

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 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. 11-658

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 20, 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 June 20, 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

DAN BENNINGTON, DELAWARE CITY ATTORNEY, IS RETIRING.
INTRODUCTION OF HIS REPLACEMENT DARREN SHULMAN, ESQ.

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 11-659

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0622, (MINUS THE PAYMENTS TO CRABBE BROWN AND JAMES LLP FROM 10031301 IN THE TOTAL AMOUNT OF \$7,132.85,) MEMO TRANSFERS IN BATCH NUMBERS MTAPR0622 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER CMAPR0622PC:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0622, (Minus The Payments To Crabbe Brown And James Llp From 10031301 In The Total Amount Of \$7,132.85,) memo transfers in batch numbers MTAPR0622, Procurement Card Payments in batch number CMAPR0622PC and Purchase Orders as listed below:

	<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>	
PO’ Increase					
	Atrium	Interim personnel	22411601-5301	\$ 10,000.00	
PR Number	Vendor Name	Line Desc	Line Account	Amount	Line
R1104763	HILLS BLACKTOP INC	ASPHALT REPAIR BMV US RT 23 NO	40111402 - 5328	\$24,995.00	0001
R1104808	B AND K LEHNER EXCAVATING LLC	SCOTT DUTCHER DITCH	40311421 - 5328	\$48,000.00	0001

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

RESOLUTION NO. 11-660

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, CHRIS SEVIS, REQUESTING ANNEXATION OF 0.3030 ACRE (S) OF LAND IN CONCORD TOWNSHIP TO THE VILLAGE OF SHAWNEE HILLS:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to acknowledge that on June 21, 2011, the Clerk to the Board of Commissioners received an annexation petition request to annex 0.3030 acre(s) from Concord

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2011**

Township to the Village Of Shawnee Hills.

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

RESOLUTION NO. 11-661

IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE SCIOTO TOWNSHIP BOARD OF TRUSTEES FOR THE DEGOOD ROAD IMPROVEMENT PROJECT:

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

INTERGOVERNMENTAL COOPERATION AGREEMENT

DEGOOD ROAD IMPROVEMENT PROJECT

Section 1 – Parties to the Agreement

This Agreement is entered into this 23rd day of June, 2011, by and between the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and the Scioto Township Board of Trustees, 3737 Ostrander Road, Ostrander, Ohio 43061 ("Township") (hereinafter collectively referred to as the "Parties").

Section 2 – Statutory Authority and Effective Date

The Parties hereto enter into this Agreement, pursuant to section 307.15 of the Revised Code. This Agreement shall take effect immediately upon adoption by both Parties.

Section 3 – Purpose

The Parties hereto have entered into a Cooperation Agreement to submit an application to the Ohio Public Works Commission for the Degood Road Improvement Project (the "Project"), further described in the Application for Financial Assistance dated 9/28/2010, and per County Resolution No. 10-1264, approved on September 27, 2010, and Township Resolution No. 24-01-2010, approved on August 24, 2010. The Cooperation Agreement and Application for Financial Assistance is attached hereto as Exhibit A and, by this reference, fully incorporated herein. Grant funding for the Project has been approved, and the Parties mutually agree to modify their financial relationship regarding the Project to ensure that grant funding for the Project is not jeopardized.

Section 4 – Loan of Funds; Promise to Pay

In furtherance of the purpose herein stated, the County agrees to loan to the Township an amount not to exceed **Sixty Thousand Dollars and Zero Cents** (\$60,000.00) for the Township's share of the costs of the Project. The final amount of the loan shall be based on the actual construction costs for the Project and in accordance with the Cooperation Agreement. The Township promises to pay to the County the full amount loaned, with interest charged at the STAR Ohio rate, compounded monthly. In the event that the Ohio Auditor of State places the Township on fiscal watch or fiscal emergency, the County shall forgive any and all interest charges that accrue during the Township's placement on fiscal watch or fiscal emergency. The County shall maintain the principal funds in the County's accounts and disburse the funds in accordance with Section 6 of this Agreement.

