

COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2012

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. 12-1408

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 20, 2012:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on December 20, 2012; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 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

RESOLUTION NO. 12-1409

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM SPECIAL MEETINGS HELD OCTOBER 22, 23, 24, 26, 29, 30, NOVEMBER 1, 5, 8, 19, 26, 2012:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in special session on October 22, 23, 24, 26, 29, 30, November 1, 5, 8, 19, 26, 2012; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 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. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 12-1410

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM WORK SESSION MEETING HELD ON DECEMBER 17, 2012:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in a work session on December 17, 2012; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 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. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

DELAWARE COUNTY RECORDS COMMISSION

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2012**

COUNTY COMMISSIONERS ASSOCIATION OF OHIO

TRIBUTE PRESENTATION

RESOLUTION NO. 12-1411

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1226, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1226:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1226, memo transfers in batch numbers MTAPR1226 and Purchase Orders as listed below:

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

RESOLUTION NO. 12-1412

IN THE MATTER OF ACCEPTING THE TREASURER'S REPORT FOR THE MONTH OF NOVEMBER 2012:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to accept the Treasurer's Report for the month of November 2012.

(Copy available for review at the Commissioners' Office until no longer of administrative value.)

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

RESOLUTION NO. 12-1413

IN THE MATTER OF APPROVING A PERMIT FOR USE OF DELAWARE COUNTY FACILITIES:

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

WHEREAS, The Delaware County Commissioners passed Resolution No. 02-758 on June 10, 2002 adopting a Delaware County Facilities Permit Policy; and

WHEREAS, it is the intent of the policy to allow persons and organizations access to appropriate Delaware County Facilities, grounds and meeting places; and

WHEREAS, each request will only be considered after receipt of a completed Delaware County Facilities Permit Form; and

WHEREAS, the June 10, 2002 policy mandates approval from the Commissioners for use of county facilities by groups of 30 participants or more that have agreed in writing to full compliance with the Permit Policy; and

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

That the Delaware County Board of Commissioners hereby authorizes the use of the Delaware County Commissioners' Meeting Room for Commissioner Elect Gary Merrell on, Wednesday January 2, 2013, from 5:00pm to 7:00pm, with more than fifty participants.

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

RESOLUTION NO. 12-1414

SETTING DATE, TIME AND PLACE FOR THE FINAL HEARING BY THE COMMISSIONERS FOR THE ROOF #397 WATERSHED AREA DRAINAGE IMPROVEMENT PETITION PROJECT:

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

Whereas, the Board of Commissioners of Delaware County on August 2, 2010, 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 reconstruction and improvement of the Roof #397 Road Watershed Area Drainage Improvement 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 drainage project, and

COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2012

Whereas, the Delaware County Engineer has notified the Commissioners that the plans, reports, and schedules for the construction of the Roof #397 Watershed Area Drainage Improvement 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 February 11, 2013, at 6:00PM** 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. Thompson Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 12-1415

IN THE MATTER OF CANCELING THE DELAWARE COUNTY COMMISSIONERS' SESSION FOR MONDAY DECEMBER 31, 2012:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve canceling the Monday December 31, 2012 Commissioners' session.

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


RESOLUTION NO. 12-1416

IN THE MATTER OF APPROVING THE CONTRACT BY AND BETWEEN THE DELAWARE COUNTY PROSECUTOR'S OFFICE; THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THOMPSON WEST FOR ON-LINE AND PRINTED MATERIAL FOR THE PROSECUTOR'S OFFICE:

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

Whereas, the County Prosecutor and Staff recommends approval of the contract with Thompson West For On-Line And Printed Material For The Prosecutor's Office;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approves the following contract with Thompson West For On-Line And Printed Material For The Prosecutor's Office.

