any modification, changes, or reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at the County's sole risk and without liability or legal exposure to the Consultant. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Change of Key Consultant Staff

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Work as contemplated at the time of executing this Agreement.

Section 13 – Miscellaneous Terms & Conditions

- 13.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant 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.
- 13.2 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, 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.
- 13.3 **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.
- 13.4 **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.
- 13.5 **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.
- 13.6 **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

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respects, continue to be effective and to be complied with.

- 13.7 Findings for Recovery: Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.8 Homeland Security: Consultant 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, Consultant agrees to make such certification by completing the declaration of material assistance/nonassistance 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.
- 13.9 Non-Discrimination/Equal Opportunity: Consultant 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.
- Consultant 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.
- Consultant 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.
- Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.
- 13.10 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.
- 13.11 Hazardous Materials: Unless otherwise provided in this Agreement, the Consultant and its subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site. The Scope of Services and Fee Schedule have been prepared on the basis that no hazardous or toxic substances are present at the Project site. In the event hazardous or toxic substances are discovered on the site, the parties agree to review and renegotiate the terms and conditions of this contract to protect the interests of the parties.
- 13.12 Standard of Performance: In performing the services under this Agreement, the Consultant will use the degree of care and skill ordinarily exercised under similar circumstances by members of the engineering and surveying profession. Any problems relating to the services provided herein should be brought to the attention of the Consultant within a reasonable time after discovery thereof.. If reasonable under the circumstances, the Consultant reserves the right to correct any errors, including, but not limited to, the selection of a subcontractor or subconsultant. The Consultant provides no warranty or guarantee, express or implied, regarding the services provided hereunder.
- 13.13 Cost Estimates: Opinions of the probable costs of construction, financing, acquisition of land, rights-of-way and other costs shall be made in accordance with good engineering practice and procedure. The County acknowledges that the Consultant has no control over construction costs, competitive bidding and market conditions, or costs of financing, acquisition of land or rights-of-way; and Consultant does not guarantee the accuracy of such opinions of the probable costs as compared to actual costs or contractor's bids.
- 13.14 Construction: The Consultant shall not be responsible during construction of the Project for the construction means, methods, techniques, sequences or procedures of any construction contractors or subcontractors, any aspect of safety during construction including safety precautions and programs incident thereto, nor any contractor's failure to perform the construction of the Project in accordance with the contract documents or violation of any safety laws, regulations or laws.
- 13.15 Consequential Damages: The County hereby agrees that to the fullest extent permitted by law the Consultant shall not be liable to the County for any special, indirect, or consequential damages whatsoever,

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whether caused by the Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes whatsoever, including, but not limited to, delay of use of equipment or facility, loss of profit or revenue, or cost of using alternative or replacement equipment or facilities.

- 13.16 Third Party Beneficiaries: Services performed by the Consultant under this Agreement are intended solely for the benefit of the County. Nothing contained herein shall confer any rights upon or create any duties on the part of the Consultant, or cause the Consultant to be held to a fiduciary capacity, toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, of any of them. Neither party shall have the right to assign any rights under this Agreement without the prior written permission of the other party.

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

RESOLUTION NO. 11-467

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND COLUMBUS ENGINEERING CONSULTANTS, INC. FOR THE DEL-CR190 DAVID ROAD BRIDGES PROJECT:

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

Whereas, the County Engineer recommends approval of the contract between the Delaware County Commissioners and Columbus Engineering Consultants, Inc. for Del-Cr190 David Road Bridges Project;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract between The Delaware County Commissioners and Columbus Engineering Consultants, Inc. for Del-Cr190 David Road Bridges Project.

PROFESSIONAL SERVICES CONTRACT
DEL-CR190 DAVID ROAD BRIDGES

Section 1 – Parties to the Agreement

Agreement made and entered into this 9th day of May, 2011 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and the firm of Columbus Engineering Consultants, Inc. ("CEC"), 840 Michigan Avenue, Columbus, Ohio 43215 ("Consultant").

Section 2 – Contract Administrator

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

Section 3 – Scope of Services (Work)

Consultant agrees to furnish, unto the County, professional services in accordance with the Scope of Services dated March 3, 2011, and Price Proposal dated March 31, 2011, by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work promptly and in a skillfully competent manner under the direction of the Administrator and in accordance with accepted professional standards.

Section 4 – Compensation

Compensation for Work performed under this Agreement shall be in accordance with the Scope of Services and Price Proposal. The Base Fee shall be a Lump Sum not to exceed **Ninety Two Thousand One Hundred Fifty Dollars (\$92,150)** and additional "If Authorized" tasks identified in said Price Proposal not to exceed Ten Thousand Three Hundred Sixty Dollars (\$10,360) in accordance with allowable costs and fees listed in the Consultant's aforementioned Price Proposal. Compensation shall constitute full payment for all labor, equipment and materials required to complete the required Work.

Section 5 – Payment

Compensation shall be paid periodically, but no more than once per month, and shall be based on the calculated percentage of work performed to date in accordance with the Consultant's Price Proposal. Invoices shall be submitted to the Administrator by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

Section 6 – Authorization to Proceed, Completion of Work, Delays and Extensions

The Consultant shall commence Work upon written authorization of the Administrator and shall complete the work no later than September 1, 2012. Consultant shall not proceed with Work on "If Authorized" tasks without written authorization from the Administrator. In the event that unforeseen and unavoidable delays

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prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

Section 7 – Insurance

- 7.1 General Liability Coverage: Consultant 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.
- 7.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 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.
- 7.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 7.5 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 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.6 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, 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. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Indemnification

The Consultant 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 including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, 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 9 – 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 Consultant ordering termination of Work. The Consultant shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

Section 10 – Change in Scope of Work

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

Section 11 – Ownership of Engineering Documents

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents or electronic files produced under this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Change of Key Consultant Staff

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Work as contemplated at the time of executing this Agreement.

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Section 13 – Miscellaneous Terms & Conditions

- 13.1 Prohibited Interests: Consultant 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. Consultant 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.
- 13.2 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, 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.
- 13.3 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.
- 13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 Findings for Recovery: Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.8 Homeland Security: Consultant 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, Consultant agrees to make such certification by completing the declaration of material assistance/nonassistance 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.
- 13.9 Non-Discrimination/Equal Opportunity: Consultant 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.

Consultant 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.

Consultant 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.

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

- 13.10 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

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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 Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 11-468

IN THE MATTER OF AWARDING THE BID AND APPROVING A CONTRACT WITH QUICKMOW, INC.
FOR THE 2011 ROADSIDE MOWING PROGRAM:

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

2011 Roadside Mowing Program
Bid Opening of April 18, 2011

Whereas, as the result of the above referenced bid opening, The Engineer recommends that a bid award be made to Quickmow, Inc, the only bidder for the project; and

Whereas, available are two copies of the Contract with Quickmow for your approval along with copies of the Certification/Affidavit in Compliance with O.R.C. Section 3517.33 and the Terrorist Exclusion List; and

Whereas, the County Engineer recommends approval of the contract between the Delaware County Commissioners and Quickmow, Inc. for the 2011 Roadside Mowing Program;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract between The Delaware County Commissioners and Quickmow, Inc. for the 2011 Roadside Mowing Program.

CONTRACT

AGREEMENT, made and entered into this 9th day of May, 2011, by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **QUICKMOW, INC.**, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of the sum of **THIRTY-SIX THOUSAND EIGHT HUNDRED SEVENTY-FOUR DOLLARS AND TWO CENTS (\$36,874.02)**, based on unit prices on the attached **Bid Blank**, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, all the necessary material, labor and equipment required to complete the project known as **2011 ROADSIDE MOWING PROGRAM**, in accordance with general specifications and Invitation to Bid for same hereto attached; which general specifications and Invitation to Bid are hereby declared to be a part of this **Contract**.

SAID SECOND PARTY further agrees to furnish said materials and to do the said work and labor promptly, in a good, substantial and workmanship manner, under the direction of the **Delaware County Engineer**. Work is to be completed on or before **July 30, 2011**.

THE SECOND PARTY hereby agrees to hold the **County** free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of said **SECOND PARTY**, his sub-contractors, agents or employees.

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

RESOLUTION NO. 11-469

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS AND SUPPLEMENTAL
APPROPRIATIONS FOR THE LITER GRANT:

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

Transfer of Appropriation

From	To	
22111502-5101	22111502-5201	
Litter Grant/Health Insurance	Litter Grant/General Supplies	173.00

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Supplemental Appropriation

22111502-5101	Litter Grant/Health Insurance	(183.00)
22111502-5001	Litter Grant/Compensation	(100.00)
22111502-5310	Litter Grant/Travel	(169.09)

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

JENIFER WAY-YOUNG, COORDINATOR KEEP DELAWARE COUNTY BEAUTIFUL
DELAWARE GENERAL HEALTH DISTRICT
ACTIVITY REPORT TO COMMISSIONERS PER DKMM CONTRACT

RESOLUTION NO. 11-470

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 CHILD SUPPORT ENFORCEMENT AGENCY:

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

Whereas, the Director the Child Support Enforcement Agency recommends approval of the following subgrant agreement;

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

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT
G-1213-11-0031

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"), jointly with other county signers if required by division (C) of Section 5101.21, Revised Code, 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 Child Support Enforcement Agency (CSEA) that is a stand alone agency and performs all duties assigned to a child support enforcement agency. It is not applicable to subawards relating to any duties assigned to a county department of job and family services under Section 329.04, Revised Code, or to any duties assigned to a public children services agency, nor is it applicable to subawards funded or authorized by the Workforce Investment Act (WIA), Chapter 4141 of the Revised Code, the Wagner-Peyser 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 (CDJFS), a public children services agency (PCSA) and a child support enforcement agency (CSEA), 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 Wagner-Peyser 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)

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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 5101.21(A) (1), Revised Code.

F. "Subgrant agreement" has the same meaning as "grant agreement," as that term is defined in Section

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 County CSEA.

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

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.

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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.

I. Maintain documentation of all subgrant related activity in accordance with the requirements of OAC Section 5101:9-9-29.

J. 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, 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.

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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, and 45 CFR 95, including but not limited to, the following federal rules:

1. Standards for financial management systems: SUBGRANTEE and its subgrantee(s) will comply with the requirements of 45 CFR 92.20, 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
- f. Cash management.

2. Period of Availability of Federal Funds: Pursuant to 45 CFR 92.23, 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, matching or cost sharing requirements applicable to the Federal program must be satisfied by allowable costs incurred or third-party in-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 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.

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.

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.

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.

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 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 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.

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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, and 45 CFR 92.43, 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
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

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SUBGRANTEE an amended Subgrant Agreement for signature. If SUBORANTEE 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 will impose the requirements of 45 CFR 92 and 45 CFR 74, 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 SUBORANTEE 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, SUBORANTEE 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 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 and 45 CFR 74.40 through 45 CFR 74.48. 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 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 5101.21, 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. 11-471

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND THE CALLOS COMPANIES FOR THE YOUTH EMPLOYMENT PROGRAM:

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

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Whereas, the Director of Job & Family Services recommends approval of the following contract with The Callos Companies for the youth employment program;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract with The Callos Companies for the youth employment program.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement"), is made and entered into this 9th day of May, 2011, by and between THE CALLOS COMPANIES, (hereinafter "CALLOS") with its local place of business located at 6547 E. Livingston Ave., Reynoldsburg, OH 43068, and the Delaware County Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Delaware County Department of Job and Family Services (hereinafter "DCDJFS"), whose address is 140 N. Sandusky Street, Delaware, OH 43015. (collectively the "Parties").

Background

CALLOS is in the business of providing temporary staffing temp to permanent, right to hire, direct placement and professional/business consultants (the "CALLOS consultants"). DCDJFS is in need of the services of CALLOS. Accordingly, in consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

Terms

1. Scope of Services. This agreement shall be in effect from May 9, 2011 through December 31, 2011 unless terminated in writing by either party pursuant to Article 4 or Article 24. CALLOS shall provide the services of the CALLOS employees to DCDJFS. DCDJFS shall authorize specific assignments for the CALLOS employees by placing a Job Order with CALLOS in the form set forth on Exhibits A ("Job Order") which is attached hereto and by this reference fully incorporated as if fully re-written here. Unless the parties agree otherwise in writing, no obligation shall be incurred by either party unless a Job Order has been executed by both parties. Before placing an CALLOS employee on an assignment, DCDJFS may interview and accept or reject a particular person based on the specific skills needed for the assignment. Other Terms and Conditions are set forth in Exhibit B ("Proposal").

2. Fees. DCDJFS shall review and approve time and expense reports, unless provided otherwise in the Job Order of each CALLOS employee promptly at the end of each week. DCDJFS will pay CALLOS for all time expended and expenses incurred by CALLOS employees in fulfilling the DCDJFS Job Order as set forth in the approved time and expense reports, at the rate specified on the applicable Job Order.

3. Payment of Fees. CALLOS shall submit invoices detailing charges to DCDJFS weekly, as described in the relevant Job Order. These invoices will list the name of each CALLOS employee assigned to DCDJFS and all charges and expenses applicable to each CALLOS employee in fulfilling the DCDJFS Job Order. Unless otherwise specified in a validly executed Job Order, DCDJFS shall pay to CALLOS the total amount set forth on each invoice within thirty (30) days of the invoice date (the "Due Date"). DCDJFS will pay CALLOS for all work performed by CALLOS employees up to and including the effective date of any such termination. The total amount of compensation under this contract shall not exceed \$24,999.00.

4. Termination of Work Orders. All work performed by CALLOS consultants under the Job Order shall be subject to DCDJFS's reasonable satisfaction and approval. Any individual Job Order may be terminated by either party by providing written notice to the other party. If DCDJFS determines that any work performed by CALLOS employees under the Job Order is unsatisfactory, DCDJFS may request CALLOS to correct such performance by giving written notice (a "Deficiency Notice") specifying the particular Job Order and the nature of the deficient performance to CALLOS appropriate representative. CALLOS shall promptly take steps to correct the deficient performance to the reasonable satisfaction of DCDJFS. DCDJFS will pay CALLOS for all work performed under any terminated Job Orders up to and including the effective date of DCDJFS's written notice of termination.

5. Replacement. If an CALLOS employee leaves the employ of CALLOS or becomes sick, disabled, or otherwise incapacitated or unable to perform the services assigned in the Job Order, CALLOS shall use reasonable efforts to replace such person with another of similar qualifications.

6. Advertising. CALLOS shall have the right to include DCDJFS's name in a general listing of users of its services, however, neither party shall use any trademark owned by the other without advance written consent from the owner.

7. Severability. If one or more of the provisions contained in this Agreement for any reason is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such provisions shall not affect any other provision in the Agreement.

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8. Entire Agreement; Amendment. This Agreement together with the Job Order, and all validly executed supplemental Job Orders, constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written proposals, negotiations, and agreements concerning such subject matter. This Agreement may not be amended or modified except by a further written agreement, attached as an addendum and signed by the parties hereto specifically referencing this Agreement.

9. Assignment. Neither DCDJFS nor CALLOS will assign, transfer, or subcontract any of its rights, obligations, or duties hereunder without the prior written consent of the other party.

10. Waiver. No failure or delay on the part of any party hereto in exercising any right or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or of any other right or remedy. No provision of this Agreement may be waived except in a writing signed by the party granting such waiver.

11. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors, legal representatives, and permitted assigns.

12. Force Majeure. Neither party shall be liable for failure or delay in performance of its obligations hereunder when such failure or delay is caused by acts of God, flood, hurricane, extreme weather, fire or other natural calamity, acts of governmental agencies, or similar causes beyond the control of such party. If for any of the reasons set forth above either party shall be unable to perform any obligation when due, such party shall immediately notify the other party of such inability and of the period over which such inability is expected to continue. Affected obligations of the parties shall be temporarily suspended during the period of Force Majeure and the time for performance under this Agreement shall, as applicable, be extended by the duration of any such period. If the delay continues for a period of 15 days or more, however, either party may terminate this Agreement by written notice to the other.

13. Relationship of Parties. CALLOS is an independent contractor. Neither CALLOS nor any of its employees or representatives shall be considered employees of DCDJFS, the Board, or Delaware County. Further, neither party shall represent itself to be the agent, employee, partner, or joint venture partner of the other party and may not obligate the other party or otherwise cause the other party to be liable under any contract or otherwise. CALLOS shall be solely responsible for payment of its taxes and payment of its employees, including payment of applicable federal income tax, social security, worker's compensation, unemployment insurance, and other legal requirements.

DCDJFS understands assigned resources are the sole product of CALLOS and is thus prohibited from converting or transferring the employment of any CALLOS employee to DCDJFS or another Agency/Service for any reason without written approval of a qualified CALLOS representative.

CALLOS employees are not entitled to benefits enjoyed by employees of DCDJFS, the Board, or Delaware County.

14. Attorney's Fees and Costs. In the event of any dispute arising out of or related to this Agreement (and its exhibits), each party shall be responsible for its own costs and attorney's fees.

15. Duly Authorized Signatures. CALLOS states and agrees that the individual(s) who, on behalf of CALLOS, have reviewed this Agreement and effectuate this Agreement attaching their signatures below are officers of CALLOS and are authorized to and have authority to enter this Agreement on behalf of CALLOS and by so signing have authority to bind and does bind CALLOS to any and all terms of this Agreement

16. 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.

17. DMA Form Statement. CALLOS 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, CALLOS agrees to make such certification by completing the declaration of material assistance/nonassistance 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

18. Campaign Finance – Compliance with ORC § 3517.13. Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. 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**

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from entering, proceeding, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part thereof.

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

20. Non-Discrimination. CALLOS shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, sexual orientation, or disability. CALLOS shall take affirmative action to ensure that applicants and employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, sexual orientation, or disability. The implementation of this Agreement will be carried out in strict compliance with all federal, state, or local laws regarding discrimination in employment.

In the event CALLOS is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or any provision of Section 20 of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part by DCDJFS and CALLOS may be declared ineligible for future Contracts with DCDJFS.

21. DCDJFS Indemnification. To the fullest extent permitted by law, CALLOS agrees to indemnify and save and hold DCDJFS, Delaware County, the Delaware County Board of Commissioners and/or their respective officers, employees, agents, servants, representatives and volunteers ("Indemnified Parties") free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any incident, damages, injury, accident or occurrence related in any manner to CALLOS's performance of or the performance of CALLOS's employees pursuant to this Agreement. CALLOS shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the Indemnified Parties by reason of CALLOS's performance of or the performance of CALLOS's employees pursuant this Agreement, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.

CALLOS shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the CALLOS or its employees.

22. Insurance: CALLOS shall carry and maintain throughout the life of the Agreement such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Agreement or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this Agreement, the CALLOS shall present to the DCDJFS current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Agreement.

23. Access to and Retention of Records: At any time, during regular business hours, with reasonable notice and as often as DCDJFS, the Board, the Comptroller General of the United States, the State, or other agency or individual authorized by DCDJFS or the Board may deem necessary, CALLOS 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 Agreement. The Department and the above named parties shall be permitted by CALLOS to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Agreement.

CALLOS, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Agreement, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Agreement. If an audit, litigation, or other action is initiated during the time period of this Agreement, CALLOS shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

Prior to the destruction of any records related to performance of this Agreement, regardless of who holds such records, CALLOS shall contact the Department in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

24. Termination:

A. Termination for the Convenience

Either Party may terminate this Agreement at any time and for any reason by giving at least thirty (30) days

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advance notice, in writing, to the other Party. CALLOS 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 Agreement, 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 Agreement may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, CALLOS 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 Agreement and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by the DCDJFS and the Board shall be authorized in writing and signed by a quorum of the Board.

25. Notices: All notices which may be required by this Agreement or by operation of any rule of law shall be hand delivered, sent via certified United States Mail, return receipt requested, sent via a nationally recognized and reputable overnight courier, return receipt requested, or via facsimile, to the following individuals at the following addresses and shall be effective on the date received :

County:
Mona Reilly
Director
Delaware County Department of Job and Family Services
140 North Sandusky Street, 2nd Floor
Delaware, Ohio 43015

Fax: (740) 833-2299

CALLOS:
6547 E. Livingston Ave.
Reynoldsburg, OH 43068

Fax: (614) 575-8612

26. Drug-Free Workplace: CALLOS agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. CALLOS shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

27. 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.

**Exhibit A
JOB ORDER**

1. DCDJFS Company and Address: Delaware County Job and Family Services
2. DCDJFS Contact Name: Angela Thomas
3. Services to be Provided:

Per Agreed Work Order
4. CALLOS Employee Name: To be provided
5. Start Date: Continuation

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6. Hourly Bill Rate: Worker Rate Per Agreed Work Order Plus 19%

This Job Order constitutes the Job Order referred to in the Master Contract Agreement dated March 16, 2011 between CALLOS and DCDJFS. IN WITNESS WHEREOF, the parties have executed these Job Orders on the date set forth above:

DCDJFS NAME: CALLOS:
BY: BY:

All communication should be directed to CALLOS at the address as follows:

CALLOS
6547 East Livingston Ave., Reynoldsburg, OH 43068
Ph: (614)575-4900
Fax: (614)575-8612

Exhibit B

The Callos Companies

Proposal to:
Delaware County Job & Family Services
140 N. Sandusky St.
Delaware, OH 43015
(740) 833 - 2335

Submitted By: Brian Neal
6547 E. Livingston Ave.
Reynoldsburg, OH 43068
Ph. (614) 575 - 4900
Fax (614) 575 - 8612
Cell (614) 571 - 7152
bneal@callos.com
April 1, 2010

THE COMPANY

Established in 1965, The Callos Companies provide a variety of services including:

- ? Temporary Employees
- ? Payroll Services
- ? Employee Leasing
- ? Executive Recruiting and Placement
- ? Outplacement Service
- ? Risk Management
- ? Contract Services
- ? Insurance/Financial Services

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

The Callos Companies subscribe to a policy of equal opportunity. Employees and applicants for employment will not be discriminated against on the basis of age, race, creed, national origin, ancestry, physical or mental handicap, marital status, religious persuasion, veteran status, political beliefs, sexual preference, or citizenship in any employment decisions. All employment related decisions are based solely on relevant criteria including training, experience, and suitability.

HISTORY OF COMPANY

- ? The Callos Companies employed over 16,000 associates last year.
- ? The Callos Companies are the largest independent supplier of temporary help in Ohio, Pennsylvania, and Kentucky.

RECRUITMENT EFFORT

The Callos Companies interview and test over 2,000 applicants every month in 19 locations.

Temporary employees are recruited through:

- ? Advertising
- ? Employee Referrals
- ? Recruiting Sessions at Local Colleges and Vocational Schools

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- ? Customer Referrals
- ? On-site Recruits
- ? Vendor on Premises Staffing
- ? Internet/Job Posting

TESTING, INTERVIEWING AND INDOCTRINATION

- ? Before any Callos employee is sent on an assignment, thorough interviewing, testing and indoctrination procedures are performed.
- ? Light industrial employees are given a general math, measurement, and comparison test
- ? **Custom testing can be arranged at the customer’s request.**
- ? As a special service to our customers, we will gladly evaluate any of your employees using the Kenexa Prove It! system, FREE OF CHARGE.
- ? Each employee is interviewed in depth.
- ? A reference check is conducted by our office staff on every employee.
- ? Clerical candidates are tested using the Kenexa Prove It.
 - Over 400 Tests including clerical, software, technical, industrial, call center and more.
 - Kenexa Prove It! gives us the power to identify and select the most talented candidates and employees.
 - Kenexa Prove It! delivers measurable results in a variety of categories:
 - Software Skills**-(Word, Excel PowerPoint, Windows, Access and Illustrator)
 - Industrial Skills**-(Electrical, General Safety, Plumbing, HVAC, Auto, and Carpentry)
 - Office Skills**-(Accounting, Legal, Medical, Customer Service, Typing and Data Entry)
 - Call Center**-(Call Center Environment, Spelling, Customer Service, Data Entry, and Listening Skills)

MANDATE

The Callos Companies are committed to providing superior, cost effective personnel services to our clients, through careful recruiting and evaluation of candidates, flexibility in our service programs, and a well-trained and motivated professional staff.

QUALITY CONTROL

- ? Arrival check
- ? Quality check calls
- ? Customer comment cards

TERMS AND CONDITIONS

Rate Increases

- ? The rates quoted in this proposal are good for one year unless otherwise notified in writing.
- ? Rates subject to change upon one payroll period's notice

Indemnity

Callos employees are prohibited from operating forklifts, high lifts, cranes, trucks or automobiles on or off the client company’s premises without prior written approval from Callos. Client company will be responsible for all O.S.H.A. safety and health requirements, including necessary related training for temporary employees provided by Callos.

Separation – Liquidation

The Callos Companies go through considerable time, effort and expense to attract qualified temporary employees, screen them, test them and, subsequently, orient them for their assignment with our client companies. In exchange for this effort, clients are prohibited from hiring temporaries onto their payroll prior to the completion of 500 hours unless a separation fee is paid. Also, should you choose to hire on our temporaries for any position other than where he or she was originally placed the same separation fee will apply. This agreement is binding for six months past employee’s last day worked. The fee structure follows:

For every straight time billed hour less than 500 hours, the client agrees to pay a separation charge as follows:

? Blue collar temporaries	\$5.00/hour
? Clerical/secretary	\$7.50/hour
? Professional	\$10.00/hour

Overtime

- ? The work week for The Callos Companies is Sunday through Saturday
- ? Employee will be paid time and one-half on any hours over (40) forty, in accordance with the Federal Wage and Hour Laws.

Invoicing and Management Reports

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- ? You will receive weekly or bi-weekly invoices for hours worked by our employees and authorized by your company's supervisors.
- ? Customize our invoices to assist with labor cost analysis.
- ? Invoices are due upon receipt.
- ? Pricing errors must be resolved within thirty days of the invoice date. Clients failure to notify Callos of potential pricing errors within that timeframe indicate the clients agreement that the prices charged are correct.
- ? **Non-exempt clients will also see a separate charge for sales service tax.**

CALLOS WEB CENTER

Callos staffing clients have access to our Web Center Portal which provides real-time access to information. Completely integrated, the Callos Web Center allows our clients to work directly with us on applications ranging from time entry to requisition management. The list of standard reports, available free of charge, includes:

- ? Time sheet details
- ? Assignment start and end dates
- ? Pay history by employee
- ? Paid hours by department
- ? Invoice detail
- ? Overtime by department
- ? Customized management reports

TAX AND RECORD KEEPING LIABILITY

Your weekly or bi-weekly invoice is your only cost or financial obligation. The Callos Companies are responsible for withholding, payment, and reporting for all federal, state and local payroll taxes, social security, unemployment compensation premiums, workers compensation, and all paycheck and W-2 processing costs. The Callos Companies are responsible for all of our employees in satisfying the Tax Equity Act of '86, Section 89.

EMPLOYEE BENEFITS

Employee benefits attract better quality employees and improve retention. Qualifying temporaries enjoy paid vacation, holiday pay, and bonuses. Our employee benefits package is outlined below:

- ? Vacation pay – Employees working over 2,000 hours in a 12-month period at the same client location will receive one (1) week paid vacation. The time worked must be consecutive with no lay offs or other breaks in employment. The calendar period begins with the first day worked which is considered the associate's anniversary date. The maximum on this benefit is one (1) week of vacation within one (1) calendar year.
- ? Holiday pay – Employee must have 2,000 total hours in a 12-month period (at the same client location), and work the scheduled days before and after the holiday. The time paid will be a regularly hour rate.

The Callos Companies offer a Minimedical Insurance Plan through Allstate featuring:

- ? Affordable limited group health insurance
- ? \$15 office visit co-pay with a national network
- ? Includes prescription drug coverage
- ? Guaranteed insurability – no medical questions
- ? Optional dental, short term disability & term life insurance

BONUSES FOR TEMPORARY EMPLOYEES

- ? Employee Referral Bonus of \$25.00 will be paid to an employee if one refers another qualified temporary to us and they work 100 hours as a Callos employee.
- ? Safety Incentive Program Bonuses – Any temporary employee working on a light industrial assignment for a total of 1,000 hours in a 6-month period with no accidents reported will receive \$25.00 bonus.
- ? Any temporary employee working on a light industrial assignment for a total of 2,000 hours in a twelve (12) month period with no accidents reported will receive a \$50.00 bonus.

Payroll Temporary Proposal

Callos provides payroll services to our clients to satisfy a variety of client hiring situations. Payrolling service differs from conventional temporary service in two basic ways:

- ? Callos is not the source of the employee. A candidate identified by the client through advertising, referral, or any other means can be put on the Callos payroll for an indefinite period of time.

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- ? Because we have no costs in recruiting or screening the employee, our rates are lower than those for "conventional" temporaries.
- ? Evaluate new workers on the job, without risk, while you decide if you want to make a full-time commitment.
- ? Hire for short or long term projects, (2 weeks - 2 years or more) and terminate assignments without unemployment claims.
- ? The client dictates the pay rates including periodic increases, if any, and can hire the employee at any time, at no fee.
- ? Retain consultants and independent contractors without paperwork.
- ? Avoid the time, costs of paperwork and liabilities for probationary or seasonal employees including: new hire reporting, garnishment processing, exposure to workers' compensation and unemployment claims, and W-2 issuance.

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

RESOLUTION NO. 11-472

IN THE MATTER OF APPROVING FORMULA 2010 ENVIRONMENTAL REVIEW CERTIFICATION OF DETERMINATION OF SUBSEQUENT EXEMPTION FOR A CATEGORICAL EXCLUSION PROJECT FOR VILLAGE OF ASHLEY STREET IMPROVEMENTS AND THE SUBMITTAL OF THE ENVIRONMENTAL REVIEW TO THE OHIO DEPARTMENT OF DEVELOPMENT, OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS (OHCP):

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

WHEREAS, the Ohio Department of Development allocated \$166,000 in the Fiscal Year 2010 Small Cities Community Development Block (CDBG) grant funds under the Formula Program to Delaware County, and

WHEREAS, the Commissioners approved on Resolution No. 10-821 dated June 21, 2010, to use Formula 2010 grant funds to assist Village of Ashley with Street Improvements in the amount up to \$50,100.00, and

WHEREAS, Office and Community Partnerships requires an Environmental Review to be submitted and released for the Street Improvements before any work can be started, and

WHEREAS, a Certification of Determination of Subsequent Exemption for a Categorical Exclusion Project for the Street Improvements needs to be submitted to the Office of Housing and Community Partnerships.

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

Section 1. The Delaware County Commissioners approve and authorize the President of the Board to execute and submit an Environmental Review Certification of Determination of Subsequent Exemption for a Categorical Exclusion Project for the Village of Ashley Street Improvements.

CERTIFICATION OF
DETERMINATION OF SUBSEQUENT EXEMPTION FOR A
CATEGORICAL EXCLUSION PROJECT

The Delaware County Commissioners requests that the State of Ohio release Federal funds under Section 104 (g) of Title I of the Housing and Community Development Act of 1974, as amended; Section 288 of Title II of the Cranston Gonzales National Affordable Housing Act (NAHA), as amended; and/or Title IV of the Stewart B. McKinney Homeless Assistance Act, as amended; to be used for the following projects:

<u>Project Name.</u> <u>(if applicable)/</u>				
<u>Activity Name</u>	<u>Location</u>	<u>Activity No.</u>	<u>Activity Amt.</u>	<u>Grant Agreement No.</u>
Ashley-Street Improvements	Vlg. Ashley	1	\$50,100	B-F-10-1AT-1

An Environmental Review Record (ERR) has been prepared for the project listed above by the Delaware County. The environmental review records are on file and available for the public's examination and copying, upon request, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday (except holidays) at the address listed below.

Pursuant to the review, it is the finding of Delaware County that the above listed project was initially determined to be categorically excluded per 24 CFR 58.35 (a) (1 - 6), and in compliance with the applicable requirements of 24 CFR

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58.6. Upon completion of the items in the Statutory Checklist, the Delaware County has determined that there are no circumstances which require compliance with any other Federal laws and authorities cited in 24 CFR 58.5.

The above listed project does not require an environmental impact statement or environmental assessment. No extraordinary circumstances exist for the project. Therefore, pursuant to 24 CFR 58.34 (a) (12), the above project can subsequently be determined to be exempt.

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

RESOLUTION NO. 11-473

IN THE MATTER OF APPROVING FORMULA 2010 ENVIRONMENTAL REVIEW REQUEST FOR
RELEASE OF FUNDS AND CERTIFICATION (RROF) FOR FEDERALLY FUNDED STATE PROJECTS
FOR VILLAGE OF OSTRANDER ADA SIDEWALK IMPROVEMENTS AND THE SUBMITTAL OF THE
ENVIRONMENTAL REVIEW TO THE OHIO DEPARTMENT OF DEVELOPMENT, OFFICE OF HOUSING
AND COMMUNITY PARTNERSHIPS (OHCP):

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

WHEREAS, the Ohio Department of Development allocated \$166,000 in the Fiscal Year 2010 Small Cities Community Development Block (CDBG) grant funds under the Formula Program to Delaware County, and

WHEREAS, the Commissioners approved on Resolution No. 10-821 dated June 21, 2010, to use Formula 2010 grant funds to assist Village of Ostrander with ADA Sidewalk Improvements in the amount up to \$63,400.00, and Resolution No. 10-1153 dated August 30, 2010 to use Revolving Loan Fund in the amount up to \$12,000, and

WHEREAS, Office and Community Partnerships requires an Environmental Review to be submitted and released for the ADA Sidewalk Improvements before any work can be started, and

WHEREAS, the Request for Release of Funds and Certifications (RROF) for Federally Funded State Project for the ADA Sidewalk Improvements needs to be submitted to the Office of Housing and Community Partnerships.

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

Section 1. The Delaware County Commissioners authorizes the President of the Board to execute and submit an Environmental Review Request for Release of Funds and Certifications (RROF) for Federally Funded State Projects for the Village of Ostrander ADA Sidewalk Improvements.

State of Ohio
Ohio Department of Development
Office of Housing and Community Partnerships (OHCP)

REQUEST FOR RELEASE OF FUNDS AND CERTIFICATION (RROF)
FOR FEDERALLY FUNDED STATE PROJECTS

Pursuant to Section 104 (g) of Title I, Housing and Community Development Act of 1974, as amended; Section 288 of the Cranston Gonzales National Affordable Housing Act (NAHA), as amended; and/or Title IV of the Stewart B. McKinney Homeless Assistance Act, as amended.

Part 1: General Information

1. CEO Name, Responsible Entity name, and Mailing Address: Dennis Stapleton, President Delaware County Commissioners 101 N. Sandusky St. Delaware, Ohio 43015 Phone: (740-833-2100) Fax: (740-833-2099)	2. Administering Agent name and Address: Dottie Brown, E. D. Specialist II Delaware County Economic Development 101 N. Sandusky St. Delaware, Ohio 43015 Phone: (740-833-2107) Fax: (740-833-2099)	Mail Form To: Ohio Department of Development Office of Housing and Community Partnerships Environmental Review Specialist P. O. Box 1001 Columbus, Ohio 43216-1001 Phone: (614) 466-2285
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Part 2: Listing Of Projects Requested For Release Of Funds

List the Activity, Project, and Grant below for which you are requesting the release of funds and removal of environmental grant conditions governing the use of the

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federal assistance

Grant Agreement No.:	Name of Project and Activity (as listed in Grant Agreement's Attachment A)	Activity No.	List the Amount of Federal Funds Budgeted for Each Activity	List the Activity Location, as Designated in the Grant Agreement	Describe the Entire (Aggregated) Project	Level of Environmental Finding: CE (Categorical Exclusion) EA (Environmental Assessment)
B-F-10-1AT-1	Village of Ostrander-Sidewalk Improvement	2	B-F-10-1AT-1: \$63,400 RLF \$12,000	Village of Ostrander – Work to be done on Second Street and Hill Street	Removal and installation o 1,890 L.F. of 5' wide ADA Compliant concrete sidewalks with 3 ADA compliant curb ramps	EA

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Part 3: CEO Environmental Certification

With reference to the Projects identified on the reverse side of this form, I, the undersigned, chief executive officer, and certifying officer of the responsible entity, CERTIFY THAT: (Note: Items 4 and 5 below require additional action.)

1. The responsible entity has fully carried out its responsibilities for environmental review, decision making and action pertaining to the projects(s) listed herein.
2. The responsible entity has complied with the National Environmental Policy Act of 1969, as amended, (NEPA) and with the environmental procedures, permit requirements, and statutory obligations of the laws cited in 24 CFR 58.5 and 58.6 for each project listed herein.
3. The responsible entity has taken or will take into account the environmental criteria, standards, permit requirements, and other obligations applicable to each project(s) or program activity(ies), listed herein, under other Federal, State, and local laws that the responsible entity has the direct responsibility to comply with.
4. After considering the type and degree of environmental effects identified by the environmental review(s) completed for the proposed projects described herein, I have found that the proposal **(CHECKONE)** ? DID ; OR; ☒ DID NOT ; require the preparation and dissemination of an ENVIRONMENTAL IMPACT STATEMENT.
5. **(STAPLE COPY(ies) OF NEWSPAPER NOTICE(S) HERE;** i.e. NOI/RROF: Combined Notice; Floodplain/Wetland Notices,) The responsible entity has, prior to submitting this request for the release of funds and certification, published, in the manner prescribed by 24 CFR 58.43, a notice(s) to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy(ies).
6. The dates upon which all statutory and regulatory time periods for review, comment, or other action, following the completion of the environmental review for the project(s)/program activity(ies), began and ended as indicated below in compliance with the procedures and requirements of 24 CFR Part 58. A summary of these dates are listed below:

Categorically Excluded Projects (CE)	Publication Date	Last Date of Local Comment Period	Date Certification Signed and Submitted	Estimated Last Date of State Objection Period	Type of Other Notices And Date Published

Environmental Assessment Projects (EA)	Publication Date	Last Date of Local Comment Period	Date Certification Signed and Submitted	Estimated Last Date of State Objection Period	Type of Other Notices And Date Published
	4/28/11	5/16/11	5/17/11	6/8/11	Public Hearing #1 –02/08/10 Public Hearing #2 –06/21/10 Combined Notice – 04/28/11

7. I am authorized to and do consent to assume the status of responsible federal official under the national Environmental Policy Act of 1969, as amended, and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provision of these laws apply to the State's responsibilities for environmental review, decision-making

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- and actions that have been assumed by the responsible entity.
8. By so consenting, I have assumed the responsibilities for the conduct of environmental review, decision-making, and actions as to environmental issues, preparation and circulation of a draft, final, and supplemental environmental impact statements, and legal or cooperating agency responsibilities for preparation of such statements on behalf of state or federal agencies, including HUD and the State of Ohio, when these agencies consent to such assumptions.
 9. I am authorized to and do accept, on behalf of the responsible entity and personally, the jurisdiction of the federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

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

RESOLUTION NO. 11-474

IN THE MATTER OF ACCEPTING THE REPORT OF THE VILLAGE OF SUNBURY COMMUNITY TAX INCENTIVE REVIEW COUNCIL (TIRC) ON THE STATUS OF THE ENTERPRISE ZONE PROGRAM, AND TAX INCREMENT FINANCING (TIF), FOR PROGRAM YEAR 2010 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING AGREEMENTS WITHIN THE ZONE:

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

WHEREAS, the Delaware County Commissioners, with the consent of the Village of Sunbury Council, have designated areas of the Village of Sunbury as an Enterprise Zone, TIF, and CRA; and

WHEREAS, the purpose of the Village of Sunbury Enterprise Zone, TIF, and CRA is to provide the community with an effective tool for managing and guiding economic development by enhancing the tax base, by encouraging and sustaining long term investment in the community, by enhancing the quality of life, and by preserving existing and attracting new business investment within said areas; and

WHEREAS, the duly appointed Tax Incentive Review Council (TIRC) met on March 9, 2011, and reviewed the status of each active company and made certain recommendations concerning action to either continue, modify, or terminate said Agreements; and

WHEREAS, the Village of Sunbury and Delaware County are required under Ohio Revised Code to submit an annual report regarding the status of each Enterprise Zone, TIF, and CRA Agreements, and the recommendations of the TIRC, by March 31, 2011, to the Director of the Ohio Department of Development, and said report has been submitted;

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 review and recommendations made by the TIRC on March 9, 2011, be accepted and that this report, and all other information required by the State of Ohio, be forwarded to the Director of the Ohio Department of Development as appropriate.

Section 2. TIRC recommendations of the following companies:

Enterprise Zone Agreements

American Showa-R&D –Continue

American Showa- Expansion-Continue

Tax Increment Financing (TIF)

Sunbury Mill Plaza.- Compliance

American Showa Expansion-Compliance

Section 3. That this Resolution shall take effect and be in force immediately after its passage.

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

RESOLUTION NO. 11-475

IN THE MATTER OF ACCEPTING THE REPORT OF THE ORANGE TOWNSHIP COMMUNITY TAX INCENTIVE REVIEW COUNCIL (TIRC) ON THE STATUS OF THE ENTERPRISE ZONE PROGRAM AND OLENTANGY CROSSINGS – EAST TAX INCREMENT FINANCING AREA (TIF) FOR PROGRAM YEAR 2010 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING AGREEMENTS WITHIN THE ZONE:

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

WHEREAS, the Delaware County Commissioners, with the consent of the Orange Township Trustees, have

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designated areas of Orange Township as an Enterprise Zone and TIF areas; and

WHEREAS, the purpose of the Orange Township Enterprise Zone and TIF are to provide the community with an effective tool for managing and guiding economic development by enhancing the tax base, by encouraging and sustaining long term investment in the community, by enhancing the quality of life, and by preserving existing and attracting new business investment within said areas; and

WHEREAS, the duly appointed Tax Incentive Review Council (TIRC) met on March 16, 2011, and reviewed the status of each company and made certain recommendations concerning action to either continue, modify, or terminate said Agreements; and

WHEREAS, Orange Township and Delaware County are required under Ohio Revised Code to submit an annual report regarding the status of each Enterprise Zone, and TIF Agreements, and the recommendations of the TIRC, by March 31, 2011, to the Director of the Ohio Department of Development, and said report has been submitted;

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 review and recommendations made by the TIRC on March 16, 2011, be accepted and that this report, and all other information required by the State of Ohio, be forwarded to the Director of the Ohio Department of Development as appropriate.

Section 2. TIRC recommendations of the following companies:

Enterprise Zone Agreements

Accel Inc – Expired

ATS-Ohio – Continue

NexTech – Expired

TIF

Olentangy Crossing East - Compliance

Section 3. That this Resolution shall take effect and be in force immediately after its passage.

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

RESOLUTION NO. 11-476

IN THE MATTER OF ACCEPTING THE REPORT OF THE VILLAGE OF ASHLEY COMMUNITY TAX INCENTIVE REVIEW COUNCIL (TIRC) ON THE STATUS OF THE COMMUNITY REINVESTMENT AREA (CRA) PROGRAM FOR YEAR 2010 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING AGREEMENTS WITHIN THE CRA:

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

WHEREAS, the Delaware County Commissioners, with the consent of the Village of Ashley Council, have designated areas of the Village of Ashley as a CRA, pursuant to the Ohio Community Reinvestment Area Act, which is contained in the Ohio Revised Code; and

WHEREAS, the purpose of the Village of Ashley CRA is to provide the community with an effective tool for revitalizing and encouraging investment in residential development and managing and guiding economic development by enhancing the tax base, by encouraging and sustaining long term investment in the community, by enhancing the quality of life, and by preserving existing and attracting new business investment within said CRA; and

WHEREAS, the duly appointed Tax Incentive Review Council (TIRC) for the CRA met on March 9, 2011, respectively, and reviewed the status of each active CRA Agreements and made certain recommendations concerning action to either continue, modify, or terminate said Agreements and; and

WHEREAS, the Village of Ashley and Delaware County are required under Ohio Revised Code to submit an annual report regarding the status of each CRA Agreements and the recommendations of the TIRC, by March 31, 2011, to the Director of the Ohio Department of Development, and said report has been submitted;

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 review and recommendations made by the TIRC on March 9, 2011, be accepted and that this report, and all other information required by the State of Ohio, be forwarded to the Director of the Ohio Department of Development as appropriate.

Section 2. The twelve residential properties receiving the CRA are in compliance.

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Section 3. That this Resolution shall take effect and be in force immediately after its passage.

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

RESOLUTION NO. 11-477

IN THE MATTER OF ACCEPTING THE REPORT OF BERLIN TOWNSHIP COMMUNITY TAX INCENTIVE REVIEW COUNCIL (TIRC) ON THE STATUS OF THE CRA PROGRAM FOR PROGRAM YEAR 2010 AND TO ACCEPT THE RECOMMENDATION OF THE TIRC CONCERNING THE AGREEMENT WITHIN THE CRA:

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

WHEREAS, the Delaware County Commissioners, with the consent of Berlin Township Trustees, have designated areas of the Township as a CRA, pursuant to the Ohio Community Reinvestment Area Act, which is contained in the Ohio Revised Code; and

WHEREAS, the purpose of the Delaware County CRA's in Berlin Township is to provide the community with an effective tool for managing and guiding economic development by enhancing the tax base, by encouraging and sustaining long term investment in the community, by enhancing the quality of life, and by preserving existing and attracting new business investment within said Area; and

WHEREAS, the maintenance of existing and construction of new commercial and industrial structures in these areas would serve to encourage economic stability, maintain real property values, and generate employment opportunities; and

WHEREAS, the duly appointed Tax Incentive Review Council (TIRC) met on March 9, 2011, and reviewed the status of each active CRA Agreement and made certain recommendations concerning action to either continue, modify, or terminate said Agreements; and

WHEREAS, the Berlin Township and Delaware County are required under Ohio Revised Code to submit an annual report regarding the status of each CRA Agreement and the recommendations of the TIRC, by March 31, 2011, to the Director of the Ohio Department of Development, and said report has been submitted;

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 review and recommendations made by the TIRC on March 9, 2011, be accepted and that this report, and all other information required by the State of Ohio, be forwarded to the Director of the Ohio Department of Development as appropriate.

Section 2: TIRC recommendation for Piranhas Grill is to continue, provided that school compensation is paid before 12/31/11.

Section 3. That this Resolution shall take effect and be in force immediately after its passage.

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

RESOLUTION NO. 11-478

IN THE MATTER OF ACCEPTING THE REPORT OF LIBERTY TOWNSHIP COMMUNITY TAX INCENTIVE REVIEW COUNCIL (TIRC) ON THE STATUS OF THE COMMUNITY REINVESTMENT AREA (CRA) PROGRAM/ENTERPRISE ZONE FOR PROGRAM YEAR 2010 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING AGREEMENTS:

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

WHEREAS, the Delaware County Commissioners, with the consent of Liberty Township Trustees, have designated areas of the Township as a CRA and Enterprise Zone, pursuant to the Ohio Revised Code; and

WHEREAS, the purpose of the Delaware County CRA/ Enterprise Zone in Liberty Township is to provide the community with an effective tool for managing and guiding economic development by enhancing the tax base, by encouraging and sustaining long term investment in the community, by enhancing the quality of life, and by preserving existing and attracting new business investment within said Areas; and

WHEREAS, the maintenance of existing and construction of new commercial and industrial structures in these areas would serve to encourage economic stability, maintain real property values, and generate employment opportunities; and

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WHEREAS, the duly appointed Tax Incentive Review Council (TIRC) met on March 9, 2011, and reviewed the status of each active CRA/Enterprise Zone Projects and Agreements and made certain recommendations concerning action to either continue, modify, or terminate said Agreements and the CRA; and

WHEREAS, the Liberty Township and Delaware County are required under Ohio Revised Code to submit an annual report regarding the status of each CRA and Enterprise Zone Agreement and the recommendations of the TIRC, by March 31, 2011, to the Director of the Ohio Department of Development, and said report has been submitted;

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 review and recommendations made by the TIRC on March 9, 2011, be accepted and that this report, and all other information required by the State of Ohio, be forwarded to the Director of the Ohio Department of Development as appropriate.

Section 2. TIRC recommendations of the following companies

CRA

Citigroup – Continue

State Auto – Continue

Enterprise Zone

Citigroup - Continue

Section 3. That this Resolution shall take effect and be in force immediately after its passage.

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

RESOLUTION NO. 11-479

IN THE MATTER OF ACCEPTING THE REPORT OF BERLIN/LIBERTY TOWNSHIPS COMMUNITY TAX INCENTIVE REVIEW COUNCIL (TIRC) ON THE STATUS OF THE CRA PROGRAM FOR PROGRAM YEAR 2010 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING AGREEMENTS WITHIN THE CRA:

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

WHEREAS, the Delaware County Commissioners, with the consent of Liberty/Berlin Township Trustees, have designated areas of the Townships as a CRA, pursuant to the Ohio Community Reinvestment Area Act, which is contained in the Ohio Revised Code; and

WHEREAS, the purpose of the Delaware County CRA in Liberty/Berlin Townships is to provide the community with an effective tool for managing and guiding economic development by enhancing the tax base, by encouraging and sustaining long term investment in the community, by enhancing the quality of life, and by preserving existing and attracting new business investment within said Areas; and

WHEREAS, the maintenance of existing and construction of new commercial and industrial structures in these areas would serve to encourage economic stability, maintain real property values, and generate employment opportunities; and

WHEREAS, the duly appointed Tax Incentive Review Council (TIRC) met on March 9, 2011, and reviewed the status of each active CRA and made certain recommendations concerning action to either continue, modify, or terminate said Agreements; and

WHEREAS, the Liberty/Berlin Township and Delaware County are required under Ohio Revised Code to submit an annual report regarding the status of each CRA Agreements and the recommendations of the TIRC, by March 31, 2011, to the Director of the Ohio Department of Development, and said report has been submitted;

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 review and recommendations made by the TIRC on March 9, 2011, be accepted and that this report, and all other information required by the State of Ohio, be forwarded to the Director of the Ohio Department of Development as appropriate.

Section 2. TIRC recommendations for P & D Builders is to continue, provided that school compensation is paid before 12/31/11.

Section 3. That this Resolution shall take effect and be in force immediately after its passage.

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

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RESOLUTION NO. 11-480

IN THE MATTER OF ACCEPTING THE REPORT OF THE VILLAGE OF SHAWNEE HILLS COMMUNITY TAX INCENTIVE REVIEW COUNCIL (TIRC) ON THE STATUS OF THE TAX INCREMENT FINANCING (TIF), FOR PROGRAM YEAR 2010 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING AGREEMENTS WITHIN THE ZONE:

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

WHEREAS, the Delaware County Commissioners, with the consent of the Village of Shawnee Hills, have designated areas of the Village of Shawnee Hills as a TIF; and

WHEREAS, the purpose of the Village of Shawnee Hills TIF is to provide the community with an effective tool for managing and guiding economic development by enhancing the tax base, by encouraging and sustaining long term investment in the community, by enhancing the quality of life, and by preserving existing and attracting new business investment within said areas; and

WHEREAS, the duly appointed Tax Incentive Review Council (TIRC) met on March 9, 2011, and reviewed the status of the TIF and made certain recommendations concerning action to either continue, modify, or terminate said Agreements; and

WHEREAS, the Village of Shawnee Hills and Delaware County are required under Ohio Revised Code to submit an annual report regarding the status of the TIF, and the recommendations of the TIRC, by March 31, 2011, to the Director of the Ohio Department of Development, and said report has been submitted;

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 review and recommendations made by the TIRC on March 9, 2011, be accepted and that this report, and all other information required by the State of Ohio, be forwarded to the Director of the Ohio Department of Development as appropriate.

Section 2. TIRC recommendations of the following companies:
Tax Increment Financing (TIF)
Village of Shawnee Hills - compliance

Section 3. That this Resolution shall take effect and be in force immediately after its passage.

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

RESOLUTION NO. 11-481

IN THE MATTER OF TERMINATING A COMMUNITY REINVESTMENT AREA (CRA) AGREEMENT WITH GREEN HEALTHCARE DEVELOPMENT GROUP, LLC PROJECT LOCATED AT 700 WEST CHERRY ST., SUNBURY, OHIO:

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

WHEREAS, Delaware County and the Village of Sunbury have encouraged the development of real property and the acquisition of personal property located in the area designated as a Community Reinvestment Area; and

WHEREAS, the Delaware County Board of Commissioners, the Village of Sunbury, and Green Healthcare Development Group, LLC did enter into a CRA Agreement dated March 2, 2009, authorized by Delaware County Resolution 09-236 and the Village of Sunbury Resolution 2009-01, in conjunction with real property improvements to be undertaken at 700 West Cherry St., Sunbury, Ohio ("PROJECT"); and

WHEREAS, the PROJECT is identified as CRA Agreement #041-75602-01 by the Ohio Department of Development; and

WHEREAS, pursuant to said CRA Agreement, Green Healthcare Development Group was to receive certain tax incentives as the investors in real property improvements and as the creator of new full-time job opportunities and payroll at the PROJECT site; and

WHEREAS, the duly appointed Tax Incentive Review Council (TIRC), for the CRA met on March 9, 2011 respectively, and voted to Modify Green Healthcare Development Group CRA on the stipulation that they fill out the necessary paperwork required by Ohio Department of Development, by March 25, 2011; and

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WHEREAS, Green Healthcare Development Group did not submit the necessary information to the County; and

WHEREAS, the TIRC reconvened on April 25, 2011, and voted to terminate the CRA Agreement at the request of Green Healthcare Development Group;

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 review and recommendations made by the TIRC on April 25, 2011, to terminate Green Healthcare Development Group CRA Agreement is accepted.

Section 2. The Delaware County Economic Development Director is directed to formally notify the Delaware County Auditor, the Ohio Department of Development, the Ohio Department of Taxation, the Big Walnut School District and the Delaware Joint Vocational School of this action.

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

RESOLUTION NO. 11-482

IN THE MATTER OF APPROVING THE ADDENDUM AND SUPPLEMENTAL APPROPRIATIONS FOR THE COMMUNITY BASED CORRECTIONS PROGRAMS 408 SUBSIDY GRANT AGREEMENT FOR ADULT COURT SERVICES :

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

Whereas, the Director of Adult Court Services recommends approval of the grant addendum;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the grant addendum.

ADDENDUM FOR
COMMUNITY BASED CORRECTIONS PROGRAMS
408 SUBSIDY GRANT AGREEMENT

This Addendum is between the State of Ohio, Department of Rehabilitation and Correction and Delaware County. It modifies the Community-Based Corrections Program 408 subsidy grant agreement in the amount of \$20,000 executed by the parties on the date of June 11, 2010.

The grant award shall be increased by \$7,000 from \$20,000 to \$27,000 effective on the date approved by the Director of the Ohio Department Rehabilitation and Correction. Total expenditures for Fiscal Year 2011 (July 1, 2010 to June 30, 2011) will not in any case exceed \$27,000.

Further Be It Resolved, that the Commissioners approve the following supplemental appropriations:

Supplemental Appropriation				
25422308-5220	Comm Non-Residential Program/Software<\$5000	\$	700.00	
25422308-5250	Comm Non-Residential Program/Minor Tools	\$	300.00	
25422308-5260	Comm Non-Residential Program/Inv Tools	\$	6,000.00	

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

RESOLUTION NO. 11-483

IN THE MATTER OF APPROVING A POLICY FOR PROXIMITY FOBS AND LD. CARDS FOR DELAWARE COUNTY EMPLOYEES:

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

Delaware County

Subject	Effective	Supersedes	This Sheet	total
Proximity Fobs and I.D. Cards	5/9/2011	6/28/2004	1	2

1.0 Purpose

To provide a procedure for the initial assignment and the replacement of I.D. cards and proximity fobs.

2.0 Scope

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- All Delaware County employees.
- 3.0 Distribution
- To all Delaware County employees.
- 4.0 Definitions
- Proximity fobs and I.D. cards are County property that are provided to current employees as identification and for access privileges to certain County facilities.
- 5.0 Policy
1. This policy applies to all Delaware County employees that are issued a proximity fob that provides door access to Delaware County buildings and facilities.
 2. Proximity fobs will be programmed to allow employees into areas within the control of their respective appointing authorities and/or work requirements.
 3. All employees requiring a proximity fob for building access shall be issued an ID card and a proximity fob through the Human Resources Department. An employee will be issued a proximity fob only with the approval of that employee's Appointing Authority or Director. This approval may be given on the Employee Action Form at hiring or on official/departmental letterhead and must contain the signature of the Appointing Authority or Director of the Office/Department.
 4. Employees should contact the Human Resources Department immediately to replace lost, stolen or damaged proximity fobs. The Human Resources Department will issue a replacement proximity fob only with confirming approval of the employee's Appointing Authority or Director.
 5. If, at no fault of the employee, a proximity fob should stop working, the Human Resources Department will issue a new fob to the employee at no charge. The old fob is to be returned to Human Resources before a new one will be issued.
 6. One proximity fob will be issued by the Human Resources Department at no charge. If the fob is lost, stolen or damaged within one year from the issue date, the employee will be charged \$8.00 for a replacement proximity fob.
 7. If an employee loses or damages their I.D. card a new I.D. card will be issued at no charge to the employee.

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

RESOLUTION NO. 11-484

IN THE MATTER OF APPROVING A JOB DESCRIPTION FOR THE PROCESS SERVER FOR THE CHILD SUPPORT ENFORCEMENT AGENCY:

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

DELAWARE COUNTY
Child Support Enforcement Agency

- TITLE:** **Process Server**
- JOB OBJECTIVES:** Individual serves the public through effective implementation of federal/state regulations and Agency policies/practices to help families receive the support they deserve. Individual is responsible for locating and serving court documents to case participants. Individual reports to the Attorney/Supervisor.
- ESSENTIAL JOB FUNCTIONS:**
- Conducts field work which includes, but not limited to, interviewing neighbors, friends, family, landlords, and property managers for the purpose of serving court documents;
- Locates individuals through investigation and serves documents for the purpose of establishment, enforcement, and collection of support orders;
- Maintains travel logs and other required documentation;

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- Coordinates and exchanges client updates to case manager;
- Maintains flexibility of schedule in order to more effectively serve documents to clients; and
- Additional duties as assigned by supervisor.

NON-ESSENTIAL JOB FUNCTIONS:

- Attends various training sessions, video conferences, and workshops
- Performs related Essential and Non-Essential functions as needed.

I JOB REQUIREMENTS

Equipment: Individual operates the following equipment: automobile, fuel pump/system, computer, printer, scanner, fax machine, telephone and copier.

Critical Skills/Expertise:

- Ability to conduct basic investigating and interviewing skills;
- Ability to understand the service of process requirements and required documentation;
- Ability to communicate professionally and effectively, both orally and in writing;
- Ability to compose accurate and complete reports;
- Ability to operate computers and related software;
- Ability to understand the required standards outlined by the Ohio Administrative code and the Ohio Revised Code;
- Ability to work effectively and de-escalate with clients who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within reasonable range of constructive behaviors;
- Ability to work independently and without close supervision;
- Ability to follow written and oral instructions;
- Ability to maintain confidentiality;
- Ability to manage time effectively;
- Ability to operate a motor vehicle;
- Ability to be objective and respond appropriately to stressful and crisis situations;
- Ability to adhere to Agency and County policies;
- Ability to use maps, GPS, internet map services etc.; and
- Knowledge of geographical area and roadway system.

Job Standards: High School education along with two (2) years of higher education in Criminal Justice or related field and related experience is required. Prior law enforcement experience preferred. 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 as a continued condition of employment.

II DIFFICULTY OF WORK

Work consists of complex, varied, non-standardized tasks requiring the application of numerous laws, rules, regulations, and procedures.

III RESPONSIBILITY

Supervisor provides general direction in following established practices and clear-cut policies. Supervisor reviews work while in process. Individual makes decisions independently regarding day-to-day activities, following policy and procedures. Errors could result in a dismissed/lost case or a lawsuit against the

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county.

IV. PERSONAL RELATIONSHIPS

Individual has contact with supervisor, co-workers, public and private sector employees, other law enforcement personnel and the general public. The purpose of these contacts is to obtain information regarding cases, interview witnesses, and maintain communications.

V. PHYSICAL EFFORT AND WORK ENVIRONMENT

Physical Requirements:	Individual performs moderate work which may require lifting up to fifteen (15) pounds.
Physical Activity:	Individual performs the following physical activities: crouching, climbing, balancing, stooping, kneeling, crawling, reaching, standing, walking, lifting, grasping, talking, sitting, and hearing.
Visual Activity:	Individual performs work where the seeing job ranges from close to the eyes to operating a vehicle.
Job Location:	Individual works both inside and outside, with protection from weather conditions, but is occasionally exposed to temperatures that range from below 32 degrees to above 100 degrees for periods of more than one hour.

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

RESOLUTION NO. 11-485

IN THE MATTER OF APPROVING A JOB DESCRIPTION FOR THE ADMINISTRATIVE HEARING OFFICER FOR THE CHILD SUPPORT ENFORCEMENT AGENCY:

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

DELAWARE COUNTY
Child Support Enforcement Agency

TITLE: Administrative Hearing Officer

JOB OBJECTIVES : Individual serves the public through effective implementation of federal/state regulations and agency practices to help families receive the support they deserve. Individual is responsible for working with both parents to gather information regarding child support cases, conduct administrative hearings, and establish support orders consistent with applicable O.R.C. and OAC. sections. Individual reports to the Attorney/Supervisor.

ESSENTIAL JOB FUNCTIONS:

- Coordinates or prepares routine court entries as determined necessary, for review and signature by the Director or Attorney and filing with appropriate entity or court of jurisdiction;
- Prepares for and conducts quasi-judicial administrative hearings, renders a written opinion and final decision based on presentations of facts and processes new orders or makes appropriate referrals and refers for judicial adoption;
- Reviews case files, prepares paperwork, researches, analyses and applies, relevant regulations, policies and laws and gathers factual information for hearings;
- Coordinates hearing schedule and arranges for the appearance of all trial participants;
- Ensures that all involved parties' right to due process is afforded, maintains orderly proceedings, elicits testimony from witnesses, reviews and assesses testimony and evidence;
- Applies appropriate program regulations and/or state and federal laws to administrative hearing process;
- Prepares quarterly incentive reports and monthly probation reports; and
- Additional duties as assigned by supervisor.

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NON-ESSENTIAL JOB FUNCTIONS:

- Participate in outreach and education programs; and
- Attends various training sessions, video conferences, and workshops;
- Performs related Essential and Non-Essential functions as needed.

I JOB REQUIREMENTS AND DIFFICULTY OF WORK

Equipment: Individual uses the following equipment: computer, printer, scanner, fax machine, calculator, telephone, and copier.

Critical Skills/Expertise:

- Ability to operate computers and related software;
- Ability to communicate professionally and effectively, both orally and in writing;
- Ability to read and understand Court orders or other technical documents;
- Ability to analyze information, perform calculations and draw sound conclusions;
- Ability to organize large volumes of paperwork and maintain files;
- Ability to organize and prioritize work assignments, multi task with accurate refocus;
- Ability to work independently and/or as part of a team;
- Ability to correctly utilize basic math and accounting concepts and skills;
- Ability to conduct thorough investigations and client interviews, with consideration for culturally diverse populations;
- Ability to define and solve problems, collect data, establish facts, draw valid conclusions using judgment, and analytical skills;
- Ability to work effectively and de-escalate clients who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within reasonable range of constructive behaviors;
- Ability to work under pressure, and to set and achieve goals;
- Ability to define new and innovative child support ideas, sharing with supervisor and staff as appropriate;
- Ability to effectively type, edit, and proofread work;
- Ability to effectively use SETS and CRIS-E;
- Ability to maintain confidentiality;
- Ability to adhere to Agency and County policies; and
- Ability to understand the required standards as outlined by the Ohio Administrative Code and the Ohio Revised Code.

Job Standards: Juris Doctorate or Masters Degree in Public Administration, Business Administration, Social Work or related field preferred. Bachelor’s degree in Business, Criminal Justice, Social Work or related field combined with two (2) years related work experience required. Must possess a valid Ohio Drivers License and acceptable driving record. Must meet and maintain qualifications for driving on county business at all times. Must meet and maintain required licensures and certifications as a continued condition of employment.

II. DIFFICULTY OF WORK

Work consists of complex, varied, standardized and non-standardized tasks requiring application of numerous laws, rules, regulations, and procedures. Judgment and discretion is needed in extensively adapting and making significant compromises to fit unusual or complex situations. Procedures must be

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developed for implementing changes at the local level.

III. RESPONSIBILITY

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 conducting administrative hearings, scheduling appointments, establishing priorities, making referrals to other agencies, and forming collaborative relationships with other service providers. Individual is responsible for maintaining communications with the public, clients, co-workers and other community partners. Errors in work result in disruptions in the work of others for corrections, may cause substantial inconvenience to the client, and negatively affect the agency’s credibility. Errors may also lead to lawsuits against the County.

IV. PERSONAL WORK RELATIONSHIPS

Individual has direct contact with clients, management, co-workers, other county partners, law enforcement, other county CSEA and the general public. The purpose of these contacts is to respond to client inquires, obtain guidance and direction, monitor work progress, coordinate services, and research employment issues..

V. PHYSICAL EFFORT AND WORK ENVIRONMENT

Physical Requirements:	Individual performs sedentary work that may require lifting up to fifteen (15) pounds occasionally.
Physical Activity:	Individual performs the following physical activities: crouching, reaching, walking, lifting, manual dexterity, grasping, talking, and hearing.
Visual Activity:	Individual performs work where the seeing job is close to the eyes.
Job Location:	Individual works inside with no exposure to adverse environmental conditions.

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

RESOLUTION NO. 11-486

IN THE MATTER OF APPROVING A JOB DESCRIPTION FOR THE ASSISTANT PROGRAM
ADMINISTRATOR FOR THE CHILD SUPPORT ENFORCEMENT AGENCY:

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

DELAWARE COUNTY
Child Support Enforcement Agency

TITLE: Assistant Program Administrator

JOB OBJECTIVES: Individual serves the public through effective implementation of federal/state regulations and Agency policies/practices to help families receive the support they deserve. Individual is responsible for assisting the Director in the overall operation of the Agency. Individual supervises all support staff and the Enforcement Supervisor. Individual reports directly to the Director.

ESSENTIAL JOB FUNCTIONS:

- Assists in developing and implementing policy and program needs based on State and Federal regulation and adjusts procedures, policies and processes as required;
- Acts in the place of the Director, in their absence;
- Monitors the work of staff to assure compliance and accuracy with set standards, timely completion of work and quality assurance;
- Coordinates with other management staff to address workload, including caseload assignment and special projects;
- Responds to inquiries and concerns of public, Case Managers, Supervisors and Director;

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- Maintains open lines of communication with staff in order for questions and issues to be addressed in a timely manner;
- Approves staff request for leave and time sheets while assuring adequate staff coverage and compliance with County and Agency rules;
- Coordinates with other management staff to create and update staff training;
- Evaluates staff performance as outlined by County rules, to address strengths, corrective action plans and progressive discipline as necessary;
- Ensures that receipts are processed, balanced, and deposited according to federal/state regulations and agency policies/practices;
- Evaluates the need for additional equipment and supplies and presents recommendation to the Director;
- Completes bank reconciliation;
- Calculates and completes case audits to verify account balances and makes necessary adjustments in the State Enforcement Tracking System;
- Process purchase orders and vouchers for payment and ensures correct coding;
- Attends various training sessions, video conferences and workshops;
- Tracks incentive and collection reports for statistic compilation and performance progress;
- Participates in public education and community outreach events; and
- Additional duties as assigned by supervisor.

NON-ESSENTIAL JOB FUNCTIONS:

Performs related Essential and Non-Essential functions as needed.

I JOB REQUIREMENTS

Equipment: Individual operates the following equipment: computer, printer, scanner, fax machine, calculator, telephone and copier.

Critical Skills/Expertise:

- Ability to apply program policies and procedures to assist staff in the performance of their responsibilities;
- Ability to apply effective supervisory skills to teach, direct, train, motivate and manage assigned staff to set and achieve goals;
- Ability to correctly calculate and complete case audits to verify account balances;
- 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 behavior;
- Ability to work independently and/or as a team;
- Ability to communicate professionally and effectively, both orally and in writing;
- Ability to read and understand court orders and other technical documents;
- Ability to operate computers and related software; Ability to effectively use SETS and CRISE;
- Ability to organize and prioritize work assignments, multi task with accurate refocus;
- Ability to define and solve problems, collect data, establish facts, draw valid conclusions using judgment and analytical skills;
- Ability to effectively manage stressful situations;
- Ability to maintain confidentiality;

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- Ability to identify new and innovative child support ideas;
- Ability of effectively type, edit, and proofread work;
- Ability to adhere to Agency and County Policies; and
- Ability to understand the Ohio Administrative Code, the Ohio Revised Code and legal remedies.

Job Standards: A relevant Bachelor’s degree and a minimum of three (3) years related work experience plus two (2) years supervisory experience. Or a high school diploma and ten (10) years relevant work experience demonstrating competency in management, fiscal planning and control combined with a demonstrated ability to manage and lead subordinate personnel. Must possess a valid Ohio Drivers License and acceptable driving record. Must meet and maintain qualifications for driving on County business at all times. All required licenses and certifications must be maintained as a continued condition of employment.

II. DIFFICULTY OF WORK

Work consists of complex, varied, standardized and non-standardized tasks requiring the application of numerous laws, rules, regulations, and procedures. Must be able to interpret various manuals, codes and policies. Individuals are required to provide technical assistance to staff personnel on programs, policies and the interrelationship of programs under moderately complex situations. It 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 and directs subordinates. Individual provides detailed and technical instructions pertaining to changes in standards and/or policies, and evaluates subordinates work as required by county policy. Individual makes most decisions regarding work independently. Individual provides detailed and/or technical instructions when requested, and randomly reviews subordinates work. Errors in work could result in incorrect record keeping and account balances. Also, errors in work may result in a delay of child support services and payments to the custodial parents.

IV. PERSONAL WORK RELATIONSHIPS

Individual has direct contact with clients, management, staff, other county partners, law enforcement, employer representative and other county CSEA. The purpose of these contacts is to supervise subordinates, ensure that policies and procedures are adhered to, handle client issues and complaints, and resolve financial issues of child support.

V. PHYSICAL EFFORT AND WORK ENVIRONMENT

Physical Requirements:	Individual performs sedentary work which may require lifting up to fifteen (15) pounds occasionally.
Physical Activity:	Individual performs the following physical activities: climbing, crouching, standing, lifting, manual dexterity, talking, and hearing.
Visual Activity:	Individual performs work where the seeing job is close to the eyes.
Job Location:	Individual works inside with no exposure to adverse environmental conditions.

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

RESOLUTION NO. 11-487

IN THE MATTER OF APPROVING A JOB DESCRIPTION FOR THE PART-TIME ATTORNEY FOR THE
CHILD SUPPORT ENFORCEMENT AGENCY:

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

DELAWARE COUNTY
Child Support Enforcement Agency

TITLE: Part-time Attorney

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JOB OBJECTIVES: Individual serves the public through effective implementation of federal/state regulations and Agency policies/practices to help families receive the support they deserve. Individual is responsible for providing legal counsel and representation to the Agency, investigating, preparing and litigating civil actions through trial and post judgment, and writing and approving appeals. Individual reports directly to the Attorney/Supervisor.

ESSENTIAL JOB FUNCTIONS:

- ? Analyzes case law; reviews rules of procedures, researches legal issues; drafts various legal documents; prepares for hearings, pre-trials and trials; reviews and negotiates resolutions and settlements, reviews and makes determinations regarding adequacy of due process for proceeding with action/litigation;
- ? Prepares cases for trial and litigation by interviewing witnesses, performing legal research, investigating and preparing evidence, and evaluating the strength of the case;
- ? Represents, researches, analyzes, advises and interprets facts and law in child support matters for investigation;
- ? Reviews cases and discusses strategies and course of action with the staff to assist in establishment, enforcement and collection of child support;
- ? Functions as an Administrative Hearing Officer and renders decisions for Child Support Enforcement Agency's administrative and mistake of fact hearings;
- ? Attends bench trials, meeting with clients, pretrial conferences and negotiations;
- ? Receives and responds to calls from the public regarding complaints and/or legal inquiries;
- ? Creates and types all correspondence and numerous court documents; and
- ? Additional duties as assigned by supervisor.

NON-ESSENTIAL JOB FUNCTIONS:

- ? Attends various training sessions, video conferences and workshops.
Performs related Essential and Non-Essential functions as needed.

I. JOB REQUIREMENTS

Equipment: Individual uses the following equipment: computer, printer, scanner, fax machine, calculator, telephone and copier.

Critical Skills/Expertise:

- ? Comprehensive knowledge of the legal system to include criminal law, juvenile law, domestic law, civil procedure and court processes;
- ? Ability to adhere to Agency and County policies;
- ? Ability to understand the required standards as outlined by the Ohio Administrative Code, the Ohio Revised Code, Civil Rules of Procedure, Federal rules and regulations, etc;
- ? Ability to perform legal research, analyze and apply principles, facts, evidence, precedents to legal problems;
- ? Ability to present a case in a logical, coherent fashion;
- ? Ability to communicate professionally and effectively, both orally and in writing;
- ? Ability to organize and prioritize work assignments, multi task with accurate refocus;
- ? Ability to formulate persuasive arguments, both orally and in writing;
- ? Ability to interpret legal decisions/ case law;
- ? Ability to manage stressful situations;

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- ? Ability to prepare and present educational seminars for other professionals and the general public;
- ? Ability to define and solve problems, collect data, establish facts, draw valid conclusions using judgment and analytical skills;
- ? Ability to work independently and as part of a team to set and achieve goals;
- ? Ability to effectively plan independently and in collaboration with other staff units and outside agencies;
- ? Ability to work effectively and de-escalate clients who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within a reasonable range of constructive behavior;
- ? Ability to operate computer and related software; and
- ? Ability to maintain confidentiality.

Job Standards: Juris Doctorate degree is required. Individual be licensed to practice law in the State of Ohio. Must maintain license through requisite continuing education. Must possess a State of Ohio Driver's License and acceptable driving record. Must meet and maintain qualifications for driving on county business at all times. All required licenses and certifications must be maintained as a continued condition of employment.

II. DIFFICULTY OF WORK

Work consists of complex, varied, non-standardized tasks requiring the application of numerous laws, rules, regulations and procedures.

III. RESPONSIBILITY

Individual coordinates the work activities with the Attorney/Supervisor, CSEA Director and CSEA Staff. Supervisor provides instructions when needed, and reviews work, normally upon completion through case reviews. Individual makes most decisions regarding work independently. Errors in work could result in a lawsuit against the County, and/or a dismissed or lost case.

IV. PERSONAL WORK RELATIONSHIPS:

Individual has direct contact with client, management staff, other county partners, law enforcement, and other county CSEA. The purpose of these contacts is to obtain information about and prosecute offenders, to collect information to provide legal representation, conduct investigations, and prepare for trials.

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 fifteen (15) pounds.

Physical Activity: The physical activity of the position is climbing, kneeling, crouching, lifting, standing, walking, lifting, talking, and hearing.

Visual Activity: The minimum visual activity of the seeing job is close to the eyes.

Job Location: Individual works inside with no exposure to adverse environmental conditions during the majority of the time, with the exception of going to and from court in occasional inclement weather.

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

RESOLUTION NO. 11-488

IN THE MATTER OF APPROVING A JOB DESCRIPTION FOR THE ATTORNEY/SUPERVISOR FOR THE CHILD SUPPORT ENFORCEMENT AGENCY:

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

**DELAWARE COUNTY
Child Support Enforcement Agency**

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TITLE: Attorney/Supervisor

JOB OBJECTIVES: Individual serves the public through effective implementation of federal/state regulations and Agency policies/practices to help families receive the support they deserve. Individual is responsible for providing legal counsel and representation to the Agency, investigating, preparing and litigating civil actions through trial and post judgment, and writing and approving appeals. Individual is responsible to monitor direct reports in their daily activities, provide direction/training and resolve client complaints and problems. Individual reports directly to the Director.

ESSENTIAL JOB FUNCTIONS:

Attorney:

- ? Analyzes case law; reviews rules of procedure; researches legal issues; drafts various legal documents; prepares for hearings, pretrials, and trials; reviews and negotiates resolutions and settlements;
- ? Prepares cases for trial and litigation by interviewing witnesses, performing legal research, investigating and preparing evidence, and evaluating the strength of the case;
- ? Represents, researches, analyzes, advises and interprets facts and law in child support matters for case investigation;
- ? Controls all legal documentation in the enforcement agency, under the supervision of the Director. Individual will review all legal documentation for accuracy and compliance with law and policies;
- ? Offers suggestions for improvement of existing procedures and implement such procedures within their unit, or agency-wide, depending on the circumstances;
- ? Reviews cases and discusses strategies and course of action with staff to assist in establishment, enforcement, and collection of child support;
- ? Functions as an Administrative Hearing Officer and renders decisions for Child Support Enforcement Agency's administrative and mistake of fact hearings;
- ? Attends bench trials, meetings with clients, pretrial conferences and negotiations;
- ? Receives and responds to calls from the public regarding complaints and / or legal inquiries; and
- ? Creates and types correspondence and numerous court documents.

Supervisor:

- ? Monitors the work of direct reports to assure compliance and accuracy with set standards, timely completion of work and quality assurance;
- ? Coordinates with other management staff to address Agency workload, including caseload assignment;
- ? Evaluates performance of direct reports, as outlined by County rules, to address strengths, corrective action plans and progressive discipline as necessary;
- ? Approves direct reports' requests for leave and time sheets while assuring adequate staff coverage and compliance with County and Agency rules;
- ? Coordinates with other management staff to create and update staff training;
- ? Interviews applicants for Agency positions and makes recommendations for new hires;
- ? Responds to inquiries and concerns of direct reports, other management staff and the public to address employee concerns, issues, and grievances;
- ? Coordinates with other management staff to create and amend local policies and practices to comply with State and Federal regulations;
- ? Conducts and attends meetings, training seminars and video conferences and disseminates information;

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- ? Utilizes State and local reports to identify overall enforcement progress, strengths, and weaknesses in order to plan and implement priorities, training, etc.;
- ? Maintains open lines of communication with direct reports in order for questions and issues to be addressed in a timely fashion;
- ? Participates in public education and community events; and
- ? Additional duties as assigned by supervisor.

NON-ESSENTIAL JOB FUNCTIONS:

- ? Participates and assists with a variety of special projects as requested.

Performs related Essential and Non-Essential functions as needed.

II. JOB REQUIREMENTS

Equipment: Individual uses the following equipment: computer, printer, scanner, fax machine, calculator, telephone and copier.

Critical Skills/Expertise:

- ? Ability to understand the required standards outlined by the Ohio Administrative Code, the Ohio Revised Code, Civil rules, Federal rules and regulations, etc.;
- ? Ability to adhere to Agency and County policies;
- ? Comprehensive knowledge of the legal system to include criminal law, juvenile law, civil law and court processes;
- ? Ability to perform legal research, analyze and apply legal principles, facts, evidence, precedents to legal problems;
- ? Ability to present a case in a logical, coherent fashion;
- ? Ability to apply effective supervisory skills to teach, direct, train, motivate and manage assigned staff to set and achieve goals;
- ? Ability to apply program policies and procedures to assist staff in the performance of their responsibilities;
- ? Ability to communicate professionally and effectively, both orally and in writing;
- ? Ability to organize and prioritize work assignments, multi task with accurate refocus;
- ? Ability to formulate persuasive arguments, both orally and written;
- ? Ability to interpret legal decisions / case law;
- ? Ability to effectively manage stressful situations;
- ? Ability to prepare and present seminars for law enforcement personnel;
- ? Ability to define and solve problems, collect data, establish facts, draw valid conclusions using judgment and analytical skills;
- ? Ability to effectively plan independently and in collaboration with other staff units and outside agencies;
- ? Ability to work effectively with clients and customers and individuals who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within reasonable range of constructive behaviors;
- ? Ability to operate computer and related software;
- ? Ability to effectively type, edit and proofread work; and
- ? Ability to maintain confidentiality.

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Job Standards: Juris Doctorate degree is required. Individual must pass the bar exam and be licensed to practice law in the State of Ohio. Must maintain license through requisite continuing education. Must possess a State of Ohio Driver's License and acceptable driving record. Must meet and maintain qualifications for driving on county business at all times. All required licenses and certifications must be maintained as a continued condition of employment.

II. DIFFICULTY OF WORK

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

III. RESPONSIBILITY

Individual supervises and directs subordinates. Individual provides detailed and technical instructions pertaining to changes in standards and/or policies, and reviews subordinates work to ensure compliance to policy. Individual coordinates the work activities with the CSEA Director and CSEA Staff. Supervisor provides instructions when needed, and reviews work, normally upon completion through case reviews. Individual makes most decisions regarding work independently. Errors in work could result dismissed/lost case or a lawsuit against the County.

IV. PERSONAL WORK RELATIONSHIPS

Individual has direct contact with clients, management, staff, other county partners, law enforcement, and other county CSEA. The purpose of these contacts is to supervise subordinates, ensure that policies and procedures are adhered to, handle client issues and complaints, resolve issues of child support, act as liaison for the agency with the district and state office, to represent the agency in state hearings.

V. PHYSICAL EFFORT AND WORK ENVIRONMENT

Physical Requirements: Individual performs sedentary work that may require lifting of up to fifteen (15) pounds occasionally.

Physical Activity: Individual performs the following physical activities: crouching reaching, walking, lifting, grasping, talking, and hearing.

Visual Activity: Individual performs work where the seeing job is close to the eyes.

Job Location: Individual works inside with no exposure to adverse environmental conditions.

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

RESOLUTION NO. 11-489

IN THE MATTER OF APPROVING A JOB DESCRIPTION FOR CASE MANAGER ADMINISTRATIVE ASSISTANT FOR THE CHILD SUPPORT ENFORCEMENT AGENCY:

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

**DELAWARE COUNTY
Child Support Enforcement Agency**

TITLE: Case Manager Administrative Assistant

JOB OBJECTIVES: Individual serves the public through effective implementation of federal/state regulations and Agency policies/practice to help families receive the support they deserve. Individual is responsible for providing clerical and administrative support and working with clients to facilitate the establishment and enforcement of child support obligations. Individual reports directly to the Assistant Program Administrator.

ESSENTIAL JOB FUNCTIONS:

-Provides administrative support to case managers necessary to enhance the productivity and effectiveness of

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the Agency (i.e. service verifications, reports, emancipations, etc.);

-Accepts and processes IV-A, IV-D, and IV-E applications and determines appropriate action (establishment of paternity, location of absent parent, establishment of support orders, etc.);

-Coordinates intake appointments, genetic testing, long arm draws and administrative support hearings;

-Conducts face to face interviews with customers;

-Processes genetic test results and issues appropriate paperwork to clients and paternity registry;

-Communicates professionally and effectively with clients and community partners to respond to inquiries and provide needed information/education;

-Prepares and mails standard correspondence;

-Coordinates court scheduling, maintains court calendar, resolves scheduling conflicts and mails appropriate notifications, when necessary;

-Coordinates and documents service of process on Administrative genetic testing and support hearings;

-Assists in the filing of documents with the courts;

-Receives and scans court orders and incoming documents to appropriate staff;

-Calculates and completes case audits to verify account balances;

-Prepares and enters data into the SETS database;

-Orders office supplies; and

-Additional duties as assigned by supervisor.

NON-ESSENTIAL JOB FUNCTIONS:

-Serves as backup to the Customer Service Specialist; and

-Attends various training sessions, video conferences, and workshops.

-Performs related Essential and Non-Essential functions as needed.

I JOB REQUIREMENTS AND DIFFICULTY OF WORK

Equipment: Individual uses the following equipment: computer, printer, scanner, fax machine, calculator, telephone and copier.

Critical Skills/Expertise:

-Ability to communicate professionally and effectively, both orally and in writing;

-Ability to organize and prioritize work assignments, multi-task with accurate refocus, and effectively use work time;;

-Ability to conduct thorough investigations and client interviews, with consideration for culturally diverse populations;

-Ability to accurately complete and maintain case notes, records, reports, and forms;

-Ability to type, edit, and proofread work;

-Ability to operate computers and related software;

-Ability to define and solve problems, collect data, establish facts, and draw valid conclusion using judgment and analytical skills;

-Ability to effectively use SETS and CRISE;

? Ability to correctly calculate and complete case audits to verify account balances;

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- ? Ability to follow and type from written and oral instructions;
- ? Ability to work independently and/or as part of a team;
- ? Ability to maintain confidentiality;
- ? Ability to work effectively and de-escalate clients who may be upset, distraught, irate emotionally or mentally or otherwise unable to function within a reasonable range of constructive behaviors;
- ? Ability to adhere to Agency and County policies; and
- ? Ability to understand the required standards as outlined by the Ohio Administrative Code and the Ohio Revised Code.

Job Standards: High School education or equivalent combined with a minimum of at least two (2) years related paid work experience in customer service, CSEA, or court / legal processes is 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.

II. DIFFICULTY OF WORK

Work consists of complex, varied, standardized and non-standardized tasks requiring application of numerous laws, rules, regulations, and procedures. Judgment is needed in selecting the most pertinent guidelines in interpreting precedents and in adapting methods or procedures to fit facts and conditions.

III. RESPONSIBILITY

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. Individual is responsible for maintaining communications with the public, clients, co-workers and other community partners. Errors in work may result in the disruption in the work of others, may cause substantial inconvenience to the client or negatively affect the agency’s credibility. Errors may also lead to lawsuits against the County.

IV. PERSONAL WORK RELATIONSHIPS

Individual has direct contact with clients, management, co-workers, other county partners, and other county CSEA departments. The purpose of these contacts is to check court filings, to identify court hearing dates, to respond to client inquires, and to complete necessary documents.

V. PHYSICAL EFFORT AND WORK ENVIRONMENT

Physical Requirements:	Individual performs sedentary work which may require lifting up to fifteen (15) pounds occasionally.
Physical Activity:	Individual performs the following physical activities: crouching, reaching, walking, lifting, stooping, kneeling grasping, talking, hearing and manual dexterity.
Visual Activity:	Individual performs work where the seeing job is close to the eyes.
Job Location:	Individual works inside with no exposure to adverse environmental conditions.

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

RESOLUTION NO. 11-490

IN THE MATTER OF APPROVING A JOB DESCRIPTION FOR THE CASE MANAGER FOR THE CHILD SUPPORT ENFORCEMENT AGENCY:

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

DELAWARE COUNTY
Child Support Enforcement Agency

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TITLE: Case Manager

JOB OBJECTIVES: Individual serves the public through effective implementation of federal/state regulations and agency practices to help families receive the support they deserve. Case Managers are responsible for working with both parents to establish and enforce support orders. Individual reports either to the Enforcement Supervisor or the Attorney/Supervisor.

ESSENTIAL JOB FUNCTIONS:

- Accepts and processes IV-A, IV-D, and IV-E applications, interstate requests, and court orders and determines appropriate action, e.g. establishment of paternity, location of absent parent, establishment of child and medical support orders, modifications, and enforcement of existing support orders;
- Monitors assigned caseload to determine and complete appropriate actions. This includes investigations to obtain information about participants including location, employment, etc.
- Enforcement is completed by utilizing a number of tools including, but not limited to, letters, withholdings orders, license suspension, liens, seizing of bank accounts, civil and criminal court actions, attaching tax refunds and lump sums, and passport denial.
- Establishment is completed by utilizing a number of tools including, but not limited to, face to face interviews, genetic testing, and administrative support hearings.
- Monitors and processes data in accordance with local and state policy in the Support Enforcement Tracking System (SETS). This includes data entry, alerts, monthly reports, etc;
- Communicates professionally and effectively with clients, employers, and community partners to respond to inquiries and provide needed information/education;
- Pursues appropriate legal actions for establishment and enforcement, including, but not limited to, requests for legal action, calculations of court orders to verify account balances, verification of service of process, preparation of case summary, court testimony, review of resulting court order, completion of necessary follow up, etc;
- Communicates with immediate supervisor for needed assistance, overtime, direction, questions, etc.; and
- Additional duties as assigned by supervisor.

NON-ESSENTIAL JOB FUNCTIONS:

- Assists with coverage in the absence of other staff; and
- Attends various training sessions, video conferences, and workshops.
- Performs related Essential and Non-Essential functions as needed.

I JOB REQUIREMENTS AND DIFFICULTY OF WORK

Equipment: Individual uses the following equipment: computer, printer, scanner, fax machine, calculator, telephone, and copier.

Critical Skills/Expertise:

- Ability to operate computers and related software;
- Ability to communicate professionally and effectively, both orally and in writing;
- Ability to read and understand Court orders or other technical documents;
- Ability to organize and prioritize work assignments, multi-task with accurate refocus, and effectively use work time;
- Ability to work independently and/or as part of a team;
- Ability to conduct thorough investigations and client interviews, with consideration for culturally diverse populations;
- Ability to define and solve problems, collect data, establish facts, draw valid conclusions using judgment and analytical skills;

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- Ability to correctly calculate and complete case audits to verify account balances
- Ability to work effectively and de-escalate clients who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within reasonable range of constructive behaviors;
- Ability to work under pressure, and to set and achieve goals;
- Ability to define new and innovative child support ideas, sharing with supervisor and staff as appropriate;
- Ability to effectively type, edit, and proofread work;
- Ability to effectively use SETS and CRIS-E;
- Ability to adhere to Agency and County policies; and
- Ability to understand the required standards as outlined by the Ohio Administrative code and the Ohio Revised Code.

Job Standards: Bachelors degree in Business, Criminal Justice or related field preferred. Commensurate work experience of at least five (5) years in the child support enforcement field may be substituted in lieu of a degree. Must possess a valid Ohio Drivers license and acceptable driving record. Must meet and maintain qualifications for driving on county business at all times which must be maintained as a continued condition of employment.

II. DIFFICULTY OF WORK

Work consists of complex, varied, standardized and non-standardized tasks requiring application of numerous laws, rules, regulations, and procedures. Judgment is needed in selecting the most pertinent guidelines in interpreting precedents and in adapting methods or procedures to fit facts and conditions. Procedures must be developed for implementing changes at the local level.

III. RESPONSIBILITY

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. Individual is responsible for maintaining communications with the public, clients, co-workers and other community partners. Errors could result in disruptions in the work of others for corrections, may cause substantial inconvenience to the client, and negatively affect the agency’s credibility. Errors may also lead to lawsuits against the County.

IV. PERSONAL WORK RELATIONSHIPS

Individual has direct contact with clients, management, co-workers, other county partners, law enforcement, employer representatives, and other county CSEA. The purpose of these contacts is to respond to client inquiries, obtain guidance and direction, monitor work progress, coordinate services, and research employment issues.

V. PHYSICAL EFFORT AND WORK ENVIRONMENT

Physical Requirements:	Individual performs sedentary work that may require lifting up to fifteen (15) pounds occasionally.
Physical Activity:	Individual performs the following physical activities: crouching, reaching, walking, lifting, manual dexterity, grasping, talking, and hearing.
Visual Activity:	Individual performs work where the seeing job is close to the eyes.
Job Location:	Individual works inside with no exposure to adverse environmental conditions.

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

RESOLUTION NO. 11-491

IN THE MATTER OF APPROVING A JOB DESCRIPTION FOR THE CUSTOMER SERVICE SPECIALIST FOR THE CHILD SUPPORT ENFORCEMENT AGENCY:

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

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**DELAWARE COUNTY
Child Support Enforcement Agency**

TITLE: Customer Service Specialist

JOB OBJECTIVES: Individual serves the public through effective implementation of federal/state regulations and Agency policies to help families receive the support they deserve. Individual is responsible for providing excellent customer service to clients by assisting in the resolution of inquiries/problems. Provides administrative support necessary to enhance the productivity and effectiveness of the Agency. Individual reports directly to the Assistant Program Administrator.

ESSENTIAL JOB FUNCTIONS:

- Greets clients, determines the purpose of their visit, provides information or directs them to the assigned case manager, supervisor, or director;
- Operates a multi-line call center to provide customer service to clients; including problem/issue identification, resolution and when needed, directing them to assigned case manager, supervisor, or director;
- Opens, sorts, scans and directs incoming mail to the appropriate staff;
- Retrieves and directs incoming correspondence from KidStar;
- Accepts and processes payments into KidStar and County database and balances cash drawer;
- Prepares Check Traveler form to be sent with check payments sent to Child Support Payment Central;
- Assists Case Managers in client location efforts by verifying client addresses, employment information and updating case files with location information received from the State;
- Provides the administrative support necessary to all Agency staff, such as printing various standard reports/documentation, faxing, copying, word processing and related computer operations;
- Enters data in to the State Enforcement Tracking System;
- Processes income verifications/payment history for clients; and
- Additional duties as assigned by supervisor.

NON-ESSENTIAL FUNCTIONS:

- Attends various training sessions, video conferences, and workshops.
- Performs related Essential and Non-Essential functions as needed.

I JOB REQUIREMENTS AND DIFFICULTY OF WORK

Equipment: Individual uses the following equipment: computer, printer, scanner, fax machine, calculator, telephone, and copier.

Critical Skills/Expertise:

- Ability to organize and prioritize work assignments, multi task with accurate refocus;
- Ability to correctly utilize basic math and accounting concepts and skills;
- Ability to work independently and/or as a team;
- Ability to operate computer and related software;
- Ability to accurately complete and maintain records, reports, and forms;
- Ability to communicate professionally and effectively, both orally and in writing;
- Ability to operate a multi-line telephone system;
- Must possess a pleasant and professional voice to present a positive first impression to clients;
- Ability to work effectively and de-escalate clients who may be upset, distraught, or irate, emotionally

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or mentally or otherwise unable to function within reasonable range of constructive behavior;

- Ability to understand the required standards as outlined by the Ohio Administrative Code and the Ohio Revised Code;
- Ability to work effectively and efficiently to allow multiple and various task to be completed simultaneously;
- Ability to work under pressure, and to set and achieve goals;
- Ability to analyze information and draw sound conclusions;
- Ability to type, edit, and proofread work;
- Ability to follow and type from written and oral instructions; and
- Ability to effectively use SETS and CRISE; and
- Ability to adhere to Agency and County policies.

Job Standards: High School education or equivalent is required, along with related training and work experience. Must possess a valid State of Ohio Driver's License and acceptable driving record. Must meet and maintain qualifications for driving on county business at all times as a continued condition of employment.

II. DIFFICULTY OF WORK

Work involves moderately complex, relatively standardized tasks, processes and operations following established laws and procedures. This position requires understanding of and ability to make practical application of customary practices, rules, regulations, procedures, or techniques that are directly relevant to the assigned tasks requiring application of a moderately complex body of technical or specialized subject matter.

III. RESPONSIBILITY

Individual receives general direction in following established practices and clear-cut policies for completing work. Individual makes decisions about work assignments and prioritizes problematic issues on a daily basis on his/her own. Supervisor randomly reviews work to insure correct application of rules and regulations. Errors may cause inaccuracies in payments, reports, records, or technical data resulting in improper account information and efforts for recovery.

IV. PERSONAL WORK RELATIONSHIPS

Individual has direct contact with clients, management, co-workers, other county partners, and other county CSEA. The purpose of these contacts is to accurately assist clients with their issues regarding enforcement and/or collections.

V. PHYSICAL EFFORT AND WORK ENVIRONMENT

Physical

Requirements: Individual performs sedentary work, which may require lifting up to fifteen (15) pounds occasionally.

Physical Activity: Individual performs the following physical activities: crouching, reaching, walking, lifting, manual dexterity, grasping, talking, and hearing.

Visual Activity: Individual performs work where the seeing job is close to the eyes.

Job Location: Individual works inside with no exposure to adverse environmental conditions.

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

RESOLUTION NO. 11-492

IN THE MATTER OF APPROVING A JOB DESCRIPTION FOR THE ENFORCEMENT SPECIALIST FOR THE CHILD SUPPORT ENFORCEMENT AGENCY:

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

**DELAWARE COUNTY
Child Support Enforcement Agency**

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 9, 2011**

TITLE: Enforcement Specialist

JOB OBJECTIVES: Individual serves the public through effective implementation of federal/state regulations and Agency policies/practices to help families receive the support they deserve. Individual is responsible for working with clients, case managers, and employers as a liaison to answer employer related questions, and resolving payment issues. Individual reports directly to the Assistant Program Administrator.

ESSENTIAL JOB FUNCTIONS:

- Works with employers and case managers for efficient problem solving of payment and health insurance issues; takes appropriate action and follow up;
- Provides regular customer service to clients; including problem/issue identification, resolution and when needed, referrals to assigned case manager, supervisor; or director;
- Works with Child Support Payment Central to help resolve questions regarding posting payments, processing recoupment accounts, stop payments, voids, and payment corrections;
- Prepares and sends correspondence to clients and employers (i.e. Non Compliance, No Longer Employed, Receipt of Tax Offset, Lump sums, National Medical Support Notice, etc.);
- Calculates and completes case audits to verify account balances;
- Responds to client's e-mails through agency's website;
- Performs investigations to obtain information about absent parents (i.e. location, employment, health insurance verifications etc.);
- Monitors and processes data in accordance with local and state policy in the Support Enforcement Tracking System (SETS). This includes data entry, alerts, monthly reports, etc.;
- Performs typing, word processing, and related computer operations;
- Receives and routes all incoming faxes for the agency; and
- Additional duties as assigned by supervisor.

NON-ESSENTIAL FUNCTIONS:

- Serves as backup to the Customer Service Specialist; and
- Attends various training sessions, video conferences, and workshops.
- Performs related Essential and Non-Essential functions as needed.

I JOB REQUIREMENTS AND DIFFICULTY OF WORK

Equipment: Individual operates the following equipment: computer, printer, scanner, fax machine, calculator, telephone and copier.

Critical Skills/Expertise:

- Ability to organize and prioritize work assignments, multi-task with accurate refocus;
- Ability to communicate professionally and effectively, both orally and in writing;
- Ability to work independently and/or as a team;
- Ability to correctly utilize basic math and accounting concepts and skills
- Ability to operate computers and related software;
- Ability to accurately complete and maintain case notes, records, reports, and forms;
- Ability to transcribe information and accurately enter data;
- Ability to work effectively and de-escalate clients who may be upset, distraught irate, emotionally or mentally

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- or otherwise unable to function within reasonable range of constructive behaviors;
- Ability to work under pressure, and to set and achieve goals;
 - Ability to define new and innovative child support ideas, sharing with supervisor and staff as appropriate;
 - Ability to understand the required standards as outlined by the Ohio Administrative Code and the Ohio Revised Code;
 - Ability to effectively use SETS and CRIS-E;
 - Ability to define and solve problems, collect data establish facts, draw valid conclusions using judgment and analytical skills
 - Ability to effectively type, edit, and proofread work; and
 - Ability to adhere to Agency and County policies.

Job Standards: High School education or equivalent is required, along with related training and work experience. Must possess a valid State of Ohio Driver’s License and acceptable driving record. Must meet and maintain qualifications for driving on county business at all times as a continued condition of employment.

II. DIFFICULTY OF WORK

Work involves moderately complex, relatively standardized tasks, processes and operations following established laws and procedures. This position requires understanding of and ability to make practical application of customary practices, rules, regulations, procedures, or techniques that are directly relevant to the assigned tasks requiring application of a moderately complex body of technical or specialized subject matter.

III. RESPONSIBILITY

Individual receives general direction in following established practices and clear-cut policies for completing work. Individual makes decisions about work assignments and prioritizes problematic issues on a daily basis on his/her own. Supervisor randomly reviews work to insure correct application of rules and regulations. Errors may cause inaccuracies in payments, reports, records, or technical data resulting in improper account information and efforts for recovery.

IV. PERSONAL WORK RELATIONSHIPS

Individual has direct contact with clients, employers, management, co-workers, other county partners, and other county CSEA. The purpose of these contacts is to accurately assist clients with their issues regarding enforcement and/or collections.

V. PHYSICAL EFFORT AND WORK ENVIRONMENT

Physical Requirements:	Individual performs sedentary work, which may require lifting up to fifteen (15) pounds occasionally.
Physical Activity:	Individual performs the following physical activities: crouching, reaching, walking, lifting, manual dexterity, grasping, talking, and hearing.
Visual Activity:	Individual performs work where the seeing job is close to the eyes.
Job Location:	Individual works inside with no exposure to adverse environmental conditions.

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

RESOLUTION NO. 11-493

IN THE MATTER OF APPROVING A JOB DESCRIPTION FOR THE ENFORCEMENT SUPERVISOR FOR THE CHILD SUPPORT ENFORCEMENT AGENCY:

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

DELAWARE COUNTY
Child Services Enforcement Agency

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
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TITLE: Enforcement Supervisor

JOB OBJECTIVES: Individual serves the public through effective implementation of federal/state regulations and Agency policies/practices to help families receive the support they deserve. Individual is responsible to assure that local enforcement processes are in compliance with mandated regulations, monitors direct reports in their daily activities, provide direction/training and resolve client complaints and problems. Individual reports to the Assistant Program Administrator.

ESSENTIAL JOB FUNCTIONS:

- ? Monitors the work of direct reports to assure compliance and accuracy with set standards, timely completion of work and quality assurance;
- ? Coordinates with other management staff to address Agency workload, including caseload assignment;
- ? Evaluates performance of direct reports, as outlined by County rules, to address strengths, corrective action plans and progressive discipline as necessary;
- ? Approves direct reports' requests for leave and time sheets while assuring adequate staff coverage and compliance with County and Agency rules;
- ? Coordinates with other management staff to create and update staff training;
- ? Interviews applicants for Agency positions and makes recommendations for new hires;
- ? Responds to inquiries and concerns of direct reports, other management staff and the public to address employee concerns, issues, and grievances;
- ? Coordinates with other management staff to create and amend local policies and practices to comply with State and Federal regulations;
- ? Communicates and acts as liaison with Attorneys, employers, clients, community partners and the general public;
- ? Conducts and attends meetings, training seminars and video conferences and disseminates information;
- ? Utilizes State and local reports to identify overall enforcement progress, strengths, and weaknesses in order to plan and implement priorities, training, etc.;
- ? Maintains open lines of communication with direct reports in order for questions and issues to be addressed in a timely fashion;
- ? Conducts administrative hearings in the absence of the Administrative Hearing Officer;
- ? Acts as point person for special projects;
- ? Represents Agency in state hearings, including the completion of appeal summaries;
- ? Participates in public education and community outreach events; and
- ? Additional duties as assigned by supervisor.

NON-ESSENTIAL JOB FUNCTIONS:

- ? Participates and assists with a variety of special projects as requested.

Performs related Essential and Non-Essential functions as needed.

I. JOB REQUIREMENTS

Equipment: Individual operates the following equipment: computer, printer, scanner, fax machine, calculator, telephone and copier.

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Critical Skills/Expertise:

- ? Ability to apply effective supervisory skills to teach, direct, train, motivate and manage assigned staff to set and achieve goals;
- ? Ability to apply program policies and procedures to assist staff in the performance of their responsibilities;

Ability to correctly calculate and complete case audits to verify account balances;

- ? 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 communicate professionally and effectively, both orally and in writing;
- ? Ability to work independently and/or as a team;
- ? Ability to operate computers and related software;
- ? Ability to read and understand court orders and other technical documents;
- ? Ability to organize and prioritize work assignments, multi task with accurate refocus;
- ? Ability to define and solve problems, collect data, establish facts, draw valid conclusions using judgment and analytical skills;
- ? Ability to effectively manage stressful situations;
- ? Ability to maintain confidentiality;
- ? Ability to identify new and innovative child support ideas;
- ? Ability to effectively use SETS and CRIS-E;
- ? Ability to effectively type, edit, and proofread work;
- ? Ability to conduct thorough investigations and client interviews, with consideration for culturally diverse populations;
- ? Ability to adhere to Agency and County policies; and
- ? Ability to understand the Ohio Administrative Code, the Ohio Revised Code and legal remedies.

Job Standards: Completion of four years of post secondary education with a degree in a social services or business related field combined with a demonstrated ability in a supervisory role. Must possess a valid State of Ohio Driver's License and acceptable driving record. Must meet and maintain qualifications for driving on county business at all times as a continued condition of employment.

II. DIFFICULTY OF WORK

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

III. RESPONSIBILITY

Individual supervises and directs the enforcement staff. Individual provides detailed and technical instructions pertaining to changes in standards and/or policies, and reviews subordinates work to ensure compliance to policy. Individual makes most decisions regarding work independently. Individual is responsible for maintaining communications with the public, clients, co-workers, staff and other community partners. Errors could result in disruptions in the work of others for corrections, may cause substantial inconvenience to the client, and negatively affect the agency's credibility. Errors may also lead to lawsuits against the county.

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IV. PERSONAL WORK RELATIONSHIPS

Individual has direct contact with clients, management, staff, other county partners, law enforcement, employer representative and other county CSEA. The purpose of these contacts is to supervise subordinates, ensure that policies and procedures are adhered to, handle client issues and complaints, resolve issues of child support, act as liaison for the agency with the district and state office, and to represent the agency in state hearings.

V. PHYSICAL EFFORT AND WORK ENVIRONMENT

- Physical Requirements:** Individual performs sedentary work which may require lifting up to fifteen (15) pounds occasionally.
- Physical Activity:** Individual performs the following physical activities: crouching, reaching, walking, lifting, manual dexterity, grasping, talking and hearing.
- Visual Activity:** Individual performs work where the seeing job is close to the eyes.
- Job Location:** Individual works inside with no exposure to adverse environmental conditions.

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

RESOLUTION NO. 11-494

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of the Child Support Enforcement Agency recommends a job reclassification, for Darci Hunsaker, the Case Manager Administrative Assistant with the CSEA Department; effective date May 9, 2011;

Therefore Be It Resolved, that the Board of Delaware County Commissioners approve a job reclassification, for Darci Hunsaker, the Case Manager Administrative Assistant with the CSEA Department; effective date May 9, 2011.

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

RESOLUTION NO. 11-495

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Job and Family Services recommends approving the transferring of Jessica Cimino from Juvenile Court to the Income Maintenance Worker III position with the JFS Department; effective May 16, 2011;

Therefore Be It Resolved, that the Board of Delaware County Commissioners approve transferring Jessica Cimino from Juvenile Court to the Income Maintenance Worker III position with the JFS Department; effective May 16, 2011.

The Director of 911 Communications recommends Leave-With-Out-Pay for Kathleen Coy for a period not to exceed July 22, 2011;

Therefore Be It Resolved, that the Board of Delaware County Commissioners approve Leave-With-Out-Pay for Kathleen Coy for a period not to exceed July 22, 2011.

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

RESOLUTION NO. 11-496

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE O'BRIEN DRAINAGE IMPROVEMENT PROJECT:

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

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Supplemental Appropriation						
40311431-5319	O’Brien Ditch/Reimbursements			\$	115,000.00	
Vote On Motion	Mr. Stapleton	Aye	Mr. O'Brien	Aye	Mr. Thompson	Aye

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner O’Brien
-No Additional Comments

Commissioner Thompson
-Tuesday Is The DKMM Solid Waste District Full Board Meeting
-The Arts Festival Is This Weekend

Commissioner Stapleton
-Reminder Of The 1:30pm Work Session Later Today; Judge Krueger, Patricia Clements And Steve Hedge On Reentry Task Force Followed By Steve Tugend And Rusty Schuermann, Kegler Brown Hill & Ritter Presentation On Transportation Improvement Districts (TID)

THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED.

1:30PM WORK SESSION

Judge Krueger, Patricia Clements and Steve Hedge
Reentry Task Force

Steve Tugend and Rusty Schuermann, Kegler Brown Hill & Ritter
Presentation On Transportation Improvement Districts (TID)

Tiffany Jenkins, Director of Environmental Services
-Sewer Capacity/Polaris Area

Ken O’Brien

Dennis Stapleton

Tommy Thompson