Section 5 – Installments; Default; Acceleration

The Township shall pay the principal and interest in twelve (12) annual installments on or before the first day of July each year, commencing on July 1, 2012. The Township may prepay all or any part of the principal without penalty. The Township's failure to make two (2) consecutive annual installments shall be deemed a default under this Agreement. In the event of default, the County shall, by written notice to the Township and the Delaware County Auditor, direct the unpaid installments to be withheld from the Township's distribution of tax receipts and paid to the County, and the Township shall be deemed to have waived any right to the withheld portion of the distribution. The County may, as an additional or alternative remedy to the Township's default as defined in this Section, declare that the entire balance of the unpaid principal is due immediately.

Section 6 – Project Management

The Parties agree that the Delaware County Engineer shall serve as the manager for the Project and any contract awarded for the Project. The funds loaned to the Township, pursuant to Section 4, shall be maintained in the County's accounts and disbursed by the County directly to the contractor for the Project. The County shall make payments on Project invoices on behalf of the Township, based upon the Township's approval of certificates for payment.

Section 7 – Miscellaneous Terms & Conditions

- 7.1 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Township, 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.
- 7.2 **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

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2011**

courts of Delaware County, Ohio.

- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 Findings for Recovery: Township certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

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

RESOLUTION NO. 11-662

IN THE MATTER OF SETTING DATE AND TIME FOR PUBLIC HEARING # 2 FOR THE FORMULA 2011 VILLAGE OF ASHLEY STREET IMPROVEMENTS:

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

Whereas, a public hearing will be held on **Monday, July 11, 2011, at 10:00 a.m.** in the County Commissioners' Office located at 101 North Sandusky Street in Delaware, Ohio. This hearing is needed to consider the Village of Ashley Street Improvements application for the Formula 2011 CDBG Grant.

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

RESOLUTION NO. 11-663

IN THE MATTER OF AMENDING RESOLUTION NO. 11-653 (ESTABLISHING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN DELAWARE, HANCOCK, KNOX, MARION, MORROW, SANDUSKY AND WOOD COUNTY BOARDS OF COMMISSIONERS AND THEIR RESPECTIVE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES FOR THE COLLABOR8 PILOT PROJECT):

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

**Collabor8 Pilot Project
Memorandum of Understanding
Between Collabor8 CDJFS**

This Memorandum of Understanding (MOU) is entered into by and between the Delaware, Hancock, Knox, Marion, Morrow, Sandusky, and Wood County Boards of Commissioners and their respective County Department of Job and Family Services, (collectively "Counties" or "Parties.")

Article I. Purpose

The purpose of this MOU is to establish and define a multi-county project area as it relates to the implementation of a virtual call center pilot project among participating county departments of job and family services under the supervision of the Ohio Department of Job and Family Services. The project shall be collectively known as the "Collabor8 Pilot Project".

Article II. Term

The term of this agreement is July 1, 2011 through June 30, 2012.

Article III. Function of Pilot

This pilot is being developed and implemented to create and test a sustainable, replicable service delivery solution in Ohio for County Job and Family Services (CDJFS) to operate. The pilot is intended to streamline

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2011**

efficiency between Collabor8 county departments of job and family services in the administration and delivery of public assistance services. Efficiencies shall be gained through the standardization of work processes and deployment of Call Center technology across counties.

Article IV. – General Role of ODJFS

This pilot is in cooperation with the Ohio Department of Job and Family Services (ODJFS). ODJFS will assist Collabor8 in development, implementation and ongoing operation(s) of the pilot. ODJFS will provide agreed upon resources necessary to successfully pilot this project.

Article V. – Governance

The participating County Directors of Job & Family Services will provide the decision making authority in matters involving pilot operations and the unified service delivery model. Operational decisions shall be documented in the form of a Call Center Operations and Quality Control Manual. Decisions will be made in coordination with the guidance provided by ODJFS.

The consensus model of decision making shall be the standard approach. However, in the absence of a consensus, each Director will have one vote, and the outcome of the vote will be recorded in the meeting minutes. At such time that there is not unanimity on a decision, the majority will rule. OJFSDA staff may provide mediation in a discussion as needed when requested by the counties.

Participating Directors and/or designated county staff shall establish regular meetings to assign, monitor, and evaluate progress of pilot deliverables and timelines.

Participating County Directors shall adhere to provisions set forth in the Collabor8 Pilot Project MOU between ODJFS and participating counties including the CDJFS responsibilities outlined in Article V.

Article VI. – Project Costs

Participating counties shall be responsible for the procurement and selection of a consolidated/centralized imaging/case management solution that can be utilized by all Collabor8 CDJFS. The consolidated and centralized imaging and case management solution must integrate with the ODJFS hardware environment (application maintenance and support will be a county contracted, vendor supplied service);

Each individual county shall be responsible for its share of project related costs in accordance with county specific purchasing and procurement policies.

Article VII. Insurance

Each Party shall carry and maintain current throughout the life of the MOU such bodily injury and property damage liability insurance as will protect it against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of this MOU or from the use of any vehicle(s) in connection with this MOU. Said insurance, at a minimum, shall be of a type and provide coverage in an amount which is customary in the industry.

The Parties, at their sole option, may utilize self-insurance, commercial insurance, or any combination thereof to satisfy the insurance coverage requirements contained in this MOU.

In addition to the rights and protections provided by the insurance policies as required above, the Parties shall retain any and all such other and further rights and remedies as are available at law or in equity.

Article III. – Parties Responsible for Their Own Actions

The Parties are governmental entities/political subdivisions and lack authority to indemnify. The Parties, agree to be and shall be responsible for their own negligence, actions or inactions and/or the actions or inactions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants. The Parties agree to be individually and solely responsible for and shall hold harmless and release the other Parties from any and all claims, lawsuits, liability, losses, damages, illnesses, injuries (including death), and/or related expenses that each may incur as a result of their own negligence, actions or inactions and/or the actions or inactions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants.

Article IX. – Drug Free Environment

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

Article X. – Findings for Recovery

The Parties respectively certify that they do have any outstanding findings for recovery pending or issued against them by the State of Ohio.

Article XI. - Notices

All notices which may be required by this MOU or by operation of any rule of law shall be hand delivered, sent

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2011**

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:

Delaware County:

Mona Reilly, Director
Delaware County Job & Family Services
140 North Sandusky Street
Delaware, OH 43015
Fax: 740-833-2299

Hancock County:

Judith Wauford, Director
Hancock County Job & Family Services
P.O. Box 270
Findlay, OH 45840-3380
Fax: 419-422-1081

Knox County:

Matthew Kurtz, Director
Knox County Job & Family Services
117 E. High St., 4th Floor
Mt. Vernon, OH 43050-3400
Fax: 740-392-1249

Marion County:

Roxane Somerlot, Director
Marion County Job & Family Services
363 W. Fairground St.
Marion, OH 43302
Fax: 740-387-2175

Morrow County:

Donald Wake, Director
Morrow County Job & Family Services
619 W. Marion Road
Mt. Gilead, OH 43338-1027
Fax: 419-947-9115

Sandusky County:

Cindy Bilby, Director
Sandusky County Job & Family Services
2511 Countryside Drive
Fremont, OH 43420
Fax: 419-332-2135

Wood County:

Paulette Stephens, Director
P.O. Box 679
Bowling Green, OH 43402-0679
Fax: 419-353-6091

Article XII.– Governing Law

This MOU shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this MOU shall be filed in and heard before the courts of Ohio.

Article XIII- Severability

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

Article XIV. Entire Agreement

This MOU (and its Attachments) shall constitute the entire understanding and agreement between the Parties, 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 all the signing Parties.

In the event of any inconsistency or ambiguity between the provisions of this MOU and the MOU between ODJFS and the Collabor8 CDJFS, the provisions of the MOU between ODJFS and Collabor8 CDJFS will determine the obligations of the parties. In the event of a disputed issue that is not addressed in any of the

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2011

aforementioned documents, the parties hereby agree to make every reasonable effort to resolve any disputes in keeping with the objectives of the Collabor8 Pilot project and the budgetary and statutory constraints of ODJFS.

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien
-On Tuesday Attended and Participated in a DKMM Policy Meeting

Commissioner Thompson
-No Additional Comments

Commissioner Stapleton
-No Additional Comments

RESOLUTION NO. 11-664

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR IMMINENT LITIGATION AND TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn into Executive Session at 10:25AM.

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

RESOLUTION NO. 11-665

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn out of Executive Session at 11:43AM.

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

There being no further business, the meeting adjourned.

Ken O'Brien

Dennis Stapleton

Tommy Thompson