

REGULAR SESSION

THURSDAY

MAY 15, 2008

The Board of Huron County Commissioners met this date in Regular Session. Roll being called found the following members present: Mike Adelman, Gary W. Bauer, Ralph A. Fegley.

Pursuant to Ohio Revised Code Section 305.14 the Record of the Proceedings of the May 13, 2008 meeting(s) were presented to the Board. Ralph A. Fegley made the motion to waive the reading of the minutes of the May 13, 2008 meeting(s) and approve as presented. Gary W. Bauer seconded the motion. Voting was as follows:

Aye – Mike Adelman
Aye – Gary W. Bauer
Aye – Ralph A. Fegley

08-171

IN THE MATTER OF TRANSFERRING FUNDS FROM ACCOUNT #040 IN THE GENERAL FUND TO FUND # 021 CAPITAL IMPROVEMENT FUND

Gary W. Bauer moved the adoption of the following resolution:

WHEREAS, the capital improvement fund is in need of funding for ADA improvement; now therefore

BE IT RESOLVED, that the Board of Huron County Commissioners hereby approves of the transfer of moneys from 040-00569-001 miscellaneous other in the amount of \$5,287.50 to the Capital Improvement Fund 021-00557-001 capital improvement other; and further

BE IT RESOLVED, that a certified copy of this resolution be sent to the Department requesting transfer, and the Huron County Auditor, and the Auditor's office will make the journal entry to the # 021 account; and further

BE IT RESOLVED, that the foregoing resolution was adopted and all actions and deliberations of the Board of Commissioners of the County of Huron, Ohio, relating thereto were conducted in meetings open to the public, in compliance with all applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

Ralph A. Fegley seconded the motion. The roll being called upon its adoption, the vote resulted as follows:

Aye – Mike Adelman
Aye – Gary W. Bauer
Aye – Ralph A. Fegley

08-172

IN THE MATTER OF AMENDING RESOLUTION 08-158

Ralph A. Fegley moved the adoption of the following resolution:

WHEREAS, resolution 08-158 in the matter of **IN THE MATTER OF AMENDING RESOLUTION 08-139** needs to be amended; and

WHEREAS, the original resolution 08-139 stated the amount to Loris Printing for #10 Window envelopes was \$524.20 was amended by resolution 08-158 increasing the amount to \$825.00 needs to be amended to increase the amount to \$1,038.00; now therefore

BE IT RESOLVED, that said amount be increased from \$825.00 to \$1,038.00 to Loris Printing for #10 window envelopes; and further

BE IT RESOLVED, that the foregoing resolution was adopted and all actions and deliberations of the Board of Commissioners of the County of Huron, Ohio, relating thereto were conducted in meetings open to the public, in compliance with all applicable legal requirements, including Section 121.22 of the Ohio

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Gary W. Bauer seconded the motion. The roll being called upon its adoption, the vote resulted as follows:

Aye – Mike Adelman
Aye – Gary W. Bauer
Aye – Ralph A. Fegley

08-173

IN THE MATTER OF AUTHORIZING THE COUNTY ENGINEER TO SERVE AS THE LEAD ADMINISTRATOR OF THE PROJECT TO REPLACE A DEFICIENT BRIDGE OVER THE SOUTHWEST BRANCH OF THE VERMILION RIVER(BRIDGE NUMBER GW-139-01.50; PID 78848) ALSO KNOWN AS THE GREENWICH ANGLING ROAD BRIDGE PROJECT

Gary W. Bauer moved the following resolution:

WHEREAS; Section 5501.03 (C) of the Ohio Revised Code provides that the Director of the Ohio Department of Transportation (ODOT) may coordinate the activities of the Department with other appropriate public authorities and enter into contracts with such authorities as necessary to carry out its duties, powers and functions; and

WHEREAS; the Greenwich Angling Road Bridge Project is a transportation activity eligible to receive federal/state funding; and

WHEREAS; the LPA (The Huron County Engineer) has received funding approval for the project listed above from the Program Manager having responsibility for the federal/state funds involved; and

WHEREAS; it is the mutual desire of both ODOT and the LPA to have the LPA serve as the responsible lead agency for the administration of the project; and

WHEREAS; the Board of Huron County Commissioners authorizes the Huron County Engineer to enter into an agreement with ODOT for the above mentioned project;
now therefore

BE IT RESOLVED, that the Huron County Board of Commissioners does hereby select and authorize the Huron County Engineer to be the Lead Administrator (as the Local Program Administrator a.k.a. LPA) for the above mentioned project; and further

BE IT RESOLVED, that the Huron County Engineer be conferred such duty, authority and responsibility required of the Lead Administrator and the Ohio Department of Transportation to act on the behalf of Huron County with regard to the above mentioned project; and further

BE IT RESOLVED, that the foregoing resolution was adopted and all actions and deliberations of the Board of Commissioners of the County of Huron, Ohio, relating thereto were conducted in meetings open to the public, in compliance with all applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

Ralph A. Fegley seconded the motion. The roll being called upon its adoption, the vote resulted as follows:

Aye – Mike Adelman
Aye – Gary W. Bauer
Aye – Ralph A. Fegley

08-174

IN THE MATTER OF APPROVING AMENDMENT OF THE CONTRACT SERVICE AGREEMENT BY AND BETWEEN HURON COUNTY COMMISSIONERS ON BEHALF OF THE HURON COUNTY JOB AND FAMILY SERVICES HEREINAFTER REFERRED TO AS

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Cheryl Nolan/Commissioners.vacation/8:00 a.m. 1:00 p.m. May 21, 2008.

Bill Duncan/Dog Warden/compensatory time/8:00 a.m. – 4:30 p.m. June 3, 2008.

Ron Ackerman/Buildings & Grounds/vacation/6:00 a.m. July 14, 2008 – 3:00 p.m. July 18, 2008.

Royal Chisholm/Buildings & Grounds/sick/8:00 a.m. – 4:30 p.m. april 21, 2008.

Al Timbs/Buildings & Grounds/vacation/ 6:00 a.m. June 12, 2008 – 3:00 p.m. June 13, 2008.

Darwin Pesnell/Buildings & Grounds/personal time/12:00 p.m. – 4:30 p.m. May 16, 2008.

Larry Burdue/Buildings & Grounds/vacation/7:30 p.m. – 4:30 p.m. August 29, 2008.

At 9:25 a.m. Pam Hansberger, Recycling Coordinator, came before the board in regards to the recycling grant and stated that the county has received another grant this year. Explained what the funds will be used for including what she does with Cloverbud Camp.

At 9:30 a.m. Ben Kenny, WSOS came before the board in regards to the FY -08 grant applications. Discussion was had in this regard and the following list of applications was discussed.

Scan report presented by Mr. Kenny

Applications are due June 27th, 2008. The county has \$81,000 to spend on projects not including Willard's funding. The board can decide whatever projects they want to do. Need to check the estimate for the courthouse restrooms and Mr. Kenny advised to remember it needs to be prevailing wage.

SIGNINGS

SOFTWARE MAINTENANCE AGREEMENT
This Software Maintenance Agreement ("Agreement") is made and entered into between MAXIMUS Financial Services, Inc., a wholly owned subsidiary of MAXIMUS, Inc. (MAXIMUS), a Virginia corporation ("MAXIMUS"), on July 1, 2008 (effective date) and Huron County DJFS ("Licensee") under the Software License Agreement (SLA) dated 6/15/1990. The terms and conditions of the Master Agreement are incorporated herein by reference. In the event of any conflict between the Master Agreement and this Agreement, the SLA shall prevail.
MAXIMUS and Licensee are sometimes referred to herein as the "Parties" or individually as a "Party"
WHEREAS: Licensee has acquired the use of Quarterly Information Consolidation System (QICS), Quarterly Information Consolidation System Plus (QICV) and County Version Resolution Monitoring System (CRMS) (the "System") in accordance with the Software License Agreement between MAXIMUS and Licensee and any amendments thereto, and Licensee desires to acquire on-going maintenance in accordance with the terms set forth in this agreement;
NOW, THEREFORE, for and in consideration of the foregoing recitals, the agreements and undertakings hereinafter provided not other good and valuable consideration, the receipt and sufficiency of which is acknowledged by MAXIMUS and Licensee, MAXIMUS hereby agrees to provide software maintenance services to the Licensee under the following terms and conditions
1 SOFTWARE MAINTENANCE FEES
(a) Licensee shall pay MAXIMUS a fee of \$ 3225.00 for the 12 month period specified herein. The fee shall be payable on the execution of this agreement for the period from July 1, 2008 through June 30, 2009.
(b) In the event Licensee fails to renew this agreement for any year, the fee set forth herein shall not apply to any subsequent agreement for software maintenance. MAXIMUS shall determine the applicable fee which shall not be less than the then annual fee plus seventy-five percent (75%) of the fee charged for each year that a maintenance agreement was not in effect.
2 TERM: The minimum term for this agreement shall be from July 1, 2008 through June 30, 2009. Licensee shall have the option to extend this agreement on a year-to-year basis by paying the current annual fee of \$ 3225.00 or, if the fee is raised by the MAXIMUS, the then current annual fee. Failure to pay the annual renewal fee within thirty (30) days prior to the beginning of the term of this agreement or within thirty (30) days of execution hereof for a partial year shall constitute cancellation of the Agreement by the Licensee. In addition, MAXIMUS may terminate the Agreement at the end of any period, with or without cause.
3 SERVICES UNDER THIS AGREEMENT: MAXIMUS agrees to provide the Licensee with any updates or modifications to the System and to correct any problems with the System software that are made generally available to Licensees of the System pursuant to an applicable Maintenance Agreement. Under the terms of this Agreement, Licensee is entitled to telephone advice concerning questions on the System's operation. In the event additional services are requested by Licensee outside the foregoing scope of services, additional training and professional assistance shall be billed at then current professional fees plus expenses. This Agreement does not cover problems outside of the System. Expenses associated with Licensee's attendance at the group meetings are the sole responsibility of the Licensee.
4 WARRANTIES: MAXIMUS GRANTS NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN RESPECT TO THE SYSTEM. ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.
5 TERMINATION: In the event of termination for any reason, Licensee agrees to provide written certification that the original and any copies of all or any portion of the System affected by the termination have been destroyed or, if MAXIMUS provides notice to Licensee, Licensee shall deliver the original and any copies of the System to MAXIMUS within ten (10) days of Licensee's receipt of such notice. Either party may terminate this Agreement if the other party has breached any of its material obligations hereunder, and such breach has not been cured within thirty (30) days of receipt of written notice specifying the nature of the breach.

QIC / RMS Software Maintenance Agreement Between MAXIMUS, INC. and Huron County DJFS
6 AMENDMENTS
(a) Agreement: Any modification or amendment of this Agreement must be in writing and signed by the parties.
(b) License: MAXIMUS reserves the right to modify or amend the System. Licensee shall have no right to modify or amend the System, or to merge it into another work, without the prior written consent of the MAXIMUS.
7 LIMITATION OF LIABILITY: MAXIMUS total aggregate liability hereunder shall not exceed fees paid under this agreement. In no event shall MAXIMUS be liable for indirect, special, incidental, punitive and consequential damages.
8 NOTICE: Any notice or consent required to be given in accordance with this Agreement shall be in writing and shall be either (i) actually delivered to the party thereto entitled or (ii) mailed, with first class postage prepaid, to the address of the party entitled thereto hereinafter set forth, by certified mail, return receipt requested.
MAXIMUS: 710 Ackerman Road, Suite 150, Columbus, OH 43202, Attn: Mitch McGraw
LICENSEE: Huron County DJFS, 115 Shady Lane Drive, Newark, OH 44457
A notice shall be deemed to be received (i) on the date of its actual receipt by the party thereto and (ii) on the date as reflected on the United States Postal Service return receipt form and if said return receipt form is not signed by the party to whom notice is to be given, upon the date of the first attempted delivery as reflected thereon.
9 COMPLETE AGREEMENT: This Agreement and the License Agreement represent the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations or agreements, either written or oral, express or implied. All amendments or modifications to this Agreement shall be binding upon the parties despite any lack of consideration so long as the same shall be in writing and executed by the parties hereto.
IN WITNESS WHEREOF, the parties have set their hand and seal the date and year first above written.
Huron County DJFS: Lowell G. Etzler (PRINTED NAME), Nevada HOTES (TITLE)
MAXIMUS, INC.: Mitchell McGraw (PRINTED NAME), Senior Manager (TITLE)

Sub-Grantee: type name of county
Contract # 2008-type county fiscal number-1
AREA 7 SUB-GRANT AGREEMENT
This agreement, entered into by and between the Area 7 Workforce Investment Board and the Area 7 Chief Elected Officials Consortium and the Workforce Policy Board and Chief Elected Officials of Sub-grantee type county fiscal number, herein referred to as Sub-Grantee type name of county, hereby establishes a Grantee/Sub-Grantee relationship between Area 7 and this Sub-Grantee.
This agreement sets forth the terms under which the parties shall work together to provide comprehensive, business driven workforce development services within the Sub-Grantee in coordination with such services throughout Workforce Investment Area 7.
All entities receiving Employment and Training funds shall comply with the requirements and administer a program in accordance with the applicable federal regulations at 29 CFR Part 97 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments), and the additional policies and procedures contained in this document. Any violation of fiscal policies and procedures whether through monitoring or auditing activities will be resolved through procedures developed by the Area 7 Board. The principles and procedures contained herein are subject to change in order to comply with any changes in federal or state policies.
Montgomery County will be the Fiscal Agent for all of Area 7. As of July 1, 2004, counties will submit requests for funds to Montgomery County (the Fiscal Agent). The Fiscal Agent will then aggregate these requests and send one cash request to COJFS. Upon receipt, COJFS will send an electronic funds transfer for a single amount of money to the Fiscal Agent. The Fiscal Agent will then segregate and disburse the funds by county according to the expenditures reported by each county. Each county shall deposit its funds into a separate workforce development fund account within such county.
The Area 7 Fiscal Agent will track expenditures for each county against a ceiling set by the Area 7 Board and the consortium of elected officials. The Area will operate on a cost-reimbursement system that is compliant with 29 CFR 97.42. If a county is spending at a rate which would exceed their ceiling before the end of the fiscal year, the Fiscal Agent will notify the county and work to assist the county to remain within the ceiling set by the Area 7 Board and consortium of elected officials. At the point in which a county reaches its ceiling for the year, the Fiscal Agent will cease to disburse funds to such county. Conversely, if a county is significantly under-spending, the Fiscal Agent will contact the county and work to identify the reasons for the under-spending. The Fiscal Agent will seek to assist each county with making full and efficient use of their funds. As a result, the Area 7 Board will remain informed of spending patterns and make any necessary policy recommendations.
The Area 7 Board may allocate funding to Sub-Grantees under this agreement for any workforce development purposes, including but not limited to WIA, Rapid Response, NEG, Veterans and other funds. Any such funds less Area 7 administrative costs shall be transferred to Sub-Grantees through the Area 7 Fiscal Agent only after the Board has sent an allocation letter stating the amount and the terms and conditions of the funding and the administrative entity of the Sub-Grantee has returned a signed copy of the letter acknowledging the amount and the terms and conditions under which the funding is accepted.
These sub-grants are awarded with federal funding and, therefore, dependent on the continuing receipt
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of such funding. Should federal funds be terminated, the sub-grant shall terminate as of the date the funding expires without further obligation of the awarding entity.
This agreement becomes effective upon July 1, 2008 or the date of signature, whichever is later, and shall be in effect through June 30, 2009.
I. DUTIES OF THE AREA 7 BOARD
Under this agreement, the Area 7 Board shall be the awarding entity. The Board shall notify each Sub-Grantee of the amount of its grant by an official allocation letter which is to be signed by the local JFS Director and returned to the Area 7 Board. Any change in the grant amount shall be subject to the same procedure.
The Area 7 Board shall be responsible for:
Planning
• Prepare a strategic plan for Area 7
• Assess the general workforce needs of the area
• Gather input from Sub-Grantee Advisory Councils
• Set broad goals and parameters for meeting performance standards
• Provide guidelines and parameters to implement Adult and Youth programs
• Include description of One-Stop system coordination
• Include description of sub-area coordination and sub-grant process
Policy Development
• Develop and maintain policies for the following:
• Incumbent Worker Training
• Identification and selection of eligible training providers (adult and youth)
• Individual Training Accounts
• Negotiation of local MOUs
• Oversight and monitoring
• Allocation and reallocation of funds
• Selection, designation, and certification of One-Stop operators
• One-Stop system
• Residency issues
• Self-sufficiency
• Supportive services
• Determination of limited funds
• Priority of services for limited funds
• Definition of serious barriers to employment
• Registration/ineligibility determination and documentation
• Assessment
• Follow-up and post placement services
• Exceptions to use of ITAs
• Dealing with MOU impasse situations
• RFP and contract guidelines
• EEO procedures

Sub-Grant Agreements
Develop format
Facilitate distribution and signing
Modify as necessary
Maintain and monitor
Ensure compliance
Fiscal
Approve allocation formula for Sub-Grantees
Establish and administer policy for reallocation within Area 7
Receive and monitor fiscal reports
Prepare budget for Board operation
Ensure cash management principles with Fiscal Agent
Work with Fiscal Agent to release and account for funds, including grant closeout procedures, as required by WIA
Operate and carry out Area 7 functions within the budget adopted by the Area 7 Board, with agreement of the Area 7 Chief Elected Officials Consortium, and based on withholding a percentage of WIA funds from each Sub-Grantee based upon the agreement of the Area 7 Board and the Consortium
Work with the Fiscal Agent to assist Sub-Grantees in making efficient and effective use of funds
Assist Sub-Grantees with resolution of audits or problems related to federal, state, or local funds
Area 7 Board staff shall be responsible for audit resolution in conjunction with the Area 7 Fiscal Agent and the Sub-Grantee
Instances of continuing noncompliance with program, fiscal, or policy requirements may result in withholding of funds from the Sub-Grantee by agreement of the Area 7 Board and the Chief Elected Officials Consortium. Any such proposed action would be subject to redress through the dispute resolution process contained in this agreement
Monitoring, Audits, and Audit Resolution
The Area 7 Board shall be responsible for the monitoring required by WIA
Review monthly activity and monitoring reports
Provide technical assistance and best practices (coordinate with state where appropriate)
Provide seminar opportunities for Sub-Grantees when appropriate
Negotiate performance standards with the state
Provide for spot-checks and oversee any necessary corrective action
Perform audits and monitoring to ensure compliance with all applicable federal, state, local laws, and board policies
Provide audit resolution assistance and technical assistance necessary to resolve audit findings as specified by the board
All property and equipment purchased with federal and state funds will be obtained, maintained, and liquidated according to the applicable federal and state laws as set forth in 29 CFR 97.31 and 97.32
One-Stop
Provide guidelines for One-Stop system
Designate One-Stop systems
Provide information, technical assistance, and best practices to assist in continuous improvement
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efforts
Provide oversight to ensure certified systems are maintained and operated
Provide MOU format and guidelines for what must be included in local MOUs
Grant Applications
Review and act upon letters of support for federal and other grant applications on recommendation of Sub-Grantee Advisory Councils or after consultation with affected Councils
Act as grant clearinghouse for Area 7
Coordinate grant applications initiated by Sub-Grantees
Business Relation Functions
Provide business relation services, including:
Coordination and referral of business inquiries which affect more than one Sub-Grantee
Network with various contacts to further best practices
Youth Council
Develop and operate Area 7 Youth Council
Provide guidelines and coordination for youth activities
II. DUTIES OF THE SUB-GRANTEES
Under this agreement, the Sub-Grantee will be responsible for establishing and operating comprehensive workforce development activities throughout the Sub-Grantee's area within the guidelines established by Area 7. The Sub-Grantee will carry out these duties through a partnership of chief elected officials
Funds provided under this agreement must be expended in accordance with all applicable federal statutes, regulations, and policies, including those of the WIA, the approved Area 7 Workforce Investment Plan, the negotiated performance levels, and policies established pursuant to the Secretary's authority
Under guidelines developed by Area 7, the Sub-Grantee shall:
Workforce Development System
Establish and operate a WIA-compliant workforce development system, which provides services pursuant to WIA to eligible individuals and employers
Maintain a business-driven partnership with elected officials
Develop, submit, and monitor workforce investment plans as required by WIA and by Area 7 guidelines
Set procedures for and administer ITAs within the guidelines established by the Area 7 Board
Provide information for sharing best practices within Area 7
Provide services to employers and job seekers as required under WIA
Provide an appeals process regarding eligibility for services or terms and conditions of services rendered as required under WIA
Audits and Monitoring
Provide for oversight and monitoring of local programs
Perform monitoring to ensure compliance with all applicable federal, state, local laws, and board policies
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Cooperate with Area 7 staff to provide information and documentation necessary to resolve audit findings
Provide information and cooperate with Area 7 monitoring activities, including reporting performance activity, as required by federal law through the statewide reporting system
Access to records must be granted by the Sub-Grantee to ODJFS, Area 7, DOL, or the Comptroller General of the United States for the purposes of audit, examination, excerpts, and transcripts
Records shall be retained as specified in 29 CFR 97.42 and Area 7 policy
Adhere to all applicable property management and equipment standards as set forth in 29 CFR 97.31 and 97.32
One-Stop Operations
Establish One-Stop system under Area 7 Board guidelines and submit One-Stop operators to the Area 7 Board for approval
Complete application process and maintain One-Stop certification
Negotiate One-Stop system MOUs with local partners and submit to the Area 7 Board for approval
Service Providers
Review applications from training providers and submit to the Area 7 Board for approval
Identify and select providers for youth activities and send to Area 7 Board for approval
Fiscal
Submit reports of expenditures and service delivery
Participate in reallocation process of WIA funds within Area 7
Fully expend all carry forward funds by December 31 unless a plan of action that includes timelines and amounts has been submitted by January 31 to the Area 7 Executive Director
Expend no less than seventy (70) percent of the current year allocations by June 30 per Area 7 policy P1-304 Annual Expenditure Requirements
Follow systems and procedures for receipt, expenditure, and tracking of WIA funds, as established by the Area 7 Fiscal Agent
Funds shall be accounted for by program funding stream and appropriate program year
Program income shall be identified and spent only on allowable activities relating to the program under which the income was generated
Procurement shall be accomplished by the Sub-Grantee in a manner consistent with federal, state, and Area 7 requirements
Agree to the withholding of funds from the Sub-Grantee WIA allocation for operation of Area 7 per agreement between the Area 7 Board and the Area 7 Chief Elected Officials Consortium
Performance
Each Sub-Grantee shall meet or exceed the WIA Title I B PY 2005 common measures. Area 7 will review Sub-Grantee performance on a quarterly basis and provide technical assistance. If the Sub-Grantee fails to meet any standard for the Program Year, the Sub-Grantee will be required to submit a corrective action plan to Area 7 and work with Board staff to resolve any performance issues
Liability
The Area 7 Board and its Chief Elected Officials Consortium shall have liability only for proper use of the administrative funds for its direct operations
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Liability follows the WIA dollars sent to each Sub-Grantee. Audit exceptions and sanctions will be passed onto the causal Sub-Grantee, to the extent individual causation is documented. Otherwise, they will be distributed to all Sub-Grantees based upon each Sub-Grantee's percentage share of the total WIA annual allocation for Area 7
Disputes
Any dispute which cannot be resolved between the Area 7 Board and Sub-Grantee shall be submitted to the Area 7 Chief Elected Officials Consortium, which shall issue a written decision. If any party is not satisfied with the decision, either may seek the services of the Ohio Commission on Dispute Resolution
Certifications and Assurances
The Area 7 Board and all Sub-Grantees shall comply with the following state and federal laws: Drug Free Workplace, Federal Cease and Desist, Lobbying Activities Restrictions, Environmental Tobacco Smoke, Nondiscrimination and EEO, Clean Water Act, Ethics provisions, Conflict of Interest provisions, and Disaster Recovery Plans
This agreement becomes effective upon July 1, 2008 or the date of signature, whichever is later, and shall be in effect through June 30, 2009
Troy Qualman
Chair
Area 7 Workforce Investment Board
Date: 4 June 2008
Name of county: Hamilton
Advisory Council or Operator: Wanda King Board
Date: May 12, 2008
Sam Basalt
Area 7 Chief Elected Official
County Commissioner Consortium
Date: 4 June 2008
Name of county: Hamilton
Chief Elected Official
Date: 5-15-08
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Other Business

Mike Adelman discussed the fact that he had spoken with Daivia Kasper, Assistant Prosecutor in regards to the HR and Loss Prevention Coordinator job being combined. Ms. Kasper will further investigate and report back to the board.

Sheriff Sutherland came before the board in regards to the door locks which is a safety concern. The board agreed to purchase 6 brass pieces at \$115.00 per piece. The sheriff will order and have billed to his department but will be vouchered from the miscellaneous fund.

Gary Bauer reported on his conversation with Mayor Lesch, and stated that Norwalk Township will sign on the recent annexation agreement involving Pride One, and that Bob Evans is ready to start building, Applebee's has not signed yet along with a motel that would also like to build in that complex but is asking for a TIF to do so, that is where the problem arises with Norwalk Township.

Discussion was had in regards to the memo prepared by Cheryl Nolan, for the elected officials meeting the board approved to send out, with one additional item added to the agenda for general discussion. Mr. Adelman also discussed the airport board appointment. Ms. Nolan will fax to the airport board for their input.

Mr. Bauer reported that DJFS has hired a man in the children services area. Mr. Bauer also discussed the bridge on route #250 and stated that the board needs to go on record with ODOT stating that this should be

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a four lane bridge. A letter will be composed in this regard to send to ODOT.

Ralph Fegley stated that he has a draft plan for the vehicles as follows:

Policy on Vehicle Purchase and Use

1. Determine which vehicles need to be sold; place them on GovDeals and sell them; record all income from these sales to use for replacement vehicles; prioritize a list of vehicles that should be replaced; obtain cost of each vehicle and determine funding, if any to replace; start the policy of vehicles being bought on state purchasing and retained until the end of that vehicle warranty – then consider selling it to the public and use the sale to support the new vehicle purchase; develop an instruction card for each vehicle that tells the driver his responsibility while using that vehicle including emergency call numbers; each driver is required to submit his/her drivers license to the department head to insure that they have a valid driver license and are legal to drive. This information will be submitted to the insurance company to confirm; monthly vehicle cleaning – DJFS has “WEP-Workers” who need to work hours to cover the benefits they receive and cleaning vehicles could be one of those tasks that would help us. We could arrange this activity through Lon Burton, Mechanic, and county maintenance and designate days that the wash station would be available to use.

At 10:14 a.m. Ralph Fegley left the meeting to attend a meeting at the CCAO Columbus, Ohio.

At 10:15 a.m. Mike Adelman moved to enter **Executive Session ORC 121.22 (G) (1)** to consider the appointment, employment, dismissal, **discipline**, promotion, demotion, or **compensation** of a public employee or official, or the investigation of charges or complaints against a public employee, official, licensee, or regulated individual; **ORC 121.22 (G) (4)** preparation for, conducting, or reviewing negotiations or bargaining sessions for public employees, concerning employee compensation or other terms and conditions of employment. Gary W. Bauer seconded the motion. The roll being called upon its adoption, the vote resulted as follows:

Aye – Mike Adelman
Aye – Gary W. Bauer
Absent – Ralph A. Fegley

At 10:31 a.m. Gary W. Bauer moved to end Executive Sessions ORC 121.22 (G) (1) and ORC 121.22 (G) (4). Mike Adelman seconded the motion. The roll being called upon its adoption, the vote resulted as follows:

Aye – Mike Adelman
Aye – Gary W. Bauer
Absent – Ralph A. Fegley

- No action taken.

At 10:35 a.m. Gary W. Bauer moved to adjourn. Mike Adelman seconded the motion. The meeting stood adjourned.

IN THE MATTER OF OPEN SESSION

The Huron County Commissioners hereby attest that all actions and deliberations of the Board legally required to be public were conducted in an open session on this date and that the foregoing minutes represent the official action of the Board.

IN THE MATTER OF CERTIFICATION

The Clerk to the Board does hereby attest that the foregoing is a true and correct record of all actions taken by the Board of Huron County Commissioners on May 15, 2008.

IN THE MATTER OF ADJOURNING

The meeting was called to order at 9:00 a.m. With no further business to come before the Board, the

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meeting was adjourned at 10:35 a.m.

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Signatures on File.