

COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 24, 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

10:30 AM Final Hearing For The Condominium At Riverby Site Drainage Petition Project

RESOLUTION NO. 13-653

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 20, 2013:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on June 20, 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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

SHERIFF MARTIN
RECOGNITION OF THE SHERIFF'S OFFICE
4 NEW CORRECTIONS SERGEANTS

RESOLUTION NO. 13-654

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0621 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0621:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0621, Procurement Card Payments in batch number PCAPR0621 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Continental Office	Job and Family One Stop Move	22411603-5250	\$ 5,960.89
PR			
Number	Vendor Name	Line Description	Line Account
			Amount
Job and Family – SERVICE AND CHARGES			
R1304566	DELAWARE AREA CAREER CENTER	ONE STOP REIMBURSEMENT	22311611 - 5348 \$23,105.00

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

RESOLUTION NO. 13-655

IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATE AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS ROOF #397 DITCH IMPROVEMENT PROJECT:

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

Whereas, the County Engineer recommends approval of the Plans, Estimate, Bid Specifications and Bid Opening Date and Time for the Roof #397 Ditch Improvement Project;

Whereas, Resolution Number 10-1009 declared the necessity for and initiated the improvement known as Roof

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#397 Ditch Improvement Project, and;

Whereas, the County Engineer has prepared plans, specifications and estimates for the Improvement, and;

Whereas the County Engineer has estimated the construction cost of the Improvement to be \$90,306.40.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners that:

Section 1: The plan, specifications and estimate for the project known as Roof #397 Ditch Improvement Project are hereby approved, and;

Section2: The County Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Advertisement for Bids:

**Public Notice
Advertisement for Bids**

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 Monday July 15, 2013, at which time they will be publicly opened and read aloud, for the project known as:

**Roof #397
Ditch Improvement Project**

Engineer's Estimate for Project \$ 90,306.40

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR Roof #397". Bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost, and may be submitted with the Bid Proposal.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from the Delaware County Engineer, 50 Channing Street, Delaware, OH 43015. Cost for printed copies of each set of plans and specifications is No charge, and the cost is non-refundable. Plans and specifications may also be downloaded, free of charge, from the Delaware County Engineer's website at www.co.delaware.oh.us/ebids. All bidders must register as a plan holder with the Delaware County Engineer through the County Engineer's ebids website or in person at the time of purchasing plans and specifications.

The Owner requires that all work associated with the project be completed before Friday September 30, 2013. The estimated commencement of work date is Wednesday July 31, 2013.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the Township. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:
Friday June 28, 2013

This Public Notice is also posted on the Delaware County website at www.co.delaware.oh.us under "Current Bids".

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

RESOLUTION NO. 13-656

IN THE MATTER OF DECLARING THE NECESSITY FOR IMPROVEMENTS TO PIPER ROAD (TR245), INCLUDING THE REPLACEMENT OF A SINGLE SPAN ROLLED BEAM BRIDGE WITH A SINGLE SPAN PRECAST REINFORCED CONCRETE ARCH CULVERT AND ALSO CONSISTING OF APPROACH RECONSTRUCTION; AND APPROVING PLANS, SPECIFICATIONS, ESTIMATES AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS DEL-TR245-1.13, PIPER ROAD OVER TURKEY RUN:

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

Whereas, Section 5555.022 of the Revised Code provides that a Board of County Commissioners may find by a majority vote that the public convenience and welfare require the improving of any part of any public road, may fix the route and termini of the Improvement and may authorize such Improvement, and;

Whereas the County Engineer has determined that the existing structure on Piper Road is structurally deficient and

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requires replacement and that the approaches require reconstruction and recommends that the Board proceed with the Improvements thereof, and;

Whereas the County Engineer has prepared plans, specifications and estimates for the Improvement

Whereas the County Engineer has estimated the construction cost of the Improvement to be \$415,000.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners that:

Section 1: The public convenience and welfare require the replacement of the existing structure on Piper Road along with reconstruction of the approaches extending approximately 0.06 miles over Turkey Run, and that the Improvement known as DEL-TR245-1.13 Piper Road over Turkey Run be initiated for such purpose, and;

Section 2: The costs for said Improvement will be paid for from any funds appropriated for road and bridge construction and that no special levies or assessments shall be made to pay for the Improvement, and;

Section 3: The plans, specifications and estimates for the project known as DEL-TR245-1.13 Piper Road over Turkey Run are hereby approved, and;

Section 2: The County Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Invitation to Bid:

**Public Notice
Advertisement for Bids**

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 am on Tuesday, July 16, 2013, at which time they will be publicly opened and read aloud, for the project known as:

DEL-TR 245-1.13
Piper Road Bridges

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR DEL-TR 245-1.13". Bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost, and may be submitted with the Bid Proposal.

This Public Notice is also posted on the Delaware County website at www.co.delaware.oh.us, under "Current Bids."

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from the Delaware County Engineer, 50 Channing Street, Delaware, OH 43015. Cost for printed copies of each set of plans and specifications is \$20, and the cost is non-refundable. Plans and specifications may also be downloaded, free of charge, from the Delaware County Engineer's website at www.co.delaware.oh.us/ebids. All bidders must register as a plan holder with the Delaware County Engineer through the County Engineer's ebids website or in person at the time of purchasing plans and specifications.

The Owner requires that all work associated with the project be completed before November 8, 2013. The estimated commencement of work date is July 29, 2013.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4111 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of Delaware County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates: June 28, 2013

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

RESOLUTION NO. 13-657

**IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACT
BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE
COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CHILD PLACEMENT
PROVIDERS AS LISTED:**

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

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Whereas, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations, and

Whereas, the Director of Jobs & Family Services recommends approval of the following contract;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following contract for Child Care Placement providers:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Cornell Abraxas 2840 Liberty Ave Pittsburgh, PA 15222 \$15,000	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

(A copy of this contract is available in the Commissioners' Office until no longer of administrative value).

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

RESOLUTION NO. 13-658

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR A DRUG PROSECUTOR IN 2014:

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

Grant #	2013-JG-00258
Source:	Ohio Office of Criminal Justice Services
Grant Period:	January 1, 2014 – December 31, 2014
State Grant Requested Amount:	\$ 62,413.43
Local Match:	<u>\$ 20,804.48</u>
Total Grant Amount:	\$ 83,217.91

The grant would allow the Prosecutor's Office to retain Peter Ruffing as our current drug prosecutor for Delaware County. This would then help to reduce the impact of drug and firearm traffickers, gangs, pharmaceutical diversion, and other organized criminal activity.

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

RESOLUTION NO. 13-659

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR THE VICTIMS OF CRIME AND STATE VICTIMS ASSISTANCE GRANT (VOCA/SVAA) FOR VICTIM SERVICES:

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

Grant #	2014 VAGENE445
Source:	VOCA- Ohio Attorney General
Grant Period:	October 1, 2013 – September 30, 2014
Federal Grant Requested Amount:	\$ 58,711.00
Local Match:	<u>\$ 19,570.00</u>
Total VOCA Grant Amount:	\$ 78,281.00
Grant #	2014 SAGENE445
Source:	SVAA- Ohio Attorney General
Grant Period:	October 1, 2013 – September 30, 2014
Federal Grant Requested Amount:	\$ 2,106.00
Local Match:	<u>0.00</u>

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Total SVAA Grant Amount: \$ 2,106.00
Total Grant Amount: \$ 80,387.00

The authorization of us to apply for this grant allows us to continue to employ our victim services assistant and civil order specialist. Without either of these positions our Victim Services Unit would be unable to sustain the amount of victims and would in turn be a disservice to the people of Delaware County.

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

RESOLUTION NO. 13-660

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR GOLF VILLAGE SECTION 7 PHASE D, PART 3:

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

Whereas, the Director of Environmental Services recommends approval of the Sanitary Subdivider's agreement;

Therefore, Be It Resolved the Board of Commissioners approve the Sanitary Subdivider's Agreement for the Golf Village Section 7 Phase D, Part 3.

Golf Village Section 7 Phase D, Part 3

**SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 24th day of June, 2013, by and between HOMEWOOD CORPORATION herein after called "SUBDIVIDER", and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the GOLF VILLAGE SECTION 7 PHASE D, PART 3 Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

There are 14 single family residential equivalent connections approved with this AGREEMENT. Capacity shall be reserved for one year from the date of this AGREEMENT, unless the COUNTY COMMISSIONERS grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat is recorded. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the SUBDIVIDER agrees and acknowledges that capacity shall not be guaranteed.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for GOLF VILLAGE SECTION 7 PHASE D, PART 3, all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

OPTIONS:

- (1) Should SUBDIVIDER elect to record the plat prior to beginning construction, SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$58,768.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should SUBDIVIDER elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as SUBDIVIDER elects to record the plat. At that time, the SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the SANITARY ENGINEER.

The SUBDIVIDER hereby elects to use Option 1 for this project.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of the SUBDIVIDER, and any of its contractors or sub-contractors, or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of SUBDIVIDER, and any of its contractors or the contractors' agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of this AGREEMENT by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during

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construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be replaced by the SUBDIVIDER, when in the opinion of the COUNTY, the representative's performance is deemed inadequate.

