

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 25, 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. 11-769

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 21, 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 July 21, 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

RETIREMENT TRIBUTE FOR SHARON ASPERY; 32 Years With Job And Family Services

RESOLUTION NO. 11-770

IN THE MATTER OF REJECTING THE AGREEMENT BETWEEN THE DELAWARE COUNTY SHERIFF AND OHIO PATROLMEN'S BENEVOLENT ASSOCIATION PERTAINING TO THE CORRECTION SUPERVISORS' UNIT:

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

Whereas, the Delaware County Sheriff has submitted to the Board of Delaware County Commissioners the agreement between the Delaware County Sheriff and The Ohio Patrolmen's Benevolent Association Pertaining To The Correction Supervisors' Unit; and

Whereas, the Board of Delaware County Commissioners wishes to reject the agreement;

Therefore Be It Resolved, that the Board of Delaware County Commissioners reject the agreement between the Delaware County Sheriff and The Ohio Patrolmen's Benevolent Association Pertaining To The Correction Supervisors' Unit.

AGREEMENT BETWEEN
DELAWARE COUNTY SHERIFF
and
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
(Correction Supervisors' Unit)

EFFECTIVE: upon signing
EXPIRES: December 31, 2013

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

RESOLUTION NO. 11-771

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0722:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0722 and Purchase Orders as listed below:

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<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Hondros College	Job and Family Tuition Program	22311611-5348	\$ 6,000.00
Delaware Motive Parts	Automotive Parts	10011106-5228	\$ 10,000.00
Beems BP	Gasoline	10011106-5228	\$ 50,000.00

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

RESOLUTION NO. 11-772

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 request that Jeanette Adair attend an ETC-I Course in Delaware County August 8-10, 2011, at the cost of \$500.00 (Fund Number 21411306).

The EMS Department is request that Daniel Jividen attend an Incident Response To Terrorist Bombings In Socorro, New Mexico September 19-23, 2011, at no cost.

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

RESOLUTION NO. 11-773

SETTING DATE, TIME AND PLACE FOR THE FINAL HEARING BY THE COMMISSIONERS FOR THE MEADOWS AT HARVEST WIND DITCH MAINTENANCE PETITION PROJECT:

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

Whereas, the Board of Commissioners of Delaware County on February 7, 2011, held a public hearing and determined the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the improvement/maintenance of the Meadows At Harvest Wind Ditch Maintenance Petition Project, and

Whereas, at that time the Delaware County Commissioners directed the Delaware County Engineer to proceed with the preparation of plans, reports, and schedules for the completion of the ditch project, and

Whereas, the Delaware County Engineer has notified the Commissioners that the plans, reports, and schedules for the Meadows At Harvest Wind Ditch Maintenance Petition Project are finalized for their review and consideration.

Therefore be it Resolved, the Board of County Commissioners of The County of Delaware have fixed **Monday the 29th day of August, 2011, at 10:30AM** at the Commissioners Hearing Room 101 North Sandusky Street Delaware, Ohio as the time and place of the final hearing by the Commissioners on the report of the County Engineer.

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

RESOLUTION NO. 11-774

IN THE MATTER OF APPROVING A CHANGE ORDER TO THE SOFTWARE LICENSE AGREEMENT WITH SUNGARD BI-TECH, INC. FOR FINANCIAL, HUMAN RESOURCES, AND PAYROLL SOFTWARE:

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

WHEREAS, on September 4, 2001, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 01-996, approving the software license agreement with SunGard Bi-Tech, Inc. ("SunGard") for financial, human resources, and payroll software; and

WHEREAS, the Board wishes to implement SunGard's "Employee Online" module to allow Delaware County employees to directly access and input changes to certain payroll and benefit information; and

WHEREAS, the Employee Online module will promote efficiency and save public funds and resources; and

WHEREAS, the Delaware County Auditor, Data Processing Board, and Data Processing Director recommend approval of this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, to

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approve the following Change Order to the Software License Agreement with SunGard:



SunGard Public Sector Quote

Customer Name: Delaware County, OH

Address: 101 N Sandusky St

City, State, Zip: Delawre, OH 43015

Customer Contact: Greg Spoczak

SunGard Public Sector Contact: Nancy Murphy

Quote Date: May 24, 2011

Quote Expiration: June 28, 2011

Product/Services	License	Maintenance	Training		Conversion/ Development		Additional Services	
			Hours	Cost	Hours	Cost	Hours	Cost
Employee Online (EO)	\$13,200	\$2,640	36	\$5,760	32	\$6,400		
Software Installation							16	\$2,800
Remote Project Management							Fixed	\$2,244
Pay Agency Products								
Totals	\$13,200	\$2,640	36	\$5,760	32	\$6,400	16	\$5,044

Due Upon Execution:

License Fees

30% Promotional Discount

Fixed Fee Professional Services

Billed as Incurred:

Maintenance

Professional Services

Total Amount of Quote

\$13,200

-\$3,960

\$5,044

\$2,640

\$12,160

\$29,084

SUNGARD PUBLIC SECTOR

The parties entered into an existing Agreement for certain software and related services. The products and services listed above are additional. Except as otherwise provided in this quote, terms of the existing Agreement remain.

The Software or "Licensed Systems" licensed by SunGard Public Sector are provided in and may be used in machine-readable object code form only. SunGard Public Sector offers the Customer, through a third-party escrow agent, a Source Code Escrow Agreement that provides for release of the source code version of the Licensed Systems from escrow upon the occurrence of certain release events, such as SunGard Public Sector's failure to provide required maintenance services as agreed.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses are in addition to the prices quoted above and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy.

The date of delivery is the date on which SunGard Public Sector delivers, F.O.B. SunGard Public Sector's place of shipment, the Licensed Systems to Customer.

The SunGard Public Sector application software warranty shall be for a period of one (1) year after delivery. There is no Testing and Acceptance period on the Licensed System(s) herein.

Preprinted conditions and all other terms not included in this Quote or in the Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard Public Sector to Customer.

Third-party hardware/software maintenance and/or warranty will be provided by the third-party hardware and software manufacturer(s). SunGard Public Sector makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third-party products specified in this Quote. The return and refund policy of each individual third-party hardware/software supplier shall apply. Before signing this Quote, please contact your Account Manager if you are not certain which products are provided by a third-party.

This Agreement is based on the current licensing policies of each third-party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, SunGard Public Sector reserves the right to adjust this proposal to reflect those changes.

Pricing for professional services, including training, project planning, project management, custom modifications, and installation, is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Quote. The total amount that Customer will pay for these services will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current rates for the services at issue.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Payment Terms are as Follows:

License, Fixed Fee services identified above. Hardware and Third-Party Software Fees are due upon execution of this Quote. Hourly, time-and-materials services are due monthly, as such services are delivered. Travel/Living expenses are due as incurred monthly. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only - actual shipping charges will be due upon delivery.

SunGard Public Sector Application Annual Support - the initial term of Maintenance and Support Services is included in License Fees and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the initial support period. Support fees shown for the second term of support shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of that term at the then prevailing rate. Third-Party Application Annual Support Fees - payment terms shall be as provided by the Third-Party to Customer with the exception that any fees listed above for the initial term of support are due upon execution of this Quote.

Please indicate that your purchase is per the terms and conditions of this proposal dated: May 24, 2011

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

RESOLUTION NO. 11-775

IN THE MATTER OF APPROVING A PROJECT AGREEMENT FOR OLENTANGY FALLS
SECTION 2:

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

Whereas, the County Engineer recommends approval of the Owner’s Agreement For Olentangy Falls Section 2;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner’s Agreement For Olentangy Falls Section 2.