WEST ORDER FORM FOR WESTPACK PRODUCTS		 THOMSON REUTERS	
610 Opperman Drive St. Paul, MN 55164-1803 Tel: 651/687-8000		Rep Name & Number <u>Malouf 0009830</u>	
<i>Check West account status below as applicable:</i>			
New <input type="checkbox"/> (NACI Form attached)	Existing with Increase Credit Limit <input type="checkbox"/> (NACI Form attached)		
Existing with no changes <input checked="" type="checkbox"/>	Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)		
Acct # <u>100705005</u>	PO # _____	Date <u>12/19/12</u>	
Name/Subscriber <u>Delaware County Prosecutor</u>	Bill To Acct # _____		
Order Confirmation Contact Name <u>Nicole Ford</u>	_____		
E-Mail <u>NFord@co.delaware.oh.us</u>	_____		
Westlaw Password Contact Name (for password delivery) <u>Nicole Ford</u>	_____		
E-Mail _____	<u>NFord@co.delaware.oh.us</u>		

Monthly charges ("Monthly Charges") are billed on the date West processes Subscriber's order and continue for the minimum term of complete calendar months elected by Subscriber with his/her initials below ("Minimum Term"). Subscriber also agrees to maintain all subscriptions to the WestPack print products (new and/or existing as set forth above) during the Minimum Term and the charges for Subscriber's WestPack print products (both initial print charges ("Initial WestPack Charges") and print charges and charges for CD-ROM products ("WestPack Subscription Charges")) shall be billed as set forth herein. Upon conclusion of the Minimum Term, charges for CD-ROM products and charges for WestPack Subscriptions are billed thereafter at up to then-current rates. Any additional users added to any existing Per User WestlawPRO and/or CD-ROM product licensed by Subscriber from West shall be tied to the Minimum Term of the underlying Order Form for such product(s).

Subscriber's Initials for 12, 24 or 36 Month Minimum Term

- _____ 12 Month Minimum Term for WestlawPRO, WestPack Print and CD-ROM Products - 20% WestPack Print and CD-ROM Product discount (new and existing)
- _____ 24 Month Minimum Term for WestlawPRO, WestPack Print and CD-ROM Products - 30% WestPack Print and CD-ROM Product discount (new and existing) - Monthly Charges for second 12 months not to increase by more than _____% over Monthly Charges for initial 12 months.
- _____ 36 Month Minimum Term for WestlawPRO, WestPack Print and CD-ROM Products - 50% WestPack Print and CD-ROM Product discount (new and existing) - Monthly Charges for second 12 months not to increase by more than _____% over Monthly Charges for initial 12 months and Monthly Charges for third 12 months not to increase by more than THREE% over Monthly Charges for second 12 months.

Non-Government Subscribers Only. Upon conclusion of the WestlawPRO Minimum Term, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods ("Renewal Term"), and the Monthly Charges for the Renewal Term(s) will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.

Government Subscribers Only. Upon conclusion of the WestlawPRO Minimum Term, Monthly Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. After the Minimum Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.

_____ **Subscriber's Initials for Banded Products.** Subscriber has 16 attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel and the like), corporate users or students and Personnel (if ordering a Paralegal Plan) for the location identified above or FTE's (if ordering Campus Research) for WestlawPRO, CD-ROM case law and/or West LegalEdcenter orders. If West learns that the actual number exceeds the number certified above, West reserves the right to increase Subscriber's charges as applicable.

COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2012

Subscriber's Initials for 12 Month Renewal Term ** Subscriber agrees to commit to an additional 12 months and the Monthly Charges for the such additional 12 months shall be _____% more than the Monthly Charges in effect at the end of the current Minimum Term and/or current Renewal Term.

Subscriber's Initials for 24 Month Renewal Term ** Subscriber agrees to commit to an additional 24 months. The Monthly Charges for the first additional 12 months shall be _____% more than the Monthly Charges in effect at the end of the current Minimum Term and/or current Renewal Term and the Monthly Charges for the second additional 12 months shall be _____% more than the Monthly Charges for the first additional 12 months.

Subscriber's Initials for 36 Month Renewal Term ** Subscriber agrees to commit to an additional 36 months. The Monthly Charges for the first additional 12 months shall be _____% more than the Monthly Charges in effect at the end of the current Minimum Term and/or current Renewal Term and the Monthly Charges for the second additional 12 months shall be _____% more than the Monthly Charges for the first additional 12 months. The Monthly Charges for the third additional 12 months shall be _____% more than the Monthly Charges for the second additional 12 months.

In the event a promotion in the underlying Order Form required Subscriber to maintain a subscription to certain West products in order to be eligible for such promotion ("Dependency Subscription(s)"), Subscriber must also maintain such Dependency Subscription(s) during the Renewal Term so that Subscriber may be eligible for the pricing set forth herein. In the event Subscriber terminates any of the Dependency Subscription(s) during the Renewal Term, any promotions and related discounts for the Dependency Subscription(s) shall immediately terminate.

**Effective at the end of the current Minimum Term or current Renewal Term.

Non-Government Subscribers Only. Upon conclusion of the Renewal Term designated above, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods, and the Monthly Charges for the Renewal Term(s) will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.

Government Subscribers Only. Upon conclusion of the Renewal Term designated above, Monthly Charges are billed thereafter at then current rates. Excluded Charges and Monthly Charges (after the Renewal Term) may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. During the Renewal Term and thereafter, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.

(Copy of this contract and attachments is available in the Commissioners' Office until no longer of administrative value).

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

RESOLUTION NO. 12-1417

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Administrative Services recommends promoting John King to the position of dog warden; effective January 1, 2013;

Therefore Be it Resolved, the Board of Commissioners promote John King to the position of dog warden; effective January 1, 2013.

The County Administrator and the Director of Administrative Services recommend hiring Sarah Dinovo for the Administrative Assistant to the Commissioners' Office effective January 14, 2013;

Therefore Be it Resolved, the Board of Commissioners approve hiring Sarah Dinovo for the Administrative Assistant to the Commissioners' Office effective January 14, 2013.

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

RESOLUTION NO. 12-1418

IN THE MATTER OF APPROVING A SERVICE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS AND DOWNES FISHEL HASS AND KIM, LLP:

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

CONTRACT FOR SERVICES FOR DELAWARE COUNTY, OHIO

THIS AGREEMENT, made this 27th day of December, 2012, by and between the Delaware County Board of County Commissioners, hereinafter "County" and Downes Fishel Hass Kim LLP, Columbus, Ohio, hereinafter "Attorneys."

WITNESSETH:

WHEREAS, the County is desirous of securing the services of the Attorneys to assist and represent the County in matters of human resource personnel management, civil service, and public sector issues, labor relations, and negotiations, such other and further matters that may affect or come before the County and as directed by the County; and

WHEREAS, the results of the decisions regarding such matters have a very significant fiscal and operational impact on the County; and

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2012**

WHEREAS, the County has determined that certain legal, technical, and professional assistance will enable them to participate more effectively in these processes; and

WHEREAS, Downes Fishel Hass Kim LLP, is experienced and willing to perform the above services, wherein there is an agreement specifying the rights and duties of each party;

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows.

ARTICLE I SCOPE OF WORK

The Attorneys will perform services in assisting the County as may be instructed by the County, including advice and services in order for the County to carry out their human resource management, civil service administration, labor relations programs and other matters. Such services to the County include:

- A. To provide necessary assistance, research, and analysis with respect to the specific issues that develop in matters that come before the County and to advise and/or represent the County in matters as directed by the County;
- B. To advise the County as to the implications of both economic and non-economic issues raised in both formal and informal bargaining sessions, along with the implications of the existing personnel practices and collective bargaining agreements, if any;
- C. To advise the County and participate in both formal and informal bargaining sessions with the representatives of the various employee organizations that may represent employees with the County; and
- D. To provide any other necessary representation to the County's management personnel and elected officials throughout specific negotiating periods and, at the request of the County, on other matters relating to the County's labor relations program, civil service, or as otherwise directed.

ARTICLE II CONSIDERATION AND TERM OF CONTRACT

The compensation of the Attorneys shall be on the basis of an hourly rate of one hundred eighty-five dollars (\$185) per hour for all time expended by Partners on behalf of the County, and one hundred sixty dollars (\$160) per hour for all time expended by Associates on behalf of the County. The term of the contract shall be for a period beginning January 1, 2013 and ending December 31, 2014. The Attorneys shall be compensated for all necessary and reasonable costs incurred exclusive of normal administrative costs. The Attorneys shall be compensated for all actual hours of work performed for the County including those hours for consultation, assistance, research, and preparation.

The Attorneys shall bill for services and costs on a monthly basis with compensation to be payable within thirty (30) calendar days after billing. The Attorneys shall provide the County with monthly billings setting forth, in itemized detail, all time charges and reasons therefore, along with all necessarily incurred disbursements and expenses and reasons therefore.

This Agreement may be canceled by either party upon notice, in writing, delivered upon the party thirty (30) days prior to the effective date of cancellation. If such cancellation should be by the County, the County will be obligated to pay for the amount of work completed by the Attorneys. The parties further agree that should the Attorneys become unable for any reason to complete such work called for by virtue of this Agreement, that such work as the Attorneys have completed to the date of their inability to continue the terms of this Agreement shall become the property of the County as full discharge of Attorneys' liability hereunder without obligation for additional payment.

ARTICLE III CONTRACT CONSTRUCTION AND ADMINISTRATION

The parties expressly agree that this Agreement shall not be assigned by either party. The Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. The obligations of the County under this Agreement shall be subject to the applicable provisions of the Ohio Revised Code.

The Agreement constitutes the entire understanding between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.

If any term or provision of this Agreement or the application thereof to any person or circumstances should, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected thereby, and each remaining term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2012**

Notwithstanding any provisions herein contained, it is expressly understood and agreed that the County shall not be construed or held to be a partner, associate, or joint venturer of the Attorneys in the conduct of the provisions of this Agreement. The Attorneys shall at all times have the status of an independent contractor without the right or authority to impose tort or contract liability on the County for contracts entered into by the Attorneys with third parties.

The County agrees to make available to the Attorneys all necessary records in the custody of the County and the assistance of all appropriate department employees, as the Attorneys may need for carrying out the work under this Agreement within legal limitations.

The parties agree that subsequent to the stated ending date of this Agreement, the Agreement and its terms shall remain in effect and automatically renew for successive thirty (30) day periods unless either party cancels this Agreement through the procedures stated herein.

ARTICLE IV MISCELLANEOUS TERMS & CONDITIONS

Non-Discrimination: The Attorneys hereby certify that they are—and shall, for the life of this Agreement, remain—in compliance with all applicable Federal, State, and Local laws, rules, and regulations in regard to equal opportunity employment and non-discrimination. In the event the Attorneys are determined, by the final order of a court or appropriate administrative agency, to be in violation of any applicable Federal, State, or Local law, rule, or regulation in regard to equal opportunity employment or non-discrimination, this Agreement may be immediately terminated, in whole or in part, and Attorneys may be ruled ineligible for future contracts with the County.

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

Professional Liability Insurance: Throughout the life of this Agreement, the Attorneys agree to maintain, current and without lapse, professional liability insurance in an amount adequate to protect it and the County against any and all liability arising from the professional services provided under the Agreement. At any time throughout the life of the Agreement the County may request proof of such insurance, which shall be promptly provided upon request.

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

RESOLUTION NO. 12-1419

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE HUMAN RESOURCES COORDINATOR FOR THE ADMINISTRATIVE SERVICES HUMAN RESOURCES DEPARTMENT:

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

Whereas, the County Administrator and Director of Administrative Services recommends approving the job description for the Human Resources Coordinator;

Therefore Be it Resolved, the Board of Commissioners approve the job description for the Human Resources Coordinator for the Administrative Services Human Resources Department:

**DELAWARE COUNTY
Human Resources**

TITLE: Human Resources Coordinator

JOB OBJECTIVES: Individual serves as an informational resource for personnel and employment matters and directly assists the Director of Administrative Services. Individual reports to the Director of Administrative Services.

ESSENTIAL JOB FUNCTIONS:

- Provides technical assistance to management and staff regarding personnel and employment matters, including but not limited to: interpreting ADA, FLSA, FMLA, Civil Rights, Employee Handbook, Standard Operating Procedures, etc. and recommends corrective action when necessary;
- Provides consultation in areas which include staffing, performance management, and employee relations;

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2012**

- Coordinates the recruiting process including postings / advertisings; Identifies qualified candidates, reviews job applications/resumes, conducts interviews, evaluates candidates for potential hire, checks references, conducts background checks and coordinates pre and post-offer follow up;
- Participates in employee relations and labor relations activities;
- Coordinates and maintains the county Sick Leave Donation Program;
- Creates, updates, and maintains personnel records, position descriptions, prior public service records and county wage and salary scales;
- Recommends and develops updates to county policies and procedures;
- Coordinates employee orientations including completing necessary employment and tax forms;
- Develops, coordinates, and oversees training programs to further develop employees' skills and abilities;
- Oversees unemployment filings, maintains files and attends unemployment hearings;
- Completes mandatory federal and state EEO and Affirmative Action reporting and other salary and wage surveys;
- Projects and recommends annual budget for personnel and employee relations projects and activities;
- Interprets and implements Federal and State regulations including staying abreast of legislative changes and mandates;
- Supports the Human Resources Department and other programs by working with local agencies to include recommending and monitoring contracts, attending meetings, conferences, workshops, training sessions, and performing a variety of public relations duties;
- Plans and coordinates the Employee Recognition Program;
- Devises correspondence, completing forms and developing reports associated with human resources programs;
- Handles client complaints and public inquiries regarding programs;
- Completes weekly, monthly, quarterly and reports; and
- Other duties as assigned by the supervisor.

NON-ESSENTIAL JOB FUNCTIONS:

Performs related Essential/Non-Essential functions as required.

I. JOB REQUIREMENTS

Equipment: Ability to operate a variety of office equipment such as computer and related software, copier, typewriter, telephone, calculator, FAX machine, VCR, and other equipment necessary to perform duties.

Critical Skills/Expertise:

- Thorough knowledge of federal, state and county government policies and procedures;
- Ability to define and solve problems, collect data, establish facts, draw valid conclusions using judgment, and analytical skills;
- Thorough knowledge of counseling and disciplinary procedures;
- Ability to aid management staff with supervisory issues and problems;
- Thorough knowledge of recruiting procedures;

COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2012

- Extensive knowledge of and ability to apply program policies and procedures to assist staff in the performance of their responsibilities;
- Ability to communicate effectively, both orally and in writing;
- Ability to work effectively with customers who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within reasonable range of constructive behaviors;
- Ability to work independently, under pressure, and to set and achieve goals;
- Ability to motivate staff and customers;
- Ability to organize and maintain large volumes of information and paperwork; and
- Ability to effectively program plan independently and in collaboration with other staff units and outside agencies.

Job Standards: Bachelor’s degree in Human Resources, Business Administration or related area plus three (3) years related work experience. Must possess a State of Ohio Driver's License and acceptable driving record. Must meet and maintain qualifications for driving on county business at all times.

II. DIFFICULTY OF WORK

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

III. RESPONSIBILITY

Supervisor provides general guidance allowing the individual the ability to plan the procedures and methods to attain objectives. Individual operates independent of supervision in handling daily operations, normally receiving supervisor’s input when needed. Errors in work may cause inaccuracies in reports, records, or technical data resulting in inaccurate or incomplete information, which may result in fiscal sanction or legal implications against the County.

IV. PERSONAL WORK RELATIONSHIPS

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

V. PHYSICAL EFFORT AND WORK ENVIRONMENT

Physical Requirements: The physical requirements of the position are identified as sedentary work, which may require the lifting of up to twenty-five (25) pounds.

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

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

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

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

RESOLUTION NO. 12-1420

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE BOARD OF DIRECTORS OF DELAWARE/KNOX/MARION/MORROW JOINT SOLID WASTE MANAGEMENT DISTRICT AND THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO FOR IMPLEMENTATION OF COUNTY RECYCLING AND LITTER PREVENTION OFFICE (CRLPO) SERVICES:

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2012**

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

**AGREEMENT FOR IMPLEMENTATION
CRLPO SERVICES - 2013**

This agreement made the 18th day of December, 2012, executed in multiple copies, each copy to constitute an original, by and between the Board of Directors of Delaware Knox Marion Morrow Joint Solid Waste Management District (the "District" or "DKMM") with offices at 222 West Center Street, Marion, Ohio 43302-3646, and the Board of Commissioners of Delaware County, Ohio (the "Delaware Board"), with its principal office located at 101 North Sandusky Street, Delaware, Ohio.

WITNESSETH:

WHEREAS, the District was formed in accordance with 3734.52 of the Ohio Revised Code (ORC) as a joint four-county solid waste management district.

WHEREAS, the amended solid waste management plan for the District was approved on August 18, 2006,

WHEREAS, ORC 3734.52 and the approved solid waste management plan, as amended, allow the District to enter into contracts with its member counties within the District for the purpose of providing assistance as outlined in the approved plan, as amended, for the District under the allowable funding guidelines of Section VIII and as detailed programs in Section V of the amended plan.

WHEREAS, Section V of the solid waste management plan for the District provides for assistance to the Counties to assist and encourage the establishment of drop-off centers, source reduction activities, education and awareness in the residential/commercial sector, participation in the district's scrap tire & household hazardous waste collection program, the District's promotion of appliance & electronics recycling, market development, and business/industrial education and awareness.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which is acknowledged herein, the parties hereby agree as follows:

1. Agreement

The District agrees to contract with the Board of County Commissioners the amount of funds as set forth \$65,000.00 for fulfillment of obligations listed in Exhibit #1 from the amended District Plan. These monies shall be maintained in a separate fund.

2. Term

The term Of this agreement shall commence on January 1, 2013 and terminate on the 31 day of December 2013.

3. Payments

The District shall disburse the contract funds, subject to availability, per Delaware County as described: 70% January 2013 (\$45,500.00); and .20% September 2013 (\$13,000.00). The remaining 10% (\$6,500.00) will be paid upon acceptance and reconciliation of the final report.

A lien shall be filed, pursuant to a UCC financing statement in accordance with the Agreement, or Addendum there to sign by both the District and the County, against any equipment or machinery purchased with any portion of District funds (Please see Exhibit #3.) Said lien shall remain in place indefinitely, when District funds have been used.

4. Allowables

Administrative Allowance: an allowance of 5% of the awarded grant may be used for administrative support/oversight for the CRLPO.

Personnel: salary and fringe costs for the program manager and/or dedicated staff. These costs are based on a rate of \$18.15 per hour and a 27% allowance for fringe. Full Time programs are figured at 40 hours per week (minimum requirement is 36 hours). Part Time programs are figured at 24 hours per week (minimum requirement 20 hours). Full Time = \$48,000.00 Part Time = \$28,800.00.

Contracts: costs for any outside services used by the CRLPO to help them meet the Responsibilities outlined in Exhibit #1.

Advertising: costs incurred to provide public notice, through local media, of special events, meetings and /or activities that are relate to the program's Responsibilities as outlined in Exhibit #1.

Equipment: items/materials purchased to enable the program to provide the services needed to meet their Responsibilities as: educational/awareness presentation displays, safety items for litter clean-up activities, recycling collection containers and signage, etc.

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2012**

Travel/Training: costs for mileage incurred to meet program obligations as: meetings, presentations, events, activities, etc. - including registration and attending costs for in-state conferences and training specifically related to recycling, litter prevention, waste reduction and environmental education programs.

Office Supplies: supplies and equipment used for services provided as: copies, postage, phone, etc.

Awards/Recognition: costs incurred for materials, items, services, etc. that allow the CRLPO to publicly reward/recognize an individual, group, business or institution for their outstanding environmental achievement/contribution to their community.

Other: materials, items, services that are necessary for the program to meet their Responsibilities, but are not identified in the above allowable categories as: membership

5. Reporting

The CRLPO agrees to file a copy of their semi-annual and annual program status reports with the District on forms prescribed by the District (see Exhibit #2). These reports are due fifteen days following each identified period of the year. The President of the Board of County Commissioners shall sign the Program Status Report.

6. Remittance

The Board of County Commissioners agrees to reimburse the District for any and all funds not utilized for allowable activities at the end of each year. Remittance shall be accomplished by February 15, 2014. The District will consider allowing unused funds to be carried over into the next program year upon review and approval of a specific plan for use. The plan must be submitted to the District office by December 1, 2013. The District will remit any unused funds into the Reimbursement account #91724427 for future use by any District program. If the described equipment or machinery set forth in Exhibit #3 is no longer in service for applicable programs, then the equipment or machinery shall be turned over to the District for use elsewhere or, at the parties' mutual written agreement, shall be sold by sealed bid or auction and the sale money returned to the District for deposit in the Reimbursement account #9 1724427 for future use by the District.

7. Termination

This agreement may be terminated by the District upon the occurrence of either of the following: A) notification from a Board of County Commissioners stating a wish to terminate the contract and return any and all funds awarded and unexpended, or B) improper use of District funds for items other than are listed in Section V of the District Plan. Termination will occur immediately upon notification of the occurrence of the above listed events. Notification of termination will be sent by certified mail to the Board of County Commissioners. Future expenditures of District funds beyond the effective date of termination are prohibited. If this Agreement is terminated, then the District may, but is not required to, designate another agency within the District to provide CRLP services to the appropriate County. Additionally, this Agreement may be terminated upon mutual written consent of both parties.

8. Resolving Disputes

The parties agree that if any dispute or other issue arises between the District's staff and the staff of a CRLPO, that it shall first be attempted to be resolved by the District Director and the CRLPO's Program Manager. If they are unable to reach a mutually satisfactory resolution to the dispute, then this issue shall be referred to the Board of Directors for final resolution.

9. Entire Agreement

This agreement shall constitute the entire agreement between the parties, and any prior understanding or representations of any kind related to the subject matter of this Agreement preceding the date of this Agreement shall not be binding upon any parts', except to the extent incorporated in this Agreement.
Agreement for Implementation

Exhibit #1

Responsibilities of County Recycling and Litter Prevention Offices

The following are the responsibilities of the County Recycling and Litter Prevention Offices (CRLPO) as outlined in the current Solid Waste Management Plan and agreed upon in the 2013 Agreement for Implementation.

MANAGEMENT SERVICES FOR DROP-OFFS

- Locate acceptable sites that meet the OEPA access requirement.
- Identify local individuals, organizations or agencies willing to assist the District in monitoring and maintaining sites and/or conducting awareness activities. Utilize group checklist Exhibit #4, when appropriate.
- Train the interested parties on their responsibilities/commitments.
- Secure contracts with the interested parties and manage their activities, when appropriate.
- Identify service needs to the District Office for coordination of contracted service provider work requests.
- Inspect and maintain each site on a regular basis.
- Provided needed site data, as requested by the District Office.

HOUSEHOLD HAZARDOUS WASTE PROGRAMS (HHW COLLECTION DAYS & HHW EDUCATION)

- Provide volunteers for the collection programs.
- Assist with managing traffic.

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2012**

- Collect/compile survey data and provide other District support as required at the event.
- Assist District in developing/implementing an advertising plan.
- Conduct presentations to civic groups and schools about HHW.

APPLIANCE/ELECTRONICS/TIRE RECYCLING PROGRAM

- Provide assistance in identifying and selecting appropriate private sector businesses/recyclers to handle these materials.
- Assist the District in developing/implementing an advertising/awareness plan to promote year-round recycling options.

RESIDENTIAL SECTOR EDUCATION AND AWARENESS PROGRAM

- Evaluate/update current Where to Recycle Brochure. Identify how these have been distributed and numbers distributed. Define target audience and assess impact and need for change.
- Assist the District in developing an advertising campaign for recycling, waste reduction and yard waste management including newspaper, billboards, radio, TV, cable and other general media methods (must use two media). Advertising copies to be submitted with Program Reports.
- Conduct presentations/programs/workshops for elementary, secondary, college/university students and teachers. Program should strive/plan to reach every school district in their county.
- Conduct community presentations on recycling and waste reduction.
- Provide articles for District newsletter, Annual District Report and local newspaper updates/info.

COMMERCIAL/INSTITUTIONAL SECTOR TECHNICAL ASSISTANCE

- Assist the District in evaluating/updating A Guide for Waste Disposal and Recycling for Business. Assess the need for changes.
- Identify the target audience and determine best method to distribute this guide to businesses.
- Assist the District in identifying opportunities for facility waste audits at businesses, industries, schools and government institutions and assist in conducting the audits.

ANNUAL DISTRICT SURVEYS

- Assist the District in conducting an annual survey of businesses/industry. The CRLPO's will assist the District, and/or identified consultant, in collecting and preparing data as needed. In addition, assisting with special surveys of targeted audiences will help in the development of CRLPO marketing plans for each county.

ANNUAL COMMERCIAL/INDUSTRIAL SECTOR RECOGNITION PROGRAM

- Assist with the creation, development, promotion and managing of a recognition program.

ADDITIONAL RESPONSIBILITIES:

- CRLPO's will develop and maintain a website that provides basic program information and a current calendar of County/District events for the year. The CRLPO will work with the District to upgrade and link their website to other appropriate agencies and programs.
- The CRLPO will maintain a phone log that identifies public and/or business inquires related to program service as: acceptable materials, collection schedules, additional service needs, requests for presentations, etc. These logs are to be included as part of the program's reporting responsibilities.
- Where applicable, CRLPO's will make contact with local colleges, universities, and technical schools to identify and promote program partnership opportunities.
- The CRLPO should be proactive in identifying presentation opportunities that promote local program initiatives and achievements. To that end, the program shall work with the District to develop a power-point presentation for such use.
- The local program will establish a quarterly meeting schedule for their Advisory Council/Board. This group of community representatives will help strengthen and broaden the program's community support and help to identify/resolve potential problems.
- The local program will prepare a Marketing Plan that addresses strategies to increase recycling, waste reduction, composting and buy-recycled by all five (5) targeted audiences which include:
 - o Residents, Institutions/Commercial Businesses, Communities/Elected Officials, School Populations (youth) and Industries.
- The Plan will be reviewed/approved by the District Office and will assist the local program in increasing recycling participation in their county - particularly expanding current curbside recycling in their largest community.

Exhibit #2

Program Status Report - 2013

Report of DKMM District Funds Spent

REPORTS due: July 15, 2013 January 15, 2014

CRLPO:

DATE OF REPORT:

AMOUNT OF FUNDS RECEIVED: \$ _____

APPROVED CARRYOVER BALANCE (2012) \$ _____

TOTAL FUNDS AVAILABLE \$ _____

EXPENDITURES:

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2012**

Salaries	\$
Fringe Benefits	\$
Contracts	\$
Advertising	\$
Equipment	\$
Travel	\$
Supplies	\$
Awards/Recognition	\$
Other (Explain)	\$

*A detailed explanation for expenditures shall be provided on the back of this page for each line item used.

Total Expenditures	\$
FUND BALANCE	\$

I hereby certify that all expenditures listed, as funded by the Delaware, Knox, Marion, Morrow Joint Solid Waste Management District, were expended in accordance with the guidelines of this contract.

**Exhibit #3
Machinery and Equipment Purchases with District Funds**

**Exhibit #4
DKMM Prop-off Site/Group Activity Checklist**

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

RESOLUTION NO. 12-1421

IN THE MATTER OF APPROVING OF RETURN OF ADVANCES, TRANSFER OF FUNDS, TRANSFER OF APPROPRIATIONS, AND SUPPLEMENTAL APPROPRIATIONS:

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

Supplemental Appropriations

66611904-5410	URF ACWRF/Capital Projects	(3,200,000.00)
22311611-5215	Workforce Investment/Program Supplies	(13,000.00)
22311611-5348	Workforce Investment/Client Services	(53,000.00)
40940429-5420	Cheshire & #B&K	(206,718.92)
10011102-5801	Commissioners General/Transfers	264,466.74

Transfer of Appropriation

From	To	
10012301-5201	10012301-5001	
Victims of Crime/Supplies	Victims of Crime/Compensation	350.00
25422311-5201	25422311-5001	
Pre Sentence/Supplies	Pre Sentence/Compensation	25.00
21011113-5001	21011113-5120	35.00
Joint Ec/Compensation	Joint Ec/OPERS	

Transfer of Funds

From	To	
10011102-5801	21411306-4601	264,466.74
Commissioners General /Transfer	911/Interfunds	

Return Advance

From	To	
23612302	10011102	
VOCA Grant	Commissioners General	6,665.36

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

RESOLUTION NO. 12-1422

IN THE MATTER OF AUTHORIZING THE CONTINUATION OF ADVANCES FROM GENERAL FUND DOLLARS TO VARIOUS FUNDS FOR THE YEAR 2013:

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

Whereas in previous years advances from the general fund were made to various funds, and

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2012**

Whereas these funds are not able to repay the general fund at this time, it is necessary to carry over the advances into the year 2013.

Whereas, these dollars are expected to be repaid to the general fund in the year 2013.

Therefore be it resolved that the following advances be carried over to the year 2013

28531309	Ballistic Vest Grant	6905.75
28631323	2012 Leap Grant	52,534.16
28631335	Leap Forward 2011	133,749.89
24331334	2nd Chance Adult	198,058.16
24231333	2nd Chance Family	155,701.38
22111502	Litter Grant	10,000.00
23212103	Drug Prosecutor	16,665.00
22911716	Moving Forward	170,000.00
25522309	Drug Court	20,000.00
50411121	BR RDIMP US 23	20,543.53
29440423	Home & SR 257	1,807,620.00

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien
-The Regional Planning Meeting Did Not Have Quorum; No Actions

Commissioner Thompson
-No Additional Comments

Commissioner Stapleton
-No Additional Comments

There being no further business, the meeting adjourned.

 Ken O'Brien

 Dennis Stapleton

 Tommy Thompson

 Jennifer Walraven, Clerk to the Commissioners