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall pay the DELAWARE COUNTY SANITARY ENGINEER three and one-half percent (3½%) of the estimated construction cost of the IMPROVEMENTS for plan review (\$2057.00). The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$4700 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of \$600.00 or less, as a result of charges against the same at the rate of:

INSPECTOR \$75.00 per hour
CAMERA TRUCK \$150.00 per hour

for time spent by said SANITARY ENGINEER or his or her staff, the SUBDIVIDER shall make an additional deposit of \$600.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER. All public sanitary sewers and private laterals to offsite properties shall have a recorded permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be approved by the DELAWARE COUNTY SANITARY ENGINEER. The dimensions of all easements shall be as shown on the approved engineering drawings.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

After said acceptance, the capacity charge shall be paid by the applicant upon request to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect to the sanitary sewer.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- (1) "as built" drawings of the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in DWG format & PDF format.
- (2) An excel spreadsheet, from a template as provided by the DELAWARE COUNTY SANITARY ENGINEER, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) an itemized statement showing the cost of IMPROVEMENTS
- (4) an Affidavit or waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.
- (5) documentation showing the required sanitary sewer easements

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The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or its agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

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

RESOLUTION NO. 13-661

IN THE MATTER OF APPROVING THE SANITARY SEWER CONSTRUCTION PLANS FOR ESTATES OF GLEN OAK SECTION 5, PHASE A:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to approve the following sanitary sewer construction plans for Estates Of Glen Oak Section 5, Phase A submittal to the Ohio EPA for their approval.

Whereas, the Director of Environmental Services recommends sanitary sewer plans for Estates of Glen Oak Section 5, Phase A for submittal to the Ohio EPA for their approval.

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plans for Estates of Glen Oak Section 5, Phase A for submittal to the Ohio EPA for their approval.

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

RESOLUTION NO. 13-662

IN THE MATTER OF AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE OHIO DEPARTMENT OF PUBLIC SAFETY OFFICE OF CRIMINAL JUSTICE SERVICES FOR THE DELAWARE COUNTY FAMILY TREATMENT COURT:

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

Grant:	2013-JG-D01-6951
Source:	Edward Byrne Memorial Grant (JAG)
Grant Period:	1-1-14 thru 12-30-14
Grant Amount:	\$59,998.23
Local Match:	<u>\$19,999.41</u>
Total:	\$79,997.64

Proceed from the grant will go towards funding staff with the Courts Family Treatment program.

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

RESOLUTION NO. 13-663

IN THE MATTER OF APPROVING AN AFFILIATION AGREEMENT BETWEEN THE OHIO STATE UNIVERSITY, ON BEHALF OF ITS COLLEGE OF SOCIAL WORK, AND DELAWARE COUNTY FOR THE DELAWARE COUNTY ADULT COURT SERVICES:

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

Whereas, the Chief Probation Officer of Adult Court Services recommends approval of the affiliation agreement;

Therefore, Be It Resolved the Board of Commissioners approve the affiliation agreement:

AFFILIATION AGREEMENT

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The Ohio State University, on behalf of its College of Social Work ("OHIO STATE"), and Delaware County; Delaware County Adult Court Services ("AGENCY") agree as follows:

WHEREAS, OHIO STATE has established a program for professional development as part of its requirements leading to a degree from the College of Social Work (the "practicum experience"); and

WHEREAS, the AGENCY desires to aid the professional development of students in the College of Social Work;

NOW THEREFORE, in consideration of the mutual benefits to be received, the parties do hereby mutually agree to the following provisions:

1. OHIO STATE and the AGENCY shall mutually agree in writing on the selection and number of social work students eligible to participate, and the time and nature of their work while participating, in the practicum experience. OHIO STATE shall recommend placement of students to the AGENCY on the basis of the AGENCY's suitability, as determined by OHIO STATE to meet their educational needs.
2. While participating in the practicum experience, social work students shall be required to comply with all relevant policies and procedures of AGENCY, including rules relating to the confidentiality of patient information. AGENCY shall provide all necessary orientation, administrative guides and policies and procedures to social work students participating in the practicum experience.
3. Neither party shall discriminate against any student desiring to participate or any student participating in the practicum experience because of race, religion, color, sex, sexual orientation, national origin, handicap, disability, age, or Vietnam-era veteran status.
4. The social work students participating in the practicum experience shall be entitled to observe the holidays of the AGENCY and OHIO STATE.
5. OHIO STATE shall withdraw any social work student from the practicum experience if the student is found not to be acceptable for reasons of performance or reasonable cause on the recommendation of the AGENCY, the OHIO STATE Coordinator of Field Instruction, the Dean of the College of Social Work or their designee. Prior to withdrawal of a social work student from the practicum experience with the AGENCY, a discussion of the pertinent facts will be conducted with all persons concerned. Notwithstanding anything contained herein to the contrary, to the extent AGENCY requests the withdrawal of a student from the practice experience, OHIO STATE will comply with that request pending the outcome of the discussion of pertinent facts.
6. During the practicum experience, the primary mission for participating social work students shall be educational.
7. Social work students participating in the practicum experience are not employees of the AGENCY and shall not be entitled to compensation or benefits as such. Students may be eligible for grants and/or stipends, which will be monitored by OHIO STATE.
8. OHIO STATE shall grant fee authorizations to the AGENCY in accordance with OHIO STATE's standard practices, as they may be modified from time to time, if the AGENCY meets the criteria determined by OHIO STATE.
9. OHIO STATE shall require students assigned to the AGENCY to be covered by professional liability insurance. The AGENCY may require participating social work students to provide verification of their coverage.
10. The AGENCY shall provide participating social work students the physical facilities, supplies and equipment that the parties mutually agree to as necessary for the appropriate management of the practicum experience.
11. The AGENCY agrees to complete all forms requested by OHIO STATE including student evaluation reports, and any other reports necessary to evaluate and monitor the practicum experience.
12. The AGENCY shall arrange emergency medical care, to the extent of AGENCY's capabilities to any student for any injury sustained in the course of the practicum experience. The AGENCY shall not be further responsible for any injury to a student which may occur as a result of this affiliation, unless such injury was caused by the negligent, reckless or willful act of omission of the AGENCY, its employees or its agents.
13. The term of this Agreement shall be for one academic year commencing on May 17, 2013, (the "Anniversary Date"). This Agreement shall automatically renew for additional one year terms if neither Party delivers to the other Party a written notice of cancellation 30 days prior to the Anniversary Date. Either Party may cancel this agreement for any reason upon 60 days prior written notice to the other Party.
14. All notices which may be necessary or proper for either party shall be addressed as follows:

If to OHIO STATE:

Lisa Durham, Assistant Dean of Community Engagement &
Director of Field Education
OSU, College of Social Work

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1947 College Road
Columbus, Ohio 43210
(614) 292-7686

If to the AGENCY: Douglas B. Missman M.S. Ed., PC
Chief Probation Officer
Adult Court Services
22 Court Street
Delaware, Ohio 43015
Office (740) 833-2571
Fax (740) 833-2569

15. No prior representation, warranty, condition or agreement of any kind or nature shall be binding upon the parties unless incorporated in this agreement. This agreement contains all the terms and conditions agreed upon by the parties.
16. This agreement shall be construed in accordance with the laws of state of Ohio. Any legal actions, claims, or demands shall be handled in a court of competent jurisdiction within the state of Ohio.

Field placement attachments

We welcome your interest in our field practicum program for social work students. Students are placed in over 400 settings throughout Ohio under the instruction of experienced, trained social workers. The curriculum provides educationally focused goals and objectives to guide the development of the practicum experience in each setting. A faculty liaison is appointed to provide academic support to the agency based field instructor. Student placements are made through a formal referral and pre-placement interview process which allows negotiation of arrangements and expectations prior to placement confirmation. In exchange for participating in our program and providing valuable services, the college provides the following benefits: Agencies accumulate fee waiver credits. Eligibility for use of fee waivers is restricted to full-time agency employees (with agency approval) so they can take social work courses at the main or branch campuses. The college also provides training for new field instructors and other special events.

In evaluating settings there are two primary concerns: quality social work supervision and appropriately, structured learning experiences. A successful practicum requires both time and professional commitment. Please keep these issues in mind as you design the practicum in your agency. You are asked to submit the following documents for approval:

Evaluation of Field Setting. A narrative outline is requested in responding to each section as appropriate.

Field Placement Setting Profile & Preference Form This form concerns fields of practice, learning opportunities, requirements for placement including qualified field instructors, schedule preferences, and other pertinent information. Also this indicates your preferences regarding students for the coming academic year.

You may e-mail the above documents to cswfield@osu.edu.

Affiliation Agreement. This is a proposed agreement submitted for your approval. You may fill in the requested information and arrange for the appropriate authorizing signature, or you may submit an addendum with your revisions for our review. Please mail the affiliation agreement when you secure the authorizing signature.

Please contact me if I can be of assistance, 614-292-7686.
Lisa J. Durham, MSW, LISW-S
Assistant Dean of Community Engagement & Director of Field Education

SELECTION OF SETTINGS FOR FIELD PLACEMENT

Human service settings throughout Ohio serve as field placement sites. Potential settings may be identified through the following process:

1. The practicum director or field liaison personnel may initiate contact with the agency soliciting affiliation;
2. Agencies may initiate contact directly with the college through the Director of Field Instruction; or
3. Students may recommend potential settings for follow-up contact by the director.

Criteria for Selection of Settings

The following criteria must be met in order for an agency to qualify as a field placement setting:

- The setting's philosophy of service is compatible with the values and ethics of the social work profession.
- There is clarity in the setting regarding its programs and methods.
- The setting qualifies for membership in standard setting bodies, national and local, appropriate to its field or appropriate governmental agencies.

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- The agency has a defined and active role in the community and participates in local and regional planning in its field.
- The administrator and staff demonstrate a conviction for professional education and accept the objectives and educational focus of the program of field instruction.
- The staff is large enough and so deployed that the basic program of the setting is maintained and developed without reliance on students. This does not preclude enhancement of the basic program through student activity.
- The social service department of an institution such as a hospital, court, or school, is an integral part of the program of the institution, both in philosophy and the structural organization of service.
- The volume and flow of the program offers students a fairly wide range of learning opportunities commensurate with the college objectives for field practicum. Where a setting is deficient, arrangements can be made with the practicum director and field liaison for complimentary learning experiences in another setting.
- The setting attempts to make available suitable desk space, telephones, word processing facilities, supplies, transportation costs, clerical services, and program space for the student. The availability of a qualified field instructor is essential. The relationship between this person (s) and the field liaison is established to maximize student learning.
- The agency is willing to risk involving students in appropriate responsibilities for practice through clearly defined tasks.
- Sound personnel policies and practices are evidenced.

NOTE: With some modification based on current directions at The Ohio State University, College of Social Work, these guidelines have been drawn from;

Manual of Accreditation Standards, Council on Social Work Education.
Format for Evaluation of Field Setting

Please provide a narrative statement using the following format and headings:

A. Description of Setting

- Auspices and source of financial support: independently administered or a part of a larger administrative complex; kinds of services offered, population group(s) served.
- Kinds of relationships with other community settings. Size and special characteristics of geographical community which may have implications for learning opportunities.
- Membership in national organizations or accreditation by standard-setting bodies.

B. Personnel within Setting (Describe the size of the agency.)

- Number and kinds of paid staff (professional) employed in the setting and their qualifications (include other professions as well as social workers).

C. Use of Setting for Education of Social Work Students

- Name of school(s) and approximate dates when setting was utilized.
- Names of staff who were formerly assuming instructional responsibilities and their qualifications.

D. Kinds of learning and Practice Experiences which could be provided for Social Work Students

- Give range of experiences which could be provided within and/or in conjunction with service-giving function of setting.
- Could the setting accommodate the range of experiences and different student educational levels? Or is it highly limited to a certain type of experience and educational levels?
- Classification by primary mode of practice experiences available to students.
- Describe specialized kinds of learning experiences which could be provided either as its only emphasis or as additional experiences to the primary mode of service provision; e.g., staff development, consultation, research, supervision/instruction of other students, staff, volunteers; administrative-type learning.

E. Physical Space and Supporting Services of Setting Which Would be Available for Educational Purposes.

- What kind of space provision is allocated for students? Is it adequate and of such a nature to not impede their being able to carry out assignments with minimal inconvenience or hardship?
- Nature of supporting services or resources necessary for educational purpose, stenographic, etc.
- Other resources available to students for educational purposes.

F. Transportation

- Does the student need his/her own individual transportation resource for carrying out practice assignment?
- Is there a provision for reimbursement of the student for transportation costs (his/her own auto or bus fare) in relation to performing agency service-giving function? If so, give the rate of reimbursement.

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- Transportation resources provided for use of student (e.g., agency car, bus) by the setting. Insurance coverage for students using own transportation (liability). Requirements made of student for use of setting provided transportation.

G. Traineeship Programs of Stipends Available in Setting

- Does setting qualify for state traineeship programs (e.g., mental hygiene, corrections)?
- Are there any stipends for which students can apply?

H. Approximate Number of Students Which Could be Accommodated in Setting.

- Number of students for whom one could assume primary instruction responsibility. List by educational level (UG, MSWI, MSWII).

I. Staff Qualified to Carry Responsibility for PRIMARY Instructional Role for Social Work Students

- List names nominated by setting; educational and experience qualifications; previous instructional experience.

J. Anticipated Needs of Setting or Its Personnel Which Should be Given Attention by the School, or Other Comments

Return to: OSU, College of Social Work, Office of Field Instruction, 1947 College Road, Columbus, Ohio 43210-1162. Fax (614-292-1409)

ROLE OF EDUCATION COORDINATOR

The education coordinator represents the agency as the central administrative contact and assumes the following responsibilities:

1. Prepares, updates and processes all evaluations of setting documents including the affiliation agreement;
2. Determines the number and rank of students to be requested;
3. Facilitates the pre-placement screening process;
4. Confirms the acceptance or rejection of referred students;
5. Recommends potential field instructors;
6. Channels communication from College, to field instructors;
7. Actively participates in problem-solving and mediation between students and field instructors;
8. Informs practicum director of all changes impacting students;
9. Oversees the orientations of students to the entire agency.

CRITERIA FOR FIELD INSTRUCTORS

Potential field instructors in approved settings may be identified according to the following approaches:

The agency representative may recommend to the college the names of social workers who appear to meet the criteria for appointment as field instructors; (2) the college may suggest to the agency names of social workers who appear to meet the criteria; or (3) an agency social worker who is interested in being a field instructor may request consideration through the education coordinator of the setting.

The MSW degree is the minimum degree for supervision of a graduate student. In addition, the potential field instructor must have:

- at least two years, post degree experience in social work;
- sufficient experience within the setting to permit familiarity with program and opportunities for student learning;
- an interest and ability to teach, communicate knowledge, stimulate student self-development; flexibility to allow unique individual development, and the development of learning experiences consistent with educational objectives; an orientation towards learning rather than task performance;
- sound knowledge of at least one area of social work practice;
- sound knowledge of community social welfare structure and the utilization of community resources as an adjunct to or alternative to program and service, as well as a means of influencing change in delivery of human services;
- understanding, acceptance, and willingness to implement the philosophy and objectives of the college as well as assumption of responsibility for contributing ideas and thinking toward strengthening the educational experience in the classroom and the field;
- sufficient time allocation by the setting as well as management of time by the individual to carry out instructional responsibilities including - availability and accessibility to student, regularly planned conferences with student, written evaluative summaries of student's performance, planned conferences with the field liaison;
- professional identification through organizational affiliation;
- sound knowledge of current trends in social work and social welfare.

FIELD EDUCATION GLOSSARY

Academic Advisor: A professional in the BSSW or MSW Program Office responsible for assisting students

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with academic and curriculum advisement, development of educational plans, interpretation of university rules and procedures, monitoring performance and providing communication between students, faculty and administration.

Agency-Based Field Instructor: A social work practitioner employed by an agency and serving as a field instructor on a voluntary (unpaid) basis. This individual is a recognized field instructor by the College of Social Work and is responsible for the education of the student(s) while the student(s) is at their agency.

Co-Instruction: In the absence of an experienced BSSW or MSW degreed practitioner in a potential or approved setting that can offer unique and desirable learning experiences, co-instruction allows for the use of the practicum setting. An approved, experienced social worker (with either a BSSW degree for BSSW student or a MSW degree for a MSW student) co-instructs and serves as primary field instructor with the site/task supervisor to ensure that the requirements for supervision are met. If needed, the faculty/field liaison can serve in this capacity. The use of co-instruction has historically been significant in the development of non-traditional settings. Each arrangement needs to be documented on the "Co-Instruction Documentation" form and submitted to the Field Education Office, to be included in the student's file.

Education Coordinator: An agency-based individual designated by the agency executive to assume administrative responsibility for student placement assignments, preparing and processing affiliation agreements and keeping records of fee waiver usage by agency personnel.

Faculty Advisor: A faculty advisor is assigned by the BSSW or MSW Program Office to assist students in planning their overall course of study and in clarifying career goals and educational objectives.

Faculty Field Liaison: A school-based faculty member or professional assigned to assist students and field instructors in obtaining and maintaining quality learning experiences in field practicum. (See *Field Practicum Manual*, pages 34-35.)

Orientation: Structured workshops and seminars conducted by the field education director for the purpose of preparing agency-based field instructors for field practicum student supervision.

FIELD PLACEMENT HOURS AND CREDITS

BSSW Placement:

The BSSW Field placement provides students with an opportunity to engage in generalist social work practice. Students are able to observe and participate in both direct and indirect service.

2012-2013 Field Practicum – Students will complete the field placement during the Autumn and Spring Semesters. Total Hours: 420; Duration: 28 weeks; Totaling 15 hours per week.

MSW I Placement:

In the first year of the MSW field placement, students are placed in human service agencies oriented toward a generalist social work practice. The focus is on social work with interrelated and interdependent human systems: individuals, families, groups, organizations, and communities.

2012-2013 Field Practicum- Students will complete the field placement for remainder for Autumn Semester and all of Spring Semester. Total Hours: 336; Duration: 21 Weeks; Totaling 16 hours per week.

MSWII/ASAP Placement:

The second year/advanced placement is designed to permit students to achieve greater autonomy and to maximize skill development in the integration of theory and practice.

2012-2013 Field Practicum – Students will complete the field placement during the Autumn and Spring Semesters. Total Hours: 672; Duration: 28 weeks; Totaling 24 hours per week.

Field Instructor Supervision Requirements:

For BSSW students, the BSSW is the minimum degree needed to by the Field Instructor.

For MSW students, the MSW is the minimum degree needed to by the Field Instructor.

- Two years post degree experience in the field is preferred.
- MUST attend college sponsored orientations and trainings for field instructors.
- LISW-S is needed for Field instructor ONLY if the student is providing direct diagnosis to clients.

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

RESOLUTION NO. 13-664

IN THE MATTER OF APPROVING THE INTERGOVERNMENTAL AGREEMENT FOR PUBLIC SAFETY COMMUNICATIONS SERVICES BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE CITY OF POWELL:

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

Whereas, the Acting 911 Communications Director recommends the approval of Intergovernmental Agreement For Public Safety Communications Services between the Delaware County Board of Commissioners and the City

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of Powell;

Therefore Be it Resolved, the Board of Commissioners approve of Intergovernmental Agreement For Public Safety Communications Services with The City of Powell:

**INTERGOVERNMENTAL AGREEMENT
FOR PUBLIC SAFETY COMMUNICATIONS SERVICES**

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 24th day of June, 2013 by and between the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (the “County”), and the City of Powell, 47 Hall Street, Powell, Ohio 43065 (the “City”).

Section 2 – Purpose

The County operates a countywide 9-1-1 and public safety communications center (“DELCOMM”), which includes providing dispatching and field communication services to the City and its emergency services providers. The County and the City each endeavor to meet the professional standards set by the Commission on Accreditation for Law Enforcement Agencies (“CALEA”), and the parties mutually agree that this Agreement is integral to meeting CALEA standards.

Section 3 – Scope of Services

The County agrees to provide dispatching and field communication services to the City and its emergency services providers, in accordance with CALEA standards, of which parts pertinent to public safety communications services are, by this reference, hereby incorporated into this Agreement. The City agrees to cooperate with the County regarding any policy, procedure, or standard modification necessary for the proper and efficient operation of DELCOMM, provided any modifications are consistent with CALEA standards. The County and City mutually agree to make available any records necessary to determine compliance with CALEA standards.

Section 4 – Compensation

The County shall provide the services set forth in Section 3 without any compensation. The City agrees to cooperate with the County in applying for and securing grant funding available in support of DELCOMM.

Section 5 – Records

The County and City agree that each shall maintain public records concerning the services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records. Specifically, the following records shall be maintained:

Section 6 – Term

This Agreement shall take immediate effect upon approval by all Parties hereto and shall continue in full force and effect until modified, superseded, or terminated in accordance with this Section. To the extent permitted by applicable law, either Party may terminate this Agreement by providing ninety (90) days written notice to the other Party. This Agreement may only be amended in writing with the mutual consent and agreement of the Parties. This Agreement shall be subject to biennial review on or before the anniversary date. The review shall be conducted by the Director of DELCOMM and the commanding officers of each of the City’s emergency services providers. The review shall culminate in a written report to the County and the City with recommendations for any modifications to the Agreement.

Section 7 – Legal Contingencies

In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement as provided in Section 6. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

Section 8 – Personnel

The County and the City each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor.

Section 9 – Equipment and Facilities

Each Party to this Agreement shall be responsible for providing its own equipment and facilities. If surplus equipment, including but not limited to radio communications equipment, becomes available for sale or donation, the Party with equipment available may notify the other Party of the availability. Upon receipt of this notice, the Parties mutually agree to negotiate in good faith the sale or donation of the equipment, subject to the needs of other political subdivisions within Delaware County. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

Section 10 – Miscellaneous Terms & Conditions

10.1 **Entire Agreement**: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the City and shall supersede all prior

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understandings and agreements relating to the subject matter hereof.

- 10.2 Governing Law and Disputes: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.
- 10.3 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 10.4 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 10.5 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.

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

RESOLUTION NO. 13-665

IN THE MATTER OF APPROVING AN AMENDMENT TO THE 9-1-1 CONSOLIDATION AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE CITY OF DELAWARE:

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

WHEREAS, on July 2, 2007, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 07-789, entering into a 9-1-1 Consolidation Agreement with the City of Delaware for the consolidation of the parties' respective 9-1-1 operations into a sole, countywide 9-1-1 center and system (the "Agreement"); and

WHEREAS, Addendum B of the Agreement set forth the duties of the 9-1-1 Board; and

WHEREAS, the Board and the City of Delaware now desire to revise Addendum B to more clearly set forth the duties of the 9-1-1 Board;

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

Section 1. The Board hereby approves the following "Appendix B – Duties of the 9-1-1 Board," which shall supersede Addendum B of the Agreement:

**APPENDIX B
DUTIES OF THE 9-1-1 BOARD**

1. **Role of the 9-1-1 Board:**
 - a. Shall provide strategic oversight of the operations of the 9-1-1 system and center and the countywide public safety communications system with the exception of the cities of Dublin, Westerville, Columbus and the Delaware County Sheriff unless one of those systems comes under the auspices of the Delaware County Emergency Communication system.
 - b. Shall make recommendations regarding policy and operational matters related to emergency communications;
 - c. Shall recommend standards for service and the utilization and upgrade of technology;
 - d. Shall make recommendations for and oversee the development of standards and protocols for the efficient and effective operation of the system;
 - a. Shall establish goals and objectives for the 9-1-1 Center on an annual basis.
2. **Organizational Structure/Communication:**
 - a. The 9-1-1 Communications Director shall advise and make recommendations to the 9-1-1 Board for the purpose of exercising the 9-1-1 Board's duties as set forth herein. Upon the 9-1-1 Board's adoption of recommendations, the 9-1-1 Communications Director, in conjunction with the County

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Administrator, shall present all recommendations of the 9-1-1 Board to the Board of County Commissioners for consideration.

- b. Subject matter expertise is provided by Technical Committees that are made up of emergency service providers and technical experts (Fire, Law Enforcement, EMS, etc.) and chaired by designated members of the Board of Directors.
 - 1. The Technical Committees report to the 9-1-1 Board, which makes recommendations to the Board of County Commissioners.
 - 2. Technical Committee recommends operational guidelines to the 9-1-1 Board for consideration.

3. Personnel:

- a. The 9-1-1 Board, acting through the Administrative Committee, in conjunction with the County Administrator and Delaware County Human Resources staff, shall participate in the selection process for the 9-1-1 Communications Director and make a recommendation to the Board of County Commissioners.
- b. After consideration of the recommendation of the 9-1-1 Board, the 9-1-1 Communications Director shall be appointed by the Board of County Commissioners and be supervised by the County Administrator.
- c. The 9-1-1 Communications Director shall provide notice to the 9-1-1 Board of disciplinary matters that will result in suspension, termination, or will bring adverse publicity to the 9-1-1 Center. Notice shall be provided at the next scheduled 9-1-1 Board meeting, if not sooner.
- d. The 9-1-1 Board shall provide input on the 9-1-1 Communications Director's annual performance evaluation

4. Budgetary Review:

- a. By the fifteenth (15th) of October of each year, the 9-1-1 Board shall review and approve an annual budget and provide a budget recommendation to the Board of County Commissioners through the 9-1-1 Communications Director and the County Administrator.
- b. The 9-1-1 Board shall recommend contracts, supplemental appropriations, and non-budgeted expenditures to the Board of County Commissioners.
- a. Levy Recommendation: The 9-1-1 Board may make recommendations to the Board of County Commissioners regarding the necessity of levying taxes in support of 9-1-1 operations.

5. Community Liaison:

- a. The 9-1-1 Board shall serve as a community liaison and public relations board by providing a means for members of the public, businesses, local agencies, and political subdivisions to express complaints and concerns regarding the 9-1-1 Center and system.
- b. The 9-1-1 Board may investigate complaints or concerns that are brought to the attention of the Board and may make recommendations to the Board of County Commissioners to address the complaint or concern.
- c. The 9-1-1 Board shall promote public information and awareness of the 9-1-1 Center and system and may conduct informational sessions and produce informational materials in furtherance thereof, provided any expenses to be incurred by the County receive prior approval from the Board of County Commissioners.

This Appendix B supersedes Addendum B of the Consolidation Agreement, which shall in all other respects remain in full force and effect, except as specifically amended by this Appendix B.

Section 2. The Board hereby directs the Clerk of the Board to certify copies of this Resolution to the 9-1-1 Board and the Delaware County Sheriff.

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

COMMISSIONERS' COMMITTEES REPORTS

**Commissioner Merrell
-Comments On The Hiring Of Brian Galligher As The New 911 Communications Director**

**Commissioner Stapleton
-No Reports**

**Commissioner O'Brien
- Comments On The Hiring Of Brian Galligher As The New 911 Communications Director**

**Tim Hansley, County Administrator, Reports And Comments
-Comments On The Hiring Of Brian Galligher As The New 911 Communications Director**

RESOLUTION NO. 13-666

**10:30AM FINAL HEARING FOR THE CONDOMINIUM AT RIVERBY SITE DRAINAGE
PETITION PROJECT:**

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It was moved by Mr. Stapleton, seconded by Mr. Merrell to open the hearing at 10:30AM.

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

RESOLUTION NO. 13-667

IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

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

RESOLUTION NO. 13-668

IN THE MATTER OF CLOSING THE PUBLIC HEARING TO ADDRESS THE CONDOMINIUM AT RIVERBY SITE DRAINAGE PETITION PROJECT:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to close the hearing at 10:40AM.

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

RESOLUTION NO. 13-669

IN THE MATTER OF COMMISSIONERS FINDING AFFIRMING ORDER AND CONFIRMING THE ASSESSMENTS FOR THE CONDOMINIUM AT RIVERBY SITE DRAINAGE PETITION PROJECT:

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

Whereas, on July 25, 2012, a Drainage Petition for The Condominium At Riverby Site Watershed was filed with the Board of Commissioners of Delaware County (the "Board"); and

Whereas, the Board on November 26, 2012 with Resolution 12-1198 directed The Delaware County Engineer To Proceed With Preparation Of Plans, Reports, And Schedules For The Condominium At Riverby Site Drainage Petition Project, and

Whereas, the Board on June 24, 2013, held a final public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for The Condominium At Riverby Site Drainage Petition Project; and

Whereas, after hearing testimony from property owners; considering the schedules, plans, and reports filed by the County Engineer; and-considering the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, the Board is prepared to issue its findings on the proposed improvements.

Therefore, Be It Resolved, by the Board of Commissioners of Delaware County, Ohio as follows:

The Board hereby finds that the proposed improvement (maintenance assessment) is necessary and that it will be conducive to the public welfare. The Board also finds that it is reasonably certain that the cost of the proposed improvement (maintenance assessment) will be less than the benefits. Accordingly, the Board hereby grants the prayer of the petition and approves the maps, profiles, plans, schedules and reports prepared by the Delaware County Engineer, and

This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

FURTHER BE IT RESOLVED, The maintenance fund shall be maintained, as needed, by an assessment levied not more often than once annually upon the benefited owners, as defined in [section 6131.01](#) of the Revised Code, apportioned on the basis of the estimated benefits for construction of the improvement. An assessment shall represent such a percentage of the estimated benefits as is estimated by the engineer and found adequate by the

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board or joint board to effect the purpose of [section 6137.02](#) of the Revised Code, except that at no time shall a maintenance fund have an unencumbered balance greater than twenty per cent (20%) of all construction costs of the improvement. The minimum assessment shall be two dollars. Any cost incurred from the petition project process will be paid from the annual ditch maintenance assessments

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

There being no further business, the meeting adjourned.

Gary Merrell

Ken O'Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners