

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 10, 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. 11-1067

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 6, 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 October 6, 2011; and

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

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

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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 11-1068

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1007:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1007 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Amount	Line
R1106145	DREIER AND MALLER INC	USED IN CLEANING SEWER MAINS	66211903 - 5201	\$1,324.79	0001
R1106145	DREIER AND MALLER INC	USED IN CLEANING SEWER MAINS	66211904 - 5201	\$1,324.79	0002
R1106145	DREIER AND MALLER INC	USED IN CLEANING SEWER MAINS	66211906 - 5201	\$1,324.79	0003
R1106145	DREIER AND MALLER INC	USED IN CLEANING SEWER MAINS	66211907 - 5201	\$1,324.79	0004
R1106146	RF VALVES INC	AIR RELEASE VALVES - OECC	66211903 - 5260	\$11,588.00	0001
R1106146	RF VALVES INC	AIR RELEASE VALVES - ALUM CREEK	66211904 - 5260	\$5,794.00	0002
R1106146	RF VALVES INC	AIR RELEASE VALVES - TARTAN FIELDS	66211906 - 5260	\$5,794.00	0003
R1106146	RF VALVES INC	AIR RELEASE VALVES - SCIOTO RESERVE	66211907 - 5260	\$2,897.00	0004
R1106146	RF VALVES INC	AIR RELEASE VALVES - NORTHSTAR	66211911 - 5260	\$2,897.00	0005
R1106232	MCNAUGHTON MCKAY INC	THERMAL IMAGER	66611903 - 5450	\$1,833.22	0001
R1106232	MCNAUGHTON MCKAY INC	THERMAL IMAGER	66611904 - 5450	\$1,833.22	0002
R1106232	MCNAUGHTON MCKAY INC	THERMAL IMAGER	66611906 - 5450	\$1,833.22	0003
R1106232	MCNAUGHTON MCKAY INC	THERMAL IMAGER	66611907 - 5450	\$1,833.22	0004
R1106235	GE INTELLIGENT PLATFORMS INC	NEW SOFTWARE REQUIRED TO UPGRADE SCADA AT ALUM	66611904 - 5320	\$64,799.00	0001

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 10, 2011**

R1106260	MAYS CONSULTING EIFS EVALUATION AT & EVALUATION SVS LSWRF	66211905 - 5301	\$6,000.00	0001
----------	--	-----------------	------------	------

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

**RESOLUTION NO. 11 -1069**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

Juvenile/Probate Court is requesting that Sharon McColister attend an AFCC Regional Training Conference in Indianapolis, Indiana October 26-29, 2011, at the cost of \$1,180.00 (Fund Number 27826325).

Juvenile/Probate Court is requesting that Faith Walzak attend an AFCC Regional Training Conference in Indianapolis, Indiana October 26-29, 2011, at the cost of \$1,275.00 (Fund Number 27826325).

The Engineer's Office is requesting that Phil Viers, Jim Drumm Jr., Ron Ford, Chris McGrew attend a 2011 Superintendent's and Mechanics Conference in Mt. Sterling, Ohio October 26-27, 2011, at the cost of \$1,068.00 (Fund 29214001).

The Engineer's Office is requesting that Ryan Stoner attend a Chainsaw Level 1 Training in Chillicothe, Ohio October 28, 2011, at the cost of \$150.00 (Fund 29214001).

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

**RESOLUTION NO. 11-1070**

**IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR OLENTANGY FALLS  
SECTION 2:**

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

Whereas, Crown Ridge Investments LLC has submitted the Plat of Subdivision (“Plat”) for Olentangy Falls Section 2, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Liberty Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on August 8, 2011; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on August 15, 2011; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on August 25, 2011; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on August 26, 2011; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on October 1, 2011.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Olentangy Falls Section 2.

## Olentangy Falls Section 2

Situated in the Township of Liberty, County of Delaware, State of Ohio, located in part of Farm Lots 6 and 7, Section 1, Township 3, Range 19, United States Military Lands, being a 17.049 acre subdivision out of a 49.584 acre tract conveyed to Crown Ridge Investments, LLC, an Ohio Limited Liability Company, by Official Record Volume 971, Page 2677. There being 4.864 acres in Farm Lot 6 and 12.185 acres in Farm Lot 7. All references being to the Records of the Recorder's Office in Delaware County, Ohio. Cost \$60

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

**RESOLUTION NO. 11-1071**

**IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS  
FOR MANSARD ESTATES SECTION 2:**

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 10, 2011

It was moved by Mr. O’Brien, seconded by Mr. Thompson to release bond and accept roads within the following:

Mansard Estates Section 2

Please be advised that The Engineer has reviewed the roadway construction of the roads within the referenced subdivision and find them to be constructed in accordance with the approved plans. Therefore, it is his recommendation that the roadways within the referenced subdivision be accepted into the public system and that the **Genoa Township Trustees** be notified of your action.

The roadways to be accepted are as follows:

- An addition of 0.041 mile to **Township Road Number 1339, Braymoore Drive**
- An addition of 0.13 mile to **Township Road Number 1583, Cornice Court**

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

The Engineer also requests approval to return the Bond being held as maintenance surety to the owner, M/I Homes of Central Ohio.

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

RESOLUTION NO. 11-1072

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

It was moved by Mr. Thompson, seconded by Mr. O’Brien 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
U11-044	Suburban Natural Gas	Meadows at Lewis Center	Install gas mains
U11-047	CenturyLink aka United Telephone	County Line Road	Relocate Buried Cable
U-11048	AT&T	Fanchar Road	Place cable
U-11049	Suburban Natural Gas	Glen Oak Section 5	Install gas mains
U11-050	Suburban Natural Gas	Sheffield Park Part 2 & 3	Install gas mains
U11-051	CenturyLink aka United Telephone	Woodtown Road	Relocate buried cable

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

RESOLUTION NO. 11-1073

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN  
GREGORY S. ROSE AND MARY T. MALONEY-ROSE AND THE BOARD OF DELAWARE  
COUNTY COMMISSIONERS FOR THE SAWMILL PARKWAY EXTENSION:

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Gregory S. Rose and Mary T. Maloney-Rose for the Sawmill Parkway Extension;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract of sale and purchase with Gregory S. Rose and Mary T. Maloney-Rose for the Sawmill Parkway Extension.

CONTRACT OF SALE AND PURCHASE  
VACANT LAND/IMPROVEMENTS

WITNESSETH: On this 10<sup>th</sup> day of October, 2011, Gregory S. Rose and Mary T. Maloney-Rose, whose address is 430 Federal Circle, Delaware, Ohio 43015, hereinafter the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

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

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 10, 2011**

---

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

**TERMS OF PURCHASE:**

1. PURCHASER promises and agrees to pay to the SELLER the total sum of Eighty-Five Thousand Dollars (\$85,000.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:

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

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

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

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

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

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

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

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

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

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

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

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 10, 2011

---

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

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

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

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

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

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

16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

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

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

**RESOLUTION NO. 11 -1074**

**IN THE MATTER OF APPROVING A CLINICAL/PRACTICUM AFFILIATION AGREEMENT  
BETWEEN COLUMBUS STATE COMMUNITY COLLEGE EMERGENCY MEDICAL SERVICES  
TECHNOLOGY & THE DELAWARE COUNTY BOARD OF COMMISSIONERS:**

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

WHEREAS, the Director of Emergency Medical Services recommends approval of A Clinical/Practicum

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 10, 2011**

---

Affiliation Agreement between Columbus State Community College Emergency Medical Services Technology & The Delaware County Board Of Commissioners; and

WHEREAS, The County Administrator recommends this measure for adoption by the Board;

NOW THEREFORE BE IT RESOLVED, that the Delaware County Board of Commissioners approve the Clinical/Practicum Affiliation Agreement between Columbus State Community College Emergency Medical Services Technology and the Delaware County Board of Commissioners

**CLINICAL/PRACTICUM AFFILIATION AGREEMENT  
Agreement between  
COLUMBUS STATE COMMUNITY COLLEGE  
Emergency Medical Services Technology  
&  
Delaware County Board of Commissioners**

This Agreement between COLUMBUS STATE COMMUNITY COLLEGE ("College"), an Ohio state-supported institution of higher education created pursuant to O.R.C. applicable Chapter 3358, with its principal address as 550 East Spring Street, Columbus, Ohio 43215 and Delaware County Board of Commissioners ("Facility"), with its principal address as 101 N. Sandusky Street, Delaware, Ohio 43015.

WHEREAS, College has established an Emergency Medical Services training program (the "Program"), certified and/or accredited by the Ohio Department of Public Safety and desires a clinical/practicum educational experience for its students.

WHEREAS, Facility desires to provide field experience for College's clinical/practicum education program and has the setting and equipment needed for Program;

NOW, therefore, the parties, in consideration of the terms and conditions set forth herein, agree as follows:

**§ 1.0 Responsibilities of Facility**

§ 1.1 Facility will provide suitable clinical/practicum learning environment consistent with the Program's curriculum and objectives in accordance with College's academic calendar.

§ 1.2 Facility will designate chief Rob Farmer, Director of Emergency Medical Services, as its contact person to serve as liaison to the College as appropriate to the Program. It is understood that Program students do not replace Facility staff.

§ 1.3 Facility shall permit, upon reasonable request, the inspection of its facilities relevant to field experience and any program student records, by College faculty and administrators and by agencies responsible for College's accreditation of Program.

§ 1.4 Facility shall treat and/or refer any participating student of the college, as they would their own employees, in case of illness or accident that occurs during clinical/practicum practice time. Emergency treatment may be provided at the student's expense.

§ 1.5 Facility shall maintain all certifications, accreditations, and licenses relevant to the Facility's operations needed for field experience.

**§ 2.0 Responsibilities of College**

§ 2.1 College, through its Department Chair, after consultation with Facility, shall plan and oversee the Program. College shall retain ultimate responsibility for the students' grades, evaluations and discipline.

§ 2.2 College will provide and maintain the records and reports necessary for conducting the students' clinical/practicum learning experience.

§ 2.3 College will provide Facility with an annual announcement or description of the Program, curriculum and objectives to be achieved at Facility, and the academic calendar of College.

**§ 3.0 Application of Facility's Rules & Procedures**

§ 3.1 It is understood that College's students and faculty, during field experience at Facility, will be under the jurisdiction of Facility officials for educational purposes and that such persons, will be subject to Facility's rules directly related to field experience.

§ 3.2 College will require students and faculty to comply with Facility's policies and procedures, including, but not limited to, matters relating to conduct, such as dress code, safety requirements, such as OSHA and use and disclosure of individually identifiable information under HIPAA. Facility will provide College a copy of its

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 10, 2011**

---

applicable policies and procedures.

§ 4.0 Student Status

§ 4.1 student eligibility in the Program will be determined by College. College will require each student participating in the clinical/practicum experience at Facility to have: 1) received appropriate instruction; 2) satisfactorily completed the prerequisite courses; 3) met health, safety and immunization requirements; 4) current liability insurance, and 5) required documentation.

§ 4.2 Solely for the purpose of HIPAA requirements that relate to the use and disclosure of Facility's protected health information, students are defined as members of Facility's workforce, as that term is defined by 45 CFR 160.103, for activities conducted pursuant to this Agreement. Students participating in the Program are not employees or agents of Facility.

§ 5.0 Student Removal

§ 5.1 Facility reserves the right to regulate the number and frequency of participants in field experience.

§ 5.2 Facility reserves the right to exclude any student from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of said Facility.

§ 5.3 College will withdraw a student from Program at Facility if, after consultation with Facility personnel, College determines such action to be warranted.

§ 6.0 Term and Termination

§ 6.1 This Agreement shall be effective October 10, 2011 and remain effective for two calendar years from the effective date.

§ 6.2 Renewal. The term of the Agreement will be renewable for two successive one - year periods, subject to 90 days written notice to not renew by either party.

§ 6.3 Termination. This Agreement may be terminated at any time by either party by giving the other party 90 days advance written notice, provided that students participating in the Program at the end of notice period shall have the opportunity to complete their clinical/practicum experience at the Facility.

§ 7.0 Non-Discrimination

Facility and College agree that neither will discriminate against any individual on the basis of age, sex, race, creed, color, national origin, religion, disability, veteran status, or sexual orientation, and that Facility agrees to comply with all non-discriminatory laws to which College is subject. General information, questions, concerns or complaints related to these matters may be directed to the EEO Officer of the College at 550 East Spring Street, Columbus, Ohio 43215.

§ 8.0 Insurance

College and Facility shall maintain liability insurance policies insuring against liability arising from the acts and omissions of its agents and employees. The limits of such policies shall not be less than \$1,000,000 per occurrence and \$3,000,000 aggregate through umbrella coverage. College shall provide proof of such coverage to Facility upon request.

§ 9.0 Non-Assignment and Subcontracting

Facility shall not assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the written approval of College.

§ 10.0 Entire Agreement; Modification

This Agreement, including attachments: A) Orientation of Field Preceptors; B) Responsibilities of Field Preceptors; C) Responsibilities of the EMS student; D) Accumulation and Use of Tuition Credits, and constitutes the entire understanding between the parties with respect to the subject matter hereof and may be modified only by a writing signed by both parties.

§ 11.0 Governing Law

This Agreement shall be governed by and construed under the laws of the State of Ohio. Any litigation arising out of or relating to this Agreement or the performance thereof shall be brought in the courts of Delaware County, Ohio.

§ 12.0 Representation of Authority

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 10, 2011**

---

Each of the parties that have executed this Agreement through its undersigned authorized representative, and each representative so executing, hereby warrants and represents to the other parties that the undersigned representative has full authority to execute this Agreement on behalf of the party for whom said authorized representative purports to act.

§ 13.0 Notice

Any notice required hereunder shall be made in writing and shall be accomplished by personal delivery, facsimile, or by U.S. Mail, certified, return receipt requested, addressed to the following parties:

Dr. David T. Harrison, President  
Columbus State Community College  
550 East Spring Street  
Columbus, Ohio 43215  
(614) 287-2402

Chief Rob Farmer, Director  
10 Court Street  
Delaware, Ohio 43015  
(740) 833-2190

§ 14.0 Severability

In the event one or more clauses of this Agreement are declared illegal, void or unenforceable, said provision shall be severed. The validity, legality, and enforceability of all other provisions of this Agreement shall not in any way be affected or impaired unless such severance would cause this Agreement to fail of its essential purpose.

§ 15.0 Parties Responsible For Their Own Actions

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

**ATTACHMENTS  
CLINICAL/PRACTICUM AFFILIATION AGREEMENT  
Columbus State Community College  
Emergency Medical Services Technology  
And  
Delaware County Board of Commissioners**

**A. ORIENTATION OF FIELD PRECEPTORS**

1. The faculty and field clinical coordinator of Columbus State Community College Emergency Medical Services Technology will orient field preceptors of the Delaware County EMS to the philosophy, purpose, objectives, and general curriculum plan of the Emergency Medical Services Technology program and will arrange for regular meetings with field preceptors and students to discuss progress on the pre-arranged objectives and ancillary experiences.

2. The faculty and field clinical coordinator of Columbus State Community College will serve as consultant to the field preceptors of Delaware County EMS and to the students in resolving problems relating to field experiences. Serious problems relating to field experiences shall be relayed to the Director of Delaware County EMS.

**B. RESPONSIBILITIES OF DELAWARE COUNTY EMS FIELD PRECEPTORS**

1. The field preceptor will provide the student with an orientation to Delaware County EMS's facilities and operating procedures.

2. The field preceptor will provide a range of experiences for the student in accordance with the field clinical objectives.

3. The field preceptor will complete a written evaluation of student performance after each clinical experience (formative) and at the end of the quarter (summative).



**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 10, 2011**

---

4. The field preceptor will contact the Columbus State Field Clinical Coordinator as soon as possible should problems arise. Field preceptors shall notify the Director of Delaware County EMS about any serious problems.

**C. RESPONSIBILITIES OF THE COLUMBUS STATE EMERGENCY MEDICAL SERVICES STUDENT**

1. The student will familiarize himself/herself with Delaware County EMS facilities, policies, procedures, and personnel.
2. The student will abide by all rules and regulations of the Delaware County EMS as they would relate to paramedic program clinical experience.
3. The student will practice confidentially in the work of the Facility.
4. The student will complete the pre-arranged plan for field clinical with guidance of the field preceptor, including additional experience which might benefit the student professionally.
5. The student will discuss problems concerning the field experience or Facility with their field preceptor before consulting the Columbus State field clinical coordinator or other members of the Delaware County EMS. Serious issues shall be relayed to the EMS Training Supervisor immediately.
6. The student will arrange a meeting with the field clinical coordinator, DCEMS Chief and the field preceptor to discuss the situation should a problem arise.
7. The student will strive to project a positive image of the Delaware County EMS and of Columbus State Community College.
8. The student must have reached 18 years of age prior to the start of field clinical experience.

**D. ACCUMULATION AND USE OF TUITION CREDITS**

The following are the conditions and procedure related to accumulation and use of tuition credits.

1. One tuition credit hour earned for each 60 hours of student placement.
2. The Facility may claim "payment" on up to twenty (20) banked credits during any one quarter.
3. Credit must be used within two (2) years of being earned.
4. "Credit" is for tuition only, for credit courses only, and cannot be used to pay any other fees, e.g., application, laboratory, matriculation, or continuing education courses.
5. Tuition credit can only be used for courses taken personally by employees of Delaware County, with prior approval from the County.

The following procedures have been established to facilitate setting up the Facility's account and the "spending" of credits.

1. Prior to spending of any credit, Columbus State Community College must have on file a statement naming the person and/or the title of the person who may authorize the spending of tuition credits. This is to be mailed to the EMS Technology Coordinator.
2. Individuals desiring to use tuition credits should:
  - a) Contact the Facility's person who authorizes use of credits and receive permission for credit hour use.
  - b) Person authorizing credit hour use must contact the EMS Technology Coordinator via phone, email or fax and give employee's name, social security number, number of hours authorized and the quarter in which hours are to be used.
- C) EMS Technology Coordinator will electronically relay information to cashier's office; student account will be credited.
- d) Student is responsible for paying any lab fees before the quarter begins.
2. The Facility will be notified periodically of its tuition credit balance.

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 10, 2011

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

RESOLUTION NO. 11-1075

IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF THE STATUS REPORT FOR THE  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FORMULA 2010 WITH THE OHIO  
DEPARTMENT OF DEVELOPMENT, OFFICE OF COMMUNITY DEVELOPMENT:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to authorize the submittal of the CDBG Formula 2010 Status Report:

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

WHEREAS, funding to Delaware County through the FY10 CDBG Formula Program is intended to assist communities within Delaware County with necessary and useful public programs, which are responsive to State and National program objectives and qualification criteria for this program; and

WHEREAS, the Ohio Department of Development requires Delaware County to submit a Status Report of the CDBG Formula 2010 for their review;

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

Section 1. The Delaware County Board of Commissioners hereby authorizes the submittal of the CDBG Formula 2010 Status Report for the period of April 1, 2011 – September 27, 2011 to Ohio Department of Development, Office of Community Development.

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

RESOLUTION NO. 11-1076

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE DIRECTOR OF JOB AND  
FAMILY SERVICES:

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

Whereas, the County Administrator and the Director of Administrative Services recommend the Job Description for the Director of Job and Family Services;

Therefore Be it Resolved, the Board of Commissioners approve the Job Description for the Director of Job and Family Services;

DELAWARE COUNTY  
Department of Job and Family Services

TITLE: Director of Job and Family Services

JOB OBJECTIVES: Individual directs the departments of the Department of Job and Family Services overseeing the activities to include personnel, program compliance and budgeting. Establishes and accomplishes human services objectives by researching opportunities and problems, recommending strategies to the management team and the Board of Commissioners, inaugurates programs and processes while meeting fiscal requirements and evaluating and reporting results. Individual reports to the County Administrator.

ESSENTIAL JOB FUNCTIONS:

- \* Accountable for all aspects of the Department of Job and Family Services operations, including, but not limited to: Public Assistance, Child and Adult Protective Services, Social Services, Prevention Retention Contingency and Workforce Development;
- \* Demonstrates a comprehensive and professional knowledge of public administration, government structure and process, employee / public relations, and department practices /procedures;
- \* Continues proficiency in subject area through professional continuing education;
- \* Consistently demonstrates the ability to apply progressive management principles to plan and implement department goals and objectives, evaluate and improve processes, program efficiency and effectiveness;
- \* Accurately projects requirements and controls expenditures within budgeting guidelines;

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 10, 2011**

---

\* Works independently, under pressure, to achieve goals and to create a supportive work environment that encourages self-motivation and team work amongst subordinates;

\* Instructs and counsels staff and clients to ensure departmental organization and maintenance of information and documentation, and to effectively plan independently and in collaboration with other staff units and outside agencies; and

\* Other duties as assigned by the supervisor.

#### NON-ESSENTIAL FUNCTIONS

Performs related essential/non-essential functions as required.

#### I. JOB REQUIREMENTS

Equipment: Ability to operate a variety of office equipment including, but not limited to: computer, copier, typewriter, telephone, calculator, facsimile, DVD/VCR, and other equipment necessary to perform duties.

##### Critical Skills/Expertise:

\* Thorough and expert knowledge of related governmental policies and procedures, to include federal, state, and local laws, rules and regulations;

\* Ability to apply management principles and supervisory skills to work situations, to direct, motivate and manage subordinate personnel, to plan and implement department goals and objectives, to develop and implement programs and projects, to delegate duties, to develop collaborative relationships and to initiate and recommend corrective action;

\* Thorough understanding of human service principles and social work procedures;

\* Ability to communicate effectively, both orally and written;

\* Effective public speaking skills;

\* Ability to deal with many variables, define and solve problems, collect, analyze and interpret data, establish facts and determine specific action;

\* Ability to forecast requirements and control expenditures within budgeting guidelines;

\* Ability to organize and maintain large volumes of information and paperwork;

\* Ability to work effectively with clients who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within reasonable range of constructive behaviors;

\* Knowledge and ability to resolve complaints from citizens and address public inquiries;

\* Thorough knowledge of and ability to apply program policies and procedures to assist staff in their job performance;

\* Knowledge of general accounting and bookkeeping fundamentals and procedures;

\* Thorough knowledge of government structure, operations, functions, practices and procedures; and

\* Knowledge of strategic and long term planning, program planning and development, financial/budgetary planning/management and personnel management.

Job Standards: Bachelor's degree in Business Management, Human Services, Social Services, Education, Public Administration or related field and preferably postgraduate degree in related field. Also requires a minimum of five (5) years administrative/managerial experience to include responsibility in assisting in the development and implementation of policies, programs, laws, rules and / or regulations combined with a minimum of three (3) years managing and leading subordinate personnel. Must possess a valid Ohio Drivers License and an acceptable driving record. Must meet and maintain qualifications for driving on county business at all times.

#### II. RESPONSIBILITY

State and Federal laws require that the Department of Job and Family Services employ an Administrator/Agency Director. The position exists primarily to ensure a functional Job and Family Services delivery system through application of strategic and tactical decision making skills, establishment and implementation of system supportive policies and procedures, strict compliance with applicable State and Federal laws, and prompt compliance with Delaware County Board of Commissioners mandates. Decisions made by the Director of Job and Family Services directly affect the quality of care received by customers and determine the morale and productivity of the employees. The actions of the Director of Job and Family Services, both professionally and personally, reflect upon the customers, public and child welfare, employee health, safety, welfare, and job futures. Decisions and

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 10, 2011

activities of this position have a direct and significant impact on a major segment of the economy, the public or the management of Delaware County Government. The position has considerable decision-making latitude and authority within applicable guidelines to implement such decisions.

III. PERSONAL WORK RELATIONSHIPS

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

IV. PHYSICAL EFFORT AND WORK ENVIRONMENT

Physical Requirements: Individual performs sedentary work, which may require the lifting of up twenty-five (25) pounds.

Physical Activity: The physical activity of the position is manual dexterity, talking, hearing, reaching, and walking.

Visual Activity: Individual performs work where the seeing job is close to the eyes and at or within arm’s reach and also at varying distances.

Job Location: The minimum work conditions for the position indicate that the individual is not exposed to adverse environmental conditions.

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

RESOLUTION NO. 11-1077

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Maintenance Supervisor recommends Kevin Miller for the Building and Grounds Worker Position with the Facilities Department; effective October 10, 2011;

Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Building and Grounds Worker Position with the Facilities Department; effective October 10, 2011.

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

RESOLUTION NO. 11-1078

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE COURT OF  
COMMON PLEAS SPECIAL PROJECTS FUND:

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

<b>Transfer of Appropriation</b>		
25222203-5450	25222203-5301	\$ 4,500.00
Common Pleas Special Projects	Common Pleas Special Projects	
/Capital	/Prof Services	

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

Commissioners’ Committees Reports

Commissioner O’Brien  
-911 Discussion; The Process Of Hiring A New Director

Commissioner Thompson  
-Discussions With A Fair Board Member; Fence Along Tall Pines Area

Commissioner Stapleton  
-No Reports; A Committee Meeting Was Canceled Last Week And This Week

RESOLUTION NO. 11-1079

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

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 10, 2011

---

It was moved by Mr. O’Brien, seconded by Mr. Thompson to adjourn into Executive Session at 10:52AM.

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

**RESOLUTION NO. 11-1080**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. O’Brien, seconded by Mr. Thompson to adjourn out of Executive Session at 11:45AM.

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

**There being no further business, the meeting adjourned.**

**1:30PM WORK SESSION**

- 1. Economic Development Department Discussion; Frame Work For A Plan, Policies, Procedures and Incentives**
- 2. Other Business**

**Bob Grant, Arts Castle Request for Grants**

\_\_\_\_\_  
Ken O’Brien

\_\_\_\_\_  
Dennis Stapleton

\_\_\_\_\_  
Tommy Thompson

\_\_\_\_\_  
Jennifer Walraven, Clerk to the Commissioners