PROJECT AGREEMENT
PROJECT NUMBER: 11003

THIS AGREEMENT, executed on this 25th day of July 2011 between ROCKFORD HOMES,

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hereinafter called ‘**OWNER**’ and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **OLENTANGY FALLS SECTION 2**, further identified as Project Number 11003 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit “A”** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 1 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **THIRTY-FOUR THOUSAND DOLLARS (\$34,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER’S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit “A”** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer’s** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER’S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, “as-built” drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the **OWNER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

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In consideration whereof, the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO hereby grants the OWNER or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT “A”

CONSTRUCTION COST ESTIMATE					\$423,200.00	
CONSTRUCTION BOND AMOUNT					\$ N/A	
MAINTENANCE BOND AMOUNT					\$ 42,400.00	
INSPECTION FEE DEPOSIT					\$ 34,000.00	
Vote on Motion	Mr. Thompson	Aye	Mr. Stapleton	Aye	Mr. O'Brien	Aye

RESOLUTION NO. 11-776

IN THE MATTER OF APPROVING AN OWNER’S AGREEMENT FOR MEADOWS AT LEWIS CENTER:

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

Whereas, the County Engineer recommends approval of the Owner’s Agreement For Meadows At Lewis Center;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner’s Agreement For Meadows At Lewis Center.

OWNER’S AGREEMENT

JONES/LEWIS CENTER LLC, hereinafter referred to as “OWNER” desires to construct a subdivision known as MEADOWS AT LEWIS CENTER. As a part of said subdivision, per Article IV of the Delaware County Engineer’s Design, Construction and Surveying Standards Manual, road improvements to Lewis Center Road would be required.

WHEREAS, the DELAWARE COUNTY ENGINEER WORKING THROUGH THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO, hereinafter referred to as “COUNTY” plans to improve Lewis Center Road in the future as a County road improvement project which project, when completed, would include the portion of Lewis Center Road improved as a part of the OWNER’S obligation to the aforementioned project; and

WHEREAS, COUNTY and OWNER desire to establish terms and conditions addressed by this AGREEMENT wherein the required work will be completed in a manner beneficial to both parties.

In lieu of constructing, installing or otherwise making improvements to Lewis Center Road as required, the OWNER agrees to provide construction and right-of-way plans for improvement to Lewis Center Road in conformance with the Scope of Services prepared by the Delaware County Engineer dated February 14, 2011, to be prepared by a qualified Ohio Registered Professional Engineer, and approved by the Delaware County Engineer, and to pay the COUNTY One Hundred Sixty-Six Thousand Dollars (\$166,000), estimated to be the OWNER’S share of the improvements in conjunction with said subdivision. This payment, which is to be made to the COUNTY no later than May 1, 2012, along with furnishing approved construction and right-of-way plans for the improvements to Lewis Center Road, shall constitute full and complete satisfaction of the OWNER’S obligations under this AGREEMENT.

Until such payment is made, OWNER shall provide an irrevocable letter of credit or other approved financial warranty in the full amount of their financial obligation for said project with the execution of this AGREEMENT naming the Board of Delaware County Commissioners as beneficiary and will be in effect until such time as the OWNER pays the COUNTY the entire amount of One Hundred Sixty-Six Thousand Dollars (\$166,000). In addition, the plat for the project known as Meadows at Lewis Center shall not be signed by the Board of Commissioners of Delaware County, Ohio until such time as irrevocable letter of credit in the amount of One Hundred Sixty-Six Thousand Dollars (\$166,000) has been posted with the COUNTY and the requirements for signing of the plat under the Owner’s Agreement for the project known as Meadows at Lewis Center have been satisfied.

The OWNER may request an extension of the payment deadline as stated in this AGREEMENT, and upon the recommendation of the DELAWARE COUNTY ENGINEER, the COUNTY may approve the extension for a maximum of one year. No extension shall be granted or take effect until the OWNER has provided an extension of the irrevocable letter of credit or other approved financial warranty required herein and the COUNTY has approved the extension by formal resolution.

Vote on Motion	Mr. Stapleton	Aye	Mr. Thompson	Aye	Mr. O'Brien	Aye
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RESOLUTION NO. 11-777

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

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

Whereas The Below Requests To Perform Work Within The Right Of Way Have Been Reviewed And Approved By The Delaware County Engineer;

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

Permit #	Applicant	Location	Type of Work
U11-033	COLUMBIA GAS	W. ORANGE RD	RELOCATE GAS MAIN
U11-034	AT&T	W. ORANGE RD	RELOCATE CABLE
U11-035	DEL-CO WATER	FANCHER RD	ROAD BORE
U11-036	DEL-CO WATER	OLIVE GREEN RD	ROAD BORE
U11-037	TEAM FISHEL	CHESHIRE RD	DIG TEST HOLES

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

RESOLUTION NO. 11-778

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF A GRANT APPLICATION FROM THE DEPARTMENT OF JOB AND FAMILY SERVICES TO THE COUNCIL FOR OLDER ADULTS TO FUND A YOUTH CHORE PROGRAM:

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

Grant: Youth Chore Program
Source: Council for Older Adults
Grant Period: January 2012 – December 2012

Delaware County Department of Job and Family Services would like to continue to provide the Chore Service for seniors during 2012 which has been in operation since the summer of 1993. The youth crew members will be Workforce Investment Act (WIA) Program eligible participants who are low income or have special needs in some way. These youth will be responsible for contacting referrals made by Council for Older Adults staff, setting up appointments for the chores to be completed, obtaining directions, determining needed supplies and performing the actual work. In addition to the work aforementioned, the youth will participate in academic enrichment activities at the worksite and at the Delaware Area Career Center.

This program is funded with the COA Grant funds and WIA funds.

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

RESOLUTION NO. 11-779

IN THE MATTER OF APPROVING THE GRANT AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AS FISCAL AND ADMINISTRATIVE AGENT FOR DELAWARE COUNTY FAMILY AND CHILDREN FIRST COUNCIL, AND DELAWARE GENERAL HEALTH DISTRICT FOR SFY 2012 OHIO CHILDREN TRUST FUNDS FOR THE FAMILY SUPPORT SPECIALIST FOR HELP ME GROW:

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

Whereas, the Director of Jobs & Family Services recommends approval of the grant agreement with the Delaware County Department Of Job And Family Services, as fiscal and administrative agent for Delaware County Family And Children First Council, And Delaware General Health District For SFY 2012 Ohio Children Trust Funds For The Family Support Specialist For Help Me Grow;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the grant agreement with the Delaware County Department Of Job And Family Services, as fiscal and administrative agent for Delaware County Family And Children First Council, And Delaware General Health District For SFY 2012 Ohio Children Trust Funds For The Family Support Specialist For Help Me Grow.

**Grant Agreement Between
Delaware County Department of Job and Family Services (DCDJFS), as Fiscal and Administrative Agent
for Delaware County Family and Children First Council (FCFC), and Delaware General Health District,**

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**for SFY 2012
Ohio Children Trust Funds**

This Grant Agreement is entered into this 25th day of July, 2011 by and between the Delaware County Department of Job and Family Services (hereinafter, "DCDJFS"), whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and Delaware General Health District (hereinafter, "Agency") whose address is 1 W. Winter Street, Delaware, Ohio 43015 (hereinafter collectively, the "Parties").

Term: This Grant Agreement is for the time period of July 25, 2011 through June 30, 2012.

Amount and Terms of Payment of Grant Award:

The total amount of the Grant Award to the Agency for State Fiscal Year 2012 (SFY 12) is \$15,614.00, payable as follows:

Upon receipt of this signed agreement and upon receipt by the DCDJFS of the Ohio Children's Trust Fund (OCTF) monies from the state, whichever is later DCDJFS will release 50% of the monies to the Agency, being \$7,807.00. On or about March 1, 2012, and when an invoice is submitted to DCDJFS, 30% of the award will be released to the Agency, being \$4,684.20. On or about July 30, 2012, or upon receipt of the Agency's submission of the Annual Report showing evidence of satisfactory achievement of the service deliverables, and when an invoice for the balance of the reward is received, the final 20% of the award, being \$3,122.80 will be released to the Agency provided that all service delivery and reporting requirements have been met.

Service delivery:

Agency will provide the services described below. The Agency is expected to achieve no less than 40% of service delivery by December 31, 2011 and no less than 90% service delivery by June 30, 2012. Service delivery and budget details are further described in the grant application, attached to this Grant Agreement. Said attachment(s) further describing the service delivery and budget are by this reference incorporated herein and are hereby deemed to be part of this Grant Agreement as if fully set forth herein.

Deliverable #1: The Family Support Specialist will develop a bi-monthly newsletter called "Parent Pages" for families enrolled in the DCBDD/Help Me Grow (HMG) program.

Unit of service = 6 newsletters

Projected units of service = 1200 units (1 family receiving 1 newsletter bi-monthly)

Deliverable #2: The Family Support Specialist will organize and promote the Down Syndrome, Autism and HMG General Support Groups/Transition workshops. These support groups will be offered at least 8 times per year in locations determined by each support group.

Unit of service = 1 support group meeting

Projected units of service = 24 support group meetings

Deliverable #3: Individual support will be provided by the Family Support Specialist on an as needed basis for families when referred by themselves or by the program service coordinators.

Unit of service = 1 contact

Projected units of service = 100 units

Reporting Requirements:

Fiscal Reports as well as invoices for services provided are due January 10, 2012, April 10, 2012 and July 10, 2012. A Semi-Annual Program Report is due January 10, 2012 and an Annual Report is due July 10, 2012.

Parties Responsible for Their own Actions:

- A. All parties to this Grant Agreement are governmental entities. As such, the parties lack authority to indemnify. Therefore, the Parties agree to be and shall be individually and solely responsible for all of their own actions and/or the actions of their respective boards, officers, officials, employees, agents, representatives, volunteers, and servants, including, but not limited to, any and all liability for loss, damage to person or property, injury, bodily injury, including death, illness, and/or any and all similar or related expenses that each may incur as a result of their own actions, negligence, or omissions, intentional or unintentional, in the performance of or as a result of this Grant Agreement.
- B. The Agency shall assume full responsibility for any and all damage to or loss of any DCDJFS, the Board, and/or Delaware County property, including but not limited to building, fixtures, furnishings, equipment, supplies, accessories and/or parts resulting in whole or part from any acts or omissions, intentional or unintentional, of the Agency or any board, official, officer, employee, agent, representative, or volunteer of the Agency.

Insurance:

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

Independent Contractor:

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The Agency shall act in performance of this Grant Agreement as an Independent Contractor. As an independent contractor, the Agency and/or its board, officers, officials, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Board, DCDJFS, FCFC, and Delaware County.

Termination for Convenience/Cause:

A. Termination for the Convenience

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

B. Breach or Default of Contract

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

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

C. Loss of Funding

It is understood by the Agency that availability of funds for this Grant Agreement and thus this Grant Agreement is contingent on appropriations made by the Local, State and/or Federal government. In the event that the Local, State and/or Federal reimbursement is no longer available to the FCFC, the Agency understands that changes and/or termination of this Grant Agreement will be required and necessary. Such changes and/or termination will be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by the FCFC.

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

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

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

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

Civil Rights: The Agency understands and agrees that, as a condition of this Grant Agreement, there shall be no discrimination against any person, client, individual, and/or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation and/or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the Agency will comply with all federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Grant Agreement. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Grant Agreement.

Accessibility of Programs to the Disabled/Handicapped: The Agency agrees as a condition of this Grant Agreement to make all services and/or programs provided pursuant to this Grant Agreement accessible to the disabled/handicapped. The Agency further agrees as a condition of this Grant Agreement to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Grant Agreement.

Safeguarding of Client: The Parties agree that the use or disclosure of any information, including protected health information, by any Party concerning any individual eligible for or receiving Services provided pursuant to this Contract is strictly prohibited except as directly related to the administration of this Contract.

In furtherance of protecting protected health information, the Parties agree to comply with all applicable federal, state, and local laws and regulations, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as set forth in Title 45, Parts 160 and 164 of the Code of Federal

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Regulations (the "CFR").

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

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

Notices:
All notices which may be required by this Grant Agreement or by operation of any rule of law shall be sent via certified mail or personally delivered to the following individuals at the following addresses and shall be effective on the date received :

Agency:		FCFC:
Name:	Fran Veverka Delaware General Health District	Administrative Agent Delaware County Family and Children First Council 140 N. Sandusky St., 2 nd Floor Delaware, Ohio 43015
Address:	1 West Winter Street	
City/State/Zip:	Delaware, Ohio 43015	

Governing Law: This Grant Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Grant Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

Severability: If any item, condition, portion, or section of this Grant Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Grant Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and be complied with.

Entire Agreement: This Grant Agreement, along with all of its Attachments, shall constitute the entire understanding and agreement between the FCFC and the Agency, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

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

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

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

RESOLUTION NO. 11-780

IN THE MATTER OF APPROVING THE GRANT AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AS FISCAL AND ADMINISTRATIVE AGENT FOR DELAWARE COUNTY FAMILY AND CHILDREN FIRST COUNCIL, AND MID OHIO PSYCHOLOGICAL SERVICES, INC. FOR SFY 2012 OHIO CHILDREN TRUST FUNDS:

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

Whereas, the Director of Jobs & Family Services recommends approval of the grant agreement with The Delaware County Department Of Job And Family Services, as fiscal and administrative agent for Delaware County Family And Children First Council, And Mid Ohio Psychological Services, Inc. For SFY 2012 Ohio Children Trust Funds;

Now Therefore Be It Resolved That The Delaware County Board Of Commissioners Approve The Delaware

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County Department Of Job And Family Services, as fiscal and administrative agent for Delaware County Family And Children First Council, And Mid Ohio Psychological Services, Inc. For SFY 2012 Ohio Children Trust Funds.

**Grant Agreement Between
Delaware County Department of Job and Family Services (DCDJFS), as Fiscal and Administrative Agent
for Delaware County Family and Children First Council (FCFC), and Mid Ohio Psychological Services,
Inc. for SFY 2012
Ohio Children Trust Funds**

This Grant Agreement is entered into this 25th day of July, 2011 by and between the Delaware County Department of Job and Family Services (hereinafter, "DCDJFS"), whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and Mid Ohio Psychological Services, Inc. (hereinafter, "Agency") whose address is 624 East Main Street, Lancaster, OH 43130 (hereinafter collectively, the "Parties").

Term: This Grant Agreement is for the time period of July 25th, 2011 through June 30, 2012.

Amount and Terms of Payment of Grant Award:

The total amount of the Grant Award to the Agency for State Fiscal Year 2012 (SFY 12) is \$21,610.00, payable as follows:

Upon receipt of this signed agreement or upon receipt by the DCDJFS of the Ohio Children's Trust Fund (OCTF) monies from the state, whichever is later DCDJFS will release 50% of the monies to the Agency, being \$10,805.00. On or about March 1, 2012 and when an invoice is submitted to DCDJFS, 30% of the award will be released to the Agency, being \$6,483.00. On or about July 30, 2012, or upon receipt of the Agency's submission of the Annual Report showing evidence of satisfactory achievement of the service deliverables, and when an invoice for the balance of the reward is received, the final 20% of the award, being \$4,322.00 will be released to the Agency provided that all service delivery and reporting requirements have been met.

Service delivery:

Agency will provide the services described below. The Agency is expected to achieve no less than 40% of service delivery by December 31, 2011 and no less than 90% service delivery by June 30, 2012. Service delivery and budget details are further described in the grant application, attached to this Grant Agreement. Said attachment(s) further describing the service delivery and budget are by this reference incorporated herein and are hereby deemed to be part of this Grant Agreement as if fully set forth herein.

Deliverable #1: Provide forty-five Delaware County families with in home access to the Parenting Wisely program. Parenting Wisely is evidence-based parent education program designed to facilitate the learning of necessary skills for the healthy well balanced raising of children from age 3 to 18.

Unit of service = Parenting Wisely Program

Projected units of service = 45 Families (65 adults)

Deliverable #2: Home based one hour parent education/coaching sessions with family educator to review learned concepts (Family Functioning/Resiliency, Social Emotional Support, Concrete Support, Child Development/Knowledge of Parenting, and Nurturing and Attachment). Families will then apply the concepts under the supervision of the family educator who will coach them on how to use the techniques appropriately.

Unit of service = Six home based session for each family

Projected units of service = 270 home based sessions

Reporting requirements:

Quarterly Fiscal Reports as well as invoices for services provided are due January 10, 2012, April 10, 2012 and July 10, 2012. A Semi-Annual Program Report is due January 10, 2012 and an Annual Report is due July 10, 2012.

Indemnification:

Agency shall provide indemnification as follows:

- A. To the fullest extent of the law and without limitation, the Agency agrees to indemnify and hold free and harmless the DCDJFS, FCFC, the Board, Delaware County, Ohio and all of their respective boards, officers, officials, employees, volunteers, agents, servants and representatives (collectively "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the Agency or any subcontractor's

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(“Contracted Parties”) performance of this Agreement or the Contracted Parties actions or omissions including, but not limited to, the performance, actions or omissions of any of the Contracted Parties’ respective boards, officers, officials, employees, volunteers, agents, servants and representatives . The Agency agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Agency shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney’s fees, costs, and expenses. the Agency further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Agency shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney’s fees.

- B. The Agency 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 Contracted Parties.

Insurance:

The Agency 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 Agency shall present to the DCDJFS current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Agreement. Said insurance shall, at a minimum, be of a type which is customary in the industry and shall provide coverage in an amount that is both customary in the industry and equal to and covering all sums which the Agency may or shall become legally obligated to pay as damages.

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

Worker’s Compensation Insurance:

The Agency shall carry and maintain throughout the life of the Agreement Worker’s Compensation Insurance as required by Ohio law and any other state in which work will be performed. The Agency shall be responsible for any and all premiums for such policy(ies).

Licenses:

The Agency certifies and warrants that the Agency has and/or those acting on its behalf have obtained and maintain current all approvals, licenses, certifications, and/or other qualifications (collectively “Licenses”) necessary to perform all the services required by this Agreement and to conduct business in the state of Ohio. The Agency further certifies and warrants that all such Licenses are operative and current and have not been revoked or are not currently suspended for any reason. The Agency shall produce such license upon request.

Independent Contractor:

The Agency shall act in performance of this Grant Agreement as an Independent Contractor. As an independent contractor, the Agency and/or its board, officers, officials, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Board, DCDJFS, FCFC, and Delaware County.

Termination for Convenience/Cause:

A. Termination for the Convenience

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

B. Breach or Default of Contract

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

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date of termination.

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

C. Loss of Funding

It is understood by the Agency that availability of funds for this Grant Agreement and thus this Grant Agreement is contingent on appropriations made by the Local, State and/or Federal government. In the event that the Local, State and/or Federal reimbursement is no longer available to the FCFC, the Agency understands that changes and/or termination of this Grant Agreement will be required and necessary. Such changes and/or termination will be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by the FCFC.

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

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

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

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

Civil Rights:

The Agency understands and agrees that, as a condition of this Grant Agreement, there shall be no discrimination against any person, client, individual, and/or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation and/or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the Agency will comply with all federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Grant Agreement. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Grant Agreement.

Accessibility of Programs to the Disabled/Handicapped: The Agency agrees as a condition of this Grant Agreement to make all services and/or programs provided pursuant to this Grant Agreement accessible to the disabled/handicapped. The Agency further agrees as a condition of this Grant Agreement to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Grant Agreement.

Safeguarding of Client: The Parties agree that the use or disclosure of any information, including protected health information, by any Party concerning any individual eligible for or receiving Services provided pursuant to this Contract is strictly prohibited except as directly related to the administration of this Contract. In furtherance of protecting protected health information, the Parties agree to comply with all applicable federal, state, and local laws and regulations, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations (the "CFR").

DMA Form Statement: The Agency certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, the Agency agrees to make such certification by completing the declaration of material assistance/non-assistance described in R.C. § 2909.33(A) and understands that this Grant Agreement is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Grant Agreement and by this reference made a part of this Grant Agreement.

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

Notices:

All notices which may be required by this Grant Agreement or by operation of any rule of law shall be sent via certified mail or personally delivered to the following individuals at the following addresses and shall be effective on the date received :

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Agency:		FCFC:
Name:	Bradley A. Hedges Mid Ohio Psychological Services, Inc	Administrative Agent Delaware County Family and Children First Council
Address:	624 East Main Street	140 N. Sandusky St., 2 nd Floor
City/State/Zip:	Lancaster, OH 43130	Delaware, Ohio 43015

Governing Law: This Grant Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Grant Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

Severability: If any item, condition, portion, or section of this Grant Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Grant Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and be complied with.

Entire Agreement: This Grant Agreement, along with all of its Attachments, shall constitute the entire understanding and agreement between the FCFC and the Agency, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

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

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

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

RESOLUTION NO. 11-781

IN THE MATTER OF AUTHORIZING THE FISCAL YEAR 2011 SMALL CITIES COMMUNITY
DEVELOPMENT BLOCK GRANT APPLICATION TO BE FILED WITH THE OHIO
DEPARTMENT OF DEVELOPMENT:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to authorize the application:

WHEREAS, the Ohio Department of Development has allocated \$153,000 in the Fiscal Year 2011 Small Cities Community Development Block (CDBG) grant funds under the Formula Program to Delaware County, and

WHEREAS, Delaware County has conducted its first public hearing on February 14, 2011, concerning the CDBG program and has conducted two second public hearings on the proposed application on June 27, 2011, and July 11, 2011. Such hearings indicate significant need and interest in utilizing these funds to assist the communities within the County with necessary and useful programs, which are responsive to the State and national program objectives and qualification criteria for this program.

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

Section 1. The Economic Development Director is hereby authorized to make application for \$153,000 of CDBG Small Cities Formula Program funds, \$25,000 of which shall be used for Street Improvements in the Village of Ashley; \$41,600 of which shall be used for Street Improvements in the Village of Ostrander; \$24,000 of which shall be used for Village of Sunbury ADA Sidewalk Improvements; \$22,900 of which shall be used for Public Service for ADA Equipment for the two new buses for Delaware Area Transit Authority; \$10,000 of which shall be used for Planning Project for Updating Policy and Procedure Manual for Community Housing Improvement Program (CHIP); \$6,100 of which shall be used for Fair Housing educational activities throughout the County; and \$22,900 of which shall be used for Program Administration. All necessary program assurances will be included with the application.

Section 2. This resolution shall take effect and be in force immediately after passage.

Section 3. The funding for the projects for the FY 2011 Grant is indicated below:

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	Proposed Project	Total Project Cost	Proposed CDBG Formula	Proposed RLF Funding
1. Village of Ashley	Street Improvements	\$25,000	\$25,000	0
2. Village of Ostrander	Street Improvements	\$41,600	\$41,600	0
3. Village of Sunbury	ADA Sidewalk Improvements	\$24,000	\$24,000	0
4. Delaware Area Transit Authority (DATA)	Public Service	\$27,700	\$22,900	\$4,800
5. Planning	Update CHIP Policy/Procedure Manual	\$10,000	\$10,000	0
6. Fair Housing	Countywide	\$ 6,100	\$ 6,100	0
7. Administrative	General	\$22,900	\$ 22,900	0
Totals		\$157,300	\$152,500	\$4,800

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

RESOLUTION NO. 11-782

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY REVOLVING LOAN FUNDS (RLF) TO ASSIST IN FUNDING THE DELAWARE AREA TRANSIT AUTHORITY (DATA) PUBLIC SERVICE ACTIVITY FOR ADDITIONAL FUNDS ALLOCATED THROUGH THE FISCAL YEAR 2011 COMMUNITY DEVELOPMENT BLOCK GRANT SMALL CITIES FORMULA PROGRAM CONTINGENT THAT DELAWARE COUNTY RECEIVES THE CDBG FORMULA 2011 FUNDS FROM OHIO DEPARTMENT OF DEVELOPMENT:

It was move by Mr. O'Brien, seconded by Mr. Thompson to authorize the following;

WHEREAS, Delaware County has applied for \$153,000 in the Fiscal Year 2011 Small Cities Community Development Block Grant (CDBG) funds under the Formula Program for various improvement and planning projects in the County, and

WHEREAS, the total cost of these projects is estimated to be \$157,300; and

WHEREAS, it is anticipated that a funding gap exists between the total cost of said projects and the amount of funds available to totally fund these projects from the Formula 2011 CDBG Small Cities Formula Program; and

WHEREAS, Delaware County has established a Revolving loan Fund (RLF) capitalized with the payback from CDBG loans to local businesses; and

WHEREAS, the CDBG funds to be utilized to assist said various projects will meet the needs of the community's low-to-moderate income households and the National Objectives established for the CDBG Program.

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

Section 1. The Delaware County Board of Commissioners hereby approves an RLF grant in the amount of \$4,800 to further assist in the Public Service activity for Delaware Area Transit Authority associated with the Formula 2011 CDBG Project.

Section 2. The Delaware County Board of Commissioners hereby approves an RLF grant in the amount of \$4,800 to further assist Delaware Area Transit Authority Public Service activity to purchase ADA Equipment for their two new buses.

Section 3. That this Resolution shall take effect and be in force immediately after the Ohio Department of Development awards the Formula 2011 Grant to Delaware County.

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

RESOLUTION NO. 11-783

IN THE MATTER OF APPROVING THE ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN FOR LOCAL GOVERNMENTS CONTINGENT THAT DELAWARE COUNTY

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RECEIVES THE CDBG FORMULA 2011 GRANT FROM THE OHIO DEPARTMENT OF DEVELOPMENT:

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

WHEREAS, the Ohio Department of Development (ODOD) has allocated \$153,000 in the Fiscal Year 2011 Small Cities Community Development Block (CDBG) grant funds under the Formula Program to Delaware County; and

WHEREAS, Delaware County is submitting an application to ODOD for the CDBG Formula 2011 Program; and

WHEREAS, ODOD requires an Anti-Displacement and Relocation Plan by all grantees prior to funding, regardless of whether or not demolition activities are planned; and

WHEREAS, this Anti-Displacement and Relocation Plan was developed as a strategy to assist low- and moderate-income dwelling units demolished or converted to a use other than low- and moderate-housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974; and

WHEREAS, Delaware County will provide relocation assistance, as described in 24 CFR 570.488, to each low- and moderate-income household displaced by the demolition of housing or conversion of a low- and moderate-income dwelling to another use as a direct result of assisted activities.

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

SECTION I. The Board of Commissioners authorizes the approval of the Anti-Displacement and Relocation Assistance Plan as part of the Formula 2011 grant.

Anti-Displacement and Relocation Assistance Plan for Local Governments

The effective date of this plan and certification is July 25, 2011.

Delaware County will replace all occupied and vacant occupiable low- and moderate-income dwelling units demolished or converted to a use other than low- and moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, and as described in 24 CFR 570.488. HUD regulations have extended this requirement to the HOME program as well.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, Delaware County will make public and submit to the Office of Housing and Community Partnerships (OHCP) the following information in writing:

1. A description of the proposed assisted activity;
2. The location of each site on a map and the number of dwelling units by bedroom size that will be demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by bedroom size that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a low- and moderate-income unit for at least 10 years for the date of initial occupancy;
7. An analysis determining whether a dwelling unit proposed to be demolished is occupiable or not; and
8. An analysis determining whether a dwelling unit proposed to be demolished or converted is considered a low- and moderate-income unit.

Delaware County will provide relocation assistance, as described in 24 CFR 570.488, to each low- and moderate-income household displaced by the demolition of housing or conversion of a low- and moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives under the Act, Delaware County agrees to provide substantial levels of assistance to persons displaced by HUD-assisted programs and will further seek to minimize displacement of persons as a result of assisted activities.

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

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RESOLUTION NO. 11-784

**IN THE MATTER OF SETTING BID OPENING DATE AND TIME FOR DELAWARE COUNTY
FORMULA 2010 VILLAGE OF ASHLEY STREET IMPROVEMENTS AND APPROVING THE
NOTICE TO CONTRACTORS:**

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

WHEREAS, on June 21, 2010, the Delaware County Commissioners adopted Resolution No. 10-821, approving CDBG Formula 2010 funds for the Village of Ashley Street Improvements; and

WHEREAS, the Economic Development Director recommends the Bid Opening date and time of 10:30am Friday, August 12, 2011, at 101 North Sandusky Street, Delaware, Ohio 43015, for the Village of Ashley Street Improvements;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Commissioners approve the Bid Opening date and time of 10:30am, Friday, August 12, 2011, at 101 North Sandusky Street, Delaware, Ohio 43015, and the approval of advertising the project:

NOTICE TO CONTRACTORS

Sealed proposals will be received by the Delaware County Commissioners at 101 N. Sandusky St., Delaware, Ohio, until 10:30 am on Friday, August 12, 2011, for the Village of Ashley Street Improvements set forth in the plans and specifications on file in the above office. At that time and at that location, sealed bids will be publicly opened and read aloud. Work to be performed is described in the bid form.

**VILLAGE OF ASHLEY
STREET IMPROVEMENTS**

The proposed work will consist of partial and full depth paving repairs, asphalt overlays on S. Grove St., E. Bell Ave., Kohler's Alley, Elementary Alley, and Coffey's Alley.

The estimated cost for this project is \$46,600.00.

All proposals shall be sealed and endorsed for Formula 2010 Village of Ashley Street Improvements and mailed or delivered to the Delaware County Commissioners Office located at 101 N. Sandusky St., Delaware, Ohio 43015. Proposals are to be on forms furnished in the Contract Documents and included with the specifications.

Plans, specifications, bid forms and contract documents may be downloaded from Builder's Exchange or Dodge Reports, or be viewed at the office of Village of Ashley, 14 E. High St., Ashley, Ohio 43003.

A \$25.00 non-refundable deposit will be required for each set of drawings, specifications, and contract documents, plus \$10.00 for shipping expenses if required. Checks for bidding documents should be made payable to Village of Ashley.

Each bid must be accompanied by a bid guaranty in the form of a bond with an approved surety company as surety for the execution of the contract. The bid guaranty and contract bond shall be for the full amount of the bid proposal and in the form as contained in the contract documents. Alternately, a certified check, cashier's check or letter of credit pursuant to Chapter 1305 of the revised code, in the amount of 10 percent of the bid will be accepted as a bid guaranty. Each proposal must contain the full name and address of every person or company interested in the same.

Delaware County hereby notifies all bidders that they affirmatively insure that with regard to any contract entered into pursuant to this advertisement, Minority Business Enterprise (MBE) AND Women's Business Enterprise (WBE) will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. The County of Delaware is an equal opportunity employer and requires all persons contracting with the County to certify that they are equal opportunity employers and that they do not discriminate on the grounds of race, color, religion, sex or national origin.

Bidders are required to comply with the MBE/WBE requirements set forth. In part, this means that any bidder, to the extent that it subcontracts work, shall award subcontracts to certified Minority Business Enterprise/Women's Business Enterprise in an aggregate dollar value of no less than 7.3% of the contract for MBE and 6.9% of the contract for WBE. This percent can include materials and supplies. The bid specifications provide further details on these requirements.

All Contractors and subcontractors involved with the project will, to the extent practicable use Ohio products, materials, services, and labor in the implementation of their project. Additionally contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123, as authorized by the Governor's Executive Order of 1972, and Governor's Executive Order 84-9 regarding goals for women working on state construction projects shall be required.

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Attention of bidders is called to all of the requirements contained in this bid packet, particularly to the Federal Labor Standards Provisions and Davis-Bacon Wages, various insurance requirements and various equal opportunity provisions. Bidders must comply with the provisions of the Americans with Disabilities Act of 1990.

A Pre-bid conference will be held at **9:00 am on August 5, 2011**, in the Ashley Municipal Building, 14 E. High St., Ashley, Ohio. It is recommended that all bidders attend the pre-bid conference: however, non-attendance at pre-bid conference does not preclude Contractors from submitting a bid.

Copies of the Bidding documents are available for inspection by prospective bidders at the following locations:

Village of Ashley
14 E. High Street
Ashley, Ohio 43003

Project Contact:
Glenn Halmbacher
Halmbacher Engineering
614-595-4656
glennhalm@aol.com

No bidder may withdraw his bid within thirty (30) days after the actual date of the opening thereof. The County reserves the right to reject any and all bids for any reason whatsoever and to waive any irregularities. All bids will be considered based on lowest and best bid.

DELAWARE COUNTY COMMISSIONERS
VILLAGE OF ASHLEY

Published Dates: July 28, 2011 and August 4, 2011

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

RESOLUTION NO. 11-785

IN THE MATTER OF RE-APPOINTING JACKIE KUHNS AS A DELAWARE COUNTY BOARD OF COMMISSIONERS' CITIZEN MEMBER TO THE DELAWARE METROPOLITAN HOUSING AUTHORITY:

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

Whereas, The Delaware County Board of Commissioners is responsible to make appointments from the public to various boards, councils and committees; and

Whereas, The Delaware County Board of Commissioners shall re-appoint Jackie Kuhns to the Delaware Metropolitan Housing Authority as a citizen member for a term beginning February 23, 2011 and ending February 22, 2016.

Therefore, be it resolved that the Delaware County Board of Commissioners at Delaware County, State of Ohio, re-appoint Jackie Kuhns as a citizen member to the Delaware Metropolitan Housing Authority term beginning February 23, 2011 and ending February 22, 2016.

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

RESOLUTION NO. 11-786

IN THE MATTER OF APPOINTING JANET GARLOCK AS THE DELAWARE COUNTY BOARD OF COMMISSIONERS CITIZEN MEMBER TO THE COUNCIL FOR OLDER ADULTS OF DELAWARE COUNTY:

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

Whereas, The Delaware County Board of Commissioners is responsible to make appointments from the public to various boards, councils and committees; and

Whereas, The Delaware County Board of Commissioners shall appoint individuals to the Council for Older Adults of Delaware County.

Whereas, Janet Garlock shall complete William Steinhoff's unexpired term that began January 1, 2009 and will end December 31, 2011.

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Therefore, be it resolved that the Delaware County Board of Commissioners in Delaware County, State of Ohio, shall appoint Janet Garlock as a citizen member to complete William Steinhoff's unexpired term that began January 1, 2009 and will end December 31, 2011.

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

RESOLUTION NO. 11-787

IN THE MATTER OF RE-APPOINTING SARA NAGRA AND CAROL ROSEBROUGH AS THE
DELAWARE COUNTY BOARD OF COMMISSIONERS' CITIZEN MEMBERS TO THE SUNBURY
MEADOWS COMMUNITY AUTHORITY:

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

Whereas, The Delaware County Board of Commissioners is responsible to make appointments from the public to various boards, councils and committees; and

Whereas, The Delaware County Board of Commissioners shall appoint individuals to the Sunbury Meadows Community Authority. Sara Nagra and Carol Rosebrough shall be appointed as citizen members for a term beginning August 10, 2011 and ending August 9, 2013.

Therefore, be it resolved that the Delaware County Board of Commissioners at Delaware County, State of Ohio, re-appoint Sara Nagra and Carol Rosebrough as citizen members for terms beginning August 10, 2011 and ending August 9, 2013.

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

RESOLUTION NO. 11-788

IN THE MATTER OF ADOPTING THE STATEMENT OF RATIONALE, APPROVE THE
ABOLISHMENT OF POSITIONS AND THE LAYOFF OF EMPLOYEES, AND PROCEEDING WITH
THE ABOLISHMENT OF POSITIONS AND REDUCTION IN FORCE WITHIN THE EMERGENCY
COMMUNICATIONS DEPARTMENT AND AUTHORIZING THE COUNTY ADMINISTRATOR WITH
THE ASSISTANCE OF THE DIRECTORS OF EMERGENCY SERVICES AND ADMINISTRATIVE
SERVICES TO PROCEED WITH THE ABOLISHMENTS AND LAYOFFS:

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

WHEREAS, the County manages and maintains the Emergency Communications Department and due to the reorganization for efficient operation, a lack of work and for reasons of the economy the Board of Commissioners is abolishing the three positions of Training Officer, Database Technician and Communication Systems Technician.

WHEREAS, as a result of the abolishment of the listed positions, a layoff of the three incumbents in the positions as stated above and in the Statement of Rationale is necessary and therefore, the incumbents are to be laid off effective August 12, 2011.

NOW, THEREFORE be it resolved that the Board of County Commissioners adopt the Statement of Rationale to abolish the positions and also layoff the incumbents from the abolished positions effective August 12, 2011 and further authorize the County Administrator and the Directors of Emergency Communications and Administrative Services to proceed with the abolishment and layoffs as specified and explained in the Statement of Rationale attached and made a part of this Resolution.

Abolishment of Positions
Statement of Rationale
July 25, 2011

I. Introduction

Over the last year, Emergency Communications has worked to develop program improvements that offer quality and responsive service to its customers, the citizens of Delaware County. The productivity standards and future growth have been closely considered when contemplating any staffing reductions. The varying amounts of workload have also been considered. It is the goal of the Department to maintain the level of service to the citizens of the County and the first responders.

Considering the current workload and the advances in technology, but realizing the need to retain an adequate number of telecommunicators for varying amounts of work and/or some future growth, the recommended staff reductions will not negatively impact the Department's level of service.

II. Lack of Funds

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Delaware County Emergency Communications is dependent upon revenue from a 0.45 mill levy to sustain various positions and operations within the Department. On November 2, 2010 a five year 0.62 mill levy for the Department failed to pass. The current 0.45 mill levy is due to expire at the end of 2011. The residents of Delaware County passed a renewal 0.45 mill levy in the May, 2011 election. Maintaining the current level of service and staffing requirements due to the consolidation of City and County Dispatch Centers in March 2010, the Department is facing a \$1.2 million deficit by the end of 2012 (Table 1). Telecommunicators are necessary to sustain the mission of the Department and, therefore, if the salaries for the Communication System Technician, Database Technician, and Training Officer positions (Table 2) can be used for maintaining operations, it will assist with the impending lack of funds, and allow the Department to maintain the current staffing of telecommunicators. Resources utilized for the abolished positions will be reallocated to fund positions which provide for direct services of the Department.

Table 1- Projected Budget Deficit

0.45 Mill Levy Revenue	2,523,630.00
2011 Budgeted Expenditures	3,745,488.72
Projected Deficit	(1,221,858.72)

Table 2 – Annual Cost of Abolished Positions

	Salary	WC 1%	PERS 14%	HEALTH	MCARE 1.45%	Total
Comm. Syst. Tech	\$51,022.40	\$510.22	\$7,143.14	\$16,875.00	\$739.83	\$76,290.59
Database Tech	\$47,902.40	\$479.02	\$6,706.34	\$16,875.00	\$694.59	\$72,657.35
Training Off	\$55,286.40	\$552.86	\$7,740.10	\$16,875.00	\$801.65	\$81,256.01
					Total	\$230,203.95

The Department, with the recommendation from the Delaware County 911 Board, has reviewed the current budget, operations, staffing levels and call volume to determine the necessary restructuring and the abolishment of certain positions to sustain service to the citizens of Delaware County.

III. Re-organization for Efficient Operation and Lack of Work

One previous responsibility of the Database Technician was to maintain and update the GIS updates in the computer systems. This function, GIS updates, has been automated by utilizing the County Auditor’s Office GIS database. As the information is updated with the Auditor’s Office, GIS updates the countywide database, which is the system utilized by the Communications Center. A computer program has been developed to update the information utilized in Emergency Communications. Utilizing the GIS database will provide the most current, up to date information for the Department and first responders. The County IT Department provides further assistance by testing all information prior to implementation to ensure proper functionality. This function, GIS update, has been absorbed by the Auditor’s Office at no cost to the Department. These functions are no longer needed in the Department.

Major changes have occurred for the training officer position. Changes in the training programs for emergency communications by the National Academy of Emergency Dispatch have altered the recommended methods telecommunicators are trained. Over the past year the Department has retained three National Academy Certified Instructors who work closely with the Department’s telecommunicators on a daily basis. These inside instructors include a fire chief, an EMS chief and a police captain. The three inside academy certified instructors cost the Department less than sending telecommunicators to outside agencies for training, or paying for an outside instructor to train at the Department (Table 3). The Department is charged a discounted rate for holding classes and brings outside agencies to our area. The instructors are also available to teach in-service refresher courses to our employees at no cost to the Department. The utilization of inside trainers eliminates the need for a training officer to coordinate training. By utilizing inside instructors the Emergency Communications Department is able to provide a greater level of service while spending less money on support/administrative positions.

Table 3

	EMD	EPD	EFD	Total per Attendant
In-house Instructors	\$245.00	\$245.00	\$245.00	\$735.00
Outside Instructors	\$365.00	\$320.00	\$365.00	\$1,050.00

**The Department is credited \$75.00 per each outside applicant that attends one of our courses. Savings from this reorganization will result in the following reductions in cost.

Additionally, the Emergency Communications Department has benefited from improved technology and software. As will be explained below, as it relates to each position, new systems and software have eliminated functions performed

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by these three (3) positions

The position of the Communication System Technician will be assumed primarily by the existing positions of the Public Safety Systems Administrator and the Public Safety Systems Analyst in the County IT Department. These duties (listed below) will be performed by the two (2) IT Department positions in addition to their current duties and by utilization of new technology software and other computer advances. The quality control duties will be assumed by the Tour Commanders in addition to their supervisory duties over telecommunicators.

IV. Layoff Rationale for each Position Abolished

1. Position – Database Technician

Work Unit – Database Technician

Non Bargaining Unit

Reason for Layoff – Job Abolishment due to re-organization for efficient operation, Lack of Funds

Explanation – As addressed above, the Emergency Communications Department has experienced a significant improvement in technology in regard to the establishment and maintenance of various databases. The County GIS and/or Data Department are developing all new operational databases. They have developed an automated system to increase the efficiency and effectiveness of these databases. Many of the day to day duties and responsibilities of this position which were previously manually performed are now being automated and performed with more speed and accuracy. Use of the GIS updates from the Auditor's Office and other technological enhancements eliminate the need for these functions to be performed by the Database Technician. The duties of the Database Technician have either been automated or absorbed by other positions. This position is no longer needed in the Department.

Essential Job Functions – The below list shows the current job functions and how the functions have been automated or reassigned to other existing County positions and the positions now performing these functions.

- * Develops new operational databases as needed to ensure timely and accurate information is identified and available to public safety responders for the completion of their mission;
Any new operational databases will be developed by the County IT department or GIS, Auditor's Office.
- * Maintains and updates the MSAG for the entire county that is used by three separate departments for accurately reflecting the jurisdictional responsibilities of over 20 public safety entities;
GIS, Auditor's Office has implemented an automated system to handle this responsibility
- * Maintains and updates the ANI/ALI database for the County 911 Emergency Communications Center that is used to identify and locate a caller requiring an emergency response;
The new Patriot phone system can print any discrepancies the telecommunicators locate while taking calls. The printouts are provided to the Public Safety Systems Analyst, an existing position in the County IT Department.
- * Maintains and updates multiple CAD databases utilized by public safety agencies throughout the county to determine appropriate force response, location identifiers, cautionary information and input into various records management systems;
Operations Manager and Tour Commanders currently enter any cautionary/alert information. Auditor's Office GIS has automated the run card updates.
- * Maintains and provides temporary updates to a countywide GIS database used to provide a geographical representation of a response area;
Auditor's Office GIS currently handles the GIS database.
- * Coordinates the acquisition of information for updating and maintaining databases through interaction with various county, state and federal agencies;
IT and GIS have and will continue to perform this function.
- * Directs and manages an extensive quality control program for maintenance of various databases to ensure the highest possible accuracy and completeness necessary to ensure the minimization of liability;
Utilizing the GIS database ensures the highest possible accuracy and much faster than if manually entered.
- * Interprets and implements Federal and State regulations;
Public Safety Systems Administrator and Analyst will perform this function/task.

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Conclusion: Of the tasks or functions 90% will be assumed by other positions and/or have been assumed by the Auditor's Office GIS and County IT. The remaining 10% of the duties will be absorbed by current positions in the Department or are no longer needed in the Department.

2. Position – Training Officer

Work Unit – Training Officer

Non Bargaining Unit

Reason for Layoff – Job Abolishment due to re-organization for efficient operation, Lack of Funds

Explanation – As addressed above, the Emergency Communications Department has experienced an increase in improved technology. The Computer Automated Dispatching software vendor provides 40 hours of training to all new employees during their initial training period, which previously could not be provided by the Training Officer. In addition, the implementation of three nationally certified instructors has reduced the need for the Training Officer who is not qualified to become a certified instructor in these courses as well as improved the training program. Additionally, as noted above, the use of “inside” instructors will result in a net reduction of costs for training.

Essential Job Functions – The below list shows the current job functions and how the functions have been automated or reassigned to other County positions and the position which is now performing these functions and how these functions will be performed.

- * Develop, implement and administer entry-level training and testing for Telecommunicators in concert with Human Resources, the Director, and the Operations Manager;
The Department currently has academy certified instructors for emergency medical dispatching (Chief Rob Farmer), emergency fire dispatching (Chief Troy Morris), and emergency police dispatching (Captain Bruce Pijanowski). Alerts, our vendor of computer automated dispatching software (CAD), will conduct 40 hours of CAD training. APCO certified Communications Training Officers will conduct all training in the 9-1-1 Center
- * Develop and administer In-Service Training as required, according to established criteria;
Performed by the Operations Manager, following the Commission on Accreditation for Law Enforcement and Accredited Center of Excellence by the National Academies of Emergency Dispatch guidelines.
- * Develop, implement and maintain an indoctrination program for Emergency Service Responders to properly inform new personnel of Communication procedures that will affect them in the performance of their duties;
Responders have the opportunity to sit with a Tour Commander during work hours. Emergency Service Responder training is provided by their agency. DELCOMM addresses any issues with communication with each agency. Director and Operations Manager attend monthly Fire Chiefs Association Meetings, Fire/EMS Dispatch Working Group meetings, and Criminal Justice Association meetings.
- * Create and distribute training bulletins that continually update and improve existing procedures and policies;
CTO's, Tour Commanders and Operations Manager will update and improve procedures as necessary while working in the Center directly with the employees and continually changing technology.
- * Create and maintain all necessary files and records relating to training programs and employee training status as mandated by the department or any acknowledged Federal, State, or local regulatory agency;
Operations Manager will be responsible for computerized employee training records and advise staff when any certifications are due to expire.
- * Develop, administer and implement, under the guidance of the Operations Manager, special projects deemed necessary for the betterment of the department;
The Tour Commander's will be responsible for any special projects under the guidance of the Operations Manager.
- * Meets periodically with personnel as procedures, rules or equipment are changed or update;
Functions will be performed by the Operations Manager or County IT when new or updated equipment is implemented or during in-service training sessions. Everyday changes are communicated to the Tour Commanders to the staff in their squads.
- * Supports emergency communications and other programs by working with local agencies to include writing and monitoring contracts, attending meetings, conferences, workshops and training sessions;

Director and Operations Manager currently attend meetings with other agencies and annual conferences of associations and vendors. Contracts will be updated and monitored for the new CALEA standards.

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- * Develops, coordinates and maintains public relations / awareness programs of the 9-1-1 Emergency Communications system by targeting youth, civic and elderly groups through center tours, open houses, safety fairs, civic association meetings, in and out of school programs;
Director, Operations Manager, Tour Commanders and Telecommunicators will perform this function.
- * Handles client complaints and public inquiries regarding programs.
Operations Manager currently handles all complaints and Director handles program inquiries.

Conclusion: Of the tasks or functions 85% will be assumed by other positions in other County positions. The remaining 15% of tasks and functions will be absorbed by other positions in the Department or are no longer needed.

3. Position – Communication System Technician

Work Unit – Communication System Technician

Non Bargaining Unit

Reason for Layoff – Job Abolishment due to re-organization for efficient operation, Lack of Funds

Explanation – As addressed above, the Emergency Communications Department has experienced a significant improvement in technology. The new Patriot phone system provides automated information which was previously manually performed. The County IT Department provides in-house programs to increase efficiency while cutting costs for Emergency Communications. The two positions in the County IT Department are the Public Safety Systems Administrator and the Public Safety Systems Analyst.

Essential Job Functions – The below list shows the current job functions and the positions now performing these functions.

- * Monitors the maintenance and repair of equipment;
Performed by the Public Safety Systems Administrator and Analyst.
- * Interacts with vendors for equipment purchases and repairs;
Performed by the Public Safety Systems Administrator and Analyst.
- * Schedules and monitors new equipment installation;
Performed by the Public Safety Systems Administrator and Analyst.
- * Assists in and schedules maintenance of communication equipment;
Performed by the Public Safety Systems Administrator and Analyst.
- * Instructs employees on procedural operation of equipment;
Performed by the Public Safety Systems Administrator and Analyst.
- * Evaluates new equipment and technologies being considered for purchase;
Performed by the Public Safety Systems Administrator and Analyst.
- * Directs and manages an extensive quality control program to ensure the highest possible accuracy and completeness necessary to reduce and minimize the possible loss of life or liability;
Operations Manager is certified to perform a portion of the quality control. Tour Commanders will be certified in quality assurance with the National Academies of Emergency Dispatch.
- * Oversees other operational personnel involved in assisting in the maintenance of equipment in a real time environment;
Performed by the Public Safety Systems Administrator and Analyst.
- * Devises correspondence, completing forms and developing reports associated with Emergency Communications programs;
Performed by the Public Safety Systems Administrator and Analyst.

Conclusion: Of the tasks or functions 80% will be assumed by other positions and/or have been assumed by County IT. The remaining 20% of the tasks and functions will be assumed by other positions in the Department or are no longer needed.

V. Conclusion

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This abolishment is based on a lack of funds and the benefit of reorganization for efficient operations. The Department faces a lack of funding and can benefit from reduced costs and efficiency in utilizing technology as well as the assumption of tasks in other County Departments at no cost to the Communications Department.

The net reduction in Department staff will be the three (3) affected positions. A majority of the duties of the positions have been absorbed, replaced with technology or alternate less costly means, or are no longer relevant. All of the duties have or will be assumed by current positions. Training costs will be reduced by the use of "inside" instructors. Many previous duties of the three (3) positions have become obsolete with the use of upgraded software and technology. No reduction in services to the public will occur. In the absence of the Operations Manager the Director will be responsible for the delegation or completion of the duties that have been absorbed from these three positions. All Operations Manager job duties will be assumed by the Director and/or the Tour Commanders.

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Thompson

-Car show was this past weekend

Commissioner O'Brien

-Car Show/Limousine

-On Tuesday Special Central Ohio Youth Center Meeting concerning the renovations

Commissioner Stapleton

-There Is A Work Session Scheduled Later Today Monday; School Resource Officers

There being no further business, the meeting adjourned.

1:30PM WORK SESSION

Sheriff's Office

School Resource Officer Agreement Between The Delaware County Commissioners; The Delaware County Sheriff And Big Walnut Local Schools

School Resource Officer Agreement Between The Delaware County Commissioners; The Delaware County Sheriff And Olentangy Local Schools

School Resource Officer Agreement Between The Delaware County Commissioners; The Delaware County Sheriff And Buckeye Valley Local Schools

Other Business To Come Before The Board

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Ken O'Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners