

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 2, 2013**

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present:
Ken O'Brien, President
Dennis Stapleton, Vice President
Gary Merrell, Commissioner

RESOLUTION NO. 13-452

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 29, 2013:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on April 29, 2013; 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. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 13-453

IN MATTER OF APPROVING MINUTES FROM PLANNING SESSION:

It was moved by Mr. Merrell, seconded by Mr. O'Brien to approve minutes from the April 24, 2013 planning session.

April 24, 2013 Planning Session.

Deputy Clerk, Tim Hansley Minutes from 4/24/2013

At 8:25AM Dennis Stapleton, Vice President, called planning session to order.

Present:
Dennis Stapleton, Vice President
Gary Merrell, Commissioner
Dawn Huston, Assistant County Administrator/ Director of Administrative Services
Tim Hansley, County Administrator
Seiji Kille, Fiscal Services Director
Aric Hochstettler, Assistant Prosecuting Attorney
Ken O'Brien, President, (arrived at 8:32AM)

Facilitated by Julia Novak, The Novak Consulting Group

Agenda

Introductions

- Welcome and Introductions
- Agenda Review
- Norms and Expectations for the retreat

Agenda Item Outcome: Create a safe environment for honest exchange of ideas.

"This I Believe..."

- Each member of the governing body will be given an opportunity to share their "belief" about the future of the County.

Agenda Item Outcome: Develop an understanding of the various perspectives of individual members of the governing body.

What Do We Hear

- What are the common issues we hear from constituents?
- What do people tell us we are good at?

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Agenda Item Outcome: Review feedback from the survey, and develop a common understanding of “what we hear” from constituents throughout the County.

Our Goal

Delaware County’s number one goal is to best serve the communities within Delaware County at the lowest possible tax rate to county residents, and to do so in a quality and beneficial manner, to make focused decisions that are in the best interest of the public, and to be disciplined in both our thoughts and actions.

- Does our goal statement appropriately summarize the mission of Delaware County Government?

Agenda Item Outcome: Agree on the purpose of County Government

Priority Issues

- Identify the important issues facing the community as they relate to achieving the stated goal/mission of County government.
- Articulate, for each issue:
- What is the problem that needs to be solved?
- What does success look like?

Agenda Item Outcome: Provide clarity about priority issues and how they should be addressed in the coming year.

Closing/Next Steps

- What support does the Commission need from staff to maintain focus on their priority issues.

Agenda Item Outcome: Clarity regarding the path forward

The Novak Consulting Group Will Submit A Planning Meeting Report To The County Administrator

Meeting Adjourn at 3:50PM

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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 13-454

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0501:

It was moved by Mr. Merrell, seconded by Mr. O’Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0501, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
PNC Bank	Supplies	10011102-5200	\$ 4,500.00
PNC Bank	Services	10011139-5300	\$ 2,750.00

PR				
Number	Vendor Name	Line Description	Line Account	Line Amount
EMERGENCY MEDICAL SERVICES – SERVICES AND CHARGES				
R1303818	CITY OF DELAWARE	1 ST QUARTER EMS RUNS	10011303-5345	133,261.63
JOBS AND FAMILY SERVICES – SERVICES AND CHARGES				
R1303381	CALLOS COMPANIES	SEASONAL CHORE CREW PAYROLL	22411615-5301	15,000.00
R1303822	UNITED METHODIST CHILDRENS HOME	RESIDENTIAL TREATMENT	22511607-5342	20,000.00
R1303793	CHILDRENS HOSPITAL MEDICAL CENTER	POST ADOPT SPEC SVCS SUBSIDY	22511607-5350	14,250.00

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

RESOLUTION NO. 13-455

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

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The EMS department is requesting that 14 EMS Instructors attend and EMS Instructor conference at Highpoint Nazarene Church from May 8-9, 2013 at the cost of \$675.00 (fund number 10011303).

The EMS department is requesting that Jennifer Ransom attend an EMS Instructor conference at Highpoint Nazarene Church from May 8-9, 2013 at the cost of \$45.00 (fund number 10011303).

The Child Support Enforcement Agency is requesting that Joyce M. Bowens attend an OCDA General Membership Meeting in Columbus, Ohio on May 9, 2013 at zero cost.

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

RESOLUTION NO. 13-456

SETTING DATE AND TIME AND PLACE FOR THE DELAWARE COUNTY BOARD OF COMMISSIONERS' PUBLIC HEARING TO CONSIDER THE APPROVAL AND ADOPTION OF AMENDMENTS TO SECTIONS 204.02 (PRELIMINARY PLAN SUBMISSION) AND 205.06 (CHANGING A RECORDED SUBDIVISION PLAT), OF THE 2007 SUBDIVISION REGULATIONS OF DELAWARE COUNTY, OHIO PURSUANT TO THE OHIO REVISED CODE SECTIONS 711.10, 711.132, and 711.133:

It was moved by Mr. Merrell, seconded by Mr. O'Brien to set **Thursday June 20, 2013 at 9:45am** in the Commissioners Hearing Room 101 North Sandusky Street as the date, time and place for The Delaware County Board of Commissioners' Public Hearing to consider the approval and adoption of the Amendments To Sections 204.02 (Preliminary Plan Submission) And 205.06 (Changing A Recorded Subdivision Plat), Of The 2007 Subdivision Regulations Of Delaware County, Ohio Pursuant To The Ohio Revised Code Sections 711.10, 711.132, And 711.133 (Subdivision Regulations Of Delaware County, Ohio are available for review in the Delaware County Regional Planning Office and on web at www.dcrpc.org).

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

**GEORGE KAITSA, AUDITOR
PROCUREMENT CARD DISCUSSION**

RESOLUTION NO. 13-457

IN THE MATTER OF APPROVING THE SUBGRANT AGREEMENT BETWEEN THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES AND THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS FOR THE DELAWARE CHILD SUPPORT ENFORCEMENT AGENCY:

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

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

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

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT
G-1415-11-5351
RECITALS:**

This Subgrant Agreement is entered into between the Ohio Department of Job and Family Services (hereinafter referred to as "ODJFS") and the Delaware County Board of County Commissioners (hereinafter referred to as "Board"), jointly with other county signers if required by division (C) of Section 5101.21, Revised Code, in accordance with Sections 307.98 and 5101.21, Revised Code.

The intent of this Subgrant Agreement is to establish between ODJFS and the Board the relationship of a "pass-through entity" and a "subrecipient" as those terms are used in OMB Circular A-133, promulgated by the United States Office of Management and Budget (OMB).

This Subgrant Agreement is applicable to all subawards by ODJFS to Delaware County for the operation of the Delaware Child Support Enforcement Agency (CSEA) that is a stand alone agency and performs all duties assigned to a child support enforcement agency. It is not applicable to subawards relating to any duties assigned to a county department of job and family services (CDJFS) under Section 329.04, Revised Code, or to any duties assigned to a public children services agency (PCSA), nor is it applicable to subawards funded or authorized by the Workforce Investment Act (WIA), Chapter 4141 of the Revised Code, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight. Subawards subject to this Subgrant Agreement include all subawards of grant awards to the State of Ohio by the United

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States Department of Health and Human Services (HHS) and the United States Department of Agriculture (USDA). Subawards subject to this Subgrant Agreement are not for research and development purposes.

DEFINITIONS:

- A. "County family services agency" means a county department of job and family services (CDJFS), a public children services agency (PCSA) and a child support enforcement agency (CSEA), as designated by the board of county commissioners in Section 307.981, Revised Code. County family services agency also means a joint CDJFS formed by a written agreement entered into between boards of county commissioners as described in Section 329.40, Revised Code.
- B. "Family services duty" means a duty required by state law allowing a county family services agency to perform all financial and administrative functions associated with the performances of those duties. Family services duty does not include duties or activities funded or authorized by the Workforce Investment Act (WIA), Chapter 4141, Revised Code, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight.
- C. "Financial assistance" means all cash, reimbursements, allocations of funds, cash draws, and property that is provided by ODJFS to a county family services agency. All requirements in this Agreement related to financial assistance also apply to any money used by the county to match state or federal funds.
- D. "State and federal laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the Revised Code, uncodified law included in an Act, Ohio Administrative Code (OAC) rules, any Treasury State Agreement or state plan, and any OMB circulars that a federal statute or regulation has made applicable to state and local governments. State and federal laws also include any Governor's Executive Orders to the extent that they apply to counties and ODJFS Procedure Manuals. The term "state and federal laws" includes all state and federal laws existing on the effective date of this Agreement as well as those state and federal laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Agreement.
- E. "Subgrantee" has the same meaning as "county grantee," as that term is defined in Section 5101.21 (A) (1), Revised Code.
- F. "Subgrant agreement" has the same meaning as "grant agreement," as that term is defined in Section 5101.21 (A) (6), Revised Code.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

- A. The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by the Delaware County CSEA.
- B. This Subgrant Agreement is entered into by the Board on behalf of Delaware County and of the Delaware County CSEA (hereinafter collectively referred to as "SUBGRANTEE").

ARTICLE II. STATUTORY AUTHORITY OF ODJFS

As a pass-through entity under OMB Circular A-133, ODJFS may:

- A. Provide financial assistance to the SUBGRANTEE in accordance with this Subgrant Agreement and state and federal laws.
- B. Provide annual financial, administrative, or other incentive awards to the SUBGRANTEE subject to Section 5101.23, Revised Code.
- C. Monitor the SUBGRANTEE to obtain reasonable assurance that the financial assistance provided pursuant to this Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- D. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding provided under this agreement.
- E. Provide technical assistance and training to assist the SUBGRANTEE in complying with its obligations under state and federal law and this agreement.
- F. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to the family services duties for which these funds are awarded. Any ODJFS enforcement action against the SUBGRANTEE will be taken in accordance with Section 5101.24, Revised Code, unless another section provides authority for a different action. If ODJFS takes an action authorized by Section 5101.24,

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Revised Code, ODJFS will provide written notice to the Board, the county auditor, and the family services agency director. The entity against which any action is taken may request an administrative review in accordance with Section 5101.24, Revised Code, except as provided by Section 5101.24(E)

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

As a subrecipient of the state of Ohio under OMB Circular A-133, SUBGRANTEE must:

- A. Ensure that the funds included in this Subgrant Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the department and state and federal laws, as well as the federal terms and conditions of the grant award.
- B. Utilize a financial management system that meets the requirements established by ODJFS and use the ODJFS designated software programs to report financial and other data according to the standards established by ODJFS. SUBGRANTEE will provide to ODJFS all program and financial reports and updates in accordance with the timeliness schedules, formats and other requirements established by ODJFS.
- C. Promptly reimburse ODJFS the amount the SUBGRANTEE is responsible for, pursuant to action the department takes under division (C) of Section 5101.24, Revised Code, of funds the department pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty.
- D. Promptly reimburse to ODJFS the amounts of any cash overdrafts or excessive cash draws paid to SUBGRANTEE by ODJFS.
- E. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law to determine compliance with the conditions, requirements, and restrictions applicable to a family services duty for which this Subgrant is awarded determines compliance has not been achieved.
- F. Where SUBGRANTEE identifies reimbursements or other payments due to ODJFS, promptly notify ODJFS and request direction as to the manner in which such payments shall be made. Where ODJFS identifies reimbursements or other payments due ODJFS and notifies SUBGRANTEE, payment shall be made in the manner specified by ODJFS.
- G. Make records available to ODJFS, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.
- H. Provide and ensure the existence and availability of local non-federal funds for the purpose of matching any federal funding for allowable operating expenses incurred by SUBGRANTEE. SUBGRANTEE must also ensure that any matching funds, regardless of their source, that SUBGRANTEE manages are clearly identified and used in accordance with federal and state laws and the requirements of this Subgrant Agreement. Maintain documentation of all subgrant related activity in accordance with the requirements of OAC Section 5101 :9-9-29.
- J. Comply with all requirements of state and federal laws which are required by OAC Section 5101:9-4-04 to be included in a county written code of standards of conduct and with all additional requirements and prohibitions specified in that administrative rule.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from July 1, 2013, through June 30, 2015, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.
- B. In addition to Article IV-A above, it is expressly understood by both ODJFS and SUBGRANTEE that this Subgrant Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to Section 126.07, Revised Code, that there is a balance in the appropriation not already allocated to pay current obligations.

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

- A. The total amount of the Subgrant for State Fiscal Years (SFY) 2014 and 2015 and grant specific terms and conditions such as, but not limited to, the applicable period of availability, will be provided to SUBGRANTEE in formal notices. ODJFS will provide this funding expressly to perform the Subgrant activities described in ARTICLE I of this Subgrant Agreement. This amount will be determined by the methodology required by OAC 5101:9-6. ODJFS will notify SUBGRANTEE of revisions to subgrant amounts and terms through the issuance of supplementary notices as changes arise.
- B. SUBGRANTEE will limit cash draws from ODJFS to the minimum amount needed for actual,

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immediate requirements in accordance with the Cash Management Improvement Act, 31 CFR Part 205, 45 CFR Parts 74 and 92, and ODJFS requirements including Chapter 7 of the Fiscal Administrative Procedures Manual. SUBGRANTEE agrees that amounts submitted as the basis for claims for reimbursement will not exceed the amount of actual cash expenditures for lawfully appropriate purposes under the terms of the subaward in question.

C. SUBGRANTEE understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, including federal funds. If at anytime the ODJFS Director determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, the ODJFS Director may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODJFS for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.

D. In all circumstances under which budgetary information is maintained or is required to be maintained for a grant, SUBGRANTEE must be able to reconcile budgetary expenditures to actual costs when required by ODJFS.

E. As a subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to all federal funds provided under this Subgrant Agreement pursuant to OMB Circulars A-102, 2 CFR 225 (A-87), and A-133, as well as 45 CFR 92, and 45 CFR 95, including but not limited to, the following federal rules:

Standards for financial management systems: SUBGRANTEE and its subgrantee(s) will comply with the requirements of 45 CFR 9220, including, but not limited to:

- a. Fiscal and accounting procedures;
- b. Accounting records; Internal control over cash, real and personal property, and other assets;
- d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
- e. Source documentation; and
- f. Cash management.

2. Period of Availability of Federal Funds: Pursuant to 45 CFR 92.23, SUBGRANTEE and its subgrantee(s) may charge to the award only costs resulting from obligations incurred during the funding period specified in the notices under Article V-A, above, unless notified by ODJFS that carryover of these balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated in a timely manner in accordance with federal and state law and specifications by ODJFS, not to exceed 90 days.

3. Matching or Cost Sharing: Pursuant to 45 CFR 92.24, matching or cost sharing requirements applicable to the Federal program must be satisfied by allowable costs incurred or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal and state laws.

For Federal programs in which state funds are made available to use as matching funds, the subgrantee is required to use additional local funds for matching funds in the event that the state funding allocated for that purpose is exhausted.

4. Program Income: Program income must be used as specified in 45 CFR 92.25.

5. Real Property: If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 92.31.

6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 45 CFR 92.32.

7. Supplies: Title and disposition of supplies acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds will be governed by the provisions of 45 CFR 92.33.

F. SUBGRANTEE expressly certifies that it is not debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

ARTICLE VI. AUDITS OF SUBGRANTEE

A. SUBGRANTEE agrees to provide for timely audits as required by OMB Circular A-133. Subject to the threshold requirements of 45 CFR 92.26 and OMB Circular A-133, SUBGRANTEE must ensure that the county of which they are a part has an audit with a scope as provided in OMB Circular A-133, Subpart E, §_500 that covers funds received under this agreement. Costs of such audits are allowable as provided in OMB Circular A-133, Subpart E, §_230. SUBGRANTEE must send one (1) copy of the final audit report to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section, at 30 East Broad Street, 37 n Floor, Columbus, Ohio

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43215, within two (2) weeks of the SUBGRANTEE's receipt of any such audit report.

B. SUBGRANTEE must take prompt action to correct problems identified in an audit.

ARTICLE VII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

A. This Subgrant Agreement may be terminated in accordance with any of the following:

1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the ODJFS Director and Board, and the termination agreement is adopted by resolution of the Board. An agreement to terminate is effective on the later of the date stated in the agreement to terminate, the date it is signed by all parties, or the date the termination agreement is adopted by resolution of the Board.

2. Either party may terminate after giving ninety (90) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.

3. ODJFS may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by a federal administrative agency, or illegal conduct affecting the operation of the Subgrant Agreement. In the event of such a termination, ODJFS will send a notice to the Board and other county signatories to this Subgrant Agreement, specifying the reason for the termination and the effective date of the termination.

C. Pursuant to Section 5101.24, Revised Code, and 45 CFR 92.43, as applicable, if SUBGRANTEE or any of its subgrantee(s) materially fails to comply with any term of an award, state and federal laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, ODJFS may take any or all of the following actions it deems appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the SUBGRANTEE or its subgrantee(s) or more severe enforcement action;

2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;

3. Wholly or partly suspend or terminate the current award for the SUBGRANTEE or its subgrantee(s)' Subgrant activity;

4. Withhold further awards for the Subgrant activity; or

5. Take any other remedies that may be legally available, including the additional remedies listed elsewhere in this Subgrant Agreement.

D. SUBGRANTEE, upon receipt of a notice of suspension or termination, will do all of the following:

1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement;

2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities;

3. Prepare and furnish a report to ODJFS, as of the date SUBGRANTEE received the notice of termination or suspension that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and

4. Perform any other tasks that ODJFS requires.

E. Upon breach or default by SUBGRANTEE of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, ODJFS will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by ODJFS of any occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS or SUBGRANTEE fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE VIII. NOTICES

A. Notices to ODJFS from SUBGRANTEE that concern this award, termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the ODJFS Deputy Director of Fiscal and Monitoring Services at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215.

B. Notices to the SUBGRANTEE from ODJFS concerning any and all matters regarding this Subgrant Agreement, including changes in the amount of funding or in the source of federal funding, will be sent to the

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Board and other county signatories to this Agreement.

C. All notices in accordance with Section A of this ARTICLE VIII will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE IX. AMENDMENT, ADDENDA, AND SUBGRANTS

A. Amendment: This document, along with any related addenda, constitutes the entire agreement between ODJFS and SUBGRANTEE with respect to all matters herein. Otherwise, only a document signed by both parties may amend this Subgrant Agreement. Both ODJFS and SUBGRANTEE agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

If ODJFS notices a need for correction of erroneous terms and conditions, it will immediately send SUBGRANTEE an amended Subgrant Agreement for signature. If SUBGRANTEE notices a need for correction of erroneous terms and conditions, it will immediately notify ODJFS.

B. Addenda: ODJFS will provide information concerning changes to the requirements of this Subgrant Agreement in addenda thereto. Any addenda to this Subgrant Agreement will not need to be signed. Any draw of the funds following the receipt of an addendum will constitute acceptance of changes specified therein.

C. Subgrants

1. Any subgrants made by SUBGRANTEE to another governmental entity, university, hospital, other nonprofit, or commercial organization will be made in accordance with 45 CFR 92.37 and will impose the requirements of 45 CFR 92 and 45 CFR 74, as applicable, as well as federal and state law. Any award of a subgrant to another entity shall be made by means of a county subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to SUBGRANTEE regarding the grant that SUBGRANTEE subgrants to the entity, including the conditions, requirements, and restrictions of Section 5101.21, Revised Code.

2. Debarment and Suspension: As provided in 45 CFR 92.35, SUBGRANTEE and its subgrantees must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs. Prior to making any such award or permitting any such award, SUBGRANTEE must confirm that the party to which the award is proposed to be made is not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

3. Procurement: While SUBGRANTEE and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal laws, including, as applicable, 45 CFR 92.36 and 45 CFR 74.40 through 45 CFR 74.48. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.

4. Monitoring: SUBGRANTEE must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subgrant, and function supported by the Subgrant, to ensure compliance with all applicable federal and state requirements, including 45 CFR 92.40 and OAC 5101.9-1-88. If SUBGRANTEE discovers that subgrant funding has not been used in accordance with state and federal laws, SUBGRANTEE must take action to recover such funding.

5. Duties as Pass-through Entity: SUBGRANTEE must perform those functions required under state and federal laws as a subrecipient of ODJFS under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

ARTICLE X. MISCELLANEOUS PROVISIONS

A. Limitation of Liability: To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, SUBGRANTEE agrees to be responsible for any liability directly related to any and all acts of negligence by SUBGRANTEE. In no event shall either party be liable for any indirect or consequential damages, even if ODJFS or SUBGRANTEE knew or should have known of the possibility of such damages.

B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.

C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level

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of funding, resources, or other commitment by ODJFS to the Board, to any county signer required by division (B) of Section 5101.21, Revised Code, or to any county family services agency that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, ODJFS, or any of the officers or employees of the State of Ohio or ODJFS.

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

RESOLUTION NO. 13-458

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS:

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

Transfer of Appropriations

From	To	
66611905-5415	66611905-5370	
URF LSWRF/Sewer Construction	URF LSWRF/Insurance Premiums & Claims	431,000.00

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

RESOLUTION NO. 13-459

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Job and Family Services recommends hiring Marsha Anne Ames as an Income Maintenance Worker 3 with the JFS Department; effective May 6, 2013;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Marsha Anne Ames as an Income Maintenance Worker 3 with the JFS Department; effective May 6, 2013.

The Director of Job and Family Services recommends hiring Nicole Ann Detwiler as an Income Maintenance Worker 3 with the JFS Department; effective May 6, 2013;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Nicole Ann Detwiler as an Income Maintenance Worker 3 with the JFS Department; effective May 6, 2013.

The Building and Grounds Supervisor recommends hiring Josh Lively as Maintenance Tech II with the Maintenance Department; effective May 13, 2013;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Josh Lively as Maintenance Tech II with the Maintenance Department; effective May 13, 2013.

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

RESOLUTION NO. 13-460

IN THE MATTER OF APPROVING AN EFFECTIVE COMMUNICATIONS POLICY FOR DELAWARE COUNTY:

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

DELAWARE COUNTY

Subject	Effective	Supersedes	This Sheet	Total
Effective Communications Policy	5/2/13	1/1/97	1	2

1.0 Purpose

The purpose of this policy is:

- A) to improve communications within the departments in order to improve efficiency, accuracy, and timeliness, and
- B) to ensure that all information necessary for employees to perform most effectively is received by those employees, and
- C) to ensure that all privileges, benefits, responsibilities, and other factors of employment with

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Delaware County are received and understood by employees, supervisors, and directors.

2.0 Scope

All departments under the direction of the Board of County Commissioners.

3.0 Distribution

All departments under the direction of the Board of County Commissioners and the Board of County Commissioners.

4.0 Definitions

Communication - Communication is any message (verbal or written), letter, memorandum, or other information sent from one party to another party, either directly or indirectly.

Reasonable time frame - A period of time as soon as possible so as not to reduce effectiveness and/or usefulness.

5.0 Policy

In order to be highly effective and efficient, it is in the best interest to have accurate and timely communications among departments and employees. All employees, supervisors, directors, and other managers will be held accountable for the following:

- A. Sending all requested public information to the requesting party within a reasonable time frame,
- B. Distributing communications to employees listed on the communications as the receiving party within a reasonable time frame, and
- C. Reading, understanding, and acting upon communications within a reasonable time frame.

In the interest of promoting open and honest communication, it is a violation of the Effective Communications policy to record conversations, whether audio or video, with an electronic device, including but not limited to digital or tape recorders, cameras, or cellular phones, or any other recording device or service without written consent of all parties to the conversation.

The purpose of this policy is to eliminate a chilling effect on the expression of views that may exist when one person is concerned that his or her conversation with another is being secretly recorded. This concern can inhibit spontaneous and honest dialogue, especially when sensitive, confidential or medical matters are being discussed.

Violation of this policy will result in disciplinary action, up to and including immediate termination.

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

RESOLUTION NO. 13-461

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR FACILITIES STUDY:

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

Supplemental Appropriations

10011102-5301	Commissioners General/Contracted Professional Services	195,000.00
66211901-5301	Sewer Revenue Fund/Contracted Professional Services	35,500.00

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

**PRESENTATION
AL MYERS, PRESIDENT DELAWARE COUNTY FAIR BOARD**

**DISCUSSION
LETTER TO CITY OF DELAWARE
Regarding Sawmill Parkway**

RESOLUTION NO. 13-462

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; PROMOTION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR PENDING OR IMMINENT LITIGATION:

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It was moved by Mr. Stapleton, seconded by Mr. Merrell to adjourn into Executive Session at 11:15AM.

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

RESOLUTION NO. 13-463

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to adjourn out of Executive Session at 11:47AM.

Vote on Motion Mr. Merrell Absent Mr. Stapleton Aye Mr. O'Brien Aye

*Due to a prior commitment Commissioner Merrell was absent for the adjourning of the session.

There being no further business, the meeting adjourned.

Gary Merrell

Ken O'